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**PROGRAM MATERIALS**

**Program #35206**

**December 12, 2025**

## **Welcome to the NFL, Rook! Lawyers Wrangling Elites & Egos**

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# Welcome To The NFL, Rook!

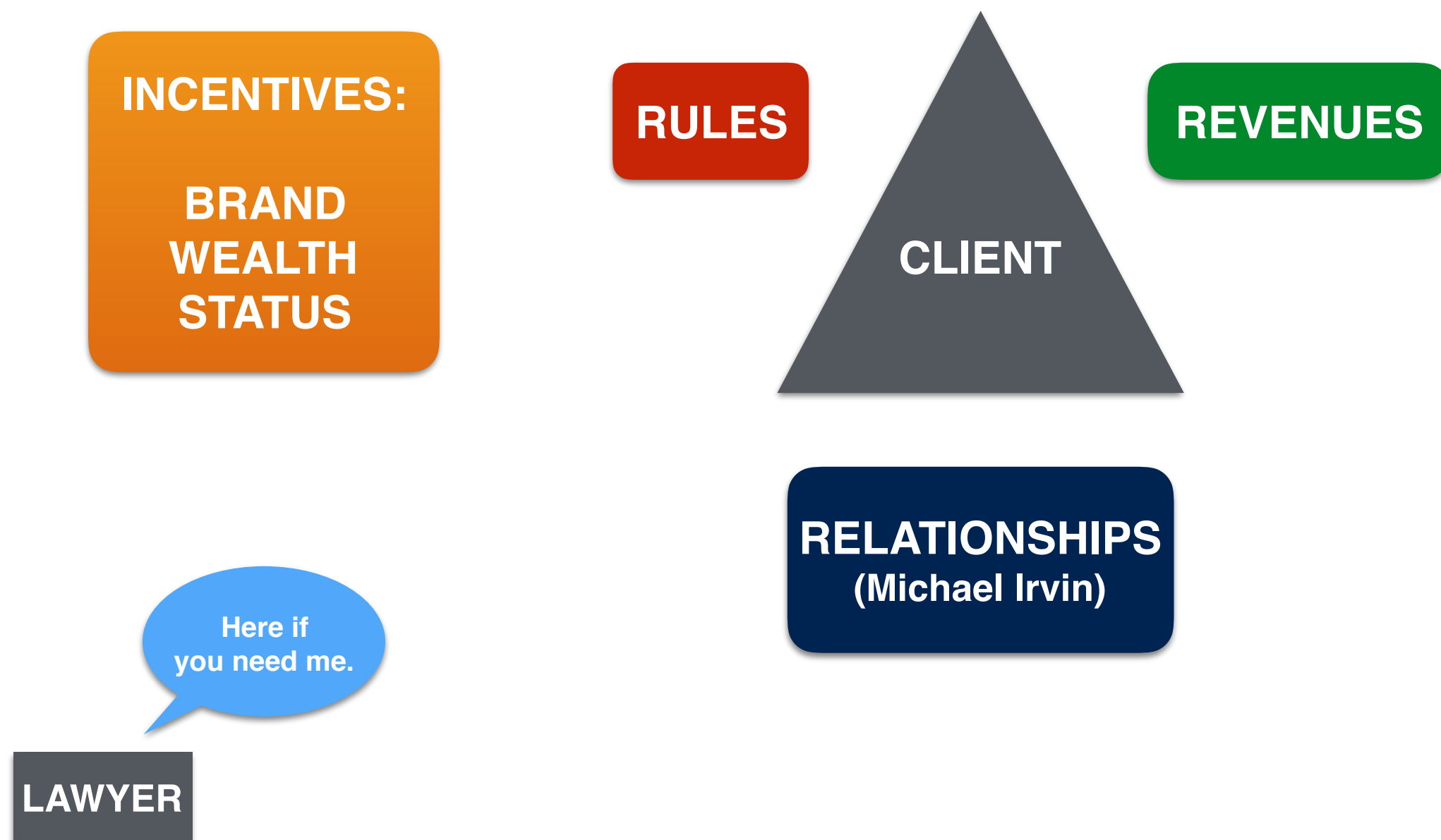
Lawyers Wrangling Elites & Egos

**“Show Me The Incentive  
And I’ll Show You  
The Outcome.”**

Charlie Munger, JD

Brian Brunkow, JD  
CA & WA Bar

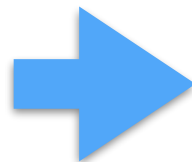
# Introduction



# Introduction

## INTRODUCTION

- “DAY IN THE LIFE”
- ASSUMPTIONS
- CLIENT MGT



## COGNITIVE BIAS

- CONFIRMATION
- SELF SERVING
- “BUBBLE”

## NFL

- AGENCY REGS
- AGENT ACTIONS
- NFLPA ACTIONS



## NCAA

- INVESTIGATIONS
- TRANSGENDER POLICY
- HOUSE VS. NCAA
- (WA) UAAA



## WIAA

- TRANSGENDER POLICY
- NIL

# Introduction

**LAWYERS: 1.3M**

**NFLPA:**  
Section 3 A(7)  
ADVISE PLAYER &  
NOTIFY NFLPA  
CONTRACT OR  
CBA VIOLATIONS

**NCAA:**  
Section 19.2  
OBLIGATION TO  
SELF REPORT  
VIOLATIONS

**NFL**

**TEAMS: 32**

**COACHES: 750**

**PLAYERS: 1.7K**

**NCAA**

**SCHOOLS: 1,070**

**ATHLETES: 500K**

**NFL**

**AGENTS: 1.1K**

**NCAA**

**NIL  
AGENTS**

# Introduction

- **Assumptions - "Let Me Double Check"**

- **Federal Law**
- **State Law**
- **NFL Regulations**
- **NCAA (DI, DII, DIII)**
- **NCAA Conferences**
- **NCAA Schools**
- **High School Associations**

**NOT  
EVERGREEN**

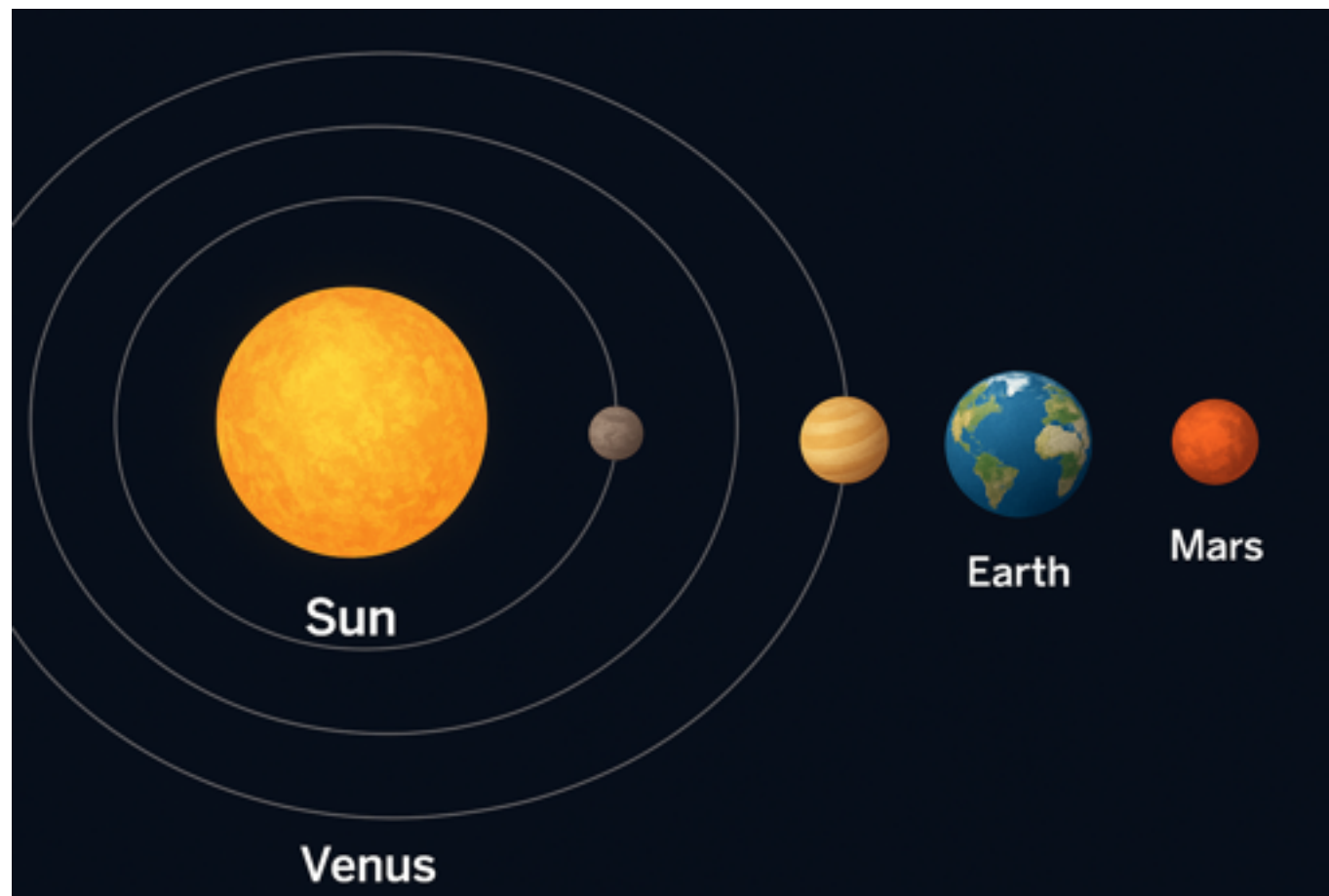


**STATE  
BY  
STATE**

**SCHOOL  
BY  
SCHOOL**

# Introduction

**Assumptions - We're Wrong on Everything Always...**



**EARTH'S  
CLOSEST  
NEIGHBOR?**

<https://pubs.aip.org/physicstoday/online/30593/Venus-is-not-Earth-s-closest-neighbor>

# Introduction

## Assumptions - We Assume The Client Understands...



**CURSE OF  
KNOWLEDGE**

**Stanford, '90**

- 50%
- 2.5%



# Introduction

**CLIENT - PLAYERS:**

**PERSONAL  
CONDUCT**

(Eugene) “Robinson was a Falcons safety in 1999 when he was **arrested** the night before the **Super Bowl** for solicitation of a **prostitute**, while his **wife and children** were in a nearby hotel...

Robinson...had won the **Bart Starr Award** for **high moral character** just days before the arrest in Miami...”

<https://www.espn.com/espn/wire?section=nfl&id=14700198>

# Introduction

## CLIENT - COACHES:

MALFEASANCE

**Coach George O’Leary, Notre Dame**

“In December 2001, George O'Leary, newly appointed head coach of the University of **Notre Dame football** team, **resigned** just **five days** into his tenure due to discrepancies found in his résumé.”

**‘*Masters Degree*’ from “NYU - Stony Brook University”**

<https://www.ebsco.com/research-starters/business-and-management/notre-dame-football-coach-resigns-falsifying-his-resume>

# Introduction

**TABLE  
SELECTION**

**STOP  
DOING  
LIST**

**24-HOUR  
RULE**



**Hold  
my  
beer**

**YouTube  
is  
Forever**

# COGNITIVE BIAS

## A Bad Life Plan...

**“Earvin Mears, Jr. is suing his son’s track coach, principal, athletic director, school district, district superintendent, and school board for \$40 million. He says his son was wrongly cut from his New Jersey high school’s track team.”**

<https://mynorthwest.com/uncategorized/dad-sues-school-for-40m-after-son-cut-from-track-team/73734>

# COGNITIVE BIAS

## Cognitive Bias 101:

**Definition** - Mental shortcut that leads to errors in thinking. Our brains are making **quick/snap** judgments based on **OUR** past experiences.

**Purpose** - **Simplifies** the **flood** of information our brain receives every second.



**BRAIN:**  
**2%**  
**20%**

<https://health.clevelandclinic.org/cognitive-bias>

# COGNITIVE BIAS

- **Confirmation Bias**

- We look for and believe information that supports our POV.
- Contrary information is ignored.

“Be Gone with  
Your Facts, Sir.”

**SUPERBOWL  
SEAHAWKS**

**28-24  
4th Quarter  
26 Seconds  
2nd & Goal  
1 Yardline  
1 Timeout**

# COGNITIVE BIAS

- **Self Serving Bias**
  - **My Wins? Talent**
  - **Your Wins? Good Luck**
  - **My Failure? Bad Luck**
  - **Your Failure? No Talent**

**“I’m Special  
&  
You’re Not.”**

**DEFLATEGATE**

# COGNITIVE BIAS

- **Bubble Bias**
  - **Friends & Family**
  - **YouTube & Social Media**
  - **Algorithm —> Undefeated**

“Everyone  
Agrees  
with  
Me.”

GLOBAL  
FANBASE?

NFL  
VS.  
PINGPONG



# COGNITIVE BIAS

- Cognitive Bias Steps:
- Own It
  - Lawyers & Clients
- Devil's Advocate (Push)
  - Disconfirming Info
  - Viewpoint Diversity
- Open-Mind (Pull)
  - Pause & Assess
  - “Why might I be wrong?”

“I Only Trust  
My Doubt.”

Chamath Palihapitiya  
All-In Podcast

# NFL

**You Can't Do That...**

**HARRISBURG, Pa. -- “A small-town police officer is accused of paying a 10-year-old Little League pitcher \$2 to hit an opposing batter with a fastball...”**

[SouthCoastToday.com](http://SouthCoastToday.com) 12/23/99

# NFL

## NFLPA Agent Regulations “Contract Advisors”

**PLAYERS: 1.7K  
AGENTS: 1K**

### APPLICATION:

**\$2.5K FEE  
BA & MA/JD  
7 YEARS NEG**

### BACKGROUND:

**SOCIAL MEDIA  
SPOUSE INFO**

### EXAM:

**60 Q'S  
3 HOURS  
MULT CHOICE  
OPEN-BOOK**

**FAIL EXAM  
2X?  
=  
BARRED  
FOR 5 YEARS**

**NFLPA  
IMMEDIATE  
REMOVAL:  
  
AGENT FAILS SKILL EXAM  
  
SEVERE MALFEASANCE  
  
IMPROPER CONTACT W/  
COLLEGE PLAYER**

**FAIL TO SIGN  
CLIENT TO TEAM  
FOR 3 YEARS?  
=  
AUTOMATIC  
EXPIRATION**

# NFL

## NFLPA Agent Regulations

### Section 3A: Standard of Conduct (Must Do)

- Section 3(A)(7): **Agent MUST Report** known Player-Team Contract or CBA violations to NFLPA. **CONFLICT!!!**
- Section 3(A)(19): **Disclose to Player** recruiting “**Finder Fee**” & get Player’s signature.
  - Agent A <—> Agent B
- Section 3(A)(21): Report to NFLPA if “**CHARGED**” with criminal offense (10 BD’s; **>\$100 traffic violations**)

# NFL

## NFLPA Agent Regulations

### Section 3B: Standard of Conduct (**Prohibited**)

- Section 3(B)(2)(3): Agent can't provide money/thing of value to player, family, or “**any other person**” as inducement for agent services.
  - Agent A <—> Non-Licensed Agent
- Section 3(B)(4): Agent can't provide **materially false/misleading information** in recruiting/representation.
- Section 3(B)(16): Agent **can't manipulate Endorsement Fee Commission** to offset Contract Commission cap (3%)

# NFL

## NFLPA Agent Regulations

### Section 3B: Standard of Conduct (**Prohibited**)

- Section 3(B)(21): **Agent can't INITIATE** direct/indirect communication with player signed to other Agent regarding...
  - Player's current Agent; Agent contract; Team contract; proposed Agent services
  - **Player may INITIATE** communications. Agent may engage communications on **THOSE** matters.
  - Agent may send **written advertising materials** (non-personalized) to signed players.

# NFL

CBA (NFLPA & NFL OWNERS)  
NFL PLAYER CONTACT (CBA - ARTICLE 4 & APPENDIX A)

- 2. **Services** - Best Effort, Loyalty, Full Participation
- 3. **Other Activities** - Club Consent/Enjoin WWE & Sky Diving...
- 4. **NFLPA Group Licensing** - Granular; >5 Players; No Endorsement
- 6. **Payment** - Weekly/Biweekly Over 36 Weeks (8 Months)
- 8. **Physical/Mental Condition** - Full Disclosure or Club Termination

# NFL

## CBA (NFLPA & NFL OWNERS)

### NFL PLAYER CONTACT (CBA - ARTICLE 4 & APPENDIX A)

11. **Skill & Conduct** - Club Terminates if skill “has been” below par, personal conduct, or Club “anticipates” below par contribution.

13. **Injury Grievance** - If Player terminated and believes work-related (PUP) —> 60 days for exam by Dr. of player’s choice/payment. If team/player Drs disagree —> Binding Arbitration.

15. **Game Integrity** - Player must report bribe/fix offers. Failure = Commissioner may fine, suspend player or terminate contract.

23. **Waivers** - Player waives anti-trust claims (draft, free agency restrictions)

24. **Other Provisions** - Team/Player/Agent confirm no undisclosed side deals.



# NFL

## NFL Agent Roundup (Poaching & Fraud) Bernstein vs. France, 2019 - 2025....

- Bernstein Agent for Lions WR Kenny Golliday.
- Allegations: Agent France “**INITIATED**” communications with Golliday & assisted with autograph signing event
- Golliday terminated Bernstein and signed with France in 2019
- Bernstein filed grievance against France for poaching Golliday
- France **denied any involvement** with Golliday at (1) pre-arbitration deposition and at (2) arbitration hearing
- **Emails discovered** showing France (1) arranged the autograph event and (2) negotiated the contract
- Arbitrator awarded Bernstein \$810K in damages including **\$450K in punitive damages** (1st ever punitive award under NFLPA arbitration. NFLPA ‘silent’ on Punitive Damages = Not Prohibited)
- **Agent Duties - Violations (allegations):**
  - Section 3 B(14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit...
  - Section 3 B(21) “Initiating” communications with signed player

[https://sportslitigationalert.com/nflpa-lying-in-wait-on-discipline-for-agent-todd-france-after-fraud-finding/?utm\\_source=chatgpt.com](https://sportslitigationalert.com/nflpa-lying-in-wait-on-discipline-for-agent-todd-france-after-fraud-finding/?utm_source=chatgpt.com)

# NFL

## NFL Agent Roundup: (Undisclosed Finder's Fee, 5/29/25)

Decade Old Contract Dispute  
Oral Agreement "Finder's Fee"  
Disclosed by Agent to Players???

(LACSC, TBD...)

"Former NFL receiver **Keyshawn "Throw Me The Damn Settlement" Johnson** has sued agent Chris Ellison for unpaid finder's fees. TMZ.com reports that Johnson filed a civil complaint in Los Angeles seeking nearly \$1 million in unpaid commissions for delivering clients to Ellison.

Johnson claims he was due to receive a piece of the contracts signed by the players he recruited to hire Ellison. Specifically, **Johnson alleges that he was owed one third of the three-percent commissions** received by Ellison for negotiating the contracts...

...**The situation could create a separate potential issue for Ellison, if the players weren't aware of Johnson's stake in their decisions to hire Ellison. As one agent certified by the NFL Players Association to negotiate contracts tells PFT, the rules applicable to agents require such arrangements to be disclosed to the client and to the NFLPA."**

[https://www.nbcsports.com/nfl/profootballtalk/rumor-mill/news/keyshawn-johnson-sues-nfl-agent-for-unpaid-finders-fees?utm\\_source=chatgpt.com](https://www.nbcsports.com/nfl/profootballtalk/rumor-mill/news/keyshawn-johnson-sues-nfl-agent-for-unpaid-finders-fees?utm_source=chatgpt.com)

# NFL

## NFL Agent Roundup (Archives - 2013)

**Offer Deadline: 2 PM**

**Offer Signed & Faxed (1:53 PM???)**

**Signed Offer "Received" 2:06 PM**

**Player Released: 2:01 PM**

In a statement Tuesday, the NFLPA said **Magid was fined \$25,000 and suspended as a certified contract adviser for six months.** The NFLPA said (Marty) Magid was punished for "committing actions that adversely impact his ability to serve as a Certified Contract Advisor..."

**Grievance: 180 Days**  
**Section 5 B**

## AGENT DUTIES:

**SECTION 3 A(17):  
FIDUCIARY AT ALL TIMES**

**SECTION 6 D(5):  
PROHIBIT AGENT FROM  
TAKING ON NEW CLIENTS  
FOR SET PERIOD OF TIME.**

[https://www.espn.com/nfl/story/\\_/id/9864864/elvis-dumervil-former-agent-punished-nflpa](https://www.espn.com/nfl/story/_/id/9864864/elvis-dumervil-former-agent-punished-nflpa)

# NFL

## NFL Agent Roundup (Archives - 2016)

### CARD ISSUES DISCIPLINE FOR CONTRACT ADVISOR BEN DOGRA

...Committee on Agent Regulations and Discipline (CARD) unanimously voted to impose discipline on **Certified Contract Advisor Ben Dogra** for violations of the NFLPA Regulations Governing Contract Advisors (“Regulations”). Based on verified information included in a **thirty-eight (38) count disciplinary complaint, sworn testimony, and careful review of the evidence**, CARD revoked Mr. Ben Dogra’s certification, with a right to re-apply to become a Contract Advisor after three years and a \$200,000 fine.

Mr. Dogra has the right to appeal CARD’s discipline before an independent arbitrator. If Mr. Dogra appeals, any discipline is stayed until the appeal process is completed.

**DISCIPLINE &  
ARBITRATION  
=  
CONFIDENTIAL  
=  
THIS PRESS RELEASE  
IS  
OFFICIALLY  
USELESS**

[https://nflpa.com/press/agent-discipline-committee-revokes-ben-dogra-s-certification-issues-fine?utm\\_source=chatgpt.com](https://nflpa.com/press/agent-discipline-committee-revokes-ben-dogra-s-certification-issues-fine?utm_source=chatgpt.com)

# NFL

## CBA & NFLPA Strip Club Expenses, 6/23/25

### NFLPA Boss Lloyd Howell, Jr. Resigns After Two Years

...”The report cited internal union documents showing Howell charged the union **\$738.82** for transportation to a **Miami strip club** and **\$2,426** for an **Atlanta strip club** visit with two employees during a **union retreat** in February...”

[https://www.espn.com/nfl/story/\\_/id/45800610/inside-nflpa-executive-director-lloyd-howell-tenure](https://www.espn.com/nfl/story/_/id/45800610/inside-nflpa-executive-director-lloyd-howell-tenure)

# NFL

## CBA & NFLPA Self Dealing, 7/25/25

**Allegations: Union Leadership Self Dealing & Conflict of Interest**

“A criminal investigation into finances of the NFL Players Association includes potential misuse of funds and self-enrichment by union officials, according to a confidential document obtained by ESPN...

In May, ESPN reported that the FBI was investigating financial dealings involving OneTeam Partners, a \$2 billion group-licensing firm co-founded by the NFLPA and the Major League Baseball Players Association in 2019 to monetize athletes' name, image and likeness. Howell and MLBPA head Tony Clark held board seats at OneTeam.

Government is watching response [and] could quickly ramp up and expand scope of existing DOJ criminal investigation, the document states. "Board [and] Officers need to show government [and] fellow union members that they are acting immediately to find out depth of problems at union [and] related entities.”

[https://www.espn.com/nfl/story/\\_/id/45822794/feds-probing-nflpa-actions-criminal-doc-says](https://www.espn.com/nfl/story/_/id/45822794/feds-probing-nflpa-actions-criminal-doc-says)

# NFL

## CBA & NFLPA, 7/17/25 “Fake Injury” Claim

“An arbiter in February ruled in favor of the NFL in a grievance that the NFL Players Association, including then-president JC Tretter, **encouraged** running backs to **"exaggerate" injuries to increase leverage** during contract disputes...

The Arbitrator upheld the Management Council's grievance in its entirety and found that Mr. Tretter's statements violated the CBA by improperly **encouraging players to fake injury**.

[https://www.espn.com/nfl/story/\\_/id/45763049/arbiter-ruled-nfl-grievance-vs-nflpa-rb-advice](https://www.espn.com/nfl/story/_/id/45763049/arbiter-ruled-nfl-grievance-vs-nflpa-rb-advice)

# NFL

## CBA & NFLPA, 7/17/25 “Fake Injury” Claim

CBA (NFL & NFLPA):

Article 2, Section 2. Implementation: The parties will use their **best efforts** to faithfully carry out the terms and conditions of this Agreement (CBA) and to see that the terms and conditions of this Agreement are carried out in full by players and Clubs. The NFL and **NFLPA** will use their **best efforts** to see that the terms and conditions of all **NFL Player Contracts** are carried out in full by players.

Article 3, Section 1. No Strike/Lockout: ...neither the **NFLPA nor any of its members** will engage in any strike, **work stoppage**, or other concerted action interfering with the operations of the NFL or any Club for the duration of this Agreement...

[https://www.nbcsports.com/nfl/profootballtalk/rumor-mill/news/nfl-nflpa-concealed-another-grievance-ruling?utm\\_source=chatgpt.com](https://www.nbcsports.com/nfl/profootballtalk/rumor-mill/news/nfl-nflpa-concealed-another-grievance-ruling?utm_source=chatgpt.com)



# NCAA Updates

**A Sign of the Apocalypse...**

**“A youth hockey league..suspended three seven-year olds for playing in an unsanctioned outlaw league.”**

Sports Illustrated, 2/11/19

# NCAA Updates

PRE '21

SCHOLARSHIP

'21-'25

SCHOLARSHIP  
NIL  
TRANSFERS

'25 —>

SCHOLARSHIP  
NIL  
TRANSFERS +++  
&  
*REVENUE SHARE*

## NON-AGENT LAWYER: (NCAA Q&A)

Question No. D25: Does a student-athlete have the right to representation during the negotiation of any agreements with their institution?

Answer: Yes. Student-athletes may have a parent, guardian, lawyer...present during the negotiation of any such agreements...

# NCAA Updates

## NCAA Athletic Programs

- **DI 360+**
- **DII 290+**
- **DIII 420+**
- **Total: 1070+**

**‘MO MONEY...**

**‘MO PROBLEMS:**

**SCHOOL  
TEAM  
COACHES  
PLAYERS  
FAMILY  
BOOSTERS  
BRANDS  
AGENTS**

# NCAA Updates

## NCAA Student-Athletes

- **NCAA Student Athletes: 500K+**
- **Football**
  - **Players 77K**
    - **“Go Pro” 1.5%**

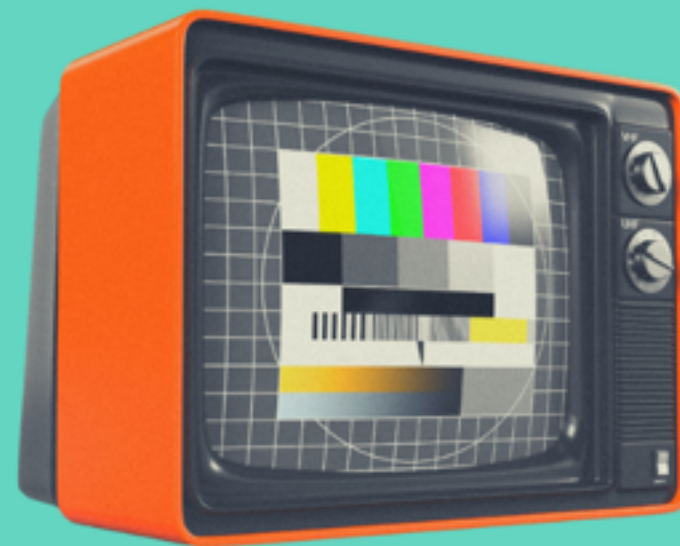
1904

\*\*\* ENDORSEMENT \*\*\*  
JAMES HOGAN  
YALE FOOTBALLER  
J.T. WILCOX CIGARETTES  
*\$0.12/Pack*

- NCAA Guide 2025-26

# NCAA Updates

NCAA  
PRESS  
RELEASE



# NCAA Updates

## NCAA Press Release, 9/10/25 Sports Wagering

“The NCAA Committee on Infractions released the findings after an **NCAA enforcement investigation uncovered violations by three student-athletes** who competed in men's basketball at Fresno State and San Jose State...

As a result, **they violated ethical conduct rules, triggering permanent ineligibility...**

**The individuals — Mykell Robinson, Steven Vasquez and Jalen Weaver —** were released from their respective teams and are no longer enrolled at their previous schools...

Robinson and Vasquez...discussed over text message that **Robinson planned to underperform** in several statistical categories during one regular-season game.

Robinson, **Vasquez and a third party bet a combined \$2,200 on Robinson** for his under-line performance in those categories...”

# NCAA Updates

## NCAA Division I Manual (Article 10.02; 10.3) Sports Wagering

It is **not permissible for student-athletes**, coaches, and athletic department staff members to place, accept or solicit a wager (on a student-athlete's own behalf or on the behalf of others) of any type or engage in any other type of gambling activity with any individual or organization on any intercollegiate, amateur or **\*professional team (SEE BELOW)** or contest in any sport that is sponsored by the NCAA...

In addition, **student-athletes shall not knowingly provide information to individuals involved in organized gambling** activities concerning intercollegiate athletics competition.

Student-athletes are responsible for the following:

- **Reporting to the Director of Athletics or Compliance Office any offers of gifts, money, or other benefits in exchange for supplying information or for attempting to alter the outcome of any contest;**
- **Maintaining a clear understanding of what constitutes gambling and bribery activities and reporting any suspected infractions...**

**•RULE CHANGE TO ALLOW COLLEGE STUDENT ATHLETES TO GAMBLE ON PRO SPORTS. PUSHBACK FROM DIV I SCHOOL DUE TO RECENT NBA SPORTS GAMBLING INVESTIGATION. RULE CHANGE PLANNED FOR 11/22/25...STAY UP TO DATE AT NCAA.ORG FOR ANY CHANGES, AMENDMENTS, ETC.**

[https://www.espn.com/college-sports/story/\\_/id/46762598/ncaa-delays-rule-change-permitting-college-athletes-bet-professional-sports](https://www.espn.com/college-sports/story/_/id/46762598/ncaa-delays-rule-change-permitting-college-athletes-bet-professional-sports)

**UPDATE - NCAA BAN ON PRO SPORTS BETTING WILL REMAIN IN PLACE. 11/21/25**

**<https://www.ncaa.org/news/2025/11/21/media-center-di-schools-rescind-betting-rules-change-ban-on-pro-sports-betting-remains-in-place.aspx>**

# NCAA Updates

## NCAA Press Release, 8/2/24 Extra Benefits

“Kentucky has reached an agreement with NCAA enforcement...on impermissible benefits...in the football program...

The agreed-upon violations involve at least **11 football student-athletes** receiving **payment for work not performed** between **spring 2021 and March 2022**.

Eight of the student-athletes went on to compete and receive actual and necessary expenses while ineligible.”



# NCAA Updates

NCAA Press Release, 7/2/24  
**Extra Benefits**

“Former UNLV women's track and field head **coach Dorian Scott** violated ethical conduct rules when he **knowingly provided impermissible benefits** to two student-athletes and **instructed them to lie about those benefits...**

...The coach also **impermissibly** arranged for **team members** to be provided a **supplement...**

...The school and enforcement staff agreed that Scott violated ethical conduct rules in July 2022 when he knowingly provided a student-athlete with **international round-trip airfare** so she could visit family members. **He then instructed the student-athlete to lie about the airfare and falsify compliance documents...**”

# NCAA Updates

## NCAA Division I Manual (Article 16.02.3; 16.11)

### Extra Benefits

Extra benefits based upon your status as a student-athlete are prohibited by NCAA rules.

The NCAA defines an “extra benefit” as any special arrangement by an institutional employee or a representative of the institution’s athletics interests (i.e., “booster”) to provide a student-athlete (or a student-athlete’s relative or friend) a benefit that is not generally available to other University of Washington students and their relatives and/or friends, unless expressly authorized by NCAA legislation.

**UW:** You cannot accept anything of value from an employee of the UW athletics department or a booster (e.g., loans, use of a car, haircut, meals, clothing, gifts, money, free or reduced-cost housing, payment of cellphone bill, laundry, etc.).

You cannot accept free or reduced-cost merchandise or services, or a special discount or credit on a purchase from any merchant unless that free or reduced cost item is also available to the general public.

# NCAA Updates

**NCAA Participation Policy: Transgender Student-Athletes**  
**2/5/25**

**NCAA President Charlie Baker - statement regarding  
President Donald Trump's executive order:**

**“...We strongly believe that clear, consistent, and  
uniform eligibility standards would best serve today's  
student-athletes instead of a patchwork of conflicting  
state laws and court decisions. To that end, President  
Trump's order provides a clear, national standard...”**

# NCAA Updates

**UW Student-Athlete Guide, '2025-'26**

**UW follows the National Collegiate Athletic Association (NCAA) Transgender Student-Athlete Participation Policy. For more information, please visit <https://www.ncaa.org/sports/2022/1/27/transgender-participation-policy.aspx>**

# NCAA Updates

## NCAA Policy: **Transgender Student-Athletes** (Effective 2/6/25)

- **Main Changes (Student Athlete Assigned Male at Birth):**
  - Not allowed to play on women's team in "game competition"
  - Not allowed a scholarship in women's sports
  - No waivers
- **Definitions:**
  - **Sex Assigned at Birth:** M or F designation on birth records.
  - **Gender ID:** Internal sense of gender (M/W/NB)
  - **Transgender:** Gender ID or expression is different from sex assigned at birth.

# NCAA Updates

**NCAA Policy: [Transgender Student-Athletes](#)**  
(Effective 2/6/25)

**Policy:**

**[Men's Team:](#)**

**All Student Athlete may practice and compete (games).**

**[Women's Team:](#)**

**[Student Athlete Assigned Male at Birth —>](#)**

**Games - Not allowed.**

**Practice - Allowed.**

**[Student Athlete Assigned Female at Birth —>](#)**

**Games - Student Athlete Assigned Female at Birth & hormone therapy (testosterone) may not compete (games).**

**Practice - Allowed.**

# NCAA Updates

## House vs. NCAA + Big 5

- CLASS ACTION SETTLEMENT, 6/6/25
- ISSUES: NIL & SCHOLARSHIPS
- CLASS: 389K - FORMER & CURRENT DI, '16-'24
- 3 CLASSES: (FB & MBB / WBB / OTHER)
- FORMER: PAYOUT FOR LOST NIL (\$2.8B/10 YEARS)
- CURRENT: REVENUE SHARE W/UNIVERSITY

OPT IN/OUT:  
NON-POWER 5 SCHOOLS  
ANNUAL 3/1  
  
REVENUE SHARE  
VS.  
NIL REPORTING

### REVENUE SHARE FORMULA:

- 22% OF BIG 5 AVG. ATHLETIC REVENUE/ANNUAL  
(MEDIA RIGHTS; TIXS; SPONSORSHIPS)
- 2025-26: \$20.5M CAP (PER SCHOOL)
- DISCRETIONARY DISTRIBUTION
- REPORTING PERIOD: 7/1 - 6/30

College Sports Commission: <https://www.collegesportscommission.org/>

# NCAA Updates

## House vs. NCAA (Impact)

**REV  
SHARE**  
  
**\$20.5M**

**ROSTER  
LIMITS**  
  
FB: 105

**3RD PARTY  
NIL  
REPORTING**  
  
\$600+

**ASSOCIATED  
ENTITIES &  
INDIVIDUALS  
“COLLECTIVE”**  
  
1. VBP &  
2. RoC

**ENFORCEMENT:**  
  
**COLLEGE  
SPORTS  
COMMISSION  
(CSC)**

**HIGH SCHOOL  
JUNIORS ->**

**PAYMENTS &  
RECORDS  
REPORT: 14 DAYS  
ENROLLMENT OR  
B/F 1ST GAME  
NO “PAY FOR  
PLAY”**

**See —>**

**HOUSE vs. NCAA Q&A  
CSC FAQ's**



# NCAA Updates

## House vs. NCAA (Key Terms)

- **Revenue Share:** School —> Student Athlete
- **NIL:** School or 3rd Party —> Student Athlete
- **Associated Entity** —> Supports Single School & Student Athletes (vs. Nike; Red Bull)
- **Valid Biz Purpose** —> Promotes Goods/Services Sold to the Public
- **“Range” of Compensation** —> NOT FMV. More Flexible

# NCAA Updates

## House vs. NCAA (Key Terms)

- **College Sports Commission (CSC):** Enforcement Group - Revenue Share; Rosters; NIL Deals.
- **NIL Go:** CSC Platform. \$600+ (Single/Aggregate) Required Reporting w/in (5) BD's of NIL Agreement. Voluntary - Under \$600 or PreSign. High School Juniors - Keep records & report earliest w/in 14 days enrollment or before 1st game
- **CSC NIL Rejection:** Revise & Resubmit; Cancel; Arbitration (Submit 14 / Hearing 45 / Result 5). Athlete does not pay Arbitration fees, expenses.

# NCAA Updates

## House vs. NCAA (HYPO)

Student Athlete Signs 2-Year Revenue Share Agreement (\$250K) —>

- High School QB “PSA” Entering Senior Year of High School
  - August 1st - University Extends Written Revenue Share Offer (\$250K)
  - August - November QB “Shops” Revenue Share Offer with Other Universities
  - December (Early Signing Period) QB Signs University/RSO
- Signing Incentive Paid AFTER University Enrollment: \$50K
- January 1st of Year One: \$100K
- January 1st of Year Two: \$100K
- Benefit Cap Result:
  - Year One: \$150K
  - Year Two: \$100K
- If QB Transfers Before Year Two (Buyout From Transfer School Against Cap)

HIGH SCHOOL  
|  
FROSH  
|  
SOPHOMORE

# NCAA Updates

## House vs. NCAA Post-Settlement Issues

- NCAA —> Antitrust Exemption Request? (Pro Sports)
- Student Athlete **Employees**? (Still Open)
- **Income Tax** & NIL? (States - Breaks & Exemptions)
- **Title IX**? (3rd Party NIL vs. University Revenue Share)



<https://www.ropesgray.com/en/insights/alerts/2025/06/house-v-ncaa-settlement-approved-era-of-direct-payments-to-college-athletes-begins>

# NCAA Updates

## WA Uniform Athletes Agent Act - Definitions RCW 19.225.010

**"Agency contract"** ...student athlete authorizes a person to negotiate or solicit a pro sports or **endorsement** contract.

**"Endorsement contract"** ...student athlete is paid based on **any value** that the athlete has because of athletic ability or performance.

**"Recruit or solicit"** ...influencing the choice of an athlete agent by a student athlete or parent/guardian of the athlete.

The term does not include giving advice on the selection of a particular athlete agent in a **family**, coaching, or social situation **unless** the individual giving the advice does so because of the **expectation of an economic benefit**, directly or indirectly, from the athlete agent.

Pianist  
+  
QB?

TABLE  
SELECTION

# NCAA Updates

## WA UAAA: Definitions RCW 19.225.010



LAWYERS

**"Athlete agent" does not include** an individual who:

(ii) Is a **licensed**, registered, or certified **professional** and offers or provides services to a student athlete **customarily provided** by members of the profession, **unless** the individual:

(A) Also **recruits or solicits** the athlete to enter into an agency contract;

(B) Also, for compensation, procures employment or offers, promises, **attempts, or negotiates to obtain employment** for the athlete as a professional athlete or member of a **professional sports** team or organization; or

(C) Receives **consideration** for providing the services calculated **using a different method** than for an individual who is not a student athlete.

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

Simpler Times...

Texas Cheerleader Case:

“...(Wanda) Holloway, then 36, made headlines as the crazed “Pom-Pom Mom” who cooked up a scheme...to hire a hit man to bump off the mother of (her daughter’s) cheerleading rival...”

[people.com](http://people.com), 2/20/12

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## Ch 18: Student Standards for Interscholastic Eligibility

- **Gender Identity & Expression**
- **Name, Image & Likeness (NIL)**
- **Q&A Amateur Standing**



# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## 18.16.0 GENDER IDENTITY PARTICIPATION:

All students have the **opportunity to participate in WIAA athletics** and/or activities in a manner that is consistent with their **gender identity**...

Athletes will participate in programs consistent with their gender identity or the gender *most consistently* expressed (**gender expression**).

Once the student has been granted eligibility to participate in the sport consistent with their gender identity, the **eligibility is granted for the duration** of the student's participation...

## “General” Idea of National Numbers/Estimates:

8M High School Student Athletes

1% Transgender

= 80K Transgender Student Athletes

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## APPENDIX 2: POSITION STATEMENT ON BOYS & GIRLS PROGRAMS

- **Single Sport & Two Teams** (Soccer) = Boys | Girls
- School District may maintain **separate athletic teams for boys & girls** if similar equal opportunities (Tackle Football - boys) and (Volleyball - girls)
- If **no “similar or equal programs”** for boys & girls, members of opposite sex cannot be denied privilege of turning out for a given team. **No sanctions** for co-ed team.
- If school provides **only a team for boys** (tackle football), girls may join.
- If school provides **only a team for girls**, boys may not join unless limited opportunities in other sports for boys.

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## APPENDIX 3: GENDER IDENTITY

Language and terminology are continually evolving, which means that people talk and think about gender in many different ways...a starting point for any conversation about gender:

1. **ASSIGNED SEX** describes the sex a person was **given at birth** based on their anatomy. Falls within two categories: female and male.
2. **GENDER EXPRESSION** describes the **external ways** in which a person expresses their gender identity to the world...(behavior, emotions, fashion, hair, makeup, interests, toys, colors, activities)
3. **GENDER IDENTITY** refers to a person's **innate sense** of their own gender. This can include being female, male, both, genderfluid, or other, **regardless of their assigned sex at birth**. Examples:

**CISGENDER** ...a person whose **assigned sex aligns with their gender identity**, e.g., someone who was assigned female at birth and whose gender identity is female.

**TRANSGENDER** ...a person whose **gender identity differs from their assigned sex**, e.g., someone who was assigned female at birth, but whose gender identity is male.

**NONBINARY** ...used to describe a **variety of gender identities** that do not fall into one of the two traditional (binary) categories—male or female. It can indicate a person's gender identity that is something other than male or female, that is neither entirely male nor entirely female, or that **blends elements** of being male or female.

Correct usage examples: a *cisgender person*, a *transgender person*, a *nonbinary person*.

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## APPENDIX 3: GENDER IDENTITY

### TRANSITIONING:

Process where person begins to live in congruence with their gender identity.

Each person's transition is distinct.

Steps may include combo of legal, medical, or social changes (name/pronouns, ID documents, appearance)

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

## **18.24.1 NAME, IMAGE AND LIKENESS (NIL):**

Student, Family Member or Anyone Else on Behalf of Student may not enter NIL agreement that relates to student's connection to their High School. Result = Immediate loss of eligibility.

### **18.24.1.1**

Student allowed to pursue NIL deals provided no affiliation with team/school.

### **18.24.1.2**

Student not allowed to wear team uniform or use school marks, logos...

### **18.24.1.3**

School can't promote or be affiliated with any NIL deal.

## **18.24.6 CONGRATULATORY ADVERTISEMENTS:**

A business can include the student-athlete's name only; can place its trademark on the advertisement; but can't include the product/service in the advertisement.

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

- **18.24 AMATEUR STANDING (SUMMARY)**
- **Student allowed to be pro in sport A & amateur in sport B**
- **Student may accept “actual & necessary” expenses for athletic trip (transportation, housing, meals)**
- **Student may accept merchandise & in-kind gifts up to \$500/year based on performance in that sport (8/1 - 7/31)**
- **If merchandise is part of camp fee —> excluded from \$500 cap**
- **Gift Cards allowed (no cash; not exchangeable)**
- **Student may instruct, supervise, officiate for pay**
- **Student may wear t-shirt w/jersey number & school colors for NIL deals**
- **Student may represent him/herself & town but not the team/school in NIL deals**

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

**Parent (Client) Frantically Calls You 3 Minutes Before Radio Interview of son (QB - High School Senior).**

- **Hypo: KJR wants to interview QB for “Player of the Game” segment. KJR will give QB \$25 IHOP gift card for “football game performance.” Allowed?**
- **Answer: To maintain football amateur status —>**
  - **QB can’t endorse IHOP, and**
  - **\$25 gift card applies against the \$500 gift limit per sport (football).**

# WASHINGTON HIGH SCHOOL WIAA '25 - '26

**Car Dealership (Client) Frantically Calls You 3 Minutes Before High School QB Performs Advertising Deal.**

- **Hypo: Local car dealer wants to feature QB in print advertisement. QB will wear t-shirt with his uniform number 12 and in school colors. QB will also identify his town. Allowed?**
- **Answer: T-shirt allowed provided —>**
  - **The school name, logo, & marks are not on the t-shirt**
  - **QB may identify himself & his town**
  - **QB may not identify his high school.**



# WASHINGTON HIGH SCHOOL WIAA '25 - '26

**SPORTS  
PARENT  
CONFUSION**

**WIAA:  
\$500 GIFTS  
(Per Sport)**

**8/1 - 7/31**

**NCAA:  
REVENUE  
SHARE**

**7/1 - 6/30**

- **WIAA 18.24.2.1:**

**Merchandise, In-Kind GIFTS allowed  
Based on performance in that sport  
\$500 Limit PER-SPORT (8/1 - 7/31)**

**9/20: Calloway Golf Clubs \$500 (Annual Max)**

**7/20: Ping Golf Balls \$100 —> VIOLATION**

# CONTACT

NFL

“VALUES”

NCAA

“TURMOIL”

HIGH SCHOOL

“IMPACT”

# CONTACT

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**Cell: 206.687.3895**  
**[CoachBrianBrunkow@gmail.com](mailto:CoachBrianBrunkow@gmail.com)**  
**[brianbrunkow.com](http://brianbrunkow.com)**

**Bar: WA '01 & CA '06**



## SEMINARS:

- **ARIZONA FOOTBALL COACHES ASSOCIATION**
- **GLAZIER FOOTBALL COACHES CLINIC - RENO, VEGAS & L.A.**
- **HORIZON ACADEMY HIGH SCHOOL, SAN DIEGO**
- **SOUTHWESTERN LAW SCHOOL, L.A.**

# Welcome to the NFL, Rook!

## *Lawyers Wrangling Elites & Egos*

### Course Summary:

The always idiosyncratic Nassim Taleb likes to say, **"Nothing is more permanent than 'temporary' arrangements..."** This course explores current challenges of lawyers representing and advising elite (entitled) athletes, bombastic sports agents, and flawed institutions operating in today's mercurial and shifting compliance environment. *Welcome to the NFL, Rook!* gives lawyers an inside look at current developments in the NFL, NCAA, and Washington's WIAA — focusing on client management, let's call it "gray-area" decision-making, and emerging regulatory trends that every sports or compliance professional should understand.

### Key Topics:

We'll examine impactful real-world issues from the past few years, including:

- The **NFLPA's leadership controversies and allegations** such as 'nudging' disgruntled players to embellish injuries for trade leverage, holding 'ol timey union meetings at strip clubs and a new FBI investigation involving potential self-dealing and conflicts of interest by union leadership.
- **Agent discipline and competition** in a marketplace where only 1,700 NFL players are represented by roughly 1,000 circling, hungry agents (AKA – a recipe for rationalizations and bad decision making when the rent is due).
- **NCAA investigations** into athlete wagering and improper benefits, and what these settlements and punishments reveal about compliance lapses and risk.
- The **House v. NCAA settlement**, creating the first-ever revenue-sharing model in college sports, introducing new roster and scholarship rules, implementing new Name, Image, and Likeness (NIL) reporting requirements, and the establishment of a third-party enforcement group (College Sports Commission).
- The **February 2025 NCAA transgender athlete policy change** contrasted with Washington's **WIAA policy**, highlighting the complexity of balancing inclusion, fairness, and eligibility.
- The expanding reach of **(NIL) opportunities at the college and high school levels**, and the compliance and reputational concerns they raise.

### What You'll Learn:

My goal is to skip the theory whenever possible. I'll focus on providing you with practical strategies for managing difficult, competitive, high-maintenance clients and help you maintain professional credibility when advising athletes and agents with significant influence and options. Let's face it – based on the numbers, you probably need that high-profile client more than they need you. So on the front end of the program – we'll cover client management tips and the impact of clients' cognitive bias, and then we'll dive into specific issues in the NFL, NCAA, and high school athletics.

### You will leave better equipped to:

- Counsel clients under intense public, reputational, and financial pressure.
- Navigate confusing, fast-changing NCAA and state-level rules.
- Approach sensitive policy debates — such as transgender participation with professionalism, empathy, and legal precision.
- Provide clients with a simple, understandable framework for Name + Image + Likeness changes, limits, and timelines.

Maybe you're saying, "But I don't practice sports law." But...you might soon.

- Family Law: Your client has a daughter in high school who plays high school golf. She just accepted \$500 in free golf gear from Calloway. May she accept any more corporate golf gifts over the next 12 months and protect her amateur eligibility in golf?
- Business Law: You are counsel for a local yoga studio near campus. Client needs advice on NIL rules for sponsored YouTube posts to stay out of trouble. Can your client pay an NCAA gymnast \$600 (two payments of \$300) and avoid NIL reporting requirements?
- And here's a fun one – let's say your son plays college hoops. He is on a group text with three other teammates. Two of those teammates openly discuss on the group text a "no-show" job they landed on campus. Those two teammates, instead of working, go to the gym while getting paid for the no-show job. Your son is not involved in the wage theft or receipt of non-compliant "extra benefits"....but now what?

And...Welcome to the NFL, Rook!

## **Course Contents:**

### **I. Introduction (0-15 minutes)**

- a. "Day in the Life"
- b. High-Profile Client Management

### **II. Client Management & Cognitive Bias (15-25 minutes)**

- a. Confirmation Bias
- b. Self-Serving Bias
- c. Bubble Bias
- d. Cognitive Bias Strategies

### **III. NFL Agency Overview (25-50 minutes)**

- a. Agency Regulations

- b. Agent Investigations**
    - c. NFLPA Turmoil/FBI**
  - IV. NCAA Updates (50-75 minutes)**
    - a. Investigations**
      - i. Sports Wagering**
      - ii. Extra Benefits**
    - b. Transgender Policy Changes, 2/6/25**
    - c. House vs. NCAA (Revenue Share; Rosters; NIL Reporting)**
    - d. Uniform Athlete Agency Act (WA UAAA)**
- V. WIAA (High School) Updates (75-90 minutes)**
  - a. Transgender Policy (vs NCAA)**
  - b. NIL & Amateur Eligibility**

### Speaker Background:

Brian Brunkow is a Washington and California-licensed attorney with a background in negotiations and dispute resolution. Outside of work, Brian has coached youth football from rookies to high school varsity and speaks at west coast high school coaching conferences on recruiting best practices, parent-coach communication and de-escalation strategies.

### Education & Training:

J.D., *with Honors*, Seattle University School of Law, '00  
Bar Member: WA '01 & CA '06

Mediation Conflict Resolution Advocacy (40-Hour Program)  
Seattle University School of Law

Collaborative Team-Based Negotiations (15-Hour Program)  
Seattle Collaborative Law Group

Pro Bono Clinic Lawyer, Eastside Legal Assistance Program (Parenting Plans – Decision Making & Residential Schedules; Domestic Violence)

## Publications:

*Athlete To Entrepreneur*, reached #16 (Sports Law) @ Amazon/Kindle

*Divorce & The Insanely Busy Sports Mom*, @ Amazon/Kindle

*San Diego Padres General Counsel, "Day in the Life"*, Pacific San Diego magazine

*Youth Sports & Concussions – When in Doubt, Sit Them Out*, KCBA Journal; The Washington Coach

## **Seminars:**

Guest Speaker – Sports Parenting & NCAA Recruiting, Southwestern Law School, Los Angeles

Guest Speaker – Parent & Coach Communications, Horizon Academy High School, San Diego

Seminar Leader – Coaching Communication & Conflict Resolution, Arizona Football Coaches Association

Seminar Leader – Divorce & Sports Parenting, Glazier Football Clinics, Las Vegas & Reno