SPORTS LITIGATION ALERT

July 26, 2024 Vol. 21, Iss. 14

Cases

Knicks' Case Against the Raptors Involving Trade Secrets Bounced From Court to Arbitration

By Jeff Birren, Senior Writer

In August 2023, the New York Knicks, LLC sued the Maple Leaf Sports & Entertainment LTD, d/b/a Toronto Raptors, alleging that the Raptors lured a Knicks employee to jump to the Raptors, absconding with trade secrets. Additional defendants included alleged perpetrator Ikechukwu Azotam, the head of video and player development assistant, head coach Darko Rajakovic, assistant video coordinator and player development coach Noah Lewis, plus ten John Doe's, all "unknown" Raptors' employees. The Raptors responded with the obvious motion to compel arbitration

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according to the NBA Constitution and an order sealing Azotam's contract with the Knicks. The District Court sent the dispute to NBA Commissioner Adam Silver for arbitration and partially granted the motion to seal the contract (Opinion and Order, 23-CV-7394 (JGLC) (U.S.D.C., S.D.N.Y.) (6-28-2024)).

Undisputed Facts

Both the Knicks and Raptors are subject to the NBA's Constitution and By-laws. Beginning in 2020, the Knicks employed Azotam in several roles. He "oversaw the Assistant Video Coordinators and was responsible for planning, organizing and distributing video scouting responsibilities for the Knicks' coaching staff." Like all the individual defendants, he contractually agreed to be bound by all NBA rules. He further agreed to "maintain in strictest confidence all confidential or proprietary information" concerning the Knicks. The contract had a forum selection clause, selecting either New York State or Federal Court.

Pled Facts

The Knicks stated that in July 2023 the Raptors began discussing potential employment with Azotam. The team and its staff "recruited and used Azotam to serve as a mole within the Knicks organization to convey information that would assist the Raptors" "in trying to manage their team." He "began to illegally convert and misappropriate the Knicks' confidential and proprietary data." This theft "was done at the direction of Defendant Rajakovic and the Defendant Raptors." Allegedly Azotam sent emails using his Knicks account to the Raptors that attached confidential files, "including scouting reports, play frequency data, opposition research, opposing play tendencies, lists and diagrams of opponents' key plays, and the Knicks' prep book." He also "shared over 3,000 video files" "through a Knicks-operated file-sharing website." Azotam joined the Raptors on August 14, 2023.

Three days later, the Knicks wrote to the Raptors complaining about the theft, demanding that the Raptors destroy the files and provide an accounting of the stolen files. The Raptors side-stepped. They claimed that they "did not know 'what information Mr. Azotam has relating to his work with the [Knicks],' and that the Raptors have 'no interest in any of the information described in the letter.'" The team promised to meet with Azotam "before advising the Knicks on how it would proceed." This is not New York time, so on August 21, 2023, the Knicks sued for breach of contract, tortious interference, unfair competition, unjust enrichment, and various statutory claims.

The Raptors wrote to the NBA to "request" that the NBA Commissioner accept jurisdiction over the dispute. The Knicks opposed the request. The NBA stated that it would "abide further proceedings in the S.D.N.Y. court for a determination of whether this dispute" should be adjudicated in court or NBA-arbitration. It "issued no determination" as to the proper place to decide the dispute. On October 16, 2023, the defendants moved to compel arbitration.

Contest Rules

Second Circuit opinions acknowledge that the Federal Arbitration Act "'reflects a liberal policy favoring arbitration agreements and places arbitration agreements on the same footing as other contracts.' (Meyer v. Uber Techs., Inc, 868 F. 3d 66, 73 (2nd Cir 2017) (cleaned up)." The "role of the court is 'limited to determining two issues: i) whether a valid agreement or obligation to arbitrate exists, and ii) whether one party to the agreement has failed, neglected or refused to arbitrate.' Shaw Grp. Inc. v. Triplefine Int'l Corp, 322 F. 3d 115, 120 (2nd Cir. 2003)." Arbitration applies "only those disputes—that the parties have agreed to submit to arbitration." "Ordinary principles of contract law" are applied to "whether an arbitration agreement was validly formed and whether the parties consented to arbitrate a particular dispute. (First Options of Chi., Inc. v. Kaplan, 514 U.S. 938, 943 (1995))."

Any doubts "'should be resolved in favor of arbitration.' Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 25-26 (1983)." The Court reviews "all relevant, admissible evidence," but the "'party resisting arbitration bears the burden of proving that the claims at issue are unsuitable for arbitration.' Green Tree Fin. Corp-Ala. v. Randolph, 531 U.S. 79, 91 (2000)." General "denials of facts" are not enough.

Tip Off

Here, an arbitration agreement exists. The NBA Constitution gives the commissioner "exclusive, full, complete, and final jurisdiction of any dispute involving two (2) or more members of the Association." In addition, the "Parties have agreed to arbitrate the threshold question of arbitrability." The Knicks sought a judicial determination of arbitrability. Courts "should not assume that the parties agreed to arbitrate arbitrability." The party seeking arbitration bears "the burden of establishing this by clear and unmistakable expression of the parties." However, "rarely do arbitration agreements directly state" whether court or arbitrator will decide this issue. In the absence of such language, "courts must look to other provisions of the agreements to see what contractual intention can be discerned from them."

The Court examined the breadth of the agreement to arbitrate; whether the parties intended to arbitrate particular dispute; whether the parties incorporated procedural rules for the arbitral body to decide issues of arbitrability; the presence of provisions that limit the scope of the arbitrator; and the presence of provisions waiving the right to sue or seek remedies in court.

"The breadth of the Arbitration Clause," the Constitution states, "weighs heavily in favor" of finding that "the Commissioner must determine arbitrability.'" It has broad language and there was no "qualifying provision." "Under such circumstances, 'all disputes necessarily includes disputes as to arbitrability.'" That it involved a breach of contract claim against Azotam "does not change this result." The Knicks argued that this claim did not involve the Raptors, but "by its own terms, the claim at issue expressly involves the Raptors."

The Knicks asserted that because the Arbitration Clause did not expressly incorporate language giving the Commissioner the right to decide arbitrability, it was dispositive that the Commissioner lacked that authority. However, a Second Circuit opinion previously held that "broad language" encompassing "'all disputes—when coupled with incorporation of rules delegating the question of arbitrability to the arbitrator is sufficient to provide clean and unmistakable evidence of the parties' intention to arbitrate arbitrability.' DDK Hotels, LLC. v. Williams-Sonoma, Inc., 6 F.4th 308,319 (2nd Cir. 2021)." The language "any dispute" thus, "sweeps broadly." No "other aspects of the contract" create ambiguity.

The Knicks supplied no language in the Constitution that limited the scope of what was delegated to the Commissioner. The team contended that the forum selection clause in Azotam's contract superseded the Constitution, but as "a matter of black letter law, parties cannot modify a contract without the assent of all of the parties." A "later contract's forum-selection clause cannot supersede" the prior agreement, here the NBA Constitution, "when not all the parties to the prior agreement sign the later one. Wildfire Prods., L.P. v. Team Lemieux LLC, 2022 WL 2342335, at 7 (Del. Ch. June 29, 2022)." In Wildfire a dispute involving a potential sale of the Pittsburgh Penguins was sent to the NHL Commissioner for arbitration.

Furthermore, "the lack of an express arbitration clause" in Azotam's contract does not nullify the Constitution. The Raptors were not a party to that contract, and it cannot therefore supersede the Constitution. The same, too, applies to the portion of the contract that provided that New York law would apply to any dispute between Azotam and the Knicks. The Knicks suggestion to the contrary "completely reads the arbitration clause out of the [NBA Constitution] and, therefore, is not preferred and will be avoided." The "more natural construction" is that disputes solely between Azotam and the Knicks only "are to be litigated in the New York courts."

The Challenge to the Enforceability of the Arbitration Clause "As Applied to the Instant Dispute"

The Knicks insisted that the Court should decide the "question of arbitrability." In the first place, the clause was "indefinite," too broad, and too remote from the present dispute. The team relied on cases that had applied such logic, but "this dispute has a plain nexus to the NBA Constitution itself. The alleged theft of confidential information from an NBA team—including scouting reports, play frequency data, opposition research, opposing play tendencies, lists and diagrams of opponents' key plays, and the Knicks prep book…" in order to give "another team an on-court competitive advantage, plainly relates to NBA basketball and the NBA Constitution."

The Commissioner is charged with "protecting the integrity of the game" and can "direct the dismissal and perpetual disqualification from any further association with the Association or any of its members." This dispute "appears to fall squarely within the type of dispute about cheating over which the NBA Constitution vests the Commissioner with exclusive jurisdiction." The Court declined to contemplate the Knicks' "hypothetical boundaries" and applied the same logic to the individual defendants. The Complaint stated that the Raptors "directed Azotam's behavior and/or knowingly benefited" thereby. The claims therefore "indisputably involve the Raptors." Even the simple breach of contract claim against Azotam "expressly involves the Raptors." Any concerns "do not counsel against compelling arbitration here."

Statutory Claims as a Basis to Avoid Arbitration

The Knicks claims included "(1) violations of the "Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. §1030, et seq; and (2) violations of the Defend Trade Secrets Act ("DTSA"), 18 U.S.C. §1832, et seq." They argued that the NBA Constitution limited their damages to $10M "while the DTSA and CFAA do not cap damages (and, in fact, permit double damages) and the DTSA provides attorneys' fees for the prevailing party." The team stated that courts will not enforce arbitration agreements "that prevent a party from effectively vindicating their statutory rights and securing their statutory remedies."

However, statutory "claims are arbitrable unless 'Congress has evinced an intention to preclude a waiver of judicial remedies for the statutory rights at issued' (Gilmer v. Interstate /Johnson Lane Corp., 500 U.S. 20, 26 (1991))." Nothing suggests Congress intended that claims under either statute were nonarbitrable.

Moreover, the Arbitration Clause does not restrict the Knicks' right to bring these claims, nor "does it purport to limit recovery of attorneys' fees." The Knicks cited "no cases in which a prospective cap in arbitration—rather than a waiver of the right to pursue a species of claim or remedy altogether—was found to prevent" arbitration of statutory rights. Finally, assuming the $10M cap did apply, "there is no indication that this threshold would be reached aside from the Knicks' conclusory assertion." That "does not suffice to convince the Court at a procedural level akin to summary judgment." The Court stated that it "need not inquire further into the damages that would be recovered in the

event of success." These assertions are "not a convincing challenge."

"Commissioner Bias"

The Court spent over three pages of its opinion responding to the Knicks' arguments "that the Arbitration Clause is unenforceable because the designated arbitrator, Commissioner Adam Silver, is biased due to his relationship with Larry Tannenbaum, a minority owner of the Raptors who serves as Chairman of the NBA Board of Governors." The attack on Silver's "fitness" according to the Court,"is premature; it is akin to a complaint about the officiating before the game has started." A district court "cannot entertain such an attack" until the conclusion of the arbitration, Hojnowski v. Buffalo Bills, Inc., 995 F. Supp, 2d 232, 239 (W.D.N.Y. 2014), "(rejecting a challenge to the NFL Commissioner as arbitrator.)"

The Knicks relied on Erving v. Virginia Squires Basketball Club, 349 F. Supp. 716, 179-20 (E.D.N.Y. 1972), but Erving involved a third-party, the-then commissioner had previously represented the team, and was a partner at the firm that represented team and ABA, aff'd, 468 F. 2d 1064 (2nd Cir. 1972). Similarly, "the Commissioner of Major League Baseball should not arbitrate a dispute of claims that are asserted against Major League Baseball (Nostalgic Partners, LLC. v. New York Yankees Partnership, et al, ECF No. 37-1, No. 656724/2020 (N.Y.

Sup. Ct. Dec. 17, 2021))." However, the Court wrote, "These cases are not akin to a member versus member dispute in which the Commissioner and the League do not stand on, or appear to have a vested interest in favoring either side of the ligation."

The Knicks cited a Missouri state court opinion that "declined to enforce an arbitration agreement appointing the NFL commissioner in a dispute brought by a former employee against the Rams. The Commissioner who "'is employed by the league; i.e., the team owners,' was in a 'position of bias' when effectively 'required to arbitrate claims against his employers.'" The designation of the commissioner "was unconscionable under Missouri law. (State ex rel. Hewitt v. Kerr, 461 S.W. 3d 798, 813 (Mo. 2015))."

Unfortunately for the Knicks, that "argument at this stage is foreclosed by Second Circuit precedent. (See Flores v. Nat'l Football League, 658 F. Supp. 3d 198, 218 n.25 (S.D.N.Y. 2023)." Flores stated that Hewitt was contrary to Second Circuit precedent. Moreover, in the "Deflategate" case, the Circuit "rejected the argument that, as a matter of law, the NFL Commissioner cannot fairly arbitrate claims regarding the NFL's conduct. See Nat'l Football League Mgmt. Council v. Nat'l Football League Players Ass'n, 820 F.3d 527, 548 (2nd Cir. 2016)." Naturally, there is a risk of bias, but "arbitration is a matter of contract." The Knicks agreed to the NBA Constitution. As the Circuit stated in Deflategate, the remedy came during the prior negotiations.

The Knicks' next failed contention was that the NBA Constitution was unfair because it did not provide a mechanism for providing an alternative arbitrator. This, too, the Court ruled "is unpersuasive at this stage." Finally, if Silver proves to be biased, the Knicks can return to court as it "retains the authority to review" the decision and reverse it, due to either "evident partiality or corruption (9 U.S. § 10(a)(2))."

Opinion Conclusions

As stated previously, the defendants sought an order sealing Azotam's contract with the Knicks. The Court spent two-and-a-half pages reviewing prior precedent, the Circuit's "three-part test," and balanced "competing considerations." Ultimately, the Court held that the "Raptors Defendants have no privacy interest" in Azotam's Employment Agreement with the Knicks, but the defendants included the contract as part of their motion to compel arbitration. The Court decided that Azotam's income from the Knicks was not material to the disposition of the motion or the "public's ability to understand it," so his interest "narrowly outweighs the presumption of public access." It sealed only those portions of his contract related to compensation and bonus.

The Court sent the parties on the road to arbitration, but with a requirement that no "later than December 13, 2024" they file "a joint letter updating the Court on the status of the arbitration." If Silver determines that the dispute "is not arbitrable, the parties are to inform the Court within seven days via a joint letter." (No need to hold one's breath on that account.) The Raptors declared victory, and the Knicks stated that they were reviewing their options (Ryan Wolstat, "U.S.

court sends Knicks' legal dispute with Raptors back to arbitration: Report", Toronto Sun (6-30-24)).

Editorial Comments

Logic suggests a presumption of guilt. The Knicks maintain access to their email system, and it seems unlikely that they would have sued asserting as fact that Azotam sent thousands of emails attaching files to Toronto, immediately prior to his employment there, without having proof that this happened. If not, the Knicks would have legal difficulties. It also strains credulity to think that there is an innocent explanation for Azotam's alleged behavior. Cross examination of Azotam, and the recipients of the emails, will be more entertaining to some lawyers than any show the NBA puts on the hardwood, wherever this contest is played.

If Azotam did purloin the files, the Knicks have lost leverage by being bounced from court. A New York jury would wallop the Raptors and their acquisition-minded employees in the proverbial New York second. The awarded damages might exceed the requested damages. The Knicks did gain a potential for justice. Silver is the one person who can permanently ban miscreants. He just did so to a former Raptors' player. He can do so again.

On the other hand, the NBA has gained damage control over a potential public scandal. However, Mr. Silver cannot take the punishment low road. A pinky pat punishment of a one million dollar fine and the loss of a mere second round draft choice would be laughable, and the NBA would be excoriated by New York media. That matters in a way that wailing from Toronto does not. Unless the punishment includes the loss of a first-round draft choice, Silver will tacitly be approving such chicanery.

The Knicks "options" are limited. They may seek review in the arbitration-friendly Second Circuit. Perhaps they will tell NBA Commissioner that he is biased. One must wonder about the wisdom of that idea, but the Knicks ignored the reality that both teams' owners are Silver's employers, and media based in New York creates far more of the NBA's financial footing than does Toronto. That leads to more silver for Silver. Bias? If so, which way?

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Federal Appeals Court Affirms Ruling for School District, Which Was Sued by Athlete for Sex-Based Discrimination

The Tenth U.S. Circuit Court of Appeals has affirmed the ruling of a district judge, finding that the appellant, a high school athlete, failed to make a prima facie showing of sex-based discrimination.

The underlying dispute centered on a student at Pecos Independent School District (PISD), De Anza Dimas, who during the 2018-19 academic year was a senior and member of the varsity girls' basketball team. Dimas, an openly LGBT student, was sitting next to her then same-sex girlfriend, T.H., as the basketball team was preparing to depart for a tournament in Pojoaque, New Mexico. On the bus was the school athletic director, defendant Michael Flores, who was aware of the relationship between the plaintiff and T.H., requested that the two exit the bus and follow him into the school gym. Once inside the gym lobby, Flores began to question the two students and recorded the ensuing conversation. The students admitted that they were in a relationship, to which Flores explained that given the circumstances and the unwritten rule that existed that "we would have to [do this] with anybody else, so you guys cannot sit together on the bus."

Flores explained that the teens were not in trouble, but that they were subject to the same policies as everyone else. After the conversation ended, the students and Flores returned to the bus and the team traveled to the tournament.

Dimas submitted a "To Whom it May Concern" letter to PISD, alleging discrimination against her and T.H. in being accosted for sitting next to each other, but "boys and girls from different teams can walk around and hold hands and nothing is said about it." Trujillo responded to the letter by Dimas by referencing the unofficial policy the school has, as referenced above. Dimas completed the basketball season in March 2019, and then participated on the varsity softball team, before graduating that May.

Dimas alleged several claims in her complaint, with the majority being dismissed through summary judgment motions made by the Defendants. The Court was asked to decide two claims: Count 1 – Violation of

Title IX; Count 4 – Fourteenth Amendment Substantive Due Process.

Dimas alleged that PISD violated Title IX through usage of their bus seating policy. As it is widely known, Title IX prohibits discrimination in public education based on sex. The famous phrase: "[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." 20 U.S.C. § 1681(a). Courts evaluating Title IX discrimination claims that relies upon indirect proof of discrimination employ a three-part burden-shifting test that was established by the Supreme Court in McDonnell Douglas Corp v. Green.

The first step in the McDonnell Douglas test requires that the plaintiff establish a prima facie case for discrimination by showing that the school took adverse action against the Plaintiff based on the Plaintiff's sex. Bird v. W. Valley City, 832 F.3d 1188, 1200 (10th Cir. 2016) (sex discrimination claim); Fye v. Okla. Corp. Comm'n, 516 F.3d 1217, 1225 (10th Cir. 2008) (retaliation claim). Once this has been established, the burden shifts to the defendant to "articulate a legitimate, nondiscriminatory [or nonretaliatory] reason for the adverse action." Bird at 1200. If the defendant satisfies their burden, it again shifts to the plaintiff to prove that there is a genuine issue of material fact as to whether the proffered reason was pretextual, otherwise summary judgment is warranted. Id. In the states covered under the Tenth Circuit (of which New Mexico is part of), for a plaintiff to prove that a reason was pretextual, they:

> *must produce evidence of weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the [school's] proffered legitimate reasons for its action that a reasonable factfinder could rationally find them unworthy of credence and hence infer that the [school] did not act for the asserted nondiscriminatory reasons. Doe v. Univ. of Denver, 1 F.4th 822, 829 (10th Cir. 2021).*

The court must ask, "Could a reasonable jury – presented with the facts alleged – find that [sexual orientation] was a motivating factor in the school's disciplinary decision?" Id. "A Plaintiff may use, but is not limited to, the 'erroneous outcome' and 'selective enforcement' frameworks to establish that sex was a motivating factor in the school's decision." Id.

The "erroneous outcome" test requires that a plaintiff set forth: (1) facts sufficient to cast some articulable doubt on the accuracy of the outcome of the disciplinary proceeding and (2) a particularized causal connection between the flawed outcome and [sexual orientation] bias. Id. at 830. The "selective enforcement" test requires that the plaintiff show that a similarly-situated member of the opposite [sexual orientation] was treated more favorably than the Plaintiff due to his or her [sexual orientation]. Id.

The court held that Dimas had not established a sufficient claim to succeed under either test. Nothing in her claim illustrated that she was specifically targeted for her sexual orientation, as the policy at issue had been applied to all students, regardless of their sex and sexual orientation. There was no produced evidence that sustained a claim that LGBTQ+ students faced a disparate enforcement of this policy than their heterosexual peers, or faced enhanced consequences for a violation.

As the court ruled that there was nothing in the record that was sufficient to prove a Title IX claim for discrimination in the bus seating policy, the court likewise held that there was nothing to show that a pervasive culture of gender-based harassment existed.

Dimas' second claim was for a Fourteenth Amendment violation of her right to privacy. The court quickly disposed of her claim, as they found that Dimas had not offered a substantive argument alleging any violation. The bus seating policy did not infringe on the plaintiff's right to privacy because the defendants did not disclose information about the plaintiff's sexual orientation or gender identity, nor did they inquire into those topics.

When examining whether there was a legitimate expectation of privacy in one's sexual orientation, the court stated that they were unsure of whether the plaintiff had a legitimate expectation of confidentiality to her sexual orientation, but also acknowledged that the Tenth Circuit had not directly examined such a claim.

Given the lack of clear circuit guidance, the court assumed that where the plaintiff did in-fact have a legitimate expectation of privacy in her sexual orientation, that the conduct by the defendants did not violate her right to privacy in the enforcement of the bus seating policy. Nor did the court believe that there was an invasive inquiring into the plaintiff's sexual orientation

or gender identity. As the plaintiff failed to satisfy the burden that the inquiry by the defendants violated some constitutional right, the court decided not to address whether plaintiff's argument on whether there is a right to be free from "unreasonable, unwarranted, and invasive inquiry into the sexual orientation or gender identities."

The court continued their analysis in finding that Dimas failed to meet her burdens to prove any substantive issue in the case, granting qualified immunity to Flores and Trujillo in their roles. Nor did she prove that there was any right that existed for privacy purposes that forbids school officials from discussing a student's sexual orientation or gender identity, nor a prohibition on school officials discussing a student's relationship status regarding a bus seating enforcement policy.

The court concluded by rejecting § 1983 claims against Trujillo and a Monell claim against PISD Board of Education by stating that there were not any violations of Dimas' constitutional rights that would warrant relief.

Although Dimas may have suffered some form of humiliation during the bus incident, unfortunately, none of her allegations could sustain a conclusion that her constitutional rights had been violated. Title IX requires a strict showing that there was a discriminatory purpose in the way that the existing policy had been applied based on sexual orientation. None of the allegations were sustained by evidence – either direct, indirect, or even anecdotal – that could warrant any type of finding that discrimination was the purpose behind the enforcement. As LGBTQ+ visibility increases, expect there to be more lawsuits like this and clearer guidance on how schools can balance supervision and enforcement against the rights of students to live without threat of discriminatory enforcement.

Dimas, ultimately appealed.

However, the appeals court was unmoved, noting that she provided "no evidence the policy was selectively enforced against same-sex couples or that she was asked to move because of her sex."

Dimas v. Pecos Indep. Sch. Dist. Bd. of Educ.; 10th Cir.; No. 23-2064; 4/30/24

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Gruden Decision Is Another Victory For Commissioner Authority

By Christopher R. Deubert, Senior Writer

In a May 14, 2024 Order, the Supreme Court of the State of Nevada ordered former Las Vegas Raiders head coach Jon Gruden to arbitrate his claims against the NFL and Commissioner Roger Goodell arising out of his October 2021 forced resignation. The decision is yet another in a long line of cases in which courts defer to the authority of sports league Commissioners.

The Gruden Case

Gruden was forced to resign after the revelation of emails in which he engaged in what the NFL described in a legal brief as "racist tropes and misogynistic and homophobic slurs." At the time, Gruden was in the fourth year of a 10-year, $100 million contract, the largest contract ever for an NFL coach.

Notwithstanding the fact Gruden and the Raiders quickly reached a confidential settlement concerning Gruden's departure, in November 2021, Gruden sued the NFL and Goodell (but not the Raiders) in the Eighth Judicial District Court in Clark County, Nevada, alleging principally that the defendants had intentionally and tortiously interfered with Gruden's contract with the Raiders by allegedly leaking the problematic emails.

The NFL moved to dismiss the case, arguing that Gruden was bound to arbitrate the dispute according to the terms of his employment agreement with the Raiders. On May 26, 2022, the District Court denied the NFL's motion.

The Nevada Supreme Court reversed, finding that Gruden was bound by his agreement to arbitrate any disputes concerning his employment before the Commissioner in accordance with the NFL Constitution. In so doing, the Court expressed some concern that Goodell, a defendant in the case, could theoretically also serve as the arbitrator. But the Court noted that it was not clear that Goodell would do so and, in the event he did, issues of bias could be raised as a ground for seeking to vacate any arbitration decision he might make. Consequently, Goodell is likely to appoint someone else as arbitrator should the case proceed.

Commissioner Authority

The Nevada Supreme Court's decision is just another example of the difficulties players, coaches, and others have experienced in challenging a Commissioner's authority.

The genesis of the modern-day Commissioner and the role's authority was MLB's appointment of Judge Kennesaw Mountain Landis as the sport's first Commissioner in 1921 after the "Black Sox" scandal in which several members of the Chicago White Sox were accused of intentionally losing the 1919 World Series in exchange for bribes from mobsters. Landis banned eight players for life.

For many years thereafter, the broad scope of a league's Commissioner authority was most frequently challenged – and upheld – in the context of MLB. In 1931, the Northern District of Illinois **dismissed a suit** from the then-minor league Milwaukee Brewers challenging Landis' rejection of an optional player contract between the St. Louis Browns and the Brewers, holding that "the commissioner acted clearly within his authority." In 1977, the **Northern District of Georgia held** that Commissioner Bowie Kuhn had the authority to discipline the Atlanta Braves for violations of a recently-imposed no-tampering policy under the Commissioner's broad authority to act "in the best interests of baseball." The next year, the Seventh Circuit Court of Appeals **affirmed a decision** upholding Kuhn's authority on the same ground to disallow the Oakland Athletics' sale of left fielder Joe Rudi and pitcher Rollie Fingers to the Boston Red Sox for $2 million and pitcher Vida Blue to the New York Yankees for $1.5 million. Finally, in 1989, the Southern District of Ohio **recognized the broad authority** of the Commissioner as the real party-in-interest in denying Pete Rose's motion to remand his lawsuit back to Ohio state court.

The more recent challenges to Commissioner authority have come in the NFL. In 2016, the Second Circuit Court of Appeals **reversed a district court decision** and affirmed Goodell's authority to impose a four-game suspension on Patriots' quarterback Tom Brady for his alleged involvement in a scheme to deflate footballs to his liking. The Second Circuit recognized the Commissioner's "broad authority to deal with conduct he believes might undermine the integrity of the game." A few months later, the Eighth Circuit Court of Appeals **ruled similarly** in upholding Goodell's authority to punish running back Adrian Peterson for alleged domestic violence. The next year, the Southern District of New York rejected the NFLPA's efforts to vacate an arbitration decision in which Goodell imposed a six-game suspension on running back Ezekiel Elliott for domestic abuse. Finally, most recently, the Southern District of New York held that most of the claims asserted by three Black coaches, notably Brian Flores, against the NFL and various clubs **had to be arbitrated** in front of Goodell.

Importantly, in several of these cases, courts rejected arguments that the Commissioner could not fairly adjudicate the dispute because of his involvement in the decision or discipline being challenged. The courts have consistently rejected these arguments, holding that sophisticated parties – such as the NFLPA or highly-paid coaches – are bound by the agreements they sign to bring their claims before the Commissioner. If the Commissioner presides over the arbitration in a biased manner, that is an issue to be dealt with after the arbitration – not before.

Despite the well-recognized authority of Commissioners, the New York Knicks are currently challenging NBA Commissioner Adam Silver's authority to hear a dispute between the Knicks and the Toronto Raptors. The Knicks allege that a basketball operations employee took secret scouting information with him when he switched teams. The Raptors have moved to have the case shifted to arbitration, while the Knicks are arguing that Silver does not have the authority to hear the dispute.

The Commissioner's broad authority has been a cornerstone for the operations of professional sports leagues for over a century. Central to that proposition is that the Commissioner will handle league matters internally, with minimal scrutiny from the public and courts. Gruden is only the latest to discover that reality.

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Are College Athletes Considered Employees? Court Denies NCAA Appeal in Win for Athletes

By Caleb Diaz

The possibility remains that college athletes could be considered employees under federal minimum-wage laws, following a U.S appeals court ruling last week.

The NCAA had sought a definitive ruling to prevent athletes from claiming employee status, but the 3rd U.S. Circuit Court of Appeals in Johnson v. NCAA declined to make such a determination, instead sending the case back to a lower court for further examination.

The ruling, authored by Judge L. Felipe Restrepo, emphasized that the question at hand is not whether the athletes are owed protections under the Fair Labor Standards Act (FLSA), but whether their amateur status inherently precludes them from ever making such a claim. The court's response was a clear "no," allowing for further legal exploration of the issue.

"The issue raised by this interlocutory appeal is not whether the athletes before us are actually owed the protections of the Fair Labor Standards Act (FLSA), but rather, whether college athletes, by nature of their so-called amateur status, are precluded from ever bringing an FLSA claim. Our answer to this question is no," wrote Judge Restrepo.

Judge Restrepo's opinion suggests a new framework for determining if college athletes are employees, focusing on the "economic realities" of their relationship with their schools. This approach examines whether athletes perform services primarily for the benefit of their schools, under the schools' control, and in exchange for compensation or in-kind benefits.

The decision to remand the case to the district court for application of this analysis underscores the complexity and significance of the issue. U.S. District Judge John R. Padova will now have the task of applying these principles to determine if the athletes' relationships with their schools meet the criteria for employee status under the FLSA.

Potential Legal Ramifications for NCAA and College Sports

This ruling has significant potential legal ramifications for the NCAA and college sports. It challenges the long-standing notion of amateurism and opens the door for athletes to seek compensation similar to other student employees. The NCAA, already under scrutiny from various legal and legislative fronts, faces another critical test of its policies and practices.

Legal experts and advocates for college athletes see this as a pivotal moment that could reshape the landscape of college sports, potentially leading to broader recognition of athletes' labor rights and changes in how they are compensated and managed.

As the case returns to the lower court, the outcome could have far-reaching implications for the future of college athletics and the NCAA's regulatory framework.

About Our Author

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Jury Awards $9 Million to Tennis Prodigy in Sexual Abuse Case

A tennis prodigy, who accused the United States Tennis Association of failing to protect her from a coach, who she claimed sexually abused her, has been awarded $9 million by a jury.

Hackney Publications Senior Writer Gary Chester wrote about a federal judge's ruling earlier this year, which allowed the lawsuit to continue. His account of the background and the previous decision follows:

The trajectory of professional tennis player Kylie McKenzie took a standard path until it didn't. Her parents placed a racquet in her hand at age four and eventually home-schooled her in Arizona so she could spend more time learning the game. She trained in several United States Tennis Association (USTA) programs from ages 12 to 19, including full-time training at the organization's national campus in Lake Nona, Florida.

During a practice session on November 9, 2018 at a time when no one else was around, USTA coach Anibal Aranda, reserved a secluded court that he knew lacked working cameras and allegedly sat next to McKenzie on a courtside bench, placed his hand on her thigh, then slide his hand onto her groin and started rubbing her vagina over her clothes. McKenzie was 19 years old. Aranda was 34.

In 2022, McKenzie sued the USTA for negligent retention and supervision, battery, intentional infliction of emotional distress, and punitive damages. For the case, McKenzie v. USTA, 2024 WL665102 (M.D. Fla. February 16, 2024), the court considered the litigants' motions for summary judgment.

The USTA Finds There Was Sexual Misconduct

When McKenzie achieved her first significant title in the U.S. National Hard Court competition at age 15, she was already a product of USTA instruction. When she was 12, McKenzie accepted a USTA coach's invitation to train full-time at the organization's facility in California, where she spent several years away from her family. She received financial grants from the USTA and was one of the few prospects to receive an invitation to train full-time in Florida, where she worked and traveled with USTA national coaches while at times lived in USTA dorms.

The USTA hired Aranda to train young tennis players part-time in 2012 before promoting him to full-time coach in 2014. Background checks on Aranda came up clear. Aranda took over McKenzie's training in October 2018 when the coach she had trained with since 2016 left for a few weeks with another player he was coaching. Aranda expressed interest in becoming McKenzie's full-time coach, which delighted the young player because Aranda had successfully trained her friend, Cici Bellis, who in 2017 was ranked number 35 in the world.

The lawsuit alleges that Aranda almost immediately began to make inappropriate comments about McKenzie's body, which escalated to unnecessary touching of her stomach, hips, and back during coaching sessions. During the incident in issue, Aranda allegedly started to massage McKenzie's calves and asked her "what she wanted him to be." When she told Aranda she wanted him only "to be her tennis coach," it seemed to anger him.

McKenzie revealed the incident to Bellis, and the pair called the USTA Manager of Player Development, Events, and Programming, who relayed the information to her superiors. The USTA immediately suspended Aranda's employment and reported his misconduct to the national center, which undertook an investigation. The USTA concluded that Aranda engaged in sexual misconduct with McKenzie. A significant finding was that Aranda was involved in a similar incident four years earlier.

In 2014, Aranda was in New York City for a U.S. Open event. The investigation revealed that he had touched a USTA employee ("Jane Doe") in a manner similar to the later incident with McKenzie during a night out with colleagues on the night before the event. The employee did not report the incident, even after receiving a promotion to Manager of Player Development, Events, and Programming.

Did the USTA Have Notice that Aranda was Unfit to Coach?

The USTA and two related defendants filed a motion for summary judgment based on their lack of awareness of any propensity of Coach Aranda for sexual misconduct. McKenzie moved for

partial summary judgment asking the court to find as a matter of law that a "special relationship" created an affirmative duty of care on the defendants.

Judge Paul G. Bryon denied the defendants' motion and granted the plaintiff's application. The key issue on the fundamental claim of negligent retention/supervision was whether the unreported incident involving Aranda in 2014 could provide actual or constructive notice to the USTA that he was unfit to coach young women unmonitored. Doe was in a managerial position, so there was a genuine issue of material fact as to her specific role and duties. The defendants held Doe out as an expert on mentorship of athletes, providing her as a keynote speaker. The court concluded that a reasonable jury could find that "Jane Doe served in a position where her knowledge of her own assault could constitute notice or reason to know for Defendants."

The court also noted that a reasonable jury could find that Doe's decision not to take any action in light of her encounter with Aranda was unreasonable, and that the prior incident made the incident involving McKenzie a foreseeable risk.

As to battery and intentional infliction of emotional distress, the court recognized that employers are not generally liable for the criminal or tortious acts of their employees "unless the acts were committed during the course of the employment and to further a purpose or interest, however excessive or misguided, of the employer." Judge Bryon found that a reasonable jury could find that Aranda was aided in accomplishing the torts by virtue of his position, since he was able to decide the time and court on which McKenzie would train with him.

Did the USTA Owe a Duty to McKenzie?

On the final count sounding in negligence, the USTA would normally not have a legal duty to take precautions against criminal acts of third parties. An exception exists when there exists a special relationship between the defendant and the person whose behavior needs to be controlled or the person who is a foreseeable victim of that conduct. McKenzie argued that the relationship between the defendants and young players, who USTA officials recruit to leave home and train with USTA coaches at USTA facilities, is the same as the special relationship to which a university's duty to its adult students arises thus, creating an affirmative duty to protect players in its training program from sexual assault.

The court agreed with McKenzie, noting that a special relationship typically arises where the relationship places the defendant in a superior position to control the risk. Here, there was a foreseeable risk of sexual abuse that the defendants recognized and tried to control by having practices videotaped and implementing its Safe Play program for education, screening, reporting, and other measures designed to promote appropriate behavior in tennis. "Since USTA controls both the facility and its coaches for those athletes in its training program," the court stated, "players like McKenzie rely on Defendants to take reasonable steps to prevent opportunities for abuse from presenting themselves during training sessions and events…"

Judge Bryon wrote that this is "the hallmark of a special relationship," and it imposes on the defendants a duty of reasonable care to protect players in their training program from sexual abuse. The court granted partial summary judgment to the plaintiff on this point.

The court also found that McKenzie's claim for punitive damages could proceed. Under Fla. Stat. §768.72(2), punitive damages are available if there is clear and convincing evidence that "the defendant was personally guilty of intentional misconduct or gross negligence." There is no dispute that Coach Aranda engaged in sexual misconduct, and McKenzie claims that the defendants' officers, directors, and managers knowingly fostered a culture of sexual misconduct between coaches and players for many years.

A key witness on this point was former tennis star Pam Shriver, one of only six women to have won more than 100 titles in a career spanning two

decades. Shriver is the former president of the USTA's charitable foundation and an outspoken critic of personal relationships between coaches and young players. Shriver said she encountered abusive coaching relationships every year on the Women's Tennis Association Tour, and that USTA's senior executive and corporate counsel had cautioned her against speaking out about her personal experience, including a "warning" against talking with McKenzie's attorney.

McKenzie argued that the USTA did not ban sexual relationships between players and staff members until 2019, based on an internal email. Since the USTA had adopted a policy prohibiting players and coaches from engaging in sexual activity two years earlier, the email could constitute evidence that the defendants failed to put safeguards in place to protect athletes. The court concluded there is sufficient evidence "from which a jury may conclude an award of punitive damages is warranted."

The Takeaway

Kylie McKenzie was once the number 33 ranked junior. The 24-year-old is ranked number 652 at the professional level. There are more than 10,000 women tennis players competing at the NCAA level, with thousands more competing at the junior level. Only a handful of American professionals are ranked in the top 100. The challenge of becoming the next Coco Gauff or Venus or Serena is daunting enough without young, impressionable players having to experience and overcome shameful criminal conduct by their own coach.

The popularity of tennis in the U.S. exploded during the years of Billie Jean King, Chris Evert, Arthur Ashe, and Jimmy Connors, but has since been cyclical. More than 23 million Americans play the sport, according to the National Tennis Association, which reported that participation has increased 33% since 2020. The presence or absence of high-profile Americans excelling in international competition has been a major factor. Match-fixing and doping scandals have presented challenges to growth. For the governing body of U.S. tennis to fail to protect vulnerable young girls and women from sexual abuse is a threat to women's health and to the sport itself.

The USTA found that its coach sexually abused Kylie McKenzie. The finding may remove from the jury an often-problematic issue. With the court's ruling that the USTA may be liable for punitive damages based on its alleged failure to adequately protect vulnerable young women from the potential sexual misconduct of USTA coaches, a settlement would seem more likely than a trial. Advantage, McKenzie.

Parties React to Most Recent Decision

"I couldn't be happier with the outcome. I feel validated," McKenzie said in a statement emailed by one of her lawyers, Amy Judkins, to the media. "It was very hard, but I feel now that it was all worth it. I hope I can be an example for other girls to speak out even when it's difficult."

"We are very pleased with the jury's decision to award Ms. McKenzie for her pain and suffering but more importantly we believe the jury's decision to award punitive damages sends the correct message to all sports organizations that they must take necessary steps to protect the athletes under their banner," Judkins told the media.

Meanwhile, USTA Spokesperson Chris Widmaier told the Associated Press that the USTA would appeal. He noted that the USTA was "deeply troubled" by the ruling, when it found that the USTA "was liable because one of its employees — a non-athlete — had an obligation to report her own experience with this coach to the USTA; an incident that was unknown until after the USTA removed the coach. This sets a new and unreasonable expectation for victims, one that will deter them from coming forward in the future."

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Articles

The Terrence Shannon Case: Participating In College Sports Is a Right, Not Just a Privilege

By Rob Lang and Scott Goldschmidt, Thompson Coburn LLP

In **Shannon v. Bd. of Trustees of the Univ. of Illinois**, (C.D. Ill. Jan. 19, 2024)[1], the court enjoined the University of Illinois from continuing its suspension of the best player on its basketball team. A federal judge found the player had the due process right to immediately play for his team while more fair processes proceeded. This result was greatly impacted by the advent of Name, Image, and Likeness (NIL) opportunities, which can transform participation in college sports from a privilege to a right.

Illinois addressed the Shannon case outside of Title IX. The case should come as a warning to all higher education institutions to review their policies, especially relating to incidents involving athletes outside of Title IX. We also suggest that institutions of higher education review whether they have multiple policies that could apply to an athlete in this situation, and identify any inconsistencies or failure to provide adequate process in the same. Any institution that has not re-evaluated their student-athlete policies in light of NIL should consider doing so at this time.

Background

Terrence Shannon Jr. (TJ) came into the 2023-2024 NCAA men's basketball season as one of the top five players in the country, touted as a candidate for Player of the Year. He was widely projected to be an NBA lottery pick in what was his fifth and final year playing college ball. TJ rolled through the first 11 games of the season, scoring 30 points against archrival Missouri on December 22.

On December 27, 2023, Illinois said that it learned that TJ was charged with a crime for an incident that occurred in Kansas several months earlier (and of which Illinois was aware almost from the outset). On December 28, 2023, Illinois suspended TJ pursuant to a policy administered by its Department of Intercollegiate Athletics (DIA), specific to athletes. TJ's draft stock plummeted, and his basketball career looked over.

TJ, however, took the rare step of challenging the DIA suspension in court, as most athletes in his position have felt like they had nowhere else to go. TJ's case will give athletes more ammunition to do so going forward.

Illinois decided that the underlying incident did not fall within Title IX's jurisdiction. As Illinois' athletic director explained the day after the DIA issued the initial suspension (which was later extended), there were three different processes applicable to TJ, operating in "parallel:"

- *The DIA policy:* **Student Conduct Policies (SA Handbook) - University of Illinois Athletics (fightingillini.com)**
- *The university's process applicable to all students* (student process, which also applies to student-athletes): **UIUC Student Disciplinary Procedures (illinois.edu)**
- *The criminal proceedings* (Douglas County, Kansas)

These three options widely varied in terms of process and rights afforded to TJ, or lack thereof:

- *The DIA policy*: essentially no rights, decision made behind closed doors, without any investigation as the DIA, by its own admission, is not an "investigative body."
- *The student process:* more rights than the DIA policy, but still lacking rights lacking in all college processes, such as the right to cross-examine the accuser, subpoena power, and to have counsel directly advocate. Further, the hearings are not in public and not court-reported.

1 Rob Lang was the plaintiff's lead counsel in this case and is a partner at Thompson Coburn in its Litigation and Higher Education groups. Scott Goldschmidt is a partner in Thompson Coburn's Higher Education group.

- *The criminal proceedings* (Douglas County, Kansas): full due process rights.

By January 5, 2024, the DIA suspension of TJ was fully in effect until the criminal charges were resolved, and the university initiated the student process against TJ. TJ filed his **lawsuit** on January 8, 2024, which was removed to federal court.

The Ruling

On January 19, 2024, United States District Court Judge Colleen Lawless (herself a former college athlete) entered a preliminary injunction requiring Illinois to put TJ back on the court right away, and he played his first game after the suspension two days later, against Rutgers.

Judge Lawless found that TJ proved the relevant injunction factors, including irreparable harm and a likelihood of success on the merits, as to his procedural due process claim under § 1983. Judge Lawless enjoined Illinois from enforcing the DIA Policy against TJ and further enjoined Illinois from suspending TJ from the team "without at least affording him the protections of the [student policy]."

The court first found that TJ had both a property interest and a liberty interest.

TJ had a property interest because his "participation in future games [for the remainder of Illinois' season] impacts his prospects in the [NBA] draft and his earning potential." Further, recognizing the higher education context of the case, the court found that TJ's property right derived from a contract with the school, which can emanate from student catalogs, policies, bulletins, and other publications. Judge Lawless cited ***Stiles v. Brown Univ.,*** No. 1:21-cv-00497 (D. R.I. Jan. 25, 2022) where a collegiate athlete won an injunction against a suspension from his team at a private university, outside of § 1983 and instead under state contract law.

TJ also had a liberty interest "to follow a trade, profession or other calling," transforming what was typically characterized as a mere privilege to play college sports to a right to do so. Citing Amy Coney Barrett's ruling in **Doe *v. Purdue Univ.*,** 928 F. 3d 652 (7th Cir. 2019) (not involving a student-athlete), Judge Lawless found that Illinois deprived TJ of "his freedom to pursue a career of his choice in basketball," and that TJ satisfied the "stigma-plus" test because he was suspended for allegations of serious sexual misconduct without due process.

As to the irreparable harm factor, the court pointed to TJ's personal situation as the suspension, if not enjoined, would eat up the rest of TJ's college career, including games on national TV (especially considering Illinois' eventual ascent to the Big 10 Championship and an Elite 8 finish in the NCAA tournament.) Judge Lawless cited ***State of Ohio v. NCAA*** (N.D. W.Va. Dec. 13, 2023), a recent case addressing NCAA transfer eligibility rules, relying heavily on NIL opportunities available to student-athletes during their postseason conference and NCAA tournaments. As the *State of Ohio Court* said:

> *The success of a team in regular season dictates their entrance into their respective Conference Tournament and NCAA Tournament. Every game is crucial for a student-athlete and their team. Take, for example, March Madness. One good tournament run can cement a student-athlete or team's legacy in college sports. The absence from student-athletes from teams on gamedays could negatively impact a team's ranking and selection to tournaments. Moreover, it may have life-altering impacts on the student-athlete's ability to pursue NIL deals and a professional career in their sport as well as impacts on their mental health. The substantial and very current harm to winter sport Division I student-athletes is irreparable and cannot be easily remedied. However, immediate temporary injunctive relief is necessary to allow these winter sport Division I student-athletes to compete on gamedays going forward in the season.*

Also, Judge Lawless found that TJ was irreparably harmed because the DIA suspension could give the public the perception that Illinois presumed TJ to be guilty, "or, in the very least, [that Illinois] actually investigated whether the allegations were substantiated before suspending him."

The Aftermath

TJ played the rest of the season after resuming play on January 21 against Rutgers. He led Illinois to great postseason success and in June became a late-first round draft pick of the NBA's Minnesota Timberwolves.

On April 5, 2024, after a three-month investigation, Illinois terminated its student process against TJ, without any sanctions, for insufficient evidence. TJ was interviewed by investigators during this process, something that never occurred prior to the DIA suspension: **Illinois drops investigation into Terrence Shannon Jr. - ESPN.**

On June 13, 2024, a Douglas County (Kansas) jury found TJ not guilty on all charges after a short deliberation. TJ testified in his defense at the trial and maintained his innocence as he did from the beginning.

The Lessons

First, NIL has the capacity to, in certain circumstances, transform the privilege of playing college sports into a right, which cannot be as easily taken away without process. NIL-related cases are moving through the dockets of various states, and institutions should stay on top of them and continually review their policies upon significant developments in NIL-related law.

Second, the lessons of TJ's case apply to both public and private institutions of higher education. While § 1983 applied to TJ because the University of Illinois is a government entity *(i.e*. a state institution) the *Stiles v. Brown Univ*. court reached a similar result – an injunction enjoining the suspension of an athlete who did not receive due or fair process – based on the contract between the student and the university.

Third, institutions should review their policies and procedures for adjudicating matters involving student athletes to ensure that appropriate process is provided, either under the Constitution for public institutions or based on contract for private institutions.

As noted above, Illinois did not apply its Title IX policies to TJ, instead applying its DIA and other university policy with less process. Applying a policy and procedure with additional process at the outset may have resolved potential issues prior to a lawsuit. For example, compare TJ's case to that of Pop Isaacs, a Texas Tech University basketball player who on January 7, 2024, was sued for sexual assault in connection with an incident that occurred while his team was playing off campus in the Bahamas, and the accuser was not a student at the same school: **Texas Tech leading scorer Pop Isaacs accused of sexually assaulting minor in lawsuit - CBSSports.com**. Isaacs was not suspended and continued to play because Texas Tech found that the player "remains in good standing, and there is no reason to withhold him from University activities, including basketball competition."

Finally, institutions should be prepared for increased litigation relating to student athletics. Along with NIL, the law is in flux with respect to a number of important athletics concepts, such as the amateur or employment status of student-athletes. Institutions should be reviewing their programs and processes with the potential for increased scrutiny in mind.

We suggest the following action steps for institutions of higher education that have athletic programs:

- Review policies that could apply to allegations of misconduct against student-athletes to ensure that any policies provides appropriate process. Consider whether an approach that treats student athletics the same, or similarly, to the rest of the student population is appropriate, and remember that student-athletes are entitled to the same protections as other students, despite their often high-profile stature.
- Review policies and processes regarding when it is appropriate to remove an athlete from their team or separate the athlete from the institution in general pending adjudication. For Title IX matters, this standard is articulated in regulation at 34 CFR §106.44 and requires that the institution perform an individualized safety and risk analysis, determine that an imminent and serious threat to the health and safety of another exists, and provide notice and an opportunity to challenge this decision. Institutions should consider whether similar processes are appropriate for other types of misconduct.
- When criminal charges are pending or likely, consider how such charges would affect the institution's policies, procedures, and adjudicative processes relating to student athletes.

In closing, we encourage institutions to "stress test" their policies for situations such as TJ's. How would your school's policies handle this situation? Doing so now could dramatically mitigate unfair harm to the accused and liability to the institution.

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Analysis – 'Cardiac Pack' Sues for Its Slice of NCAA Profits Arising from March Madness

By Robert J. Romano, JD, LLM, St. John's University, Senior Writer

The *Cardiac Pack* is back together again and wants to take your breath away like it did during it sensational and drama-filled 1983 college basketball season. That's right, ten members of that North Carolina State University 1983 men's basketball team, Thurl Bailey, Alvin Harrell Battle, Walt Densmore, Tommy Dinardo, Terrence Patrick Gannon, George Calvin McClain, Cozell McQueen, Walter Proctor, Harold Lew Thompson and Mike Warren, have chosen a different court to play upon, that being the court of law when they jointly filed a five-count complaint against the National Collegiate Athletic Association (NCAA) and Collegiate Licensing Company (CLC) in the General Court of Justice, Superior Court Division, Wake County, North Carolina.[2] The *Cardiac Pack*'s claim against the two defendants, the NCAA and CLC is that these parties colluded to create an unreasonable restraint of trade in violation of N.C. Gen. Statute § 75-1 and 75-2, engaged in monopoly maintenance and monopoly leveraging in violation of N.C. Gen. Statute § 75-2.1, participated in unfair and deceptive trade practices in violation of N.C. Gen. Statute § 75-1.1, and misappropriated the use of their name, image, and likeness, and publicity rights, while also invading their right of privacy.[3]

By way of background, the *Cardiac Pack* is the nickname for the North Carolina State Wolfpack team under the coaching of the late Jim Valvano that won the 1983 NCAA National Championship, doing so by winning nine games in overtime or by a single point throughout both the ACC and NCAA Tournaments before securing the title with a last second dunk by Lorenzo Charles to win the final game over the highly favored University of Houston team. Their series of victories were frequently mentioned during this year's North Carolina State men's basketball team's 2024 *March Madness* run to the Final Four.

The gravamen of the lawsuit centers around the belief that the NCAA has profited from the *Cardiac Pack*'s publicity rights for more than four decades by using such rights to advertise the NCAA Men's Basketball Tournament, a sport property that earns the NCAA billions annually. Specifically, the *Pack*'s complaint reads "The NCAA has used the images and videos of the members of the *Cardiac Pack* to advertise its March Madness tournament, as well as for other commercial purposes, without the player's consent and while paying them nothing."[4]

Not holding back, the Pack goes on the offensive and claims that "The NCAA has for decades leveraged its monopoly power to exploit student-athletes from the moment they enter college until long after they end their collegiate careers. It has conspired . . . to fix the price of student-athlete labor near zero and make student-athletes unwitting and uncompensated lifetime pitchmen for the NCAA."[5]

The *Cardiac Pack*'s lawsuit, which references the 2021 U.S. Supreme Court ruling in *NCAA v. Alston* which found that the NCAA enjoys "monopsony," or buyer-side monopoly power, in the "market for student-athlete services," is part of a broader movement that recognizes and acknowledges the economic rights of student-athletes that has culminated recently. In addition to *Alston*, the *Pack* will undoubtably rely on the *House vs. NCAA* (No. 4:20-cv-03919, (N.D. Ca. 06/15/2020) billion-dollar settlement that obliges the NCAA pay out approximately $2.8 billion to former student-athletes who were prohibited from monetizing their Name, Image and Likeness (NIL) prior to July 1, 2021. Those entitled to share in the settlement include 14,500 former Division I athletes who played collegiate sports between June 15, 2016, up until the time that the class was established. Any monies will be paid out by the NCAA to those who would have been compensated for the commercial use of their NIL, including video games and broadcasts, but were denied because of the NCAA rules that were in effect at the time.

2 Sidney Lowe, Ernie Meyers and Dereck Whittenburg are not listed as plaintiffs in the case, nor are the estates of Lorenzo Charles and Quinton Leonard. Note - Meyers and Whittenburg are currently employed at N.C. State.

3 Members of the NC State University's 1983 NCAA Men's Basketball National Championship Team v. NCAA & CLC, 24CV0177715-910 filed June 10, 2024.

4 Id. at p. 2.

5 Id at p. 3.

With the NCAA earning approximately $1 billion annually for the media rights to March Madness, the *Cardiac Pack*'s lawsuit is a formidable call for accountability and fair compensation for student-athletes. As stated in its complaint: "Student-athletes' value to the NCAA does not end with their graduation; archival footage and other products constitute an ongoing income stream for the NCAA long after the students whose images are used have moved on from college."[6]

On July 8, 2024, the chief justice of North Carolina's Supreme Court designated the *Cardiac Pack*'s lawsuit as a "mandatory complex business" case, writing, "As Chief Justice of the Supreme Court of North Carolina, by virtue of authority vested in me by the Constitution of North Carolina, and in accordance with the laws of North Carolina, the Rules of the Supreme Court and, specifically, N.C.G.S. § 7A-45.4(a) and (b), I hereby designate the above-referenced case as mandatory complex business."

Complex or not, no one should count the *Cardiac Pack* out with regards to this lawsuit. They have time and time again beat the odds, rallying around Coach Valvano's admonition to "survive and advance." That being said, the odds the *Cardiac Pack* will win its lawsuit against the NCAA and CLC: 54 to 52. (Look it up).

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Analysis of Crowd Management Issues that Caused Delay in Copa America Final

By Prof. Gil Fried, University of West Florida

The championship match between Argentina and Columbia started more than an hour late at Hard Rock Stadium, one of the host sites for the 2026 World Cup, because of crowd issues, including fans breaching security gates. There was a sellout crowd of more than 65,000.

Video posted on social media showed fans, often wearing Colombia's yellow and red colors, jumping over security railings near the southwest entrance of the stadium and running past police officers and stadium personnel.

A handful of people could be seen receiving medical treatment and asking for water in the sweltering heat. Officers were able to push the crowd behind the gates and lock down the entrance so that no one could get inside, although plenty of fans with tickets had already made it to their seats before the gate closure. It is worth noting that closing a gate can also create pinch points and cause more injuries.

Security initially appeared to open gates slightly to allow only a handful of fans in at a time, while other angry attendees pushed against the railings trying to force their way in.

After reclosing the gates, security began letting fans in slowly around 8:10 p.m., with the new kickoff time was set for 9:15 p.m., but the commotion did not stop. Fans again broke through the railings.

Miami-Dade County Mayor Daniella Levine Cava and chief public safety officer James Reyes released a statement during the game saying the county assigned more than 550 police officers to the stadium detail, plus other personnel from neighboring departments. Through a more detailed investigation will determine the total number of security personnel hard to say there was not enough security when nearly 800 police officers were there according to other sources, which is quadruple what they deploy for Dolphins games and close to Super Bowl numbers. That should have been enough. In fact, they should be praised for keeping the peace during the game after a decision was made to open gates to avoid stampedes, which allowed many non-ticketed fans to enter. Police officers were seen checking tickets row by row, asking non-ticketed fans to vacate the seats.

The venue noted that it worked in collaboration with CONMEBOL, CONCACAF and local law enforcement agencies for the Copa America final. Security measures included an increase in the number of law enforcement officers and security at and around the stadium.

CONMEBOL, South America's governing body, posted a statement on X a day before warning that fans must have tickets to even enter the parking lot of the venue.

6 Id. at p. 19.

Not the First Time There Was Criticism

The tournament and its organizers were again heavily criticized after a melee following Colombia's 1-0 win over Uruguay in their semifinal match.

Just after referee César Ramos blew the final whistle, Darwin Núñez and Uruguay teammates climbed a staircase into a raucous crowd, and video showed Núñez hitting a fan in Colombian team colors.

Uruguay captain José Giménez said players went in the crowd to protect their families, including their wives and children who were seated in the stands behind the Uruguay bench. Coach Marcelo Bielsa later criticized tournament organizers for not doing enough to protect their families, as it took more than 10 minutes for police to arrive and restore order.

This is not an unusual circumstance anymore. Similar incidents have happened in the US and internationally. So, the question is what can be done.

What Can be Done?

Here are some suggestions.

1) Work with local elected officials to make it a more significant crime to rush into a venue without a ticket. I feel it should be a felony because you are putting other people's lives at risk. There should also be a significant fine and a lifetime ban from the venue and any other sport venue in the United States. This possibly could be enforced with facial recognition technology.

2) Develop multiple concentric levels of protection, with each level getting more difficult. In Israel, they start the process of examining fliers over a mile away from the airport entrance. There can be various gates and fenced in areas much further away than the entry gate and they could be considered restricted areas with only certain people with valid credentials allowed there. Parking attendants could be tasked with viewing tickets to make sure only authorized ticketed fans are allowed into the venue's footprint.

3) Utilize very visible and non-removable arm bands that are only given the day of the event, and no one is allowed to know the color before the gates open. There are options thar destroyed when they are removed.

4) Ask uniformed officers to approach people who are no in a seat or keep migrating and ask them for their proof of a ticket. Anyone who does not have proof their ticket/phone was scanned would be prosecuted for trespass.

5) Create a database of fans who have been caught in the past and don't allow them to buy tickets for an event or send them a warning they are not welcome in the venue.

These steps might seem draconian, but the alternative is that we will have another event where out of control fans will cause others to lose their lives all for the sake of sneaking into a venue to save some money or enter into an already sold-out capacity event.

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Spanish Court Sentences Three Valencia Soccer Fans to Jail for Racism Against Real Madrid Star Vinicius

By John Wendt

Brazilian soccer player Vinícius José Paixão de Oliveira Júnior, who is known as Vinícius Júnior or Vini Jr. plays for Real Madrid and is one of the best players in the world. His accomplishments are many including being named the 2023/24 UEFA Champions League Player of the Season. He received the EFE Trophy for the Best Ibero-American Player of 2023. He has been a FIFA Club World Cup Winner, UEFA Supercup Winner, Champions League Winner. In 2023, he was the recipient of the Socrates Award, named after the Brazil soccer icon, which recognizes a player's humanitarian work. Yet, he has also been the recipient of numerous insults and racial abuse.[7]

In May 2023, during a match at Mestalla Stadium in Valencia, three young men sitting behind a goal made monkey gestures and noises toward Vinicius who immediately notified the referee, went directly to the stands to point at the culprits, and identified the individuals. The match was halted, and Spanish police detained the three young men. Subsequently, the Royal Spanish Football Association (Real Federación Española de Fútbol or RFEF) fined Valencia 45,000 euros

7 France 24, *Spanish Court Sentences Three Valencia Fans to Jail for Racism against Real Madrid Star*, France 24 (2024), https://www.france24.com/en/live-news/20240610-fans-get-8-months-jail-for-racism-targeting-real-madrid-s-vinicius (last visited Jun 11, 2024).

(about $48,500) and closed part of the Stadium for five games saying, "It is considered proven that, as reflected by the referee in his minutes, there were racist shouts at Vinicius, altering the normal course of the match and considering the infractions very serious."[8]

The incident reverberated around the world of soccer. England's Men's Soccer manager Gareth Southgate said, "It's a disgusting situation. I think it's so bad that actually it is going to force change. It has taken a central story, not only in Europe but around the world, and it will force change…We've been in a similar situation and I think [Real Madrid manager] Carlo Ancelotti dealt with it really well. There is a lot to take from it, it looks as though action has been taken. Hopefully it is a story that doesn't just disappear in 24-48 hours without anything being done."[9] Outside of a stadium, many fans arrived displaying messages condemning racism and inside a large banner said, "We are all Vinicius. Enough is enough." The Spanish soccer federation established a new anti-racism campaign, and slogans were displayed during national and international broadcasts.[10]

Vinícius, the Spanish League, the Spanish soccer federation, and Real Madrid filed a complaint against the three young men with the Spanish prosecutor's office and the three were charged with a crime against the moral integrity of art. 173.1 of the Penal Code with aggravating circumstances of discrimination for racist reasons (art. 22.4 CP).[11] Real Madrid argued that the chants constituted a hate crime and stated, "These events represent a direct attack on the social and democratic model of coexistence of our state based on the rule of law."[12] Valencia also cooperated with the investigations and identified the fans involved. What is notable about this situation is that in Spain, no one had ever gone to trial for racially abusing a player. Most of the punishments handed out for racial abuses were fines and stadium bans. But the frequency and intensity of the abuse and a failure by prosecutors to bring cases forward showed a need for something harsher.[13]

The Magistrate of the Investigative Court Number 10 of Valencia received the report from the Information Brigade of the Higher Police Headquarters of Valencia and initiated proceedings. The three young men appeared, Vinicius testified, as did security guards.[14] The young men's attorney argued that it wasn't a hate crime and after all, "What happened happened in a context in which there were 45,000 people and we are talking about three…"[15]

On June 10, 2024, the three young men pleaded guilty to racially insulting Vinicius and were given eight-month prison sentences and a two-year stadium ban for any La Liga and/or Spanish Football Federation (RFEF) games. Three times the Magistrate asked the defendants, "Do you accept your responsibility?"[16] Because of the plea agreement their original sentence of twelve-months and three-year ban was reduced. In Spain, for non-violent crimes and a clean record, a prison sentence of less than two years usually does not result in incarceration.[17] The

8 BBC Sport, *Vinicius Jr: Valencia Fined and Sanctioned with Partial Stadium Closure for Five Matches*, BBC Sport, May 23, 2023, https://www.bbc.com/sport/football/65691729 (last visited Jun 11, 2024).

9 *Id.*

10 Tales Azzoni, *Real Madrid Players and Fans Honor Vinícius Júnior after Brazilian Was Racially Abused*, AP News (2023), https://apnews.com/article/vinicius-junior-racism-real-madrid-valencia-0553aed43721f1ea62ec5697a91806a9 (last visited Jun 11, 2024).

11 Tales Azzoni, *Valencia Fans Who Insulted Vinícius Are First to Be Convicted for Racism Abuse in Spanish Soccer*, AP News (2024), https://apnews.com/article/vinicius-junior-racism-fans-convicted-bb312d3126501e9ed6124d09daed831c (last visited Jun 11, 2024).

12 Tom Phillips & Jon Henley, *Spanish Prosecutors Investigate Racist Football Abuse against Vinícius Júnior*, The Guardian, May 22, 2023, https://www.theguardian.com/world/2023/may/22/spanish-football-chief-acknowledges-racism-problem-after-vinicius-jr-abuse (last visited Jun 12, 2024).

13 Associated Press, *Valencia Fans Who Insulted Vinícius Júnior Are First to Be Convicted for Racism Abuse in Spanish Soccer*, (2024), https://www.courthousenews.com/valencia-fans-who-insulted-vinicius-junior-are-first-to-be-convicted-for-racism-abuse-in-spanish-soccer/ (last visited Jun 12, 2024).

14 Poder Judicial Espana, *A Valencia Court Opens an Investigation into Racist Insults against Real Madrid Player Vinicius Junior*, (2023), https://www.poderjudicial.es/portal/site/cgpj/menuitem.65d2c445-6b6ddb628e635fc1dc432ea0/?vgnextoid=c79a0ce5fe758810VgnVCM1000004648ac0aRCRD&vgnextchannel=ea1732cd1ddaa210VgnVCM100000cb34e20aRCRD&vgnextfmt=default&vgnextlocale=es_ES (last visited Jun 12, 2024).

15 María Fabra, *Condenados a ocho meses de cárcel tres seguidores del Valencia por insultos racistas a Vinicius en Mestalla*, El País (2024), https://elpais.com/deportes/futbol/2024-06-10/condenados-a-8-meses-de-carcel-3-seguidores-por-insultos-racistas-a-vinicius-en-mestalla.html (last visited Jun 11, 2024).

16 Ruairidh Barlow, *Abusers Handed Eight Month Sentence for Racism towards Real Madrid Star Vinicius Junior*, Football España (2024), https://www.football-espana.net/2024/06/10/abusers-handed-eight-month-sentence-for-racism-towards-real-madrid-star-vinicius-junior (last visited Jun 11, 2024).

17 Ashifa Kassam, *Valencia Fans Who Racially Abused Vinícius Júnior given Prison Sentences*, The Guardian, Jun. 10, 2024, https://www.theguardian.com/football/article/2024/jun/10/valencia-fans-who-racially-abused-vinicius-junior-given-prison-sentences (last visited

defendants also had to prepare and read a letter of apology to Vinicius, La Liga and Real Madrid. The apology noted their regret and acknowledged their criminal liability. They also urged other fans to "kick racism and intolerance out of the game."[18]

In its ruling the Court noted that the defendants' actions were racist in nature, repeatedly referred to his "skin color, acting with obvious contempt for the black color of the player's skin, and caused Vinicius 'feelings of frustration, shame and humiliation, with the consequent impairment of their intrinsic dignity'…"[19] In addition their actions were in a full soccer stadium and before a "massive television, radio and media audience" which is why they generated in parallel "a great controversy" that same day and the following "with a great impact and impact on social networks…"[20]

Esteban Ibarra, President of Spain's Movement Against Intolerance, Racism and Xenophobia, said, "The message is loud and clear…This is a crime and perpetrators will have to face justice… It's good news for the fight against racism and good news for the defence (sic) of human rights."[21] Javier Tebas, President of La Liga said, "This sentence is great news for the fight against racism in Spain, since it repairs the damage suffered by Vinicius Jr. and sends a clear message to those people who go to a football stadium to insult that LALIGA will detect them, report them and there will be criminal consequences for them…I understand that there may be some frustration due to the time it takes for these sentences to be handed down, but this shows that Spain is a guaranteeing country at the judicial level. In this sense, from LALIGA we can only respect the times of justice and once again demand that Spanish legislation evolve so that LALIGA has sanctioning powers that can accelerate the times of the fight against racism…"[22]

FIFA president Gianni Infantino said, "I am pleased to see the firm action and sentencing taken by the Spanish authorities in relation to the racist abuse directed at Vinicius Jr in a Spanish La Liga match in May 2023. This is a positive step…Our message to people anywhere in the world who still behave in a racist way when they are dealing with football is clear: we don't want you. These people have to be excluded, they are not part of our community and not part of football."[23]

The Brazilian Football Confederation (CBF) and CBF President Ednaldo Rodrigues described the sentence as "soft" since "only those who have suffered racism know the magnitude of the pain." Nevertheless, "The ruling is a beginning, a path forward, and shows the importance of pressure from society for the authorities to really get involved in the fight against racism… Racism is not going to disappear overnight. A decision of this caliber gives us more strength to continue fighting."[24]

Vinicius himself posted on the X Platform, "This first criminal conviction in Spanish history is not for me. It's for all Black people…But, as I've always said, I'm not a victim of racism. I'm a destroyer of racists. Let the other racists be afraid, ashamed and hide in the shadows. Otherwise, I'll be here to collect the debt."[25] In December 2023, Vinicius announced that he accepted a new role with the United Nations championing human rights: "For me, this specific year has been a stark reminder that we still have a long journey ahead to eliminate bigotry from sports and society."[26]

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Jun 11, 2024).

18 DeutscheWelle, *Spain: Football Fans Sentenced for Vinicius Racist Abuse*, dw.com, https://www.dw.com/en/spain-football-fans-sentenced-for-vinicius-racist-abuse/a-69325136 (last visited Jun 11, 2024).

19 Fabra, *supra* note 9.

20 *Id.*

21 Kassam, *supra* note 11.

22 LaLiga, *LALIGA Logra La Primera Sentencia Condenatoria En España Por Insultos Racistas En El Fútbol*, Página web oficial de LALIGA | LALIGA (2024), https://www.laliga.com/noticias/laliga-logra-la-primera-sentencia-condenatoria-en-espana-por-insultos-racistas-en-el-futbol (last visited Jun 11, 2024).

23 Sky Sports, *Real Madrid and Brazil Star Vincius Jr Warns Abusers to Be Afraid: "I'll Hold Them Accountable*," Sky Sports (2024), https://www.skysports.com/football/news/11835/13150957/real-madrid-and-brazil-star-vincius-jr-warns-abusers-to-be-afraid-ill-hold-them-accountable (last visited Jun 11, 2024).

24 Marca.com, *La CBF Considera "Blanda" La Condena En España Por Los Insultos Racistas a Vinícius*, MARCA (2024), https://www.marca.com/futbol/real-madrid/2024/06/11/6667b95846163fd0638b458a.html (last visited Jun 11, 2024).

25 DeutscheWelle, *supra* note 12.

26 *Id.*

Las Vegas Pools Need More Effective Monitoring

By Gil Fried, Professor/Associate Dean, Lewis Bear Jr., College of Business, University of West Florida

Las Vegas Athletic Clubs (LVAC), with seven locations serving southern Nevada, is suing the Southern Nevada Health District (SNHD) after its lifeguard waiver was revoked by the District in early June.

The SNHD announced that it would be revoking LVAC's waiver following an investigation into the apparent drowning death of a woman in early February. LVAC claimed the woman's drowning death in early February was actually a "fatal heart attack," which happened while the woman was surrounded by 15 other patrons. In response to the decision that would have cost the clubs a significant amount and would have possibly forced them to close the pools LVAC filed suit against the SNHD.

According to the suit, LVAC became aware of a new aquatic regulation in 2017-18 that would have required the venues to have three full-time lifeguards at each pool. LVAC sought a waiver that would allow it to monitor pool areas through video surveillance. That waiver was granted in 2020.

SNHD revoked the waiver in part because of its investigation into the patron's death. In an inspection conducted a month after the patron's death, SNHD found LVAC employees only checked the video feeds every 30 minutes, rather than having the feeds "permanently staffed" as required by the waiver.

The LVAC lawsuit claimed that closing down pools across all of its locations would significantly inconvenience customers. Additionally, LVAC estimated the cost of remodeling each facility to meet the SNHD's order would cost between $7 million to $10 million per location, or $50 million to $70 million in total. LVAC in its suit suggests a compromise that would utilize train lifeguards to monitor the pools full-time, rather than for LVAC to incur remodeling costs.

LVBAC is not alone as other gyms/clubs have also had their waiver revoked. In early 2024 SNHD announced that it would no longer be allowing waivers of the lifeguard requirement for 29 pools across 20 private gym locations who had waivers in place.

The waiver, inspection, and now the lawsuit are examples of how parties need to work together for a mutually beneficial solution that can help all parties moving forward. The cost for full-time monitoring can be significant and there are various software systems out there that can monitor the pool and provide quicker and more accurate analysis compared with human viewers. The issue with lifeguards is also a national concern as many pools have not been opened or have had their hours shut down because it is harder finding qualified lifeguards who want to work.

A video of the incident was recently shared here: **Las Vegas-area gym video surveillance shows swimmers exercising feet away as woman struggles, drowns (youtube.com)**

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NBA Fan Sues Arena Owner and Staffing Company After She Was Assaulted in Bathroom

A female Denver Nuggets fan who was attending a 2023 playoff game against the Los Angeles Lakers when she was assaulted in the bathroom by two other women in a case is mistaken identity has sued the women, the owners of Ball Arena (Kroenke Sports & Entertainment) and Argus Event Staffing, claiming the bathroom area was not properly staffed.

Plaintiff Kathy Kim alleges in her complaint that she was washing her hands when "two drunk women walked up to her and asked if she was talking trash," according to media reports. Shortly thereafter, the women attacked her, according to the lawsuit.

Just outside the bathroom, a male security guard was allegedly hesitant to enter the women's bathroom, which allegedly led to Kim suffering further harm. A medical examination revealed that Kim was diagnosed with post-concussion syndrome, communication problems and other injuries as a result of the assault.

The plaintiff is suing Kroenke and Argus for negligence as well as negligent supervision, training, hiring and retention, seeking an unspecified amount of money for damages, economic loss, emotional distress and pain and suffering.

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What The NFL's Sunday Ticket Verdict From a Fan's Perspective

By Christopher Deubert, Senior Writer

Last week, after a four-week trial, a Los Angeles jury awarded $4.7 billion in damages to fans who had purchased the NFL's out-of-market Sunday Ticket package between 2011 and 2022. An additional $96 million was awarded to bar and restaurant owners who purchased the package. Under antitrust law, the damages could be tripled to a total of $14.39 billion. While numerous legal proceedings remain, if the outcome substantially holds, it will likely result in greater freedom of choice for sports fans.

The Professional Sports Television Model

In 1961, as a result of lobbying led by the NFL, Congress passed the Sports Broadcasting Act (SBA), which exempts professional sports teams from antitrust law when they come together to sell their television rights as a single package to free over the air cable channels. Prior to that point, lawsuits by the U.S. Department of Justice forced teams to compete and sell their rights individually, potentially resulting in economic discrepancies between the clubs.

The result of the SBA has been the core of much of the sports' leagues business models ever since – the teams package some (or all in the case of the NFL) of their television rights and sell them for billions of dollars to the major broadcasters (CBS, ABC, NBC and FOX). MLB, NBA, and NHL teams are free to sell the rights to any regular season games not broadcast nationally to local broadcast partners, which they do for many millions.

That model leaves out one type of fan – the one who wants to watch a team that plays in a market different from the one in which the fan lives and which is not shown on national television. For example, a New York Giants fan living in Los Angeles.

The leagues' solution was to create premium out-of-market packages. The NFL's Sunday Ticket package, initially available through DirecTV but now on YouTube, permits fans to generally watch any game for an annual rate of $399. MLB's Extra Innings, the NBA's League Pass, and the NHL's Center Ice all do the same.

The Lawsuit

The **crux of the litigation** was that the NFL's Sunday Ticket package was anti-competitive in a way that harmed viewers. Specifically, the plaintiffs alleged that the teams should compete against each other for the sale of their out-of-market rights. In their world, the Dallas Cowboys could sell the rights to watch their games to fans not living in the Dallas area without the involvement of other teams and at whatever price the market would bear.

Instead, the fans alleged that the NFL forced viewers to buy all NFL games through the Sunday Ticket package. Thus, a Cowboys fan got their games but also got access to every Jacksonville Jaguars game even if they had no interest in watching those games.

The plaintiffs' proposed world would potentially be bad for the NFL's major television partners. If fans could simply watch the teams they want through a streaming package, they may be more apt to cut the cord and drop cable.

For similar concerns, the plaintiffs alleged, the NFL pushed DirecTV to charge a high price for the Sunday Ticket package so that the vast majority of fans would continue to watch NFL football through CBS and FOX. The jury apparently agreed and that perceived extra amount in price is generally what makes up the damages award.

The NFL still has a lot of legal road. It will argue to the Judge that the award is excessive and should be reduced and that as a matter of antitrust law, it should have won. Failing that, they will appeal to the Ninth Circuit Court of Appeals, though in a 2019 decision that court found the plaintiffs' claims plausible. Finally, an appeal to the Supreme Court on the intricacies of antitrust law is possible. Perhaps importantly, in a 2020 opinion accompanying the Supreme Court's decision not to review the Ninth Circuit's ruling, Justice Brett Kavanaugh opined that "antitrust law likely does not require that the NFL and its member teams compete against each other with respect to television rights."

The Potential Fallout

Even if the damages award is reduced, what matters most is whatever legal principles are established moving forward. If the courts generally approve of the verdict, a precedent will be established that the leagues'

out-of-market packages are quite likely in violation of antitrust law.

Indeed, leagues have likely already been exploring different options for the distribution of out-of-market games. The most fan-friendly version might be to let teams sell the rights to their out-of-market games which are not broadcast on national television individually.

This model may contribute to cord cutting and lower national television revenues for the leagues. Additionally, there may be significant differences in the amounts charged and collected by the teams for these rights. For example, the Los Angeles Lakers might sell a package for $400 to 100,000 people, while the Oklahoma Thunder are only able to sell a $200 package to 10,000 people.

MLB has other legal considerations. By **settling a major case potentially headed to the Supreme Court last fall**, the league continues to enjoy an exemption from antitrust law on issues related to the business of baseball and which do not concern MLB players. Whether MLB's antitrust exemption would protect its out-of-market package is an open question and one that would almost certainly be explored through litigation.

Ultimately, while the leagues woke up this morning with a bit of consternation, they will adapt as necessary. Fans are going to keep watching one way or another. It is just that they may now have more ways of doing so.

Deubert is Senior Counsel at Constangy, Brooks, Smith & Prophete LLP.

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Professor Opines on Why NFL Sunday Ticket Is the 'Definition of Antitrust Violation'

By Charles Anzalone

Last month's U.S. District Court ruling ordering the NFL to pay more than $4.7 billion in damages after ruling that the league violated antitrust laws in distributing out-of-market Sunday afternoon games on a premium subscription service known as the Sunday Ticket is an "unprecedented" decision with far-reaching implications, says Helen A. ("Nellie") Drew, the Director of the Center for the Advancement of Sport at the University at Buffalo School of Law, and an expert in sports law.

The jury ordered the NFL to pay plaintiffs damages over use of the Sunday Ticket, in which consumers were forced to purchase a bundle of games in order to access any game outside of their local market.

After less than two hours of debate and discussion, the jury awarded $4.7 billion in damages to the residential class of plaintiffs and $96 million in damages to the commercial class, consisting of bars and restaurants. Since damages can be tripled under federal antitrust laws, the NFL could end up being liable for $14.39 billion. For reference, the NFL, one of the most profitable sports leagues in the world, brought in approximately $18 billion last year.

"The verdict against the NFL in the Sunday Ticket case is surprising," says Drew, "not because it is an unexpected outcome in court, but because the NFL has a history of settling cases which might result in antitrust liability.

"Any NFL fan wishing to follow his/her hometown team from a remote location knows the frustration of having to purchase the entire Sunday Ticket package."

Drew cites a personal example of how Sunday Ticket posed a difficult choice on how much of the package to buy and which teams to spotlight.

"As the mom of Bills fans away at college in Boston, stuck with Patriots games, I had to wrestle with whether or not to purchase the overpriced entire Sunday Ticket package (who cares about the Cowboys in the AFC East?), because there was no other choice," says Drew.

"Bottom line: Consumer choice was constrained, and higher prices were imposed because fans had to either buy the entire package – which few, if any wanted – in order to gain access to the product they wanted (the coverage of their favorite team).

"It's the definition of an anti-trust violation."

Drew referred to her colleague Christine Bartholomew, vice dean and professor in UB's School of Law, to interpret the antitrust aspects. Bartholomew noted the "magnitude and rarity" of this decision.

"It is rare to see an antitrust case go to trial," says Bartholomew. "It is extra rare for it to be an antitrust class action. But for the NFL, this is the second time they have got embroiled in antitrust hot water in a class action."

Bartholomew admits that this case is likely far from over.

"We should expect an appeal," she says. "Antitrust cases raise challenging issues, as do class actions. That means lots of room for an appellate court to reverse this decision.

"The potential consequences of this verdict are far-reaching and could have massive implications," says Bartholomew. "Seeing what happened to the NFL, other organizations could alter or restructure products similar to that of the Sunday Ticket. It is worth monitoring the ramifications of this decision throughout the sports industry."

Drew says there can be no doubt that in previous negotiations with media partners, the NFL is not a single entity.

"Therefore, the NFL is subject to Section 1 of the Sherman Act," she says, "which prohibits multiple entities from agreeing to restrain trade."

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Sports Lawyer Ed Policy Named Next Green Bay Packers Chairman, President and CEO

Edward R. Policy, the Green Bay Packers' chief operating officer and general counsel as well as a member of the Sports Lawyers Association, has been elected as the organization's next Chairman of the Board, President and CEO, a position he will formally assume in July of 2025 at the Packers Annual Meeting of Shareholders when Mark Murphy officially retires from the role.

Policy, who's entering his 13th year overall with the organization and seventh as chief operating officer, was elected by the Packers Board of Directors as the franchise's 11th Chief Executive Officer Monday morning in a unanimous vote, upon recommendation of the search committee led by chair Susan Finco and vice chair Dan Ariens.

"Congratulations to Ed on this well-deserved promotion to what I believe is the most unique and meaningful position in the world of professional sports," said Murphy. "Ed has been a tremendous asset to the organization during his 12 years here and has been greatly instrumental in our success. His work on Titletown has been particularly impactful. He is highly respected – both in the building and within the NFL. I've enjoyed working with him and am confident he will be an excellent steward for the organization.

"In the coming year, he and I will continue to work closely together to ensure a smooth transition for our employees, players and fans.

"Thank you to the search committee for their thorough work in this process. I'm excited about this coming season and the future of the Packers."

Murphy will continue to lead the Packers over the next 13 months and will work with Policy during a transition period that will include the upcoming season and culminate in July of 2025. Additionally, Policy will remain in his COO role until that time.

"I am incredibly honored, excited and grateful to the search committee, the Board, the shareholders and the entire organization for this treasured and one-of-a-kind opportunity," said Policy. "I am particularly grateful to Mark for 12 years of mentorship. I am looking forward to building on his leadership and considerable success on and off the field.

"This is the absolute best job in sports. We are the stewards of the most iconic and unique organization in all of professional sports. I am excited to continue to work with so many talented teammates who have ensured the Packers' consistent success on and off the field. We are the people's team, and I love being a part of it.

"We will continue our relentless focus on building a winning culture that transcends the playing field. The Lombardi Trophy will always be our North Star and ensuring a positive impact on our community will continue to be paramount in our decision-making. We have the greatest fans in sports and will never take their commitment to the Packers for granted.

"Twelve years ago, my wife, Christy, and I moved to Green Bay from New York City with our two sons. We embraced this community and it embraced us back even stronger. We love raising our family here. This is home."

Policy, in addition to directing the organization's legal affairs, has represented the Packers at the NFL level on legal matters and leads the organization's communications, marketing and fan engagement, sales and business development, security, and development and hospitality departments.

He also has led the club's endeavors to develop Titletown, a 45-acre mixed-use real estate development immediately west of Lambeau Field. Titletown maximizes its

unique location to attract visitors, spur regional economic growth, offer amenities to residents and complement the greater Green Bay area's draw as an excellent location to live, work, play and visit on a year-round basis. A chief component of the development spearheaded by Policy is TitletownTech, an early-stage venture capital firm formed out of a partnership between the Packers and Microsoft. TitletownTech invests in entrepreneurs building solutions in industries core to Wisconsin and the Midwest and its unique ecosystem provides founders with support and guidance tailored to their needs.

Policy's professional sports experience includes nine years (2001-09) with the Arena Football League, including a period (2008-09) in which he served as commissioner, president and CEO. He also served as deputy commissioner and president (2006-08), chief operating officer (2004-06) and executive vice president-strategic league development and legal affairs (2001-04). During his tenure with the league, he oversaw all business and operations of the AFL, including strategic development, legal affairs, sales, finance, marketing, broadcasting, digital media, football operations, labor relations, events and human resources.

He also served as an executive consultant with the NFL (2009-10), a position in which he advised and assisted NFL senior management in strategic and development matters and also worked with senior executives on special projects within various business areas.

Earlier in his professional career, Policy practiced law at Thompson Hine LLP in Cleveland (1999-2001), where his work included litigation, sports labor relations, sports facility construction and commercial real estate, and also at Heller Ehrman in San Francisco (1994-99). He is a member of the state bars of California and Ohio, and a member of the Sports Lawyers Association. He is a three-time recipient of the SportsBusiness Journal's Forty Under 40 award in recognition of his achievements in sports business, and a member of the Forty Under 40 Hall of Fame.

A Midwestern native, Policy was born and raised in Youngstown, Ohio. He earned a bachelor's degree with honors in accounting with an emphasis in finance from the University of Notre Dame in 1993 and a law degree from Stanford University in 1996.

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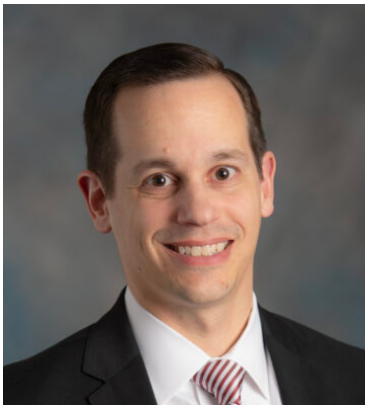
Sports Lawyer Tim Cedrone Takes the Reigns as GC at Lafayette



Timothy D. Cedrone, who has worked as a sports lawyer in private practice, for the National Football League, and for the New Jersey Sports & Exposition Authority, has joined Lafayette as the college's General Counsel.

Since 2018, Cedrone served as Associate General Counsel at Rutgers, the State University of New Jersey. In this role, he provided legal counsel to the Rutgers' Board of Governors, president, senior leadership, deans, directors, and other employees across an expansive variety of issues, including labor and employment law, student affairs, constitutional law, Title IX, litigation, transactions, athletics, and institutional policies and procedures.

Before joining Rutgers, Cedrone was an associate with the law firm of Apruzzese, McDermott, Mastro and Murphy, where he had a small sports law practice.

Prior to private practice, he was a judicial law clerk to the Honorable Christine L. Miniman in the Superior Court of New Jersey, Appellate Division. His previous work experience also includes time with the National Football League and the New Jersey Sports & Exposition Authority, where he assisted in-house counsel with labor relations matters at both organizations.

Cedrone has conducted many seminars and published numerous articles on labor, employment, and sports law. Since 2011, he has also served as an adjunct professor at Seton Hall University. He is active in the New Jersey State Bar Association, previously serving as Chair of the Entertainment, Arts & Sports Law Section and currently serving on the Section's Executive Board and the Higher Education Committee.

Cedrone earned his B.S. in Business Administration from Seton Hall University and his J.D. from

Seton Hall University School of Law. During law school, Tim served as Symposium Editor of the Seton Hall Journal of Sports and Entertainment Law.

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Professor Jack Anderson Appointed as Inaugural Ethics Chief to International Boxing Federation

A new sporting federation hoping to facilitate boxing's long-term primacy within international sport has appointed Melbourne Law School Professor Jack Anderson to its inaugural ethics leadership position.

Professor Anderson, Melbourne Law School's former director of Sports Law studies and current Director of Program for Melbourne Law Masters, was announced as World Boxing's first Ethics Chief last week.

World Boxing launched in April 2023 with plans to 'work constructively and collaboratively to develop a pathway that will preserve boxing's ongoing place on the Olympic competition programme at Los Angeles 2028 and beyond'.

The body will seek recognition from the International Olympic Committee as it seeks to ensure the sport of boxing 'remains at the heart of the Olympic movement'.

The body's Ethics Chief will remain independent of World Boxing and amongst other duties, will provide council to body leadership; review ethicality of body policy and programmes; be a conduit for competitor, staff and member complaints; and advice on competition rules and regulations adopted by the body.

Professor Anderson said he was 'impressed' by the new body's commitment to transparency, integrity and strong governance.

"A sport with clear and sound ethical values, and the courage to pursue those who do not respect such standards, best protects its athletes. It also promotes greater confidence in the image and integrity of that sport helping it reach new audiences and secure its future."

Professor Anderson has experience across several sporting body ethical commissions, integrity units and tribunals and currently sits on other national bodies in similar roles including on the board of Harness Racing Victoria and is an arbitrator at the National Sports Tribunal.

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Sports Law Expert Podcast Features Attorney Ahmand Johnson of Greenspoon Marder as Guest

Johnson's practice spans transactional matters in entertainment and sports, intellectual property, and commercial litigation.

Hackney Publications (HP) has announced that **Ahmand R. Johnson**, a partner in Greenspoon Marder's Entertainment & Sports practice group, was interviewed last month on the Sports Law Expert Podcast. The segment can be heard **here.**

Johnson's practice spans transactional matters in entertainment and sports, intellectual property, and commercial litigation.

"Ahmand is one of those sports law attorneys, who is earning praise for his legal work in the NIL space," said Holt Hackney, the CEO of Hackney Publications, which published some of his thought leadership recently **here**. "As NIL continue to become a prominent niche in sports law, Ahmand will be one to watch, not only in collegiate athletics, but also in the emerging high school athletics field."

About Ahmand R. Johnson

In his sports practice, Mr. Johnson has advised amateur athletes on NIL matters, including both negotiations and disputes, as well as Title IX matters, civil litigation and criminal and regulatory matters. As a Certified NFLPA Contract Advisor, he has more than 15 years of experience negotiating player contracts, sponsorship and marketing deals, and handling Collective Bargaining Agreement disputes on behalf of NFL players. He

has also served as legal counsel for an NBA lottery pick and a five-star NCAA basketball player, negotiating licensing and marketing deals, as well as handling their ancillary legal needs.

In his entertainment practice, Mr. Johnson represents renowned artists, record companies, songwriters, producers, and production companies in copyright, licensing, financing, content acquisition, production, digital distribution and music matters. He also advises media and entertainment clients regarding advertising, sponsorship and talent agreements as well as use of social media and websites.

Mr. Johnson's intellectual property experience includes trademark and copyright prosecution, trademark and trade dress infringement litigation, trademark cancellation and opposition, and Trademark Trial and Appeal Board appeals.

Mr. Johnson's litigation practice includes 18 years of litigation experience in federal, state, and bankruptcy courts, representing individuals and companies in high stakes commercial litigation including multimillion dollar partnership disputes, contract disputes, and securities fraud litigation. He has extensive experience managing protracted litigation in various industries including finance, health care, automotive, construction, retail and manufacturing.

Before joining Greenspoon Marder, Mr. Johnson was the head of the Sports and Entertainment practice group at a prominent international law firm.

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Seattle Sounders FC, Seattle Reign FC Seek Chief Legal Officer

The Seattle Sounders FC and Seattle Reign FC are seeking a Chief Legal Officer. A description of the position follows:

POSITION SUMMARY

The Chief Legal Officer (CLO) for Seattle Sounders and Reign FC, will serve as an critical member of the executive leadership team, committed to working collaboratively with colleagues across all disciplines to achieve optimal outcomes for both clubs. This role requires a strategic, growth-minded leader with extensive experience and knowledge in corporate legal fields including corporate governance. They will serve as a fiduciary, ensuring legal compliance across all organizational and clubs' operations, providing expert advice on all legal issues, proactively managing risk for the organization, and facilitating strategic business initiatives.

The position demands substantial legal expertise, a robust understanding of corporate law, and a dedication to growing, managing, and supervising a legal team including additional in-house attorneys and diverse outside legal resources. They must also exhibit high ethical standards and demonstrate management and interpersonal skills to effectively manage relationships and strategic goals within the pace of the professional sports industry. They will be engaged to grow and develop others as part of our organizational commitment to develop people. They will be responsible for aligning the organization's legal strategies with its overarching mission and values and business objectives while responding adeptly to changes in the external environment.

ESSENTIAL DUTIES & RESPONSIBILITIES

- **Legal Leadership & Strategy:** Develop and execute a comprehensive legal strategy that drives business objectives of both clubs. Ensure legal initiatives are integrated into corporate strategy and operational practice.
- **Team Leadership and Development:** Lead the in-house legal team, ensuring high levels of performance and professional growth. Mentor team members, fostering a collaborative and inclusive environment that encourages continuous learning and development.
- **Contract Negotiation and Management:** Negotiate, draft, and review agreements and contracts and ensure that contracts align with our strategic goals and protect the organization's legal and financial interests.
- **Strategic Investments:** Advise on legal aspects of the company's financing, acquisitions, real estate development, and investments.
- **Government and Regulatory Affairs:** Manage all aspects of governmental interactions and regulatory compliance. Act as the primary liaison with government agencies and officials, and lead

advocacy efforts on legislation that impacts the clubs. Ensure adherence to all local, state, and federal regulations.

- Compliance and Ethics: Oversee compliance program at organization level and as required of both clubs in accordance with MLS, NWSL, and/or sanctioning federation, league or competition-based policies. Champion a culture of ethics and compliance throughout the organization by developing and overseeing effective compliance programs. Advise, develop and draft organizational policies and implement changes in the law and relevant regulatory regimes.
- Legal Counsel and Advisory: Provide expert and strategic legal advice to the executive leadership team, making recommendations on major business decisions and corporate governance matters. Stay informed of industry-specific laws and regulations that may affect the organization.
- Values, Community and Public Relations: Exemplify organizational values in all behaviors and actions, including in representing the organization and/or clubs externally in the community.
- Continual Learning: Participate annually in continuing education with respect to legal issues affecting professional sports, including but not limited to emerging technologies, software, AI-based infrastructure, intellectual property and employer law.
- Other duties as assigned.

QUALIFICATIONS

- Juris Doctor (JD) from an accredited law school and license to practice in Washington State, or ability to become licensed in near term
- Legal practice experience at an outside firm or corporate practice totaling a minimum of 10 years.
- Experience in sports & entertainment, employee and human resources issues, licensing, real estate and investment transactions, a plus.
- Able to balance legal risks with business objectives in a practical manner.
- Flexible and able to react to a fast-paced work environment in a prompt, thoughtful and calm manner.
- Full comprehension of the influences of the external environment of a corporation.
- High degree of professional ethics and integrity.
- Excellent judgment and analytical skills.
- Exceptional interpersonal and communication skills, with a strong capacity for collaboration and active listening.
- Committed to principles of diversity, equity and inclusion, and to living organizational values and the to the organizational mission: Create Moments, Enrich Lives, and Unify Through Soccer, in all interactions with colleagues, partners, vendors, and fans.
- Aligned to club values: One Club, Trusted Teammates, Growth is Good, Gritty, Zig, Inclusive, Extraordinary Communicators, and Soccer is Fun.
- WORK ENVIRONMENT
- This is a hybrid position working from home and from the Performance Center and Clubhouse in Renton WA and matches at Lumen Field and Starfire as needed.
- Must be able to work a flexible schedule, including evenings, weekends, and holidays as needed.
- Must reside within Washington state upon date of hire.
- Must be able to facilitate own local travel.
- Must be eligible to work in the US without sponsorship.

COMPENSATION, BENEFITS & PERKS

We offer competitive compensation and an engaging, supportive environment that prioritizes the health and well-being of our people by providing the following top-notch benefits.

The annual salary range for this position is $218,000 - $385,000 with an opportunity for additional bonuses. Base pay at time of offer will take into account job-related knowledge, skills and experience required for the role, internal equity and market.

Our Total Rewards package for full-time team members includes:

- Healthcare plans with 100% employer sponsored premiums for employees and dependents
- Generous PTO plan that includes unlimited paid

vacation, and offseason time off to support employee health and well-being
- 401k retirement plan matching
- Gender-neutral parental leave program offering 12-16 weeks of paid leave for new parents
- Discounts on club merchandise and partner products
- Complimentary tickets to matches
- Discounts on club merchandise and partner products
- Growth opportunities, employee learning and development programs to support professional and personal growth
- Volunteer opportunities in the Seattle community offered in support of social impact and RAVE Foundation initiatives

To apply for the position, visit: **https://www.linkedin.com/jobs/view/3968559723/?refId=nWlP1%2BqE3ckSBy8SrzwIqQ%3D%3D&trackingId=nWlP1%2BqE3ckSBy8SrzwIqQ%3D%3D**

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Technology Is on the Horizon That Can Stream Line Legal Intake and Free Up Time for General Counsel

The legal technology landscape has recently become a sea of noise filled with point solutions and private practice applications that don't fit the true needs of the in-house legal department.

In-house legal teams manage a variety of work, and to carry out the job successfully, it's crucial that they build and maintain good relationships with the wider organization.

This all begins with having a defined way for the organization to communicate with legal.

Sam Kidd, CEO at LawVu, saw the opportunity to improve intake when his own team was struggling with manual processes and constant back-and-forth.

"This prompted me to look into how this could be streamlined by moving in-house legal teams out of email and documents and into an end-to-end workflow solution which would manage how they engage with their team, the wider organization, and outside counsel," said Kidd, who co-founded LawVu in 2015.

Through LawVu's intake functionality, the in-house legal team can setup an easy-to-use portal to interact with the wider organization. Through customizable intake forms the requester can be guided in giving structured and informed requests.

"LawVu is the best of both worlds, giving us some flexibility to customize, control and utilize features that matter to us and to turn a blank slate into something bespoke to us when we need to. LawVu hits that sweet spot right in the middle," noted Lemons.

Streamlining this process saves time spent on having to go back and forth with the organization, searching for information, and also reduces the risk of information getting lost or siloed.

"The transformation we've seen in our customers ways of working has been significant with consistent reports of more than twelve hours saved per month managing intake using the LawVu workspace," said Kidd.

The beauty of LawVu as an end-to-end workflow solution is that it doesn't end at intake. Once the platform is implemented and optimized, LawVu's true value becomes apparent through the data it surfaces which allows the legal team to demonstrate their impact back to the organization.

"Our counsel is quicker now because we can easily track our work and track how long things have been sitting for and how quickly they've been progressing," added Lemons.

In-house legal teams are among the largest collectors of information inside an organization, but they're also the largest incinerators. The LawVu workspace, in its simplest form, helps legal teams collect information from the organization, collaborate effectively on that information, and generate reports to demonstrate their impact on the organization.

The reporting that the LawVu workspace generates allows teams to tell a data-driven story to demonstrate the legal function's performance and impact within the context of an organization's wider objectives.

A key factor in LawVu's success to date has been its sole focus on helping in-house legal teams. For Lemons, this was a key factor in the decision to purchase LawVu.

"In vetting a number of legal technology platforms, LawVu came in first place for in-house counsel," he said. "The others were very much geared towards private practice, and in-house is very different. LawVu was best placed to help in-house lawyers deal with the variety of things that in-house lawyers deal with – which is vastly different from the repetitive nature of private practice."

Working with like-minded organizations and individuals is where LawVu succeeds.

"It's this strong foundation in serving in-house legal teams that guides our product roadmap, ensuring that we are serving the needs of our customer," said Kidd.

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News Briefs

Texas Tech, Two Docs Brewing Co. Announce NIL Sponsorship Agreement

Texas Tech Athletics announced last month a sponsorship agreement with Two Docs Brewing Co. to launch Raiderland Red Pale Ale as the official NIL beer of the Red Raiders. With the agreement, a percentage of every sale will support NIL funding for Texas Tech student-athletes through the Matador Club, the official NIL collective of Texas Tech Athletics. "We are fortunate to have tremendous support from our local business community, especially with Two Docs Brewing Co. through this new agreement," Director of Athletics Kirby Hocutt said. "We look forward to having Raiderland Red Pale Ale available in many of our venues this upcoming year and developing this sponsorship agreement to truly impact our student-athletes through NIL resources." Raiderland Red Pale Ale will be available inside Jones AT&T Stadium, United Supermarkets Arena and Dan Law Field at Rip Griffin Park beginning with the Aug. 31 football season opener against Abilene Christian.

NFL Renews Its Commitment to Organizations Advancing Social Justice

As part of the NFL's Inspire Change social justice initiative, the league today announced grant renewals for 10 partners who are working to enact positive change in communities across the country. These grants are awarded to nonprofit organizations creating measurable change across the four pillars of Inspire Change: education, economic advancement, community-police relations and criminal justice reform. Alongside individual social justice grants awarded to each NFL club, this collective financial commitment amounts to more than $4 million in funding. Since the inception of Inspire Change, the NFL family has provided more than $375 million to dozens of grant partners and hundreds of grassroots organizations helping to create a more equitable society.

CCHA Law and The PICTOR Group Announce New Partnership in Collegiate Athletics Space

Church Church Hittle and Antrim (CCHA Law) has announced a strategic partnership with The PICTOR Group, a consulting firm with extensive experience in the athletics sector. This collaboration aims "to enhance the services offered to clients by leveraging the combined expertise and resources of both organizations." Through this partnership, CCHA Law and The PICTOR Group will provide "comprehensive legal, compliance, and strategic advisory services to higher education institutions and athletic organizations. The collaboration ensures a seamless transition for clients, from legal advisement to the implementation of strategic recommendations, enhancing the overall client experience and service quality."