

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

JASMINE BROWN,
As parent and guardian for J.B., a minor



Plaintiff,

v.

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION,
4080 Roselea Pl
Columbus, OH 43214
Defendant.

Judge _____
Case No. _____

**Jury Demand Endorsed
Hereon**

VERIFIED COMPLAINT

INTRODUCTION

1. Across the country, high school student-athletes are seizing life-changing opportunities by endorsing products, building brands, and being compensated for the value of their name, image, and likeness (“NIL”). Forty-four states and the District of Columbia have recognized this reality and adopted policies that permit high school student-athletes to participate in the NIL marketplace.
2. *Ohio is not one of them.* The Ohio High School Athletic Association (“OHSAA”) remains among the shrinking minority of governing bodies that continues to impose a blanket prohibition, categorically denying Ohio high school student-athletes the same opportunities enjoyed by their peers nationwide.
3. This prohibition, codified in OHSAA’s Bylaws, specifically Bylaw 4-10, has real and devastating consequences. It prevents student-athletes from capitalizing on their achievements, limits access to lawful economic opportunities, and discourages full participation in extracurricular athletics.

4. Plaintiff, J.B., a top-ten nationally ranked high school football player, is among those harmed by OHSA's outdated and unlawful restriction.
5. J.B. has achieved exceptional athletic success at the highest level of Ohio high school football. As a result, he has developed significant name recognition and substantial marketability.
6. Indeed, J.B. has been approached with legitimate NIL opportunities interested in promoting his brand and athletic accomplishments.
7. Yet, because of OHSA's prohibition, J.B. cannot pursue these opportunities without risking his eligibility in high school interscholastic athletics.
8. OHSA's blanket ban not only singles out Ohio's high school student-athletes for unequal treatment, but it also unlawfully suppresses their economic liberty, freedom of expression, and restrains competition in the NIL marketplace.
9. This lawsuit challenges that prohibition and seeks to ensure that Ohio high school student-athletes, including J.B., have the same rights and opportunities recognized by most other states across the country.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to Article IV, Section 4(B) of the Ohio Constitution and R.C. § 2305.01 because Plaintiff asserts claims arising under the laws and Constitution of Ohio. This Court has jurisdiction to issue injunctive relief and declare Plaintiff's rights pursuant to R.C. Chapter 2721, *et seq.*
11. Venue is proper in Franklin County pursuant to Civ.R. 3(C) because Defendant OHSA maintains its principal place of business in this county.

PARTIES

11. Plaintiff J.B., a minor, is a high school football player in the class of 2027 and a nationally ranked prospect who has verbally committed to play football at The Ohio State University. He has received widespread recognition for his athletic ability, including multiple Power Five scholarship offers and substantial media coverage. Jasmine Brown is the parent and legal guardian of J.B., and a resident of the city of Dayton, Ohio.
12. Defendant OHSAA is an unincorporated non-profit association with its principal place of business at 4080 Roselea Place, Columbus, Ohio 43214. OHSAA governs and regulates interscholastic athletics for its member schools throughout the state. OHSAA exercises broad authority over student-athlete eligibility, recruitment, and participation, and it establishes, interprets, and enforces bylaws governing all aspects of high school athletics in Ohio.
13. Defendant OHSAA is, and at all relevant times was, a state actor for purposes of the Ohio Constitution. Although organized as an unincorporated non-profit association under Ohio law, OHSAA performs functions that are traditionally and exclusively governmental in nature including enforcing regulatory standards for interscholastic athletics in public schools across Ohio. OHSAA acts under color of state law and its actions constitute state action within the meaning of the Ohio Constitution.

FACTUAL ALLEGATIONS

13. J.B. is among the nation's elite football players in his class. As a freshman and sophomore, he established himself as one of the top wide receivers in the country, drawing recruiting attention from major college football programs and publicly announcing his verbal commitment to The Ohio State University.

14. J.B. has attracted attention from sports brands and local businesses seeking NIL partnerships, including endorsement and promotional opportunities.
15. For example, J.B. has been approached with multiple NIL opportunities, including the licensing and promotion of trading cards valued in the six-figure range. These opportunities represent not only over \$100,000 in potential revenue but also significant non-monetary benefits, including enhanced personal and professional reputation, expanded brand recognition, valuable networking connections, and long-term career development within the sports and collectibles industry.
16. **But J.B. cannot accept any of these opportunities.** OHSAA's prohibition prevents these businesses from pursuing deals with him.
17. This is because, as a student-athlete at a public high school in Ohio, J.B. is subject to the Constitution and Bylaws of OHSAA, which exercises near-total control over interscholastic athletics in the state.
18. Pertinent to this lawsuit, OHSAA's Bylaws impose a sweeping ban on NIL compensation for high school athletes. Specifically, OHSAA Bylaw Section 4-10 ("Amateur") provides:

4-10-1. A student who represents a school in an interscholastic sport shall be an amateur in that sport. An amateur athlete is one who participates in the activities of his/her sport for the purpose of deriving the physical, mental and social benefits of organized sports competition with no expectation of compensation for his/her participation. Since the student is considered an integral member of the student body, a clear line of distinction between educationally based athletics and professional sports must exist and be maintained at all times. It shall be the shared responsibility of school personnel, the athletes and their parents to maintain this clear line of distinction.

...

4-10-2 An athlete forfeits amateur status, and thus interscholastic athletic eligibility, if any of the following standards of amateurism are violated:

- a) Competing in athletic competition(s) for money/cash or other remuneration.
- b) Capitalizing on the athlete's fame by receiving money, merchandise or services of value. An athlete "capitalizes" on his/her "athletic fame" by accepting money, merchandise or services of value based in whole or in part upon the notoriety the athlete received through his/her athletic skills and achievements. This includes using the athlete's skill, directly or indirectly, for pay in any form in that sport. "Pay" includes, but is not limited to, any direct or indirect remuneration, gratuity or other economic benefit in either the present or future, or any division or split of surplus (bonuses, games' receipts, etc.). Scholarships to institutions of higher education are specifically exempted;
- c) Signing a contract or making a commitment of any kind to play professional athletics, regardless of its legal enforceability or any payment received. This prohibits signing a contract during the interscholastic athletics season that is dated after the completion of the athlete's interscholastic athletic eligibility;
- d) Receiving, directly or indirectly, a salary, reimbursement of expenses, merchandise or services or any other form of financial assistance or benefits from a professional sports organization based upon athletics skills or participation. EXCEPTION: An athlete may receive reimbursement of expenses as per item (a) for a professional tryout;
- e) Competing with any professional athletics team, even if no pay or remuneration for expenses was received; or
- f) Entering into an agreement with a sports or marketing agent (O.R.C. §§4771.01 et seq.)

OHSAA Bylaws are attached as **Exhibit 1** (See pages 56-57).

19. This means that a student-athlete forfeits amateur status (and thus interscholastic eligibility) if they receive any form of remuneration, merchandise, services, or other economic benefit tied to their athletic fame. This restriction applies regardless of whether the NIL activity is related to athletic performance, occurs independently of the school, or has any effect on competitive integrity.

20. Therefore, under OHSAA's Bylaws, J.B. is barred from receiving payment for commercial appearances, social media promotions, or even signing autographs – opportunities that are otherwise legally available to non-athlete students in Ohio, and high school athletes in the majority of other states.

21. This policy places high school athletes in Ohio at a severe economic and competitive disadvantage. As of early 2025, forty-four states and the District of Columbia have adopted policies expressly permitting high school athletes to profit from NIL opportunities. In those states, athletes like J.B. are earning compensation, building brands, and preparing for the realities of college and professional sports.
22. The national trend is unmistakable. In July 2021, the NCAA suspended its longstanding ban on NIL compensation, and since then, every major collegiate athletic conference has embraced NIL rights. The State of Ohio itself enacted laws affirming college athletes' rights to benefit from NIL. *See Ohio Rev. Code § 3376.01 et seq.*
23. Yet, OHSAA has refused to modernize its Bylaws, leaving high school athletes as the only group of student-athletes in Ohio expressly barred from earning NIL compensation.
24. OHSAA acknowledged this discrepancy, but in the spring of 2022, the proposal to change its policy failed, and the existing NIL prohibition remained in place. Because a formal vote is required to amend the rule, no further action has been taken to revisit the issue.
25. This ongoing delay causes immediate and irreparable harm on J.B. and other Ohio athletes. For J.B., the window of opportunity is now since his high school athletic profile and NIL marketability are at their peak – and each day OHSAA enforces its NIL ban, he is forced to forfeit unique opportunities that may never return.
26. The prohibition also undermines Ohio schools. Talented athletes are incentivized to leave Ohio for neighboring states such as West Virginia, Kentucky, and Pennsylvania, all of which permit high school NIL compensation. This competitive imbalance threatens Ohio's ability to develop and retain its best athletes.

27. OHSAA's ban not only deprives J.B. of economic liberty, but it also chills his ability to engage in lawful commercial expression and prevents him from competing on equal terms with athletes in nearly every other state.

28. J.B.'s parent therefore brings this action to end OHSAA's unlawful prohibition, to protect his constitutional and economic rights, and to ensure that Ohio student-athletes are no longer denied the opportunities already recognized across the nation.

CAUSES OF ACTION

COUNT I

Violation of Article I, Section 11 of the Ohio Constitution

(Freedom of Speech)

29. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

30. Article I, Section 11 of the Ohio Constitution guarantees the right to freely speak, write, and publish one's opinions on all subjects.

31. OHSAA operates as a state actor and performs a governmental function by regulating interscholastic athletics in public schools across Ohio. Its bylaws and eligibility rules are enforced through public school membership and carry the force and effect of state regulation.

32. J.B., like other high school student-athletes, seeks to engage in lawful speech by promoting products, endorsing services, and otherwise monetizing his NIL. However, OHSAA's bylaws categorically prohibit J.B. from engaging in such lawful expression solely because he is a student-athlete.

33. The NIL ban does not further an important or substantial governmental interest. The asserted interests – such as preserving “amateurism” or avoiding commercial influence – are speculative and unrelated to any legitimate educational or safety purpose.
34. Even if an interest were asserted, it is directly related to suppressing free expression. The NIL prohibition targets speech *because of its content*. Specifically, it targets the commercial or promotional nature of student-athletes’ messages, and thus constitutes impermissible content-based regulation.
35. The restriction imposes a complete ban on NIL expression and is far greater than necessary to achieve any legitimate purpose. Less restrictive alternatives exist, such as regulating time, place, and manner of NIL activities or requiring prior disclosure and compliance oversight.
36. By enforcing its NIL ban, OHSAA has deprived, and continues to deprive, J.B. of his right to freely speak and publish his opinions as guaranteed by Article I, Section 11 of the Ohio Constitution.
37. Accordingly, OHSAA’s NIL prohibition constitutes an unconstitutional restraint on protected expression and should be declared unenforceable.

COUNT II
Violation of Article I, Section 2 of the Ohio Constitution
(Equal Protection and Due Course of Law)

38. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

39. OHSAA's NIL prohibition denies high school student-athletes in Ohio the same rights to profit from their NIL that are enjoyed by (a) student-athletes in at least 44 other states and the District of Columbia, (b) non-athlete students within Ohio, and (c) college student-athletes within Ohio.
40. The prohibition therefore discriminates against Ohio high school athletes, depriving them of economic rights and opportunities available to their peers both within Ohio and across the country.
41. OHSAA's disparate treatment of Ohio high school athletes is arbitrary, irrational, and not substantially related to any legitimate governmental interest.
42. Additionally, J.B. possesses constitutionally protected liberty and property interests in pursuing economic opportunities and engaging in lawful employment through the use of his NIL.
43. OHSAA's categorical prohibition on NIL compensation arbitrarily deprives J.B. of those protected interests, without adequate justification, notice, or opportunity to be heard.
44. By enforcing its NIL ban, OHSAA has deprived, and continues to deprive, J.B. of his rights under the Equal Protection and Due Course of Law Clause of Ohio's Constitution.

COUNT III

Violation of Ohio Antitrust Law

(Ohio Rev. Code §§ 1331.01 et seq.)

45. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

46. OHSAA's Bylaw Section 4-10, which includes a blanket prohibition on NIL compensation, constitutes a contract, combination, or conspiracy in restraint of trade under Ohio's Valentine Act (R.C. § 1331.01 et seq.), as it prevents student-athletes, including J.B., from participating in the lawful market for NIL opportunities.
47. The relevant market includes, at a minimum, NIL services in Ohio, including endorsement deals, sponsorships, promotional appearances, and social media campaigns. This market is active in forty-four other states.
48. By foreclosing this market, OHSAA suppresses competition, eliminates opportunities for athletes, and restrains the ability of businesses and marketing agencies to contract with willing student-athletes.
49. OHSAA's restraint is not reasonably necessary to preserve amateur athletics; to the contrary, it places Ohio at odds with the majority trend and harms athletes, schools, and businesses alike.
50. J.B. has suffered injury to his business and property within the meaning of the antitrust laws by being excluded from NIL opportunities already available and offered to him.
51. These actions have directly injured J.B. by depriving him of legitimate economic opportunities within Ohio's NIL marketplace.

COUNT IV
(Declaratory Judgment)

52. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

53. Plaintiff requests a declaratory judgment that OHSAA's Bylaw 4-10 containing its NIL prohibition violates Article I, Sections 2 and 11 of the Ohio Constitution and Ohio's Valentine Act (R.C. §§ 1331.01 et seq.).
54. A real controversy exists because the resolution of this dispute will potentially confer rights upon Plaintiff.
55. This dispute is justiciable because Plaintiff is suffering harm based on OHSAA's continued enforcement of Bylaw 4-10, in violation of Article I, Sections 2 and 11 of the Ohio Constitution and Ohio's Valentine Act (R.C. § 1331.01 et seq.).
56. Speedy relief is necessary because any delay will result in loss of time-sensitive, unique NIL business opportunities that cannot be recovered.

COUNT V

Request for Temporary, Preliminary, and Permanent Injunction **(Civ.R. 65)**

50. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.
51. Plaintiff seeks injunctive relief under Ohio Civ.R. 65 to immediately enjoin OHSAA from enforcing its NIL prohibition against J.B.
52. J.B. is likely to succeed on the merits of his claims. OHSAA's NIL ban violates Article I, Section 11 of the Ohio Constitution by restricting lawful commercial speech, violates the Equal Protection and Due Course of Law Clause of the Ohio Constitution by arbitrarily and discriminatorily denying Ohio high school athletes the economic rights afforded to their peers nationwide, and constitutes an unreasonable restraint of trade under Ohio's Valentine Act. Courts across the country have struck down similar restrictions, reinforcing

the strength of Plaintiff's claims and demonstrating the unconstitutionality and unlawfulness of OHSAA's NIL prohibition.

53. J.B. will suffer immediate and irreparable harm absent injunctive relief. J.B. has already been approached with NIL opportunities that he has been forced to decline. These opportunities are time-sensitive, unique, and cannot be recovered once lost. Each day that OHSAA's prohibition remains in place inflicts irreparable harm to his career development, brand reputation, public exposure, goodwill, and constitutional rights.
54. The balance of equities weighs overwhelmingly in J.B.'s favor. Enjoining OHSAA's enforcement of its NIL ban imposes no cognizable harm on OHSAA, as they have no legitimate interest in preventing J.B. from engaging in lawful commercial activity. By contrast, denying relief strips J.B. of once-in-a-lifetime opportunities at a critical stage in his athletic career. Granting injunctive relief will not result in harm to any third parties, only a benefit to Ohio's high school student-athletes and the citizens of Ohio.
55. The public interest strongly favors injunctive relief. Forty-four other states have already recognized that high school athletes should not be excluded from the NIL marketplace. The public interest is served by promoting fairness, competition, and equal treatment of Ohio student-athletes, and by aligning Ohio's high school athletics with the national standard.
56. Plaintiff has no adequate remedy at law. Monetary damages cannot compensate for lost NIL opportunities, media exposure, personal brand building, and the unique time-sensitive benefits of endorsement contracts. Only injunctive relief can prevent the ongoing irreparable harm caused by OHSAA's enforcement of its NIL ban.
57. Accordingly, pursuant to Civ.R. 65, Plaintiff respectfully requests that this Court issue a temporary restraining order, a preliminary injunction, and a permanent injunction enjoining

OHSAA from enforcing its NIL prohibition. A Motion for Injunctive Relief is filed contemporaneously with this Verified Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and against Defendant OHSAA, and grant the following relief:

- a. A temporary restraining order immediately enjoining OHSAA from enforcing its NIL prohibition (Bylaw 4-10) against J.B.;
- b. A preliminary and permanent injunction prohibiting OHSAA from enforcing its NIL ban;
- c. A declaratory judgment that OHSAA's NIL prohibition violates Article I, Sections 2 and 11 of the Ohio Constitution and Ohio's Valentine Act (R.C. §§ 1331.01 et seq.);
- d. An order requiring OHSAA to permit Ohio high school athletes to participate in NIL opportunities consistent with Ohio law and public policy;
- e. Compensatory and treble damages as permitted under R.C. § 1331.08;
- f. Attorneys' fees, costs, and interest; and
- g. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Luke A. Fedlam

LUKE A. FEDLAM (0090591)

MARISSA R. BORSCHKE (0100369)

Amundsen Davis LLC

500 S. Front Street, Suite 1200

Columbus, Ohio 43215

Telephone: (380) 205-6211

Email: lfedlam@amundsendavislaw.com

Email: mborschke@amundsendavislaw.com

Counsel for Plaintiff

JURY DEMAND

Plaintiff hereby requests that this matter be tried to a Jury of eight (8).

Respectfully submitted,

/s/ Luke A. Fedlam

LUKE A. FEDLAM (0090591)

MARISSA R. BORSCHKE (0100369)

Amundsen Davis LLC

500 S. Front Street, Suite 1200

Columbus, Ohio 43215

Telephone: (380) 205-6211

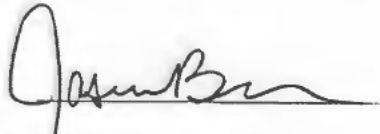
Email: lfedlam@amundsendavislaw.com

Email: mborschke@amundsendavislaw.com

Counsel for Plaintiff

VERIFICATION PAGE

I, Jasmine Brown, being duly sworn, depose and state that I have read the foregoing Verified Complaint and that the facts stated therein are true and correct to the best of my knowledge, information, and belief.



Jasmine Brown

Sworn to and subscribed before me this 14 day of October, 2025.

Notary Public My Commission Expires: October 30, 2027



Lucinda Faye Perry
Notary Public, State of Ohio
My Commission Expires 10-30-2027

