COLLEGE ATHLETICS INDUSTRY

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A New Front in the NCAA Revenue Sharing Litigation Landscape

Two cases filed in the Circuit Court of Lafayette County, Mississippi on July 27, 2026 demonstrate a new arena in litigation related to revenue sharing in college athletics. Pursuant to the settlement reached in the *House v. NCAA*[1] antitrust litigation, NCAA Division I college athletic departments are now permitted to enter into revenue sharing agreements, up to a total of $20.5 million per year, with student-athletes enrolled in those universities. These new cases raise the question of what remedies schools may properly exercise if the student-athletes with whom revenue sharing agreements have been entered decide to leave that school before the end of the term of the revenue sharing agreement.

In *The University of Mississippi v. Princewill Umanmielen*[2] and *The University of Mississippi v. Devin Harper,*[3] the University of Mississippi (the "University") has sued two student-athletes who, after singing revenue sharing agreements with early termination penalties, chose to enter the transfer portal and to subsequently leave the University for other schools. Both cases relate to revenue sharing agreements executed between the University and the named student-athletes in January 2026. Under both agreements, the student-athletes were to be paid undisclosed amounts[4] on the condition that they remained enrolled at the University, in good standing with his athletic team, and with an active Athletic Financial Aid Agreement in place. Both agreements are alleged to have included an early termination payment required to be paid if the student-athletes terminated the revenue sharing agreements by entering the transfer portal and transferring to another university with 90 days of their signing. In both cases the student-athletes allegedly entered the portal, transferred to Louisiana State University, and failed to make the early termination payments upon demand. As a result, the University seeks to recover, respectively, the $550,000 and $400,000 it claims is owed, as well as attorneys fees and costs associated with the litigation.

These cases are specific to the agreements entered into by the University and the student-athletes at issue, but these cases highlight significant changes in the world of college athletics, including new risks faced by athletic departments and student-athletes in this revenue sharing environment.

In particular, when preparing revenue sharing agreements, institutions now must plan, and contract, for contingencies that were not previously present in the NIL area. For example, because revenue sharing is predicated on the idea that student-athletes are compensated for revenues they derive for the institution, if a student-athlete's revenue-creation value is affected, for example through a transfer or through injury, what remedies, if any, are available to institutions for their own protection. Similarly, because institutions are now directly paying student-athletes, as opposed to third-parties or collectives, the new revenue sharing paradigm raises significant issues related to the employment status of student-athletes, along with additional antitrust concerns related to state NIL laws. Even separate from the contractual issues themselves, disputes have arisen about institutional attempts to keep the terms of such agreements confidential from state public records laws.

Within this shifting legal landscape, the Kutak Rock College Athletics Industry Practice Group is available to assist institutions with navigating issues affecting the college athletics industry, including with respect to revenue sharing agreements, as well as to help institutions discern future challenges that may be encountered. If you are a Division I institution, please reach out to the authors or a member of Kutak Rock's College Athletics Industry Practice Group for more information.

[1] *In re College Athlete NIL Litigation,* Case No. 4:20-cv-03919-CW (N.D. Cal. June 6, 2025).
[2] Case No. L26-341 (Lafayette Co. Cir. Ct. July 27, 2026).
[3] Case No. L26-342 (Lafayette Co. Cir. Ct. July 27, 2026).
[4] In In both cases, the University states that the agreements and their terms are confidential.