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Cases

California Court of Appeal Effectively Locks in the NFL's Preferred Workers' Compensation System: One team, One State

By Nicole Bryson, J.D.

Wayne Gandy ("Gandy") played fifteen years in the National Football League ("NFL") as an offensive lineman with multiple teams. Six years after he retired, he filed a worker's compensation claim in California naming the Rams. It was later amended to include his other NFL employers, the Pittsburgh Steelers ("Steelers"), New Orleans Saints ("Saints") and Atlanta Falcons ("Falcons"), creating the conundrum of which Defendant should be liable for Gandy's workers compensation injury claim in California. The trial Judge declined to exercise jurisdiction over

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the non-California teams per Labor Code 3600.5(c) and (d). The California Workers Compensation Appeals Board, ("WCAB"), overruled the trial judge and opined that California had jurisdiction over the other named defendants per Labor Code 3600.5(a) since applicant once played for a California team. The Atlanta Falcons, appealed to the California Court of Appeal. The Court of Appeal reversed the WCAB, holding that California lacked jurisdiction over the Falcons per Labor Code Section 3600 (c) and (d). Gandy v. The Atlanta Falcons, et al, California Court of Appeal, Fourth Appellate District, Division Three, Case No. G064622, (WCAB Case. No. ADJ1010126), (10-7-2025)). The case was remanded back to the WCAB for further proceedings, consistent with the Court of Appeal opinion.

Background

Gandy was the 15th pick in the first round of the 1994 draft by the Los Angeles Rams. He went on to play 15 seasons as an offensive linemen in the NFL, with the Los Angeles Rams in 1994, St. Louis Rams 1995-1998, Pittsburgh Steelers 1999-2003, the New Orleans Saints, 2003-2005, before ending with the Atlanta Falcons, 2006-2009. Playing offensive line in the NFL carries substantial well-documented physical and long-term health risks. Linemen are generally the largest players on the field, playing in the "trenches", often involved in high impact collisions. Gandy himself was listed as 6'6" and 315 pounds. With the combination of mass, leverage and force at the line of scrimmage, no one disputes the risk of injury involved.

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COLLECTIVE BARGAINING AGREEMENT

The battle over [California] Workers' Compensation cannot be understood without looking at the Collective Bargaining Agreement (CBA). In fact, the NFL-NFL Players' Association have express provisions in the CBA structuring worker's compensation. The CBA states, in Article 41: "Section 1. In any state where workers' compensation coverage is not compulsory or where a Club is excluded from a state's workers' compensation coverage, a Club will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to its players under the compensation law of the state in which his Club is located.

Section 2. states: "A Club that has the legal right to reject coverage under the workers' compensation law of its state. Moreover, any Club may be excluded from those laws if it elects to do so. However, if a Club elects to reject or be excluded from coverage under the compensation law of its state, it must nevertheless guarantee benefits to its Players in the manner provided in Section 1 above. "

Flowing from the collectively bargained provisions in Sections 1 and 2 above, the NFL and the NFL Players Association agreed on uniform contract language that steers workers compensation claims to the team's home state. These provisions were created to prevent players from filing claims in states like California where cumulative trauma claims were more likely to succeed and benefits were more generous.

For the NFL and team owners, the CBA functions as the central risk management tool providing predictability in limiting liability to one team, one state and one workers' compensation system. One might ask why the NFL Players' Association agree to jurisdictional limits on where claims could be filed. As part of the bargaining process, the players received other benefits including higher minimum salaries, and expanded injury protections during and post career outside of workers' compensation.

The CBA is more than a labor peace document. It is the mechanism through which risk is allocated and legal exposure is managed. Thus, the NFL and team owners fight to control [California] workers' compensation benefits became as important as over the field of play.

The California Worker's Compensation Process Begins

On September 14, 2015, six years after his NFL career ended with the Falcons, Gandy filed a lawsuit in California for workers' compensation benefits. The cause alleged was a cumulative trauma injury throughout his NFL career from 4/25/1993 to 2/27/2009, involving injuries to his head, brain, face, neck, trunk, multiple other body parts and nervous system. The lawsuit initially only named the Los Angeles Rams who are a California based team and the St. Louis Rams since he continued to play under his California contract with the St. Louis Rams. Applicant also played seven games in California while with the St. Louis Rams.

The suit was later amended to include the Steelers, Saints and Falcons whom applicant played for over the last decade of his NFL career. Gandy played 2 games in California while playing for the Steelers and Falcons respectively. He also played 4 games and spent 1 week of practice in California with the Saints.

Pursuant to Labor Code 5500.5(a), liability for a cumulative trauma injury is limited to the employers who employed the worker during the one-year period immediately preceding the date of injury (LC 5412), or the last date of injurious exposure, whichever occurs first. Under Labor Code 5412 the date of injury is defined as the first date someone suffers both disability (i.e. missed time from work, medical treatment beyond first aid, or disability payment), and knows the disability is work related.

Based on the pleadings, per Labor Code 5500.5, the last year of injurious exposure would be 2/27/2008 to 2/27/2009. The Falcons would be the lone defendant in the last year of injurious exposure, if California jurisdiction extends to applicant's employment with the non-California teams including the Falcons.

LABOR CODE 3600.5

Labor Code Section 3600.5 was enacted in 1955 to clarify and expand coverage for California employees injured outside the State and to limit California benefits for out of state employees temporarily working in California. The intent was partly to reduce workers' compensation insurance costs for employers.

Pursuant to Labor Code Section 3600.5 (a) California employees injured outside the State are entitled to California worker's compensation benefits. (b) out of state employees temporarily working in California are exempt if covered by any another state's workers' compensation system.

In 2013, there was a significant amendment, AB 1309, later codified as Labor Code 3600.5 (c)(d) specifically targeting professional athletes. The amendment

applied to claims filed after September 15, 2013, and injurie occurring after January 1, 2014. It exempted certain out-of-state professional athletes from California's cumulative injury provisions if: they were1) hired outside of California worked temporarily in California for less than 20% of his her/duty days during the year immediately preceding the last day of work for that employer, the employer provides reciprocal workers compensation coverage under another state's law.

Labor Code Section 3600.5 (c) states that professional athletes hired outside of CA are exempt from cumulative injury claims if covered by any another state's workers' compensation system. (d) if a professional athlete has both California and non-California employers, the claim is exempt when all of the employers in the last year of work as a pro athlete are exempted unless: 1) the pro athlete has worked 2 or more seasons for a California based team or 20% or more of his/her duty days in California or for a California based team and 2) has worked fewer than seven seasons for any teams other than a California based team.

Before 2013, California allowed cumulative trauma claims even for athletes who played only a few games in the State. This attracted voluminous claims from retired athletes who had minimal California ties because: California recognizes cumulative trauma injuries and California has a long statute of limitations for filing such claims. The increased number of claims created financial strain on California teams and insurers and clogged the WCAB with cases that had little connection to California.

TRIAL COURT/RECONSIDERATION

Gandy's case proceeded to trial in June 2019 on three issues: 1) whether California has jurisdiction over Gandy's claim; 2) whether jurisdiction should be exercised in light of the Choice of Law & Choice of Frum clauses in Gandy's contracts with the Falcons and Saints (Mckinley v. AZ Cardinals, 78 Cal Comp Cases 23 (2013); and 3) whether Gandy's claim against the Falcons was barred by the statute of limitations.

The trial Judge held the Falcons were exempt because they provided workers' compensation insurance coverage for Gandy under the laws of another state, and that such insurance provided coverage for Gandy in California and Atlanta for all relevant time Gandy was working for the Falcons.

On Reconsideration, the WCAB determined jurisdiction extends to any athlete who ever signed a contract in California or with any California based team. Hansell v. Arizona Diamondbacks 87 Cal Comp Cases 602 (2022). The WCAB has jurisdiction over Gandy's claim because he signed a contract for his first season in the National Football League with the Los Angeles Rams, a California based team. Any choice of law/forum selection clause should not be enforced. The legislature did not intend for 3600.5(c) and (d) to apply to athletes who have been hired in CA by at least one employer during the CT period. Counsel for the Falcons petitioned the Court of Appeals for a writ of review which was granted.

APPELLATE COURT DECISION

The Court of Appeal performs review de novo, starting with the statutory language. Department of Corrections & Rehabilitation v. WCAB 17 Cal 5th 510,520 (2025). If there is a conflict, the statutes should be harmonized. If the statutes can't be reconciled, the later enactments supersede earlier ones, and more specific provisions take precedence over general ones. State Dept. of Public Health V. Superior Court 60 Cal. 4th 940, 955 (2015).

California workers' compensation is solely a creation of the legislature and fundamental subject matter jurisdiction is limited by statute. In the absence of a statute affirmatively conferring subject matter jurisdiction over a claim to the WCAB, it lacks authority to adjudicate the claim.

The legislature in fact explicitly addressed the issue posed by Gandy's claim of what happens when a pro athlete is hired by both California and non-California teams over the course of his employment and suffers a cumulative trauma injury. Labor Code 3600.5 (d) exempts claims when all the professional athlete's employers in his/her last year of work are exempt under 3600.5 (c) unless: 1) the pro athlete has worked two or more seasons for a California based team or worked 20% or more of their total career duty days for a CA based team AND 2) the pro athlete has worked for fewer than seven seasons for any non-California based teams.

Gandy fails both provisions. Of his 15 NFL seasons, only one was with a California based team, less than 20% of his total career duty days were performed

in California and he played more than 7 seasons with non-California teams given his 14 seasons with the St. Lous Rams, Pittsburgh Steelers, New Orleans Saints and Atlanta Falcons.

CONCLUSION

California Labor Code § 3600.5(c) and (d) significantly restricts the ability of professional athletes to bring workers' compensation claims in California for cumulative trauma or occupational disease when they have been hired outside the state and are only temporarily working in California, provided their employer has valid out-of-state workers' compensation coverage that applies to their California work. These provisions, as interpreted by California courts and the Workers' Compensation Appeals Board (WCAB), are designed to prevent "forum shopping" by athletes with minimal California contacts, while preserving access for those with substantial California ties (e.g., multiple seasons with California teams or significant duty days in California). This way players with long-term, significant California contacts like Joe Montana, and LaDanian Tomlinson, are still protected under California workers' compensation law.

Legal professionals handling these cases must carefully analyze the athlete's employment history, contract formation, and the scope of coverage under other states' laws to determine jurisdiction and the proper forum for claims. Pennsylvania and Louisiana both have reciprocal extraterritorial provisions which should exempt them from California jurisdiction for purposes of workers' compensation like the Falcons. The St. Louis Rams are not so lucky since Gandy continued to play for the St. Louis Rams under his California contract.

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Elad v. NCAA: Third Circuit Vacates Preliminary Injunction

By Christian Dennie

Jett Elad, a Rutgers University football player, challenged two NCAA bylaws. These bylaws count years spent at Junior Colleges ("JUCOs") towards the NCAA's limit of participation in four seasons of NCAA football over a five-year period (the "JUCO Rule"). Elad argued that the JUCO Rule unreasonably restrains the college-football-athlete labor market in violation of Section 1 of the Sherman Act. The District Court granted Elad a preliminary injunction, and the NCAA appealed that ruling.

The NCAA argued that the District Court erred in granting the preliminary injunction because Elad failed to show a likelihood of success on the merits. The NCAA also challenged the elements of irreparable harm and balance of the equities, but the Third Circuit did not reach those issues. The Third Circuit focused on two of the NCAA's arguments relating to the likelihood of success on the merits: (1) whether the JUCO Rule is commercial such that the Sherman Act applies; and (2) whether the District Court failed to adequately define the relevant market for its rule-of-reason analysis.

Relying on the Third Circuit's holding in Smith v. NCAA, the NCAA first argued that the JUCO Rule, an eligibility rule, is not "commercial" and therefore is not covered by the Sherman Act. The Third Circuit stated the District Court did not err in holding that the JUCO Rule is commercial because it interferes with Elad's desire to compete in NCAA Division I athletics and profit from that participation. Elad alleged that the JUCO Rule limits his participation in a labor market. The Third Circuit stated the United States Supreme Court has long recognized that restraints on labor through association rulemaking that "unduly interfere with the free exercise of the[] rights by those engaged, or who wish to engage, in trade and commerce" are subject to the Sherman Act. Ultimately, the Third Circuit concluded that the JUCO Rule is commercial in nature.

The NCAA next contended that the District Court's rule-of-reason analysis fails at its inception because the District Court did not adequately define the relevant market; and, to the extent the District Court intended to adopt Elad's expert's definition of the market, it further erred because that expert submitted no economic evidence to support his conclusions.

The Third Circuit stated the District Court's opinion failed to define the relevant market altogether; it never made any factual findings regarding the market. Instead, it simply recited Elad's expert's, Dr. Joel Maxcy, identified market— "the labor market for college football athletes in general and NCAA Division I football specifically." This failure alone constitutes a

legal error because the District Court did not engage in a fact-specific analysis of the relevant market despite the parties' differing opinions on the topic.

Even if we assume the District Court intended to rest its relevant market finding on Dr. Maxcy's factual findings, the Third Circuit concluded that the District Court clearly erred. Dr. Maxcy exclusively relies on Alston to define the relevant market; evidence or economic data. On its own terms, this reliance fails: Dr. Maxcy's opinion concerns all college-football players—including NCAA Division I and JUCO players—but Alston concerned only a specific subset of NCAA Division I football and basketball athletes. More fundamentally, Dr. Maxcy predicated his market findings solely on static markets, unsupported by evidence, that predated the shifts in the college-football market after Alston. The Third Circuit stated reliance on a previously accepted market, without inspection of current market realities, is antithetical to antitrust legal principles.

Because Dr. Maxcy failed to provide any economic analysis or data to support his market definition, the District Court erred to the extent it relied on Dr. Maxcy's report and testimony to find a likelihood of success on the merits. And because there is no demonstrated likelihood of success on the merits, the Third Circuit found that the District Court abused its discretion in granting a preliminary injunction. The Third Circuit vacated the District Court's preliminary injunction and remanded for further proceedings. Following the Third Circuit's ruling, the District Court granted a temporary restraining order permitting Elad to compete in the final regular season contest.

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Equine Activity Liability Act Proves to Be a High Fence to Recovery

By Robert E. Freeman, with Meredith A. Lipson, Wyatt B. Bui and Evan T. Rodgers, of Proskauer

A ride in a horse-drawn carriage may sound like a relaxing family activity, but does it leave passengers responsible for their own injuries in the event of a crash? According to the Michigan Court of Appeals, in most cases the answer is yes (Goch v. The Edison Institute, No. 371176 (Mich. App. Oct. 17, 2025), motion for reconsideration denied (Nov. 25, 2025)).

After Rebecca Goch ("Goch" or "Plaintiff") was involved in a crash as a horse-drawn carriage passenger, she sued the carriage's operators for damages. But the Court of Appeals affirmed the trial court's summary judgment for the carriage operators finding that they were exempt from liability under the Michigan Equine Activity Liability Act, M.C.L. 691.1661 et seq. ("EALA" or "Act"), which shields equine activity sponsors from liability for injuries or death resulting from "an inherent risk of an equine activity." By hopping in the carriage, Goch became a "participant" under the Act, according to the court, and her prospects of recovering damages dashed away.

The Henry Ford is a Michigan museum whose 80+ acre Greenfield Village location, the site of Henry Ford's childhood home, offers visitors various attractions and activities to step back into time, including horse-drawn carriage rides. In July 2022, Goch took her family to Greenfield Village and together they boarded a horse-drawn carriage, known as an omnibus. During the ride, one horse's bridle and blinders fell off after it rubbed against another horse, causing it to become agitated and start to bolt. The driver ultimately had to steer the carriage into a lamppost to stop the dangerous runaway. Goch alleged that during this episode she was "tossed around" and struck her head, leading to persistent blurred vision.

In April 2023, Goch sued the operator of The Henry Ford and the carriage driver (collectively, the "Defendants") under various theories of negligence. The defendants moved for summary judgment, contending that the EALA shielded them from liability as an equine activity sponsor and that there was no willful and wanton misconduct that would fall outside the EALA's immunity provisions.

The EALA is broadly written to encourage equine-related activities by limiting potential civil liability from claims by "participants" who "engage in an equine activity." Under the EALA, to "engage in an equine activity" means: "riding, training, driving, breeding, being a passenger upon…whether mounted or unmounted. Engage in an equine activity includes visiting, touring, or utilizing an equine facility as part of an organized event or activity including the breeding of equines…" The statute further defines "equine

activity" as including "a ride, trip, hunt, or other activity, however informal or impromptu, that is sponsored by an equine activity sponsor." It also states that "inherent risk of an equine activity" is "a danger or condition that is an integral part of an equine activity, including, but not limited to…(i) An equine's propensity to behave in ways that may result in injury, harm, or death to a person on or around it; (ii) The unpredictability of an equine's reaction to things such as sounds, sudden movement, and people, other animals, or unfamiliar objects." The EALA contains several exceptions to immunity, such as the negligent provision of faulty equipment or an act or omission that constitutes a willful disregard for the safety of the participant.

Plaintiff responded that, because she was not a passenger "upon" a horse, she was not engaged in equine activity under the Act and the EALA offered no protection to the defendants in this case and does not prevent claims from passengers of horse-drawn carriages.

The trial court disagreed with Goch's narrow interpretation of the statute and granted summary judgment to the defendants, determining that the bolting horse was not caused by any act of the driver and Goch was a "participant" in equine activity who was prohibited from suing by the Act. Upon appeal, the Michigan Court of Appeals relied on the statute's plain language and legislative history to uphold that conclusion.

While being a passenger "upon" a horse is one way to qualify as a participant "engaging in equine activity" under the EALA, the statute contains a "broad" list of equine activities that qualify, the court noted. It includes riding, training, driving, breeding and providing or assisting in veterinary treatment as qualifying activities. It also specifies that a participant can be unmounted. But what about a passenger on a horse-drawn carriage? The court's analysis focused on the word "drive," using its plain meaning definition found in Merriam-Webster's Collegiate Dictionary (11th ed) to determine a journey in a carriage qualifies as "driving" (which is a form of participation in an equine activity under the EALA).

The court further evaluated legislative history to conclude that the intent of the statute was to offer liability protection for a broad range of activities, including carriage rides. Relying on precedent, the court found the Legislature "obviously recogniz[ed] and anticipat[ed] that in an environment involving equines, potential liability could arise out of innumerable situations, including instances where… the participant, before the incident or accident, had no direct or meaningful interaction with the particular equine that caused the injury." This broad intent, in the court's view, covered liability arising from carriage rides.

Despite the adverse ruling – and the appellate court's subsequent refusal to reconsider its ruling – Plaintiff may still try to petition the Michigan Supreme Court to take up an appeal and possibly weigh in on the scope of immunity under the EALA. Stay tuned for the final ride to see who emerges as the ultimate winner.

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NASCAR Reaches Settlement with Michael Jordan's Front Row Motorsports

By Holt Hackney

NASCAR, 23XI Racing and Front Row Motorsports reached a landmark settlement this winter that ends the most consequential antitrust lawsuit in the sport's history, ushering in significant changes to the sanctioning body's charter system and providing long-term stability for teams competing in the Cup Series.

After nine days of trial in U.S. District Court before Judge Kenneth D. Bell in Charlotte, the parties agreed to resolve the lawsuit that had been pending since late 2024. The lawsuit, brought by 23XI Racing — co-owned by NBA Hall of Famer Michael Jordan and veteran driver Denny Hamlin — and Front Row Motorsports, accused NASCAR of anticompetitive practices related to its charter agreements and revenue-sharing arrangements.

At the heart of the dispute were NASCAR's charter agreements, which guarantee teams entry into every Cup Series race and a share of purse money and other revenues. While most charter teams signed a proposed new agreement offered by NASCAR in 2024, 23XI and Front Row declined, arguing the terms fell short of what was needed for financial viability and competitive fairness. They contended that NASCAR's control of the charter system amounted to monopolistic conduct

that unfairly restricted teams' rights and harmed their businesses.

Settlement Terms Remain Confidential, But Major Changes Announced

Under the settlement, all charter holders in the Cup Series will receive "evergreen" charters — a form of permanent status that provides long-term security and removes the threat of revocation under future negotiations. NASCAR will issue amended charter agreements reflecting the updated terms for teams to sign. Financial terms of the settlement, including any damages paid to the plaintiffs, were not disclosed publicly.

In a joint statement released by NASCAR, 23XI and Front Row, the parties said the resolution "delivers long-term stability and creates the conditions for meaningful growth for all teams in a more competitive environment" and reaffirmed their commitment to advancing stock car racing for fans, teams and industry partners.

Statements from Key Figures

Michael Jordan described the lawsuit as a fight for progress and equity in the sport. "From the beginning, this lawsuit was about progress. It was about making sure our sport evolves in a way that supports everyone: teams, drivers, partners, employees and fans," he said in the joint statement. Jordan emphasized that the agreement provides a stronger foundation and a voice in decision-making moving forward.

Co-owner Denny Hamlin said he was driven by his lifelong passion for NASCAR and a desire to secure a sustainable future for all competitors. "We believed it was worth fighting for a stronger and more sustainable future for everyone in the industry," Hamlin said.

Bob Jenkins, owner of Front Row Motorsports, added that the settlement gave him "real confidence in where we're headed," stressing the importance of a fair system that benefits teams, drivers and sponsors alike.

NASCAR Chairman and CEO Jim France said the outcome offers "flexibility and confidence to continue delivering unforgettable racing moments for our fans" and reaffirmed the value of the charter system, which was introduced in 2016. France noted that the agreement supports the sport's long-term health and growth.

Industry Reactions and Broader Implications

The settlement prompted reactions from across the NASCAR paddock, with prominent team owners praising the resolution as beneficial for the industry. Roger Penske, owner of Team Penske, called the agreement "tremendous news for the industry," highlighting the importance of unity and focus on growth.

Legal experts have described the case as a major test of how antitrust law applies in professional sports. The lawsuit included testimony from economists who argued that NASCAR's revenue-sharing model shortchanged teams relative to other global motorsports series; one economist testified that teams were owed more than $1 billion in underpaid revenue over several years, though NASCAR contested that analysis.

While the confidential nature of the settlement leaves some specifics unclear, the provision of permanent charters is viewed as a breakthrough. It addresses one of the central claims in the lawsuit and creates a framework that teams hope will encourage investment, competitive balance and long-term planning.

Looking Ahead to the 2026 Season

With the legal battle behind it, NASCAR can now refocus on the sport's competitive calendar, including the upcoming 2026 season that begins with the Daytona 500 in February. The evergreen charter system is expected to take effect for the new season, offering teams greater assurance about their future participation and revenue streams.

For 23XI Racing and Front Row Motorsports, the settlement marks the end of a grueling year-long legal fight and the beginning of a new chapter in their relationship with NASCAR. It also underscores the evolving dynamics between sanctioning bodies and team stakeholders in major professional sports leagues, where issues of governance, revenue distribution and competitive equity continue to prompt debate.

As the sport moves forward, stakeholders will be watching closely how the changes play out on and off the track, and whether the settlement sets a precedent for future governance reforms in NASCAR and beyond.

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Court Delivers Mixed Victory to NBA in Case Involving COVID and Referees

United States Magistrate Judge Robert W. Lehrburger of the Southern District of New York has delivered a mixed ruling pertaining to documents submitted in a discrimination lawsuit brought by three professional basketball referees against the NBA.

The referees alleged that the NBA discriminated against them on the basis of religion by denying their requests for exemptions from the league's COVID-19 vaccination requirements.

Specifically, the plaintiffs — Mark Ayotte, Ken Mauer, and Jason Phillips — claim the NBA violated their rights under Title VII of the Civil Rights Act of 1964 and New York state and city human rights laws in denying their requests for religious exemptions from the league's COVID-19 vaccine mandate.

The underlying merits of the discrimination claims were not decided in this opinion. Instead, the court focused on requests made by the parties that various supporting materials be retained under seal.

Judge Lehrburger applied the Second Circuit's established three-step framework for evaluating sealing requests. First, the court must determine whether the materials at issue qualify as "judicial documents" to which a presumption of public access applies. Second, if they are judicial documents, the court must assess the strength of that presumption. Third, the court must balance the presumption of access against any countervailing interests that legitimately justify secrecy.

At the first step, the court concluded that all of the materials submitted— including expert reports, exhibits, and supporting documents—were judicial documents as a matter of law. Because the documents were filed in connection with pending motions for summary judgment and expert exclusion, they were directly relevant to the court's adjudication of substantive rights. As a result, each document carried a presumption of public access, even if similar materials might previously have been sealed earlier in the litigation.

In evaluating the weight of that presumption, the court emphasized that relevance to the judicial function, not whether the court ultimately relies on a particular document, governs the analysis. Given the procedural posture of the case, the presumption of access was substantial.

Judge Lehrburger sharply criticized the breadth of the parties' sealing requests. Despite being described as "narrowly tailored," the requests sought to seal entire expert reports and large portions of other filings that contained innocuous material such as expert credentials, summaries of publicly available information, generalized concepts, and nonspecific deposition testimony. The court noted that Second Circuit precedent forbids indiscriminate or blanket sealing and requires that any redactions be tightly limited to information that truly warrants protection.

Although the parties identified two categories of potentially sensitive information—private information of nonparties and proprietary business information—the court found that most of the material at issue did not meaningfully implicate either side. Assertions that scheduling, operational, or financial information was confidential were largely unpersuasive because the documents contained only high-level generalities or testimony reflecting witnesses' lack of detailed knowledge. Moreover, some more specific information, such as COVID-19 protocols and the costs associated with accommodating exemption requests, went directly to the merits of the dispute, strengthening the public's interest in disclosure.

Ultimately, the court granted the sealing request only in limited part. It permitted continued sealing or redaction of narrowly defined categories, including identifiable nonparty health information, identifiable nonparty religious beliefs, personal and work email addresses, tax forms, and specific numerical financial figures. All other material was ordered to be made public, reinforcing the judiciary's strong commitment to transparency in cases involving significant legal and public policy issues.

Ayotte v. NBA; S.D.N.Y.; 22-CV-9666 (VSB) (RWL); 8/29/25

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Articles

Michigan State Football Case Spotlights 'Moral Turpitude' Clauses In Coaching Contracts

By Gary Chester, Senior Writer

December 30, 2021 was the height of Mel Tucker's collegiate coaching career. His Michigan State Spartans defeated Pitt in the Peach Bowl and completed an 11-2 season to earn a number eight ranking nationally. Remarkably, it was Tucker's first full season as head coach. It was also fortunate for MSU that it had found the right man for the job so quickly after the demise of Mark Dantonio, who had led the Spartans for 13 years before abruptly resigning under the weight of alleged NCAA violations.

TV commentators and scribes pronounced the Tucker-MSU bond as a perfect marriage. But to borrow from ESPN's Lee Corso, not so fast my friends. On September 10, 2023, MSU suspended Tucker in the wake of sexual harassment allegations; he would be terminated "for cause"—without the benefit of a hearing—17 days later. The resulting wrongful termination litigation sheds an unflattering light on intercollegiate sports, promises to spur discourse on Title IX procedures, and will test the application of moral turpitude provisions in sports contracts.

In the Complaint filed in *Tucker v. Michigan State University, et als*., Case No. 1:24-cv-795 (W.D. Mich. 2024), the former coach recited a sordid history of MSU's handling of alleged sexual harassment cases. Named as defendants are MSU, the MSU Board of Trustees, Interim President Teresa K. Woodruff, Athletic Director Alan Haller, General Counsel Brian Quinn, and eight individual Trustees. There are nine causes of action sounding in due process, contract, defamation, intentional infliction of emotional distress, and civil rights.

Tucker filed the Complaint on July 31, 2024. MSU subsequently filed a motion to dismiss the complaint, which is pending.

An Embarrassing Factual Background

In February 2020, MSU signed Tucker to a six-year contract valued at $5.5 million per year. After a successful 2021 season, MSU extended Tucker's contract to ten years at approximately $9.5 million annually. The agreement contained a provision authorizing MSU to terminate Tucker for engaging in "any conduct which constitutes moral turpitude or which, in the University's reasonable judgment, would tend to bring public disrespect, contempt, or ridicule upon the University." The termination clause required MSU to provide Tucker with written notice of the grounds of any proposed termination, and an opportunity for Tucker to present his position to the Athletic Director and the University President.

The genesis of Tucker's downfall stemmed from off campus conduct only tangentially related to the MSU football program. According to the Complaint, on August 14, 2021, an independent contractor, Brenda Tracy, presented a seminar to the football team. Tracy is the founder of a nonprofit organization dedicated to ending sexual and interpersonal violence, and her program concerned sexual misconduct prevention. Following Tracy's visit to MSU, Tucker and Tracy began a deep personal relationship. Tucker was married, but he had been estranged and essentially separated from his wife for years.

Evidence showed that Tracy was interested in having Tucker fund her business. However, the relationship ended in August 2022, when Tucker became concerned that Tracy and/or her assistant were making false statements about Tucker's marriage. In November 2022, Tracy complained to MSU attorney Quinn that Tucker had sexually harassed her. Tracy sought a quick monetary settlement without a full investigation.

MSU instructed Tracy that it would not pay a speedy settlement. Anxious to keep the matter quiet, MSU advised Tracy to file a confidential claim. Tracy filed a claim under MSU's confidential claim policy in December 2022. Tracy alleged that Tucker made unwanted comments of a sexual nature during their phone calls and, during an April 28, 2022 phone

conversation, he masturbated against her consent and made inappropriate comments.

In his response, Tucker said that MSU did not have jurisdiction by its own rules because the matter had no connection to the MSU campus. He denied making unwanted comments and characterized the April 28 phone call as consensual "phone sex." He argued that the phone call was 36 minutes long, that Tracy sent him a provocative photo of herself during the call, and that she could have easily ended the call but did not.

Tucker also alleged that Tracy did not disclose certain relevant information to MSU during its investigation, including a text message sent 11 days before she filed the complaint which stated that she "was down to $5."

MSU allegedly retained jurisdiction over Tracy's claim because it wanted a reason to terminate Tucker's employment. Tucker asserted that the University violated his right to cross-examine his accuser, failed to pursue key evidence adverse to Tracy, and allowed Tracy to submit certain text messages and emails she had "cherry-picked for production without requiring Tracy to produce her full set of electronic communications with others…"

Although the process called for confidentiality, the investigation into Tucker was leaked to the press. In September 2023, MSU hired an outside law firm to investigate the source of the leak, and it concluded that Tracy had communicated some information to multiple media outlets. Tucker alleged that he had asked MSU on August 2, 2023 and August 25, 2023 to investigate the leaks, but MSU ignored his requests and later initiated an investigation only after Tracy complained.

MSU Terminates Tucker for Acts of Moral Turpitude

On September 10, 2023, *USA Today* published an article titled, "Michigan State Football Coach Mel Tucker Accused of Sexually Harassing a Rape Survivor." The article disclosed that Tracy had shared more than 1,200 pages of case documents with the *USA Today* reporter and that she had agreed to allow the reporter to identify her by name. The article assailed MSU for missing repeated chances to stop a prolific sexual abuser, stating: "For nearly two decades, Michigan State leaders failed to act on complaints against Larry Nassar, the disgraced former U.S.A. Gymnastics and campus physician accused of sexually assaulting more than 300 female athletes…"

MSU immediately announced that it was suspending Tucker without pay. It claimed that new developments had come to light. Defendants Haller and Woodruff told the media that the investigation was incomplete and would not be complete until there was a hearing and a final decision.

USA Today published a subsequent article titled, "In the Michigan State story, Brenda Tracy is the believable one. Not coach Mel Tucker." It was disclosed that the author had known Tracy for several years.

Despite MSU's promise of a hearing, Haller sent Tucker a letter on September 18, 2023 notifying him that the University intended to terminate him as head coach based on the moral turpitude clause in his contract. MSU contended that there was undisputed evidence that Tucker engaged in conduct "involving moral turpitude" or that would "tend to bring public disrespect, contempt, or ridicule upon the University."

Tucker's attorney replied with a detailed letter stating that Tucker disputed the evidence and that MSU had violated the investigation process by not providing a hearing. He asserted that Tracy had no ongoing work relationship with MSU, the participants were consenting adults, and the conduct did not constitute moral turpitude. Two days later, MSU formally terminated Tucker's $95 million contract.

Tucker alleged that MSU subsequently scheduled a hearing that was an "after-the-fact window dressing designed to provide cover for Defendants' illegal termination of Plaintiff." At that time, Tucker's attorney obtained communications that Tracy had previously failed to disclose. Some of the communications were text messages from Tracy to her assistant that cast doubt on some of Tracy's allegations.

Critically, a new witness came forward and provided an affidavit indicating that the sexual conduct that occurred during the April 28, 2022 phone call was fully consensual. Tucker's attorney sent a letter to Quinn's law firm and all the members of the MSU Board of Trustees on October 5 2023, summarizing the new evidence that squared with Tucker's position. Tucker's attorney asked for the matter to be delayed so the hearing officer could receive and consider the additional text messages. None of the Defendants responded, and MSU proceeded with a hearing.

MSU's Alleged Motivation to Fire Tucker

According to the Complaint, MSU leadership "routinely engaged in serious acts of misconduct, including manipulating and interfering with the University's supposedly independent administrative investigation processes—the same processes that the Defendants misused and weaponized against Plaintiff." It began with a decades-long pattern of sexual abuse of female student athletes perpetrated by the disgraced MSU Athletics Department physician Larry Nassar.

MSU failed to act against Nassar despite complaints brought against him from hundreds of students and members of the U.S. gymnastics team dating back to 1997. MSU waited until 2016 to terminate Nassar's employment. In 2017 and early 2018, Nassar was found guilty of multiple counts of sexual abuse in separate cases and was sentenced to over 100 years in prison. On May 16, 2018, MSU reached a $500 million settlement with 332 of Nassar's victims.

The Nassar scandal forced President Lou Anna K. Simon and Athletic Director Mark Hollis to resign. Additional administration and staff left under pressure after Nassar was convicted and sentenced.

On the same day that Hollis resigned, another shoe dropped on MSU. ESPN posted a report in its online magazine, Outside the Lines (OTL), stating that football coach Mark Dantonio and basketball coach Tom Izzo led programs that were replete with sex-based incidents. OTL reported that at least 16 MSU football players were accused of sexual assault or violence against women. Dantonio was reportedly involved in handling the discipline in at least one case.

When stories surfaced that Dantonio had knowingly engaged in recruiting violations, he resigned on February 3, 2020. But MSU permitted Dantonio to continue as an advisor. He was allowed to retain a $4.3 million bonus that MSU had paid him a few weeks earlier based on his anticipated future work as head coach. On September 10, 2023, MSU rehired Dantonio as an associate head coach of the football team. (He supports coaches from the sidelines or the booth and sits on the College Football Playoff Selection Committee.)

OTL also reported that a former undergraduate student-assistant coach for Izzo was permitted to continue coaching after he had been criminally charged for punching a female MSU student in her face at a bar in 2010. A few months later, the same assistant was accused of sexually assaulting a different female student. (In 2017, Izzo reportedly violated procedure in a sexual assault case against one of his players when he contacted a student witness before police and university investigators spoke with the witness.)

MSU allegedly conducted an unauthorized and flawed investigation against Tucker to maintain control over the matter and keep it from the public. It then "manipulated the process to create a pretextual and false basis to terminate Plaintiff's employment and evade Defendant's significant financial obligation to Plaintiff, which, at the time, was more than $80 million." The Trustees allegedly terminated Tucker to preserve their positions and public image, and because of his race. The Complaint draws a distinction between MSU's treatment of Dantonio and Izzo, who are white, and Tucker, who is black.

Investigations Abound

In 2018, the U.S. Department of Education's Office of Civil Rights (OCR) began investigating MSU's Title IX compliance. The OCR report published in 2019 was highly critical of the University, citing mishandling of sexual harassment complaints at the highest levels. Simon's successor as MSU President, Samuel Stanley, Jr., resigned in 2022, citing severe dysfunction within the Board of Trustees. Among other things, the Board had failed to properly oversee the school's sexual harassment investigation procedures.

The OCR opened a second investigation only weeks after Stanley resigned. This coincided with Tracy notifying MSU of her allegations against Tucker. In 2023, matters worsened for MSU when an outside law firm hired to investigate the University Office for Institutional Equity (OIE) issued a scathing critique of MSU's dismissal of the dean of the business school. The OIE—the same department overseeing the Tucker case—failed to properly supervise Haller and Quinn's improper investigation and eventual termination of the dean. Haller and Quinn were handling the investigation of Tucker.

A second independent investigation was equally critical of MSU leadership. The report claimed that three MSU Trustees improperly reached out to Tracy during the investigation. The report also revealed fighting among the Trustees to the extent that some made

false statements about certain Trustees and administrators to student groups and fellow Trustees.

Moral Turpitude Clauses are Generally Enforceable

In a motion to dismiss the complaint filed in October 2024, MSU argued that Tucker's claims are barred by federal and state immunities. The University argued that Tucker filed a "kitchen-sink complaint" to turn a "meritless breach-of-contract claim into an $80 million dollar conspiracy."

Two days after MSU filed the motion, District Court Judge Paul L. Mahoney gave Tucker the opportunity to cure any alleged inadequacies in his pleadings. Tucker filed an Amended Complaint and MSU filed another motion to dismiss, which has yet to be decided. The central issue is whether Tucker's conduct would tend to bring "public disrespect, contempt, or ridicule upon the University."

Moral turpitude clauses have long been held valid and enforceable, as the Second Circuit noted in *Nader v. ABC Television, Inc*., 150 Fed. Appx. 54, 56 (2d Cir. 2005). There, the court found that a DUI arrest constituted a valid basis for a television network to terminate the employment of an actor because the arrest generated adverse publicity. The court did not need to consider whether a conviction would be necessary for the morals clause to apply.

The court in *Nader* made it clear that employers must act in good faith when they invoke a morals clause. Once good faith is established, the burden shifts to the employee to adduce evidence that the employer's stated reason for termination was pretextual and that the real reason was discriminatory. The opinion referenced *Reeves v. Sanderson Plumbing Prods.*, Inc., 530 U.S. 133 (2000), where the U.S. Supreme Court reinstated a jury verdict of improper termination of employment because the plaintiff had presented evidence of discrimination to refute the employer's claimed reason for termination.

A sports case where the terminating party may have acted in bad faith was *Mendenhall v. Hanesbrands, Inc.,* Case No. 1:2011-cv-570 (M.D.N.C. 2012), where the Pittsburgh Steelers running back Robert Mendenhall sued the parent company of Champion sports apparel for improperly invoking a morals clause to terminate a products endorsement agreement. When the U.S. announced that it had killed Osama bin Laden, Mendenhall posted social media messages that challenged the justification for the assassination and suggested that 9/11 was a hoax. The company immediately terminated Mendenhall.

The trial court denied Hanesbrands's motion to dismiss because the company had failed to consider some positive responses to Mendenhall's remarks. Whether Mendenhall's comments reflected poorly on the business was an issue of fact. The parties settled prior to trial.

Coaches Behaving Badly

In college sports, courts have tended to side with the employer when a coach's conduct arguably affected the reputation of the university or the functioning of the team. One example is *Haywood v. University of Pittsburgh*, 976 F. Supp. 606, (W.D. Penn. 2013), where Pitt fired its football coach, Michael Haywood, for acts of moral turpitude. Haywood was arrested and charged for a domestic incident where he forced his way into a residence to confront the mother of his child. After learning of the arrest in the media, the university immediately terminated Haywood's contract because his conduct was prejudicial to the best interests of the school and its athletics program. Haywood said he had entered the residence through a barricaded door, which the trial court ruled was sufficient cause for Pitt to terminate his coaching contract.

There are several cases in which universities seemed justified in terminating highly visible head coaches. The moral turpitude clauses were never litigated, but the coaches' conduct reflected poorly on the institutions of which they were a visible part. A prime example was the Washington State football coach Mike Price, who led the Cougars to two Rose Bowls during his tenure in Pullman from 1989 to 2002. The University of Alabama was searching for a new head coach and agreed to a seven-year, $10 million deal with Price in December 2002. The school made its decision after a brief two-week search.

Only five months later, Alabama fired Price after someone posted a message on the Auburn University booster club website suggesting that Price had engaged in improper conduct while participating in a celebrity pro-am golf tournament in Florida. A few weeks later, *Sports Illustrated* reported that Price, who was married,

had acted inappropriately at a strip club and had spent the night in his hotel room with two women whom he had propositioned. One of them had used Price's credit card to purchase nearly $1,000 worth of food from room service without his knowledge.

SI also reported that Price had propositioned some female students at a bar in Tuscaloosa shortly after he was hired. The athletic director reportedly had already chastised him twice for spending time buying drinks for students and "generally serving as the life of the party in too many bars." University President Robert Witt announced that Alabama was dismissing Price for failing to live his "personal and professional life in a manner consistent with university policies." Price responded with a lawsuit for breach of contract, violation of due process, wrongful termination, and fraud.

In *Price v. University of Alabam*a, 318 F. Supp. 2d 1084 (N.D. Ala. 2003), the trial court dismissed all four claims. There was no interpretation of any morals clause because no written contract had been finalized and signed. Price settled a separate defamation case against *SI*'s parent company for an undisclosed amount. Despite Price's misconduct, UTEP hired him as its head coach in December 2003.

The University of Arkansas fired its football coach, Bobby Petrino, for cause in 2012. Petrino was married, but he was in a relationship with a 25-year-old assistant who was a former Arkansas volleyball player hired by Petrino. When Petrino was in a serious motorcycle accident with the assistant as passenger, he lied about her being on the motorcycle. When Arkansas fired Petrino for unfairly hiring his mistress and misleading the University and the public about the accident, the athletic director cited a contract provision permitting termination for conduct that negatively affects the reputation of the University's athletics programs. Petrino went on to coach at several colleges, including a head-scratching return to Arkansas in 2024 and 2025.

Former University of Mississippi head football coach Hugh Freeze resigned in 2017 after it was reported that he had contacted an escort service on multiple occasions. The University said it would have exercised the moral turpitude clause to terminate Freeze for cause had he not resigned. Auburn hired Freeze as head coach starting in 2023 but fired him during the 2025 season.

The University of Michigan fired head football coach Sherrone Moore for cause on December 10, 2025, after evidence surfaced of an inappropriate relationship with a member of his staff. Hours later, police arrested Moore after responding to an alleged assault. Moore was arraigned on charges of felony home invasion, misdemeanor stalking, and entering without permission. The school issued a statement the following day saying that Moore's conduct violated University policy and "U-M maintains zero tolerance for such behavior."

The assistant prosecutor alleged during the arraignment that Moore had made several "intimidating" and "terrifying" statements while breaking into a woman's home, following her breaking up with him. The responding police department had previously stated that the incident "does not appear to be random in nature." The University did not cite a morals clause, but it seems doubtful that Moore will raise a legal challenge under the circumstances. Criminal conviction is not a prerequisite for termination of employment.

These cases suggest a low threshold for morals clauses to apply. A contrary case is *O'Brien v. Ohio State University*, 2007 Ohio 4833, (Ohio App. 2007), where Ohio State fired highly successful men's basketball coach Jim O'Brien after it was revealed that he loaned $6,000 to a Serbian basketball recruit in 1998. O'Brien argued that it was a humanitarian gesture because the player was a professional who was ineligible to play under NCAA rules. However, the player sought reinstatement from the NCAA. (The player was eventually chosen in the NBA draft.)

The trial judge ruled that the improper loan was not a material breach of contract and that the contract unambiguously set forth the damages for breach of contract. The court awarded O'Brien nearly $2.5 million and Ohio State appealed. The appeals court rejected the University's position that its damages were substantial because it placed itself on a one-year ban from postseason tournament play and gave up two basketball scholarships. The appellate panel found that the harm was insubstantial and the breach was not material. (A dissenting judge noted that O'Brien had deprived Ohio State of the trust it had a right to expect and that the damage was incurable.)

A Lose-Lose Case for MSU

Employers are not empowered to terminate employees for personal conduct they find distasteful. They may terminate employees who engage in immoral acts which adversely affect their ability to perform their job. If Tucker's conduct in the 34-minute phone call was consensual, then Michigan State likely had no right to terminate his employment. However, if Tucker sexually harassed Tracy, then the University had a right to invoke the morals clause. The nature of their relationship would appear to be an issue for the trier of fact.

Tucker v. Michigan State presents multiple problems for the school. First, even if a jury were to find that the conduct was nonconsensual, Tucker could still prove that it was a pretext for his dismissal. He claims the true reason was to obscure MSU's mishandling of the matter. There is also the disparate treatment he received in contrast to Michigan State's handling of Dantonio and Izzo. Even if MSU treated the white coaches more favorably because of their long-term success, the appearance on the surface that MSU handled Tucker differently because he is black severely diminishes the University's reputation. It also raises eyebrows as to why an educational institution would continue to employ Dantonio and Izzo despite a wave of sexual harassment claims against players they recruited and coached.

Second, even if Tucker's termination is upheld under the applicable morals clause, it would not excuse MSU's misconduct. The University allegedly had no right to litigate an off-campus matter. To compound this poor judgment, the University may not have conducted a fair hearing. Further, MSU appeared to have rewarded Tracy's breach of confidentiality, though Tracy claimed that the University also violated the confidentiality of the investigation, as discussed below.

Finally, the episode reflects poorly on those who govern an institution with nearly 52,000 students and approximately 12,000 employees. ESPN's reporting, the Nassar scandal, and the basic facts in *Tucker v. Michigan State* reflect that MSU has been indifferent to proper Title IX procedures and indifferent to the students and others for whom Title IX protections exist.

Tracy Files a Claim Against MSU

The matter became even messier for Michigan State last year when Tracy filed a lawsuit against the Board of Trustees and two individual Trustees. In *Tracy v. Board of Trustees of Michigan State University, et al*., No. 1:25-cv-614 (W.D. Mich. 2025), Tracy asserted that her relationship with Tucker was strictly professional, and that the OIE breached statutory and other duties when it mishandled her complaint. She alleged that MSU violated its own rules when it leaked details of the investigation to *Crain's Detroit Business* and another media outlet. Tracy claimed that she had spoken with *USA Today* on the condition that it would not publish the story without her permission, and that she consented to publication only because *Crain's* would have otherwise published MSU's version first.

Tracy also alleged that Tucker violated University policy when he deleted his electronic communications during the OIE investigation. Tracy seeks compensatory and punitive damages for the resulting damage to her business and for an onslaught of threats directed against her.

While Michigan State may be a poster child for institutional failure to adequately investigate and litigate sexual harassment claims, it has plenty of company. Any list of colleges that have fallen short in their Title IX obligations to victims and accused individuals would be exhaustive. As Noah Bloomberg observed in a 2025 article in the *Mississippi College Law Review* (Vol. 42, Issue 1) titled "College Courts: Administrative Abuse of Title IX and its Consequences," the increasing number of Title IX sexual misconduct complaints and the failure to fairly investigate and decide them has become a political issue.

Bloomberg criticized both the Obama and Trump administration for policies that "paved a road to hell with good intentions." He wrote that the Obama OCR forced unfair disciplinary proceedings on accused students and the Trump OCR forced universities to create quasi-courts that make the process too intimidating, laborious, and expensive.

The history of mistakes at Michigan State highlights some of the conflicts of interest that are inherent when an institution is tasked with investigating and punishing a prominent member of its community. Any adverse publicity may harm the school's reputation and, as a result, its private funding. The pressure on trustees and administrators to avoid scandal and to preserve their positions, and the reputation of the university, is self-evident. Even when criminal complaints are filed,

prosecutors who are alumni of the colleges where the conduct took place may view the accusations with a jaundiced eye, as OTL made clear in its reporting.

A Better Way?

Tucker's Complaint shrewdly attempts to turn the tables on Michigan State by suggesting that its improper handling of Tracy's claim put it in no position to judge the coach's conduct. It suggests the legal maxim, "He that seeks equity must do equity." It also takes the case beyond a simple interpretation of a morals clause in raising broad Title IX procedural issues.

The mishandling of sexual harassment claims at Michigan State and elsewhere has long suggested a need for reform. Perhaps independent law firms and arbitrators are better suited than university administrators to investigate and decide Title IX sexual harassment claims. They could be selected and funded by the individual states, which would preserve their independence. The OCR guidelines on hearings could be more generalized and less politics-driven, so that the attorneys and arbitrators would have a degree of flexibility.

Until a more satisfactory process is put into place, sexual harassment victims have a choice of filing a Title IX complaint or a criminal complaint. The flaws in Title IX procedures may have motivated the accuser in the Moore case to pursue criminal charges against the coach instead of filing a Title IX claim.

In the meantime, universities need to adhere to the procedures they have in place and make reasonable determinations. They should not act hastily by dismissing coaches and other employees for acts of moral turpitude that have not been established. (Temporary suspension with pay is one option.) Courts have interpreted moral turpitude clauses liberally, but the Tucker case presents novel issues. It will be interesting to see whether the trial court grants MSU's motion to dismiss on the basis that an ongoing Title IX investigation was sufficient cause to terminate Tucker's employment, or if it allows the case to continue because a jury could find that Tracy's accusations alone were not enough.

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College Athletics Saw Dramatic Legal and Regulatory Shifts in 2025. Here's What's in Store for Next Year

By Traci Bransford, Shayla Wright, and Timothy Graham

In late November, the College Sports Commission (CSC), the newly formed enforcement agency for revenue sharing in college sports, sent a participation agreement to the Power Four conference schools. The 11-page agreement asks all 68 colleges and universities in the Power Four conferences to waive their right to file lawsuits against the commission and agree to all enforcement decisions and penalties.

CSC's participation agreement comes amid a flurry of legal and regulatory developments in college sports this past year, including the historic approval in June of the *House* settlement, which allowed all Division I colleges and universities for the first time ever to compensate their student-athletes directly through revenue sharing. The participation agreement also comes on the heels of unsuccessful congressional efforts to pass the Student Compensation and Opportunity through Rights and Endorsements (SCORE) Act, which would effectively protect the NCAA and its member schools from antitrust scrutiny.

Without an antitrust exemption or a collective bargaining agreement that involves significant student-athlete input, there remains to be questions surrounding how the NCAA should enforce NIL and revenue sharing rules. Those very questions may continue to go unanswered in 2026.

CSC's participation agreement will not go into effect until all 68 schools in the Power Four conferences sign it, and that does not seem likely. The participation agreement has garnered opposition from many schools and state officials, including state attorneys generals. Still, the participation agreement serves as a thunderous exclamation point on what was already a groundbreaking year in college sports, by potentially putting even more power in CSC's hands and raising legal questions that create a compliance nightmare for Power Four schools.

That said, this past year set a dizzying pace for school administrators, legal counsel, student-athletes, and other industry stakeholders when it comes to

navigating legal and regulatory hurdles — ranging from the myriad of lawsuits filed against the NCAA challenging its enforceability issues, to ripple effects in the aftermath of the *House* settlement, to the shifting landscape of betting around college sports, to athlete representation in brand deals, to antitrust concerns.

By all indications, 2026 shows no signs of slowing down. Here's a look back at a fast-paced 2025 and a forecast for legal and regulatory trends headed into the new year.

Litigation Trends

In 2025, the NCAA was involved in multiple lawsuits all across the country. Most of the cases filed against the NCAA challenged long-standing eligibility rules, including the NCAA's JUCO and redshirt rules. Looking ahead, we do not see the proverbial litigation train stopping in 2026 for the NCAA, its member schools, and individual student-athletes.

However, the NCAA may get a little bit of a reprieve as lawsuits involving member schools and their respective conferences and their former student athletes are becoming more frequent. Take, for example, a recent lawsuit filed by a university's athletic association asking a judge to compel a former player at the university to arbitration. The athletic association claims that the player violated the terms of his NIL deal when he left the university and transferred to another college. A similar issue also popped up at Arkansas earlier this year.

This will be a closely watched lawsuit largely because there have been a number of purported NIL breaches, but no school has gone so far as to initiate a lawsuit against a former athlete until now. Therefore, this lawsuit could be the catalyst for more schools to pursue litigation against individual student-athletes.

Further, in a world where certain schools can gain last-minute recruiting advantages if they have an influx of NIL money, it would not be surprising if we saw more in-fighting between NCAA member schools relating to allegations of tortious interference much like the ongoing lawsuit between Wisconsin and Miami, with more and more schools being able to flip incoming recruits or entice student-athletes to enter the transfer portal.

Aftermath of House

As an initial matter, let's not forget that the *House* settlement has been appealed up to the Ninth Circuit on the grounds that settlement damages and other awarded relief violate Title IX and favor revenue-generating sports. The appeal is still in the early stages but there is a scenario — albeit unlikely — where the entire settlement could get tossed. But before any decision is made, there will likely be a flurry of briefs and oral argument before the Ninth Circuit, a circuit court that is historically pro student-athlete as it affirmed both *Alston* and *O'Bannon*.

So, assuming the *House* appeals are unsuccessful, and the approved settlement remains intact, there will likely be a future dispute regarding the enforceability of a mandatory arbitration provision in the settlement agreement. Under *House*, all Division I student-athletes must report proposed NIL deals worth $600 or more to CSC through NIL Go, a relatively new software created to help track NIL deals, before the deal can be approved and finalized.

If the CSC determines that any given NIL deal does not advance a valid business purpose or is not within a reasonable range of compensation, the deal may not be approved, prompting the student athlete to revise and resubmit the proposed deal, cancel the proposed deal, or challenge the decision to not approve it. Any student-athletes looking to challenge the CSC's decision, however, have very limited options because all challenges must be done through arbitration and within 14 days after receiving the decision to initiate the arbitration process. Challenging the ruling in court is not an option according to the CSC.

While no one has challenged the mandatory arbitration provision yet, we would not be surprised to see it get challenged in 2026 or in years to come. At its core, arbitration is a creature of contract. It typically requires contractual assent from the parties involved in the arbitration. But that requirement may have been overlooked by the *House* settlement. Indeed, incoming college student-athletes — who were not a part of the *House* class — likely have not consented to mandatory arbitration. These athletes may have a basis to challenge a CSC decision in court instead of arbitration unless they've signed a separate agreement.

Headed into 2026, we anticipate that more colleges and universities and individual student-athletes will push back against the authority the CSC is trying to carve out for itself.

Sports Betting Developments

The past year also brought a series of high-profile sports betting headlines. In October, the FBI announced that 34 people were charged in separate illegal gambling schemes within the National Basketball Association (NBA). Some players were accused of using NBA insider information while one prominent coach was charged with rigging poker games backed by Mafia families, according to the FBI.

Gambling-related misconduct similar to that seen at the professional level is increasingly impacting collegiate athletics as well. The NCAA announced in November that its member schools voted to rescind a previously approved rule change that would have allowed student-athletes to bet on professional competition. This development comes amid the continued expansion of sports betting over the past decade, including its growing prevalence among college student-athletes.

A recent survey found that one in five male student-athletes violated NCAA rules in 2024 by betting on athletic competition. Additional research indicates that the frequency of sports betting has increased among student-athletes in Division II and, most significantly, in Division III programs.

Recent enforcement actions also underscore the increasing incidents of betting misconduct within collegiate athletics. In November, the NCAA permanently banned six Division I student- athletes for manipulating games or sharing information with bettors and has since announced its investigation of 13 additional players for sports betting violations. These developments reflect the growing compliance challenges now faced by colleges and universities as sports betting continues to proliferate.

Sports betting raises complicated questions about the integrity of sports and the manner in which educational institutions are navigating the issue. As legalized sports betting continues to expand and enforcement activity increases, colleges and universities must maintain robust compliance programs that include athlete education, training, and support, as well as clear monitoring procedures and reporting mechanisms to reduce legal exposure.

Athlete Representation and Influence Activations

With the approval of *House*, student-athletes and athletic departments are seeing athletes treated much more like brands. As student-athletes work to establish their respective brands, they should be thinking about commercializing that brand even after their collegiate careers end. This means curating a brand that is more than just about a sport. The brand should be authentic to the individual so that even if you're playing days are over, consumers are still interested in what you have to say and the products you are endorsing.

This can often feel like a long game but there is a tremendous upside. Securing a brand deal that can generate passive income on and off the field is the ideal outcome for both student athletes who will ultimately land a spot on a professional roster, or for the majority of student athletes who will not have that opportunity.

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Confronting Gambling Governance Gaps in Collegiate Esports

By Bradyn Rogers, University of North Alabama

Esports, or a form of competitive activities in which gameplay, player input, and performance are mediated through electronic and human–computer interface systems, continue to expand in mainstream consciousness globally (Hamari & Sjöblom, 2017). As the esports industry grows in the United States, collegiate esports has experienced rapid growth, with universities launching varsity teams, academic programs, and competitive infrastructures. Despite this growth, collegiate esports remains in its formative stage and faces a diverse range of governance challenges. These problems range from pressing issues affecting the space such as

monetization, doping, E-doping, and more. Among these challenges, gambling represents a particularly pressing concern that warrants proactive governance before integrity failures emerge.

The normalization and accessibility of gambling, driven by mobile betting applications, loot-box mechanics, sportsbook integrations within streaming platforms, and broader cultural acceptance of wagering, have contributed to a surge in gambling participation in younger demographics. Esports fans, and particularly esports athletes, have been identified as disproportionately at risk for problem gambling, with a 2025 study finding elevated rates of gambling involvement and associated psychological vulnerabilities in this population (Nguyen et al., 2025). Collegiate players, staff, and spectators therefore fall within a demographic uniquely susceptible to gambling-related harms. These concerns extend beyond individual behavior; the intersection of esports and gambling raises additional risks related to intellectual property conflicts between game publishers and third-party betting platforms, the prevalence of underage participants, and heightened incentives for match fixing in environments lacking strong regulatory oversight.

Understanding the governance landscape requires attention to the major collegiate esports bodies responsible for structuring competition. Two of the most established organizations are the National Association for Collegiate Esports (NACE) and the National Esports Collegiate Conference (NECC). Both serve as leading frameworks for institutional competition, competitive integrity, and the external legitimacy of collegiate esports. These organizations must navigate stakeholder expectations that include protecting student participants, strengthening relationships with game developers who maintain ultimate control over esports titles, and positioning collegiate esports as a credible counterpart to traditional collegiate athletics. As gambling continues to influence both professional sports and NCAA-governed competition, collegiate esports must take deliberate steps to recognize and regulate gambling before widespread issues arise.

Currently, gambling-specific regulation in collegiate esports is sparse. The NECC rulebook does not directly address gambling, referencing only collusive behavior such as intentionally losing matches for compensation. While this acknowledges one manifestation of gambling-related misconduct, the absence of explicit gambling policies leaves considerable ambiguity regarding acceptable behavior. NACE provides slightly clearer restrictions in its code of conduct by prohibiting gambling-related names or brands from appearing on players, teams, or uniforms, yet it does not outline standards for gambling participation, reporting obligations, or educational requirements. In contrast, the NCAA maintains stringent prohibitions that bar student-athletes and athletics personnel from wagering on any NCAA-sanctioned sport, regardless of legality. The NCAA's rigor underscores the comparatively underdeveloped regulatory landscape in collegiate esports.

Although collegiate esports has not yet experienced publicly documented gambling scandals or match-fixing incidents, both professional sports and professional esports offer clear warnings of the risks. The National Basketball Association (NBA) recently uncovered a widespread gambling ring involving former players Chauncey Billups and Terry Rozier, prompting ongoing investigations into professional and collegiate basketball. Similarly, an entire professional League of Legends region, the Vietnam Championship Series, was halted due to a large-scale match-fixing scandal involving 32 players across eight teams, ultimately forcing the cancellation of half the competitive season. These cases illustrate that gambling-related misconduct can escalate rapidly and jeopardize the legitimacy of competition when robust governance mechanisms are absent.

Given the current policy gaps, collegiate esports governing bodies have a critical opportunity to establish preventative structures before the ecosystem experiences similar crises. Updating rulebooks to include comprehensive gambling regulations is a necessary first step. Such regulations should clearly define prohibited behaviors, reporting procedures, conflict-of-interest standards, and disciplinary measures. Additionally, governing bodies should implement mandatory education initiatives modeled after the NCAA's "Draw the Line" program, ensuring that players, coaches, administrators, and fans understand the risks, legal implications, and integrity consequences associated with gambling. Anonymous reporting platforms, integrity hotlines, and partnerships with esports integrity organizations would further strengthen prevention and

detection efforts. These measures, taken collectively, position collegiate esports to adopt a proactive rather than reactive stance.

The broader future of collegiate esports governance, including any potential alignment with NCAA standards, depends on the development of credible, enforceable policies that protect competitive integrity and participant welfare. By addressing gambling concerns early and comprehensively, collegiate esports can serve as a model for responsible governance within the global esports ecosystem. Proactive regulation not only safeguards student-athletes and institutional reputations but also contributes to the long-term legitimacy, sustainability, and professionalization of collegiate esports.

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Welcome to Oregon – Pull Up a Chair and Watch Our Mountains

By James Moss

Because you really can't do much else.

If you have been paying much attention to the news from Oregon over the last few months, you know the recreation industry in Oregon is having an extremely difficult time. Oregon only has one ski area insurance company in the state, premiums are rising by 20 percent and 30 percent for all recreation activities and landowners, and there are no defenses available to a negligence claim.

Is essence, the Oregon sports and recreation industry is sinking because of lawsuits. So badly, the Titanic is looking good.

In 2014, the Oregon Supreme Court handed down a decision in Bagley v. Mt. Bachelor, Inc., dba Mt. Bachelor Ski and Summer Resort, 340 P.3d 27, 2014 Ore. LEXIS 994. That decision eliminated the use of releases in the state of Oregon.

The decision was controversial at the time because the facts did not seem to justify the damages of $21.5 million. See Oregon Supreme Court finds release signed at ski area is void as a violation of public policy. Less than a week later, the lawsuits are being filed in droves. On top of that, the Oregon Supreme Court used every possible legal way to say that releases (waivers) were no longer valid in the state and eliminated inherent risks also.

The court first found under Oregon law that releases were illegal because they were contrary to public policy. "*An agreement is illegal if it is contrary to law, morality, or public policy*." The court then found releases were also unenforceable because they were unconscionable. "*This court has not distinguished between contracts that are illegal because they violate public policy and contracts that are unenforceable because they are unconscionable*."

The Oregon Supreme Court then held that releases were void because they were sufficiently unfair and oppressive to be unenforceable. "*Frequently, however, the argument that a contract term is sufficiently unfair or oppressive as to be unenforceable is grounded in one or more factors that are not expressly codified; in such circumstances, the common law has a significant role to play*." Next, the court found releases were unenforceable because of the disparity of bargaining power. This theory is supported in many states when the consumer needs a necessity, such as a utility. However, recreational services have never been a necessity in any state.

The court did not stop with just four reasons; it piled on, holding that the release was void because it would be unfair to the plaintiff in this case. It then added a premises liability theory that the duty owed by a possessor of land exceeded the defense provided by a release. (Reasons 5 and 6, I believe if you are keeping count.)

The court then found the ski area violated the Oregon Ski Area Statutes because the jump the plaintiff went over caused his injuries. It did not matter that the plaintiff landed more than 100' past the landing area of the jump and had started his run much higher than the run-in designed for that jump.

The court then found that a ski area was not a recreational area, but a public accommodation, meaning the ski area had a higher duty to the plaintiff and thus a ski area had a public interest, which was a much higher responsibility. Next, the court found the inherent risks of skiing were not a defense if the ski area's own negligence was so great. Contrary to the Oregon Ski Safety Act specifically defines the inherent risks of skiing in ORS § 30.970(1).

Finally, the court found that this decision applied to all releases in the state of Oregon, not just to this ski area in this case, or to ski areas in the state, or to recreational activities. Releases were now void in Oregon for every use, for everyone. The decision started as a ripple and by the end of the decision was a tsunami.

The Oregon Supreme Court did not stop there. The court then limited all protections for being outdoors in Oregon. In Johnson v. Gibson, 358 Ore. 624; 369 P.3d 1151; 2016 Ore. LEXIS 129, the court found the Oregon Recreational Use statute ORS § 30.480 only applied to the landowner, not volunteers working on the land. See "*Oregon Supreme Court decision says protection afforded by the OR Recreational Use Statute only applies to landowner, not volunteers or others on the land*." Trail building, trail clean-up, and bird watching tours disappeared like they had been beamed up by Scotty to the Enterprise.

Once the floodgate was lowered, the lawsuits came rolling in, and so did the judgments.

Mt. Hood Skibowl was hit with an $11.4 million judgment for a mountain bike injury that occurred on its runs one summer. Mountain biking is no longer allowed at Mt. Hood Skibowl and many other ski areas in the state. The basis for the negligence claim was that a sign was positioned incorrectly.

In 2024, Safehold Special Risk, one of the largest insurers in the ski industry and one of the two remaining insurance companies operating in Oregon, called it quits. Ski areas only have one insurance company to deal with, after rates have increased 20 percent or more over the past ten years.

The recreation industry has attempted to fight back; however, every legislative attempt has failed. First, the ski industry attempted to get releases enforceable again, but did not include any other recreational businesses. They lost that battle quickly and gave the trial lawyers the knowledge and time needed to fight additional attempts in the following years. A more united recreation group has been attempting to get the legislature to change the law. However, the trial lawyers in Oregon learned how to fight and gathered resources. The trial lawyers are now one of the largest lobbying groups, financially, in the state. It is easy to throw money at the legislature when winning is not hard at all.

Add to that the hard insurance market and the withdrawal of many insurance companies from the property market nationwide, and recreation providers are calling it quits. If they can find insurance, they can't afford it. Any use of Federal land for their activities must provide an insurance policy that protects the user and the landowner before a permit or concession agreement will be issued. State parks have closed all activities because the money generated by small recreation businesses is nowhere near what the cost to the government entity may be. And private landowners, even with one bill to protect them, have posted no trespassing signs. Even though Oregon S.B. 179 closed several loopholes in the prior bill, the Oregon Supreme Court shredded it, is not worth the risk. When the Oregon Supreme Court decided Bagley, it went far outside the facts and legal issues in the case to deny the ski area any protection. There is nothing that won't protect the Oregon Supreme Court from doing the same for private and public landowners. It is easier and cheaper to post a No Trespassing sign than to unlock a gate.

The Oregon public and health insurers were enjoying the situation initially. However, the loss of so many recreational opportunities and the closing of land for recreation, both by private and public landowners, is starting to create concern among the general public. For a state that has prided itself on its recreational activities, sitting on a lawn chair is about as extreme as you can get.

The only foreseeable future is further closure of recreation areas and recreation businesses. One more large judgment against a ski area for skiing, mountain biking, or any other activity at the ski area could result in the closure of all ski areas in the state. With one insurance company for the ski industry in Oregon, there is no competition, so rates will continue to increase as the injuries and lawsuits pile up. A large judgment, and that insurance company will leave the state. Something must give, and either the Ski areas won't be able to

afford the insurance premiums or the remaining insurance company will pull out of the state.

Although the discussion looks at a ski resort losing insurance, skiing is not the only recreational activity affected. Most ski resorts of learned that the summer season is a good way to add to the bottom line and have offered mountain biking, hiking, gondola, and chair lift rides as well as dozens of other recreational activities. When the ski area loses insurance, all of those activities are also shuttered.

Case Citation

5-year-old lawsuit that changed Oregon's recreational immunity law reaches conclusion in Lincoln County circuit court

Landowner Immunity on Oregon Trails Now Permanent

Lawsuits and outdoor recreation: Oregon Legislature to consider 2 legal protection bills

New Law Keeps Oregon's Outdoors Open to All

Oregon Outdoor Recreation Economic Impact Study

Oregon Recreation Industry On Edge As Major Insurer Pulls Out

Oregon's Recreation Crisis: The Update No One Wanted

The Outdoor Recreation Economy by State

The Recreation Industry and Trial Lawyers Battle Over Liability Waivers

The Recreational Immunity Emergency in Oregon

Oregon Recreational Use Statute used by US Forest Service to stop claim by injured snowmobiler

Oregon Supreme Court finds release signed at ski area is void as a violation of public policy. Less than a week later the lawsuits are being filed in droves.

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Electronic Arts to Go Private in Historic $55 Billion Deal

By Jeffrey Levine, JD, PhD – Associate Clinical Professor, Department of Sport Business Esport Business Program Lead, Drexel University

Electronic Arts (EA), the publisher behind *EA Sports FC*, *Madden NFL*, *Apex Legends*, and *The Sims*, announced that it has agreed to be taken private in a deal valued at $55 billion. The acquisition, jointly led by Saudi Arabia's Public Investment Fund (PIF), Silver Lake, and Affinity Partners, will pay shareholders $210 per share, a roughly 25 percent premium to EA's stock price before news of the negotiations surfaced (Hirsch & Goldstein, 2025). The company will remain headquartered in Redwood City, California, under the leadership of CEO Andrew Wilson, and the deal is expected to close in the second quarter of 2026.

If completed, this will be the largest leveraged buyout of a publicly traded company in history (Rampling, 2025), signaling a major inflection point for both EA and the broader gaming ecosystem.

The Investor Consortium: Who They Are and How They Entered the Deal

The buyout is anchored by Saudi Arabia's Public Investment Fund, the country's sovereign wealth fund. PIF already held roughly 10 percent of EA's shares and has spent the past five years executing a sweeping strategy to transform Saudi Arabia into a global gaming and esports hub. Through its subsidiary Savvy Games Group, PIF announced plans for $38 billion in gaming investments and hosted the Esports World Cup with a record-setting $70 million prize pool. Its participation in the EA deal is consistent with the kingdom's broader sports and entertainment portfolio, which includes investments in LIV Golf, the Professional Fighters League, and major soccer initiatives.

Silver Lake, a U.S.-based private equity firm managing roughly $110 billion in assets, is known for major technology transactions, including Dell's take-private deal and numerous multibillion-dollar strategic investments. Silver Lake's long-standing interest in interactive entertainment positioned it as a natural partner in the consortium. Affinity Partners, the private equity fund founded by Jared Kushner, joins the group after cultivating a close investment relationship with PIF. Though Affinity typically focuses on small and mid-sized international investments, its participation gives the consortium additional private capital and structural flexibility in assembling the deal.

The consortium will provide $36 billion in equity, complemented by $20 billion in debt financing from JPMorgan Chase, according to EA's announcement and public reporting (EA, 2025).

Why EA Is Being Taken Private

The rationale behind the acquisition may lie in both the global entertainment industry's evolving trends, with video games becoming a central leisure activity, as well as the PIF's focus on diversification. The concept captures two parallel realities:

1. Gaming has become a global, strategically important entertainment sector, and
2. Investors now see the value of video game companies in their long-term digital ecosystems (e.g., player bases, online services, and recurring revenue streams) rather than in one-time purchases of individual game titles.

Because of this, "gaming is the new oil" (Carpenter, 2025, para 20).

For PIF, the acquisition serves as a core plank of Saudi Arabia's strategy to diversify beyond oil and establish global influence in digital entertainment. This acquisition also aligns with PIF's prior investments in esports and gaming companies such as Nintendo, Take-Two Interactive, Embracer Group, ESL FACEIT Group, and the video game tournament EVO. For Silver Lake and Affinity, the play is centered on long-term platform economics: Recurring digital revenues, live-service titles, licensing opportunities, and new distribution models as gaming expands to mobile devices, streaming platforms, and connected TV ecosystems.

For EA, going private removes the short-term pressure of quarterly earnings reports and shareholder expectations (Carpenter, 2025). The shift gives leadership more flexibility to reorganize development pipelines, pursue longer-horizon product strategies, and invest more aggressively in new technologies and distribution models without the scrutiny of public markets. However, the scale of the transaction introduces financial constraints that could shape EA's priorities. The significant debt associated with the buyout may push the company to emphasize more immediate monetization strategies, which could affect the stability of its esports programs. This is because competitive ecosystems require sustained investment that does not directly generate revenue, and thus they can become more vulnerable to budget cuts or restructuring under a short-term focus. The deal also raises concerns about potential workforce reductions as EA works to balance long-term creative ambitions with its immediate financial obligations (Wood, 2025).

Conclusion

EA's $55 billion buyout marks a significant development for the video game and esports industries, though its long-term implications remain uncertain. The consortium's involvement may signal a longer-term view of growth, particularly in digital services and entertainment platforms, and private ownership may give EA added flexibility in how it structures its priorities. The scale of the transaction also introduces financial considerations that could affect competitive support, product pipelines, and staffing. These dynamics will unfold gradually, but the deal clearly places EA under a new strategic approach that will impact stakeholders throughout the esports and gaming industries.

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Benson v. DraftKings: Blind Spots in Sports Betting

By Conner Poulin

A recently filed federal lawsuit, *Benson v. DraftKings Inc.*, in the U.S. District Court for the Southern District of New York, raises questions about online accessibility standards in the rapidly expanding sports

betting and daily fantasy sports industry. The case centers on whether DraftKings, one of the most prominent operators in the sports gaming market, provides a website and mobile experience that is compatible with assistive technologies used by blind and visually impaired individuals.

The complaint, filed by plaintiff Anthony Benson, asserts violations of Title III of the Americans with Disabilities Act ("ADA"), the New York State Human Rights Law ("NYSHRL"), and the New York City Human Rights Law ("NYCHRL"). While the allegations reflect the plaintiff's perspective, the dispute frames a larger legal issue: what accessibility obligations do digital sports gaming platforms face, and how do plaintiffs articulate actionable barriers under the ADA in an online environment?

I. Background of the Plaintiff and the Claims

A. Plaintiff's Visual Impairment

According to the complaint, Benson, is "legally blind," possessing significantly limited vision due to medical conditions that substantially impair his ability to read, perceive, or navigate digital displays without the assistance of screen-reading software. He alleges reliance on popular assistive technologies, including JAWS, NVDA, VoiceOver, and TalkBack, all of which are designed to translate on-screen content into speech or braille outputs.

The complaint emphasizes that Benson has used screen readers for many years and is proficient in navigating websites that adhere to established accessibility norms, particularly the Web Content Accessibility Guidelines (WCAG) 2.1. The allegations note that when websites deviate from these standards, users like Benson encounter "pervasive barriers" that impede or prevent the basic use of the site.

B. DraftKings and Its Online Platform

DraftKings, Inc., well-known among sports fans, bettors, and daily fantasy users, operates a robust digital platform that includes sports betting markets, fantasy contests, player statistics, account management, and related services. Although the readership of this article is likely familiar with the company, the complaint identifies DraftKings as a "public accommodation" within the meaning of Title III of the ADA because many of its services are offered through places of public accommodation such as recreation and amusement services.

The plaintiff alleges that DraftKings' website is heavily relied upon by consumers who wish to access its betting and fantasy sports offerings, making digital accessibility essential to meaningful participation.

II. The Alleged Barriers to Accessibility

The complaint asserts that DraftKings' website contains numerous access barriers for screen-reader users. These alleged issues include (but are not limited to):

1. Improperly labeled graphics or unlabeled buttons
   Benson claims that key functional elements lack accurate alt-text or programmatic labeling, causing screen readers to announce them only as "button," "graphic," or "clickable," leaving the user unable to determine their function.
2. Redundant or confusing text output
   The plaintiff alleges that screen readers sometimes read the same text repeatedly or give conflicting navigational cues.
3. Broken links or inaccessible menu structures
   According to the complaint, certain menus expand visually but are not accessible through keyboard or screen-reader navigation.
4. Missing form labels
   This allegedly prevents users from completing required fields to register, log in, or manage account information.
5. Dynamic content and pop-ups that do not announce themselves
   The complaint asserts that certain pop-ups, notifications, or updated odds appear visually but are not conveyed through assistive technology.

The plaintiff contends that these barriers, taken together, deny him "full and equal enjoyment" of DraftKings' services and effectively exclude visually impaired users from participating on equal footing with sighted customers.

The complaint further alleges that these issues violate WCAG 2.1 AA standards, which plaintiffs frequently cite as the prevailing benchmark for digital accessibility, even though the ADA itself does not adopt WCAG as binding law.

III. Claimed Violations of Federal, State, and Local Law

A. Title III of the ADA

The core federal claim is that DraftKings' website, as an extension of its public accommodation services, must be accessible to individuals with disabilities. The complaint asserts that:

- DraftKings is a "place of public accommodation,"
- the plaintiff is a person with a recognized disability,
- he was denied equal access due to accessibility barriers, and
- reasonable modifications—specifically, WCAG 2.1 compliance—are readily achievable.

The plaintiff seeks declaratory and injunctive relief, including a court order compelling DraftKings to make its website accessible and to implement ongoing monitoring and remediation procedures.

Notably, Title III does not allow damages, so the plaintiff requests attorney's fees and costs, as permitted by the statute.

B. New York State Human Rights Law (NYSHRL)

The complaint asserts that the website constitutes a "place of public accommodation" under the NYSHRL. Unlike the ADA, the NYSHRL allows damages, including civil penalties for discriminatory practices. The plaintiff claims he was denied access to DraftKings' services in violation of this statute.

C. New York City Human Rights Law (NYCHRL)

The NYCHRL is one of the most expansive civil rights laws in the country. The plaintiff alleges that DraftKings' digital services discriminate against people with disabilities by denying equal enjoyment and meaningful access. He seeks injunctive relief, compensatory damages, punitive damages, and attorneys' fees under the NYCHRL.

IV. Requested Relief

The complaint requests several forms of relief, including:

- A judicial declaration that DraftKings' website violates the ADA, NYSHRL, and NYCHRL.
- A permanent injunction requiring DraftKings to make the site accessible, adopt policies to maintain accessibility, and undergo regular audits.
- Compensatory and punitive damages under state and city law.
- Attorneys' fees and costs.

The overarching goal, according to the complaint, is to bring DraftKings' digital services into compliance with accessibility standards and to ensure that visually impaired individuals can participate fully in online sports gaming.

V. Potential Defenses and Responses by DraftKings

Because DraftKings has not yet filed a response, any discussion of defenses is necessarily speculative. However, based on common litigation patterns in ADA website-access matters, several themes are likely:

A. Contesting the Scope of the ADA as Applied to Online-Only Services

Some defendants argue that the ADA's definition of "public accommodations" does not extend to digital-only services without a nexus to a physical location. Federal courts are split on this issue. DraftKings may invoke this defense depending on its litigation strategy.

B. Arguing Substantial Compliance

DraftKings may assert that it already meets accessibility standards or that any alleged barriers are minor, transient, or not sufficiently linked to the plaintiff's inability to access services.

C. Standing Challenges

Defendants often argue that the plaintiff:

- did not genuinely intend to use the services,
- was not deterred in a legally cognizable manner, or
- lacks a sufficient risk of future harm.

Given that Benson alleges repeated attempts to use the website, this issue may or may not be central.

D. Readily Achievable Modifications

Under the ADA, a defendant may argue that certain changes are not "readily achievable." DraftKings may raise cost, technical feasibility, or ongoing updates that complicate full compliance.

E. Mootness

Some defendants choose to remediate barriers during litigation and argue that the request for injunctive relief is moot. Courts vary in how they treat such arguments.

These potential defenses would depend on factual development and DraftKings' long-term litigation posture.

VI. Next Steps in the Litigation

As the matter proceeds, several developments are anticipated:

- DraftKings will file an answer or motion to dismiss, setting the tone of the litigation.
- Discovery may explore the website's coding, accessibility audits, expert evaluation, and Benson's use of assistive technology.
- Settlement is common in ADA website-accessibility matters, particularly when remediation is feasible.
- If litigated to judgment, the case could clarify how accessibility law applies in the sports betting industry, an area with significant economic and social visibility.

Because the lawsuit arises at the intersection of digital accessibility and the burgeoning sports gaming sector, it will likely attract attention from disability advocates, regulators, and industry stakeholders.

Conclusion

Benson v. DraftKings is a significant new entry in the evolving landscape of digital-accessibility litigation. While the allegations in the complaint reflect the plaintiff's perspective, the case sits squarely within broader national debates on how Title III of the ADA applies to online services, what standards companies must follow, and how courts should evaluate digital barriers faced by visually impaired users.

For sports lawyers and other legal professionals, the matter is particularly notable because it directly implicates the accessibility of digital sports betting platforms—a sector experiencing rapid growth and increasing regulatory scrutiny. As the case progresses, DraftKings' response and the court's handling of key legal questions may offer important guidance for operators, developers, and counsel across the sports and entertainment industries.

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As Monument Sports Thrives, Mark Grossman Reflects on Its Success and Changes in the Insurance Industry

By Holt Hackney

Mark Grossman, founder and president of Monument Sports Group, has spent more than two decades carving out a unique niche in the sports insurance world — an industry he knows from the inside out thanks to his years running an indoor sports facility in Richmond, VA.

What began in 2000 as an independently owned agency dedicated to serving sports organizations big and small has since grown into a trusted hybrid model in the insurance landscape, ultimately attracting the attention of DOXA, which acquired the company in October 2024.

To learn more from Grossman, we reached out to him for this exclusive interview.

Question: How did the idea come about to start Monument?

Answer: I opened Monument Sports on August 1, 2000. I was an insurance generalist who had been doing sports insurance for a few years. I realized that there really wasn't an independently owned insurance agency that was concentrating on sports. There were companies like K&K and American Specialty, which were more of an insurance carrier. But there was nobody who rolled up their sleeves and helped indoor sports facilities, pro leagues, etc. Luckily, my intuition was right. At the time, I had a business partner, Chris Fox, and another guy who had opened an indoor sports facility in Richmond. There's a loyalty factor in the sports industry, especially when you have sports people who had played in college and in some cases, the pros. Then, there was the fact that we had someone, who owned a facility.

Q: How did the acquisition come about?

A: We had street cred for lack of a better term. For years, we have been approached by people, who wanted to buy monument, because it was a niche. Even though some of the offers were interesting, we had always turned them down.

DOXA first approached us about 6 years ago. Their CEO is a guy named Matt Sackett, who I worked with

for years. He actually worked at K&K and then at American Specialty, so it was somebody I knew from the sports industry. He was also entrepreneurial, like me.

DOXA is basically a program administrator, providing all kinds of services from benefits to licensing. They also help with the negotiation with insurance carriers. And given the fact that they're not an insurance agency or company, it allowed us to have more markets we could go after. We closed the deal a little over a year ago.

Q: Has this opened doors to new clients?

A: There's some of that. But it hasn't fully happened yet because the transition has been slower than we've wanted. That's mainly due to DOXA's growth. We were like their 19th purchase. They are all in different industries. We had a company meeting in February, where it was different than what I expected. The last thing I wanted to do was hang out with a bunch of insurance people. They were all entrepreneurs. It was energizing.

Q: Tell me about your team?

A: It's small, but effective. When I started monument, I wanted to do things differently, then how other insurance companies would do them. None of our employees are paid on commission. It has more of a teamwork mentality.

Among the lead people there is Chris Fox, my business partner and director of underwriting and operations. Chris played pro soccer for nine years and was an academic and a soccer all-American at Brown. He's become one of the best insurance people I've ever seen. He's incredibly smart.

We also have a guy named Will Jorgensen, who started out working as a coach at our indoor soccer facility when he was 17. He went away to college, played soccer, and started getting into rock climbing. He came back to us with the ability to work. He is now our program manager for the entire CWA climbing insurance program, which is big.

We have young guy named Jacob Franks. He grew up with my son, and was the best man at my son's wedding in March. He's been with us for almost 9 years. He went to South Carolina, where he was a risk management major. He's kind of the mini me in that he's very salesy and works with me specifically on indoor sports facilities and pro sports.

Then we've hired another guy named Dan Francis. Who worked in the climbing, indoor climbing gym industry for 10 to 12 years. He worked for one of the biggest franchises in the country. He's been with us for over 2 years now.

One of our ad campaigns is, "We've Been in Your Shoes." As a team, we've experienced the claims uh of almost every type. I once owned an air dome that collapsed in 2016. So not only do we know how to insure them, but we've also lived through it. It is the differentiator for us.

Q: How does Monument fit in wither Insurance entities?

A: In the sports insurance world, there are three models.

A consumer can go directly to what's called an MGA, or managing general agent, like an American Specialty. They can write; some of them can write directly. They have underwriting authority for an insurance carrier, you know, like Arch Insurance or Everest or the Hanover Insurance. They have underwriting authority, these MGAs, so you can go to them, and they can quote coverage, bind it, and issue the policy.

A consumer can also go through a local insurance agent to insure their sports facility. But they don't understand the specific coverages and needs of an indoor sports facility, climbing gym, etc.

A consumer can also go to a hybrid, like us. We're an independent, which means that we can go to whatever carriers we want. We're not beholden to just one insurance company. We are comfortably right now in the hybrid space. We may become an MGA where we have underwriting authority.

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NCAA Study Finds Over One-Third of DI Men's Basketball Student-Athletes Harassed by Bettors

Recent survey shows high levels of sports betting abuse also targeted at FBS football student-athletes

The NCAA released findings of a new study that revealed 36% of Division I men's basketball student-athletes reported experiencing social media abuse

related to sports betting within the last year, while 29% reported having interacted with a student on campus who had placed a bet on their team. Among football student-athletes in the Football Bowl Subdivision, 16% reported receiving negative or threatening messages, while 26% reported interacting with a student who had bet on their team.

Overall, 7% of Division I men's sports athletes reported receiving negative or threatening messages from fans who bet on their game, and 9% had experienced a student telling them that they won or lost a bet they placed on them. Rates were much lower among women's sports athletes (1% for both items). As the study's sports-betting questions asked about interactions within the past year, the results were restricted to sophomores and above.

"That happens all the time. I got one from a previous game before. They do it all the time," former Butler men's basketball student-athlete Pierre Brooks II said after an EPIC Global Solutions session last fall. "Like, if people don't meet their over or under, they always DM me. It's actually pretty common."

The NCAA launched a campaign in 2023 urging state regulators and gambling companies to remove prop bets on college sports from their offerings.

"States and gaming operators that continue to offer these bets are putting student-athletes and competition integrity at risk," NCAA President Charlie Baker said. "The NCAA runs the largest integrity monitoring program in the country, and we educate hundreds of thousands of student-athletes about the damages of sports betting, but regulators, lawmakers and gaming operators can and should do more."

The NCAA's Student-Athlete Needs, Aspiration and Perspectives study, known as the SNAP study, is a new survey tool for Division I. Distributed via mobile app, the three-minute survey of Division I student-athletes was administered Sept. 30-Oct. 5. The survey asked 19 questions about current Division I topics, including performance technology, Student-Athlete Advisory Committee resources, fan behavior related to sports betting, and mental well-being. Survey participation was voluntary and confidential. Nearly 6,800 students from 153 Division I schools took the survey. Full results can be found here.

In addition to the SNAP study, NCAA research repeated items on social media abuse in the 2025 GOALS Study, and results from that study will be available in January.

The NCAA enforcement staff has opened investigations into potential sports betting violations by approximately 30 current or former men's basketball student-athletes. Some of those cases already have been resolved, and 12 student-athletes were permanently banned from NCAA competition.

The NCAA is the only major sports league in the U.S. to prohibit commercial partnerships and advertisements with sportsbooks.

The Association has successfully petitioned four states to eliminate prop bets on college athletes.

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Geoff Silver Named VP of Division I Governance and Member Services

The NCAA has named Geoff Silver vice president of Division I governance and member services. Silver has served in the position in an interim role since January.

As vice president of Division I governance and member services, Silver will serve as the primary contact to the College Sports Commission and oversee the NCAA's work to support the CSC. He will lead staff on issues and cases impacting student-athlete eligibility and other interpretive and waiver requests from the membership.

Silver will also oversee employment and evaluation of Division I governance and member services staff members and provide primary staff leadership to the Division I Cabinet and other committees in the governance structure.

"Geoff stepped into the interim role and led our regulatory affairs team with steadiness and insight," said Jenn Fraser, senior vice president of governance and member services. "As Division I GMS continues to navigate the complexities of the merger and a rapidly evolving regulatory landscape, I'm deeply grateful he accepted the permanent leadership position. Geoff's depth of experience and strategic approach are exactly what this moment demands, and our membership, staff and affiliate organizations are already benefiting from his leadership."

Silver began his career at the NCAA in 2005. Most recently, Silver served as the managing director of academic and membership affairs. In that role, Silver managed academic and membership affairs staff on matters related to NCAA governance, legislation, rules interpretations and eligibility. He also oversaw complex waiver, eligibility and student-athlete reinstatement cases and issues.

"I'm honored to step into the role of vice president of Division I governance and member services. I look forward to working closely with the Division I membership on a number of critical issues facing college athletics. Together, we will continue to focus on providing the best possible student-athlete experience while upholding the values that define Division I," Silver said.

Silver earned his undergraduate degree in political science from North Carolina and his law degree from the Maurer School of Law at Indiana. He also earned a master's degree in sport administration from Michigan.

Before the NCAA, Silver worked as a lawyer representing schools, student-athletes and coaches in matters involving NCAA investigations, waivers and student-athlete eligibility.

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Davis Polk welcomes leading Sports partner Jon Oram

Davis Polk has announced that prominent sports lawyer Jon Oram has joined the firm as head of the Sports practice and a partner in the Mergers & Acquisitions practice. Oram will be resident in the firm's New York office.

"Jon is one of the nation's leading sports lawyers, and I am thrilled to welcome him to Davis Polk," said Neil Barr, Davis Polk's Chair and Managing Partner. "The sports industry is experiencing unprecedented growth, and momentum is only expected to accelerate. Jon is an important addition as we continue to grow our sports practice and further our position as a go-to firm for investors and other participants throughout the sports ecosystem."

Oram advises clients at the intersection of sports, finance and global investment. With a 360-degree perspective on the sports industry, he represents a diverse range of stakeholders – from leagues, teams, ownership groups and media companies to private equity sponsors, credit funds, financial institutions and family offices. His experience includes franchise acquisitions and sales, private equity and credit investments, structured finance, facility development, fund formation, complex joint ventures and strategic partnerships.

Oram's clients includes a roster of professional sports leagues, teams, college conferences and institutional investors. Oram joins Davis Polk from Proskauer, where he was a partner in the Sports Law Group since 2007 and served as a member of the Executive Committee.

"Over more than two decades, Jon has built an enviable practice. He is known for advising on the sports industry's most transformative matters," said Oliver Smith, co-head of Davis Polk's M&A practice. "He has an exceptional reputation throughout the sports community and is an excellent complement to our outstanding team. We are excited to welcome Jon and further strengthen our ability to support clients in their most important sports transactions."

Davis Polk's sports practice offers a full-service platform for clients in sports and adjacent sectors, advising on franchise sales, minority investments, innovative financings, media and technology deals, litigation and restructuring. The firm's work includes advising principals on the largest franchise acquisitions ever completed in the NFL, NBA and MLB – including the largest transaction in the history of professional sports.

Oram said, "The business of sports has become one of the world's most dynamic and attractive investment sectors. Davis Polk is uniquely positioned to lead the market with the multidisciplinary depth and sophistication that owners and investors demand. I'm thrilled to join this elite team and help drive the next phase of growth for the firm's sports practice."

Oram was recently named to the Hollywood Reporter's 2025 "Sports Lawyers Power List," has been recognized by Law360 as a "Sports & Betting MVP of the Year" and is ranked in Band 1 for Sports Law by Chambers USA, where a client notes, "Jon is…the person you want on your side when doing the most important transaction for the organization."

Oram received his J.D. from Yale Law School in 1999 and earned a B.A. and M.A. from Stanford

University in 1996. He serves on the Board of Directors of Advocates for Children of New York.

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Staurowsky Announces Retirement from Teaching

After a distinguished career spanning more than three decades at Ithaca College, Ellen J. Staurowsky has announced she will formally retire on December 31, 2025, marking a new phase in her lifelong commitment to sports, education, and social justice. A professor in the Roy H. Park School of Communications, Staurowsky has been internationally recognized as a leading voice on gender equity, Title IX, college athletes' rights, and equity in sport media throughout her tenure.

Staurowsky's connection to Ithaca began long before her faculty appointment—rooted in family ties to the region and deep personal meaning tied to her father's birthplace. After earning her master's at Ithaca College in the 1970s and later a doctoral degree, she returned as a faculty member and became an integral part of the sports media program. Her work has extended far beyond the classroom, as she has co-authored influential books, contributed expert research on athlete exploitation and inequality, and served as editor-in-chief of the Title IX Alert.

For nearly 30 years, Staurowsky taught and mentored students who were drawn to her passion for sport as both a cultural force and a platform for justice. She helped create innovative courses like Women's Sports Media Incubator and produced podcasts that challenged the next generation to rethink the role of policy and representation in athletics.

Despite her formal retirement, Staurowsky insisted she is not stepping away from her work. She plans to continue writing, researching, and supporting former and current students as they pursue careers in sport, media, and advocacy. Her legacy at Ithaca College is defined not by an end, but by the ongoing ripple effects of her scholarship, mentorship, and unwavering dedication to equity in sport.

"For nearly three decades I have been grateful for the opportunity to teach, mentor, advise, and work shoulder to shoulder with our most wonderful students," Staurowsky said. "We have shared a love of sport and social justice, sense of purpose, and keen interest in making a difference in the world. To my current and former students, you have represented the hope of the future in all its iterations. I pray I served you well. To my dear faculty colleagues in the Park School and across campus who I deeply admire, it has been an honor and privilege to hold place among your ranks. And to our tremendous staff, my gratitude for your kind support knows no bounds."

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Peter Carfagna, George Pyne Join FAIR Sports

FAIR Sports, a newly established arbitration and resolution forum for college athletes, has announced that Peter Carfagna and George Pyne have been added to its team.

Peter Carfagna — Arbitrator / Mediator

Peter is Chairman & CEO of Magis, LLC, a privately owned sports marketing, management, and investment company, and serves on the boards of multiple sports organizations, including the LPGA.

From 1994–2005, he was Chief Legal Officer and General Counsel at IMG, overseeing major global sponsorship, media, and talent agreements. Before joining IMG, he was a Senior Partner at Jones Day LLP, serving as outside counsel to the ownership groups of the Cleveland Browns and Cleveland Cavaliers.

A Rhodes Scholar and Harvard Law School graduate, Peter teaches sports law at Harvard and the University of Miami, advises Harvard's Committee on Sports and Entertainment Law and its Journal on Sports and Entertainment Law, and supervises the Harvard Sports Law Clinic.

George Pyne — Investor

George is the Founder and CEO of Bruin Capital, an international investment and operating firm specializing in the sports ecosystem with more than $2.5 billion in assets under management.

From 2006–2015, he served as President and a Board Member of IMG Sports & Entertainment, helping transform IMG into a global leader and contributing to its valuation of $2.4 billion. Before that, he was

Chief Operating Officer of NASCAR, playing a central role in the sport's commercial growth.

A graduate of Brown University and an All-New England offensive lineman, George is a recipient of the NCAA Silver Anniversary Award and a member of both the Sports Business Journal Hall of Fame and the National Football Foundation Leadership Hall of Fame. George's involvement with FAIR is limited to an investment role.

Built for the disputes emerging now

FAIR's arbitrators, mediators, and Ombuds bring "real industry experience to each matter," helping parties address disputes related to:

- Incoming athletes with existing contractual issues
- Departing athletes with unresolved breaches
- Overlapping scholarship cancellations and appeals
- Fractured relationships, third-party pressures, and rising tensions

For more info, visit https://www.fairsports.org/

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Major League Baseball Recognizes Diamondbacks' Comstock with Leadership Award

At the 2025 Major League Baseball Winter Meetings held in Orlando, Florida, the sport celebrated the latest class of Katy Feeney Leadership Award honorees—an annual recognition that highlights the contributions of women across the game who embody leadership, innovation, and a commitment to advancing baseball. Established in memory of Katy Feeney, a pioneering executive who spent four decades shaping Major League Baseball, the award has grown into a marquee celebration of female influence and achievement in a sport historically dominated by men.

This year's distinction was bestowed upon 32 exceptional women, selected from all 30 MLB clubs, the MLB Office of the Commissioner, and the MLB Network. Each recipient was chosen by her organization for demonstrating outstanding leadership, trailblazing spirit, and meaningful impact both on and off the field.

Among the honorees were professionals serving in a wide range of roles, from legal affairs and ballpark operations to technology and community engagement.

From the sports law community, Summer Comstock (Arizona Diamondbacks) was recognized for her work as Senior Director of Legal Affairs.

In her current role, Comstock works on various matters in real estate, sales, marketing, advertising, commercial contracts, technology transactions, broadcasting, finance, information technology, stadium operations, baseball operations, litigation, intellectual property, and general employment law for the Diamondbacks, Arizona Diamondbacks Events and Entertainment, the Arizona Diamondbacks Foundation, and Chase Field. Comstock holds a Juris Doctorate from the Arizona State University Sandra Day O'Connor College of Law and a Bachelor of Science from St. John's University.

"I am deeply humbled and grateful to receive the Katy Feeney Leadership Award on behalf of the Arizona Diamondbacks, and honored to continue Katy Feeney's legacy with this exceptional group," Comstock said.

Other recipients included Beatriz Lopez (Boston Red Sox) was honored as Director of Digital. Other notable recipients included Sami Williams (Chicago Cubs), a senior software engineer, and Kristin Rortvedt (Minnesota Twins), senior director of community engagement and executive director of the Twins Community Fund.

The recipients gathered at a Women On Deck reception, where they were celebrated by peers, mentors, and MLB leadership. The event not only highlighted individual accomplishments but also fostered professional development and community building among female leaders across the league.

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Brooklyn Law School Launches Sports Law Clinic to 'Protect the Rights of Emerging and Underserved Athletes'

Brooklyn Law School (BLS) has announced the launch of the BLS Sports Law Clinic, a new in-house legal clinic that will provide free legal services to athletes and sports organizations facing complex legal challenges. Led by Professor Jodi Balsam, a nationally recognized expert in sports law, the clinic will give law students hands-on experience working directly with

clients whose access to sports—and ability to pursue related opportunities—is hindered by legal barriers.

The BLS Sports Law Clinic will support athletes and sports participants who cannot afford or otherwise obtain legal representation, with a priority given to young, emerging, and economically disadvantaged athletes. Eligible clients include individuals who meet indigency standards and nonprofit entities dedicated to expanding access to sports.

"Sports play a transformative role in society—they teach discipline, build community, and provide pathways to opportunity," said Professor Balsam. "But as the rules governing sports become increasingly complex, many athletes struggle to comply and secure their access to sports participation. Our clinic ensures that those most vulnerable to exclusion or exploitation can understand their rights, advocate for themselves, and participate fully and fairly in the sports they love."

Under Professor Balsam's close supervision, the clinic will advise and represent clients on a broad range of legal matters, including team eligibility and selection, college recruitment, early commercial/name-image-likeness (NIL) activities, SafeSport compliance, scholarship and funding entitlements, disciplinary matters, and competition integrity. These issues require navigating a patchwork of public law and private regulations that often place significant burdens on young athletes in Olympic, collegiate, high school, amateur, and recreational sports.

In addition to direct representation, the clinic will pursue law reform initiatives, produce research-driven policy briefs, and offer educational workshops for youth sports organizations—all aimed at making sports access safer, fairer, and more transparent at every level.

The launch of the BLS Sports Law Clinic builds on Brooklyn Law School's longstanding commitment to experiential learning, public service, and preparing students to practice in rapidly evolving areas of law.

For more information or to inquire about services, visit the clinic's website to submit a client intake form.

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News Briefs

Christian Dennie Recognized as a Top Attorney by Magazine

The magazine *Fort Worth, Texas Magazine* has recognized Christian Dennie of Dennie Sports Law as one of the Metroplex's a "Top Attorneys" in its annual special issue. The recognition is based on peer-reviewed feedback. Dennie is the founder of Dennie Sports Law, a boutique law in Fort Worth firm that provides legal representation for conferences, teams, leagues, Olympic organizations, businesses, and individuals. He represents athletes, coaches, collectives, institutions, and sports-related businesses on compliance, governance, contracts, and risk management issues. Dennie is a frequent writer and commentator on sports law developments, with work published by national outlets and legal journals. He is also an adjunct professor and regular speaker at conferences, universities, and industry events, where he addresses college athletics, NIL, and emerging legal issues shaping the sports industry.

Sidley Represents Minority Investor in Historic Patriots NFL Franchise Sale

Sidley represented a minority investor in connection with an investment of 5% in the New England Patriots NFL franchise, with a valuation of over $9 billion. The historic sale represents the first time Patriots owner Robert Kraft has sold any part of the team since he acquired it for US$172 million in 1994, and it took place alongside a simultaneous 3% sale to private equity firm Sixth Street. The sale was approved by the NFL at ownership meetings in October, and the transaction closed on November 10, 2025. The Sidley team was led by Irwin Raij and Axel Miranda (Entertainment, Sports and Media) and included Alyssa Levy (Entertainment, Sports and Media), with support from Rachel Kleinberg and Jonathan Westreich (Tax).