

What Novel NIL Suit Reveals About College Sports Landscape

By **Tim Heafner, Max Rothman and Sean Andrews** (September 24, 2025)

College football season is just underway. But while the University of Wisconsin-Madison and the University of Miami are not scheduled to face off on the field this fall, they are locked in a different battle that may have a big impact on the future of college football.

On June 20, the University of Wisconsin-Madison and its affiliated name, image and likeness, or NIL, collective sued the University of Miami in the Dane County Circuit Court of the State of Wisconsin.[1]

The complaint alleges Miami knowingly and tortiously interfered with Wisconsin's NIL contracts with Xavier Lucas, a standout Wisconsin football player, and improperly induced Lucas to abandon those deals and transfer to Miami.

This first-of-its-kind lawsuit highlights new challenges and risks universities will face following the June 6 approval of the House settlement — the landmark agreement between college athletes, the NCAA and major NCAA athletic conferences that, among other things, allows universities to share revenue with their student-athletes and enter agreements with student-athletes for use of their NIL.

While the NCAA has long had certain antitampering rules designed to prohibit schools from recruiting student-athletes that are committed to another university, universities and collectives that enter into NIL agreements with student-athletes now may have contractual rights and interests as well. The Wisconsin v. Miami lawsuit is the first case to test when recruiting may cross the line into tortious interference with contract.

This article summarizes Wisconsin's lawsuit against Miami and Miami's pending motion to dismiss, identifies certain factors the court may consider when analyzing Wisconsin's tortious interference claims, and discusses several takeaways from the lawsuit, including how Wisconsin's and Miami's direct involvement with the NIL agreements at issue set the stage for this lawsuit and highlights the increased risk universities may face going forward.

The Wisconsin v. Miami Lawsuit

After being heavily recruited in high school, Xavier Lucas elected to sign his letter of intent to play football at Wisconsin.[2] Lucas joined the team in June 2024. By the end of his freshman season, Lucas was a key starter on the team, and, per Wisconsin, was a star who had a bright future as a Badger.

Indeed, Wisconsin felt Lucas was a cornerstone of its football program, and Wisconsin's NIL collective paid him substantial compensation during his freshman season.

In December 2024, immediately following Lucas's freshman season, Wisconsin offered Lucas



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a significant new two-year compensation and NIL agreement predicated on approval of the then-pending House settlement. There were two separate NIL agreements — an agreement with Wisconsin's NIL collective and a separate contract with the university itself.

The agreements granted Wisconsin an exclusive license to use Lucas's NIL rights for a two-year period and precluded Lucas from granting his NIL rights to any other institution or playing for another football team during that period. Wisconsin alleges Lucas signed both agreements in early December 2024.

A few days after signing the agreements, Lucas returned home to Florida for winter break. Here, the complaint alleges, Lucas was approached by "a Miami coach and a prominent Miami alumnus," who offered him a more lucrative contract than the deals Lucas had just signed with Wisconsin.

Shortly thereafter, Lucas requested that Wisconsin place him in the transfer portal. Wisconsin refused that request in light of Lucas's contracts with the school and its collective. Lucas nevertheless unenrolled from Wisconsin, enrolled at Miami, and began practicing with Miami's football team in early January.

In June, Wisconsin and its affiliated NIL collective filed suit against Miami in Wisconsin state court, bringing claims for tortious interference with contract, tortious interference with prospective contracts, and for a declaration that Miami's actions constituted impermissible tampering. Wisconsin has requested damages to "compensate it for the pecuniary and reputational harm" it has suffered.

On Aug. 8, Miami filed a motion to dismiss the complaint, seeking to dismiss the lawsuit for lack of personal jurisdiction and, in the alternative, to dismiss the tortious interference with prospective contracts and declaratory relief claims for failure to state a claim.[3]

In the pending motion, Miami argues that it has no regular contacts in Wisconsin and that the alleged tortious conduct did not occur in Wisconsin. Miami also argues that Wisconsin and its NIL collective cannot allege tortious interference with any prospective contract because they failed to plead any prospective contracts Wisconsin and the collective were due to sign with Lucas. Finally, Miami argues there is no active dispute for the court to resolve in the declaratory relief cause of action.

Recruiting or Tortious Interference?

Tortious interference with a contract, or a prospective contract, ordinarily occurs when a third party improperly interferes with a contract between two other parties. It is a state law cause of action, so the exact contours of the tort will vary by state. To prove the claim under Wisconsin state law, Wisconsin will need to demonstrate:

- The existence of a contract or prospective contract with Lucas;
- Miami improperly interfered with the relationship;
- Miami's interference was intentional;
- Miami was not justified or privileged to interfere with the present or prospective contractual relationship; and
- Wisconsin was damaged by Miami's interference.[4]

While the current pleadings suggest that there are open factual questions — e.g., Wisconsin alleges that Miami had impermissible contact with Lucas, while Miami disputes that and contends that Lucas reached out to Miami — one key legal question will be whether Miami's contacts with Lucas were improper.

Courts in Wisconsin consider several factors when determining whether an alleged act of interference is improper. According to the 1980 decision in *Liebe v. City Finance Company* in the Wisconsin Court of Appeals, courts should:

Consider the nature of the defendant's conduct, consider the defendant's motives, consider the interest of the plaintiff with which the defendant's conduct interfered, consider the interest sought to be advanced by the defendant, consider the social interest in protecting the freedom of action against the defendant and the contractual ... interest of the plaintiff, consider the proximity or remoteness of the defendant's conduct to the interference, and consider the relations between the parties.[5]

Thus, the determination of whether Miami's contacts and any efforts to recruit Lucas to Miami were improper will be a fact-intensive inquiry.

Lucas Not a Party to the Litigation

The agreements at the center of the lawsuit are between Wisconsin and its NIL collective, on the one hand, and Lucas, on the other hand. Further, according to the complaint, those agreements granted Wisconsin an exclusive license to use Lucas's NIL rights and prohibited Lucas from granting his NIL rights to any other institution or playing for any other team, such as Miami.

It is undisputed that Lucas is now playing for Miami, but there is no claim in the complaint to enforce the contract with Lucas. Indeed, Lucas's name is not even mentioned in the complaint, which refers only to "Student-Athlete A."

In other industries and circumstances, it is common for a plaintiff to bring both a breach of contract claim against the counterparty to the contract and a tortious interference claim against the third party that allegedly interfered with the contract.

Given that one of the elements of a tortious interference with contract claim is establishing the existence of a valid contract, breach of contract is generally the easier of the two causes of action to prove.

Tortious interference, as is the case in Wisconsin, generally requires a plaintiff to establish additional elements, such as that the interference was improper, intentional or not justified.

However, there are circumstances where the plaintiff, for a variety of reasons, may elect not to bring a claim against the counterparty to the contract and only seek relief against the third party that purportedly wrongfully interfered with the contract.

To the extent there are similar interference cases in the future, it will be interesting to see whether universities and/or collectives also seek to enforce their agreements with student-athletes.

Increased Risk for Universities Post-House Settlement

Last year, when college quarterback Jaden Rashada sued certain boosters from the University of Florida and its head football coach Billy Napier over an NIL deal Rashada alleges he was promised, we questioned whether we would one day see a university versus university lawsuit related to an NIL deal.[6]

The Wisconsin v. Miami lawsuit has now answered that question. In addition to a university's interest in retaining and developing student-athletes, a university now may also have a contractual interest that it can seek to enforce in court should another university or collective seek to improperly interfere with that contract.

This opens the possibility of additional disputes in the future and highlights yet another risk that universities may face in the ever-changing world of college athletics.

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[1] Complaint, The Board of Regents of the University of Wisconsin, et al v. University of Miami, No. 2025CV002039 (Dane Cty. Cir. Ct. Jun. 20, 2025).

[2] Complaint, The Board of Regents of the University of Wisconsin, et al v. University of Miami, No. 2025CV002039 (Dane Cty. Cir. Ct. Jun. 20, 2025). The facts herein are taken from the complaint.

[3] Memorandum in Support of Motion of Defendant, University of Miami, to Dismiss Plaintiffs' Complaint for Lack of Personal Jurisdiction or, in the Alternative, for Failure to State a Claim, The Board of Regents of the University of Wisconsin, et al v. University of Miami, No. 2025CV002039 (Dane Cty. Cir. Ct. August 8, 2025).

[4] See Briesemeister v. Lehner, 295 Wis. 2d 429 (Ct. App. 2006).

[5] Liebe v. City Fin. Co., 98 Wis. 2d 10, 15. (Ct. App. 1980).

[6] <https://www.law360.com/articles/1862368/how-first-of-its-kind-nil-lawsuit-is-shaping-college-athletics>.