8/30/05:

LA RAMS V. CANNON (holding is widely criticized)

U.S. district court for the southern district of ca

seeking an injunction for a breach of contract

Equitable relief –requires the clean hands by the party seeking it, acted in good faith

Determine the intent of the parties based upon the objective theory of K's, which is an objective standard

Williston: stability, uniformity, ability to predict
Anti-parole evidence

Corbin: Pro-parol evidence

Condition precedent: you gotta do it before you have a K

Condition Subsequent: We got a K but you have to do this before the K gets rolling

Sample v. Gotham Football Club:

The difference between football and any other sports the K money is not guaranteed, only the signing bonus is guaranteed for the players long term deals are thus considered to be a series of one year K's. This is specifically due to the injury rate in football.

The team won summary judgment against the player/plaintiff cause of action on the grounds that he deserved the money for the 2 nd and third contract years which he did not complete.

- Facts - Sample signed 3 1-year Ks with Gotham and was discharged during the 2 nd year. He wants all the money. The court says he gets nothing for the last year because he hadn't performed any of his duties for that contract. But the court deliberates over whether he performed any substantial duties of the 2 nd year of which he was terminated in.

Just because you sign three separate agreements on the same day they do not become an integrated K.

Tollefson v. Greenbay Packers:

Football K that contained a 'minimum clause" and the team did not want to have it enforced. Player was released after only a few preliminary

All appeals start with the fact that the lower court erred.
In this case the lower granted a motion for summary judgment

In a summary judgment motion, all facts should be assumed in favor of the non-moving party

Disputes regarding K;s commonly have motions for summary judgment
Mutually exclusive terms contained in this K:
Court in that case can
-Plaintiffs motion for Sum is granted
-Defendants motion for Sum is graned
-Jury can decide

In the search for intent any indicia of bargained for thought out terms, are always going to trump the boiler plate adhesion terms
Trying to decide between two conflicting terms, any evidence of thought or bargaining among the parties that will win out over boiler plate

Differing rules around country about when PE is allowed in

In MD: strict laws with respect to PE, if the terms are unambiguous, terms of K will be followed, No PE, even if the parties agree the language does not represent the intent of the parties the clear language of the K will be enforced (majority of courts)

In AZ: Everything comes in to determine if the K is ambiguous in the first place, really aimed at determining the true intent of the parties

A **condition precedent** is a fact or event other than mere lapse of time which must exist or occur before a duty of immediate performance of a promise arises. In other words, something has to happen for the contract to occur. We are short of offer and acceptance. Chirichella v. Erwin, 270 Md. 178 (1973). This is where the Canon court saw the facts in that case (most argue erroneously).

Although no particular form of words is necessary in order to create an express condition, on an exam or in life look in the contract (or consider when drafting) for such words and phrases as "if" and "provided that," are commonly used to indicate that performance that is expressly made conditional. Also look for words like "when," "after," "as soon as," or "subject to." Basically, equivocal language cannot be construed as a condition **subsequent.**

A condition **subsequent,** on the other hand, is one referring to a future event upon the happening of which the obligation is no longer binding upon the other party if he chooses to avail himself of the condition.

So, basically, a condition precedent is to be performed before the contractual obligation becomes binding on the parties, while a condition subsequent is one which voids a contractual liability because the condition was not fulfilled.

Another rule I neglected to mention last night is when in doubt, courts are going to construe a term as a condition precedent.

By the way, Lucy v. Zehlmer is a Virginia case (1956). I think I indicated last night it was some other jurisdiction.

Tillman:

4th Circuit Court of Appeal Louisiana

Was injured and then released by his team New Orleans Saints. He was paid most of his salary under his contract but not all. He sues for the remaining balance of his salary. Trial court found that Tillman was not injured at the time he was released and therefore could not use this as a reason of why he should be due the remainder of his salary.

Houston Oiler's v. Floyd:

Injured himself in August and was deemed by the teams dr. to be on the injured disabled list on that through Sept. 30 when he was reteuend to the active player list. He was released on Oct. 2. and did not obtain an indepent physical exam.

Failed to comply with the condition precedent.

Jury found for Floyd and awarded him the rest of his salary under the K.

Appellate court finds that just because Floyd was returned to the active player list does not mean he was phsycially able to perform and the team did not even wait the required 72 hours to discharge him as stated in their own K.

Judgment affirmed.

Schultz v. LA Dons

CA Appeals Ct.

PROCEDURAL POSTURE: Appellant football team sought review of a decision of the Superior Court of Los Angeles County (California), finding for respondent football player in his action for damages for wrongful termination of an employment contract.

OVERVIEW: The football player challenged his termination by the football team on grounds that the player had made false or fraudulent representations regarding his physical condition prior to signing the contract. The trial court found for the player. On appeal, the court rejected the team's argument that the player's complaint had to either allege performance of the contract or provide a valid excuse for non-

performance. The court found that the complaint's allegations and the findings of the trial court that the team discharged the player without good cause and prevented him from performing, constituted a complete cause of action and fully supported the trial court's judgment. No further performance or offer to perform by the player was required under Cal. Civ. Code §§ 1440 and 1511, and he was entitled to treat the contract as finished and sue for lost profits. The court also rejected the team's argument that the player had to give written notice of his injury finding that the team had waived this requirement. Finally, the court used the doctrine of implied findings to find that the player was injured during service to the team and that the team had waived a written notice requirement.

OUTCOME: The court affirmed the trial court's decision that the football player was wrongfully terminated in violation of his employment contract with the football team.

American and National Baseball leagues v. Major leagues players Assc.

Appellant professional baseball team challenged, from the Superior Court of Alameda County (California), affirmance of an arbitration award in favor of respondent baseball player, arguing that policy prevented it from complying with the terms of respondent's contract requiring appellant to pay half of respondent's salary as deferred compensation in the form of a life insurance policy.

OVERVIEW: Appellant professional baseball team sought review of an award of an arbitration panel in favor of respondent player, which award required appellant to proceed as agreed under a contract between the parties to pay half of respondent's salary as deferred compensation in the form of a life insurance policy, contending that appellant's alleged breach of contract consisted only in its refusal to perform acts which it asserted would have violated public policy by encouraging tax evasion. On appeal, the award was affirmed. In support of its ruling, the court held that erroneous reasoning would not invalidate an otherwise proper arbitration award. The court further held that courts were reluctant to declare a contract void as against public policy, and would refuse to do so if by any reasonable construction it may be upheld. With respect to the instant case, the court rejected appellant's asserted justification for its breach as both statutory and judicial policy favored the finality of arbitration awards.

OUTCOME: The arbitration award was affirmed as the court noted that both statutory and judicial policy supported maintaining the finality of arbitration awards.

Standards that apply if something is to be considered a material breach of a K:
1-52 lists these factors
If a material breach occurs K becomes voidable not void
Good faith efforts of the party to remedy the breach

Signing bonuses in part in an effort to compensate player to come and play for a particular team

2005 (signing bonuses are done for salary cap reasons)

Where there has been a material breach of a contract by one party, the other party has a right to rescind it. Plitt v. McMillan, 244 Md. 450 (1966). (Underscoring the idea that a contract is voidable.)

The law is clear that a breach of contract will be deemed material if it affects the purpose of the contract in an important or vital way. Sachs v. Regal Sav. Bank, 119 Md. App. 276 (1997). (Poor man's version of the more sophisticated Restatement (Second) of Contracts, Chapters 6, 7, and 11.)

Here's a hypothetical for you with respect to the NFL injury/cut line of cases:

Keisha Wojciechowski, a starting wide receiver for the Columbia Ravens, a women's professional football league, for the last three years. Keisha is injured in a football game and returns four weeks later. Her time in the forty yard dash drops of by .3 of a second after her injury (a significant drop for a WNFL player). Two weeks after her return, she is released. Keisha files a lawsuit against the Ravens. The Ravens' team doctor Imtiaz Gilpatric offers testimony during his deposition that the player "was fit to return because her injury had healed to the point where Keisha was at no further risk of exacerbating the injury." The Ravens filed Requests for Admissions. One request asked that plaintiff admit the substance of Gilpatric's above-referenced testimony. This request is admitted. Discovery is closed. The Ravens file a motion for summary judgment, claiming that they should win as a matter of law because Keisha admitted she was fit to play. Experts were not deposed but will testify at trial. Should the Ravens win their summary judgment motion?

●Idea of signing bonus sounds like an upfront payment but can actually be structured over time.

Have to consider a contract in the environment in which it was signed
Concept of unjust enrichment

What it means to breach, especially an efficient breach
Breach actually brings about a better situation for everyone, society at large

(English rule) Personal services K if there is unique, extraordinary, services involved it is very difficult to ascertain their value if there is a breach and damages need to be calculated

Nassua Case: test on page 1-65 that determines if a preliminary injunction is appropriate:

1. Has the Π shown a substantial probability of success at trial

2. Has the Π shown irreparable injury
3. Will the interests of the other party be substantially impaired by the issuance of the order
4. How will the public interest be affected

Standard of review would be abuse of discretion

If a player is given an option out in the K then his salary will be lower than if such an option did not exist

Unclean hands doctrine in courts of equity

American rule-

Modern rule of K in sports:

Oral K between team and a player is not a K until you have a signature on that K. Resulting from a agreement between the associations that the signature is a condition precedent to the formation of the K.

Salary cap notion

Player gets released

20 million dollar K:
10 million dollar signing bonus

Terms are 10 up front, 2 a year for five years

	Cash	Cap
1.	12	4
2.	2	4
3.	2	4
4.	2	4
5.	2	4

At the time the player is released the signing bonus comes crashing due

If after year 2 the player is released then in year 3 there would be 6 million towards the cap allowance that year (the salary is no longer due only the cap money)

If you release a player after June 1 of a given year you can spread the cap hit over two years, but it must be spread evenly over the two years.

You get a particular teams salary cap by: DGR (defined gross revenue) and the team gets a percentage of that number

09/13/05: BEGINNING OF TORTS SECTION

Griggas v. Clauson (1955)

Δ appeals $2,000 judgment for A&B at a basketball game where both parties were players in the game.

Injury was brought about by a wanton reckless and malicious attack of a 19 year old player while his back was to the offender. Jury verdict was reasonable and was not excessive, judgment affirmed.

Any kind of case like this is very much fact based

Fact witnesses as opposed to experts witnesses cannot testify to the correct determination of the issue before the court.

Manning v. Grimsley (1981)

1st Circuit case

Π is a spectator who was injured at a baseball game when the pitcher threw a ball into the stands. He brings a battery count and negligence count against the pitcher and the team. Trial judge directed a verdict as to the battery count and jury returned a verdict in favor of the Δ 's for the negligence count. Π appeals directed verdict.

Δ was warming up in the bullpen and after being heckled for a time by the fans seated in that area wound up and threw the ball towards the fans, striking one of them.

Negligence v. deviation from normal expected behavior (within the range of reasonable action/conduct)

Far less likely to require foreseeability with an intentional tort, then with negligence

See examples on 2-6 & 2-7

MacAdams v. Windham

Good examples of 2-9 that are

Π brings an action as administratrix of the estate of her late husband. Π and Δ entered into a friendly boxing match and during said match Δ died. At the conclusion of Π' case the judge directed a verdict for the Δ.

Harm suffered as a result of consent will not give rise to a civil action.

Judgment affirmed.

Borque case: Duty that a base runner owes to a short-stop, who would be your expert, long time umpire of that league

All of these determinations are very much factually based upon the given situation

Did he have the intent to cause the harm that resulted or was it a pure accident

Intentional torts: upside is punitive damages, less stringent foreseeability

Participant sports is an exception to common application of the law in the real world-

Difference jurisdictions treat these issues very differently: Majority opinion is below before MD-

Burden of proof (higher) by way of saying that common negligence during a sports game will not give rise to an action

Willful, wanton, reckless disregard > standard reasonable standard of care

Therefore in a sports injury if you only allege negligence then the Δ should have the claim dismissed for failure to state a claim.

If you are the Π then you ask the court for leave to amend the complaint

Court is not willing to distinguish the difference between warm-ups and actual game time, desire to keep the law uniform in this area

MD wants to keep this cases out of the court and holds mostly that these cases are Assumption of the Risk issue.

Hackbart: Football interception and in frustration hit another player in the back of the head-

District Court judge basically holds that football players are animals and you cannot trust animals to act like humans so no cause of action for the Π

10th Circuit reverses holding that it is a factual determination in every instance and in this instance it seems clear that the duty of care was breached.

1st Pat Moriarty vice pres of the ravens

Crugger v. 49's 189 Cal.App.3rd. 1987

Sherwin v. colts 752 F.supp. 1172

132 Md.App. 271 Scignorn

Schigoran case:

Exculpatory clause contained in a gym K, whereby the member waives any liability against the club for negligence that causes injuries. Non essential good or service then you can indemnify your own negligence

Commit a tort but avoid it through K

People have obligation to read and understand terms of a K prior to signing and understand that they will be bound by those terms.

Hold people to waiver of K's they sign as long as it is not an essential good or service

While exercising is important and essential exercising in a gym is not essential.

Krugger v. 49's

Football player that had been being treated continuously for knee problems by a team physician. After leaving the team it turned out that the complete diagnosis and the risks of continually playing had been disclosed to him. Duty of fair informed consent.

Concern of proximate cause and whether even if the player had the information about his knee would he have played anyway.

Trend of the standard of care a normal doctor owes to a regular patient is that a national standard of care. Dr. breaches the ordinary standard of care.

Sherwin v. Colts:

NFL player wants to bring suit against his team but does not want it to go before arbitration as per the requirements of the CBA. Very strict SOL per the CBA. Malpractice action can go to arbitration

NFL player medical records are not confidential

Workers comp is an issue in term of bringing a suit against a team doctor, but most team doctors are independent contractors.

Minimum contacts and personal

Alice chambers anaylsys of substantially dependent (page 1178) of the case

2 year ago 2 billion K with Direct T.V.

Sports broadcasting ace: teams could collectively negotiate with the networks

63% of the revenue from last year was divided equally among the teams
34% in baseball
35% in basketball

Total revenue last year 4.8 billion, from t.v. 2.5 billion

Defined Gross Revenue: T.V. + tickets + NFL properties + now stadium revenues have been added

2007 would be an uncapped year if the CBA is not extended

Amortize signing bonus over the life of the K front loading deals is very dangerous because after the player leaves before the K is over, bonus money all comes crashing due.

ANTI-TRUST LAW

Anti-trust laws were created to prevent monopolies
Monopolies are unfair to consumers and workers

- Encourage economic competition
- **Economies of Scale**: notion that a business has to be so big to be profitable

- Rockefellars of the world argue that monopolies create price stability

1919: black sox scandal
Policy interest in baseball because it was bringing people together

Federal Baseball Club of Baltimore v. National League (1922)

Anti-trust suits are aimed anti competitive behavior
Π bring suits pursuant to Sherman Anti-trust act which provides for up to treble damages for a business seeking to obtain a monopoly in a given industry and the means employed by that company to achieve its monopoly.

Π won in district court and was awarded treble damages. Court of Appeals reversed holding that National League did not fall within Sherman Anti-Trust Act.

Baseball is an intra state activity that is exempt from the Sherman anti-trust act because congress cannot reach those industries that are not related to inter-state commerce.

Judgment of the Court of Appeals Affirmed

Flood v. Kuhn (1972)

Flood was a baseball player who achieved much success and fame through out the league during the 50's and 60's. He was trade in a multi-player deal to the National league and asked the commissioner to make him a free agent. His request was denied and he brought an anti-trust suit in Federal District Court in NY.

Flood wants out of the reserve clause which does not allow you to be a free agent and wedges you to your team, players changing teams almost every year is bad overall for the league.

Baseball is fully acknowledged as having an effect on interstate commerce,
Other sports are looking for the same exemption but the courts are unwilling to acknowledge it

Assumes the congress cares enough to act

3% cap on what players can pay their agents in football today
Never reaches the per se or rule of reason analysis because baseball has an exemption and can engage in anti-trust behavior
1998 Congress passes a law that says that this exemption does not apply to the leagues relation to its players, nobody cared because of the strength of the players union.

Full Congress has looked at the baseball exception and endorsed it.

Read Mackey

Mackey v. NFL
Free agent procedure was in place to overall economic stability of the league

Per se: any conspiracy to restrain free trade is a violation of the Sherman Act and the justification for the restraint is in no way analyzed

Rule of reason: Totality of the circumstances analysis that determines whether the restraints imposed on trade are outweighed by the economic benefits to society or that industry and that the restraints on trade are as narrowly tailored as possible.

●Requires Judge/Jury to become economists
●Very little stare decisis because each analysis is so fact based

Is the act/conduct a conspiracy to restrain trade
If it is, do the economic pro-competitive benefits out way the restraints on trade
Are the restraints as narrowly tailored as possible to address your concern

Everyone agrees players and owners that there cannot be unfettered free agency,

Holding: Roselle rule unreasonably restricts trade

Smith:
NFL draft is not a per se violation

This draft fails and Smith wins, not as narrowly tailored as is possible

Read Meleenis
Blaylock
NASL

Hold off on Clorett

American league Professional Baseball v. Umpires

Do not want the umpires to unionize

Supervisors are exempt from being able to join unions

Appeal of this argument that umpires by their nature are supervisors of the game and thus are not allowed to join and or form a union

Umpires argue that the team managers are in fact the supervisors of the league, they are the ones in charge of employment

The hiring and firing of the players, direct the terms of conditions of employment

Wright-line case:

Two problems:

1st- as a union boss he is immune from being fired from the company

2nd Guy is working hard, doing all the right things, believes that people have the right to unionize and gets involved in unions, management does not

Case trys to balance out these two competing interests

Test:

→Union employee must demonstrate by a preponderance of the evidence that there is some anti-union animus behind the firing

→Employer can avoid a violation even if there is anti-union animus behind the firing if they can prove by a preponderance of the evidence that the employee would have been fired anyway

Unions are by their very nature are a monopoly

Joint employer: is the idea of NFL, NBA,

Individual corporations competing or working under the umbrella

Appropriate standard of review when what was determined to be the appropriate bargaining unit: is it the way that a reasonable person could have bargaining unit

Indirect consequences of their business decisions are not thigns that the employee can

Terms/conditions of employment:

Work through and figure what are terms of conditions of a workplace

To what extent do joint activities between a union and a commercial actor is that a violation of the Sherman Act:

Alan Bradley

Electrical union that is joining with manufacturers in NY to drive out all other competition by just using each others services

Union shields the manufacturers from being analyzed as being in violation of the Sherman Act, and they are allowed to picket the stores that refuse to buy the goods that are made from only union workers, ways to put pressure on the store

Goods are costing more because you can't shop around and find the best price, lack of competition

Price elasticity: as the price rises the amount purchased decreases (sales decrease)

Manufacturers and the workers get more money in this type of conspiracy

Consumers are the looser because they pay a higher price at the store

Companies cannot conspire to restrain trade, unions by their very nature conspire to constrain trade.

Court said that when that basic companies are not entitled to the same exemption from the Sherman Act, when a business conspires with a union to exempt themselves from Sherman Act restrictions such a conspiracy is not valid.

Local Union 189 v. Jewel Tea

Issue in the case relates to the hours that butchers are required to work. Union tried to step and make limit the hours for butchers to 9-6. Union for the butchers came together and decided to work certain hours on certain days and worked this out with manufacturers. Two butchers did not like the agreement and the constraints on the hours they could work. If we are required to set up self serve meat counters as opposed to cutting and handing the meat individually to each customer, less work for the butcher.

Court decides that the action of the union in making this agreement is not an anti-trust violation, when the butchers are going to be available is not outside the scope of the collective bargaining agreement. Union was solely trying to improve the terms and conditions of employment, *not financial gains as in the last case, major difference*

American v. Pennington

Big company conspires against the small company to increase their revenue, and the union was a co-conspirator and the benefit to them is that the union sees the future on the horizon which is less coal workers, automation of coal mining. Trying to find a creative way to save the jobs that they have and in return for saving those jobs the union agrees to help basically take down the little coal companies.

Union looses because this type of conspiracy is not valid as in the electrical case, conspiracy between management and employers to put other companies out of business which is what the Sherman act is trying to avoid.

Mackey page 521

Anti-trust laws that look at

Is the act/conduct a conspiracy to restrain trade
If it is, do the economic pro-competitive benefits out way the restraints on trade
Are the restraints as narrowly tailored as possible to address your concern

Two tests that are applied:

Per se: any conspiracy to restrain free trade is a violation of the Sherman Act and the justification for the restraint is in no way analyzed

Rule of reason: Totality of the circumstances analysis that determines whether the restraints imposed on trade are outweighed by the economic benefits to society or that industry and that the restraints on trade are as narrowly tailored as possible.

There is a statutory exemption extends to legitimate labor activities unilaterally undertaken by a union in furtherance of its own interest. Such activities include group boycotts, picketing, as being exempt from anti-trust (Sherman-act) regulation.

The Supreme Court has also identified a limited non-statutory exemption that applies to certain union-employer agreements

Court holds that both employers and employees can benefit from this exemption and identified three factors:

1. labor policy favoring collective bargaining may potentially be exempt from anti-trust laws where the restraint on trade primarily only effects the parties to the collective bargaining relationship
2. Federal labor policy is implicated sufficiently to prevail only where the agreement sought to be exempted involves a mandatory subject of collective bargaining (wages, hours, and other terms of employment)
3. The agreement that is sought to be exempted is the product of bona fide arms length collective bargaining

Application of those factors by Appellate Court in the instant case:

1. Agreement only effects the parties sought to be exempted, players and coaches

2. Rozelle rule on its face is not mandatory subject, but because the effect of the rule inhibits players movement around the league, which depresses their salaries it is a mandatory subject.
3. No real arms length negotiations because the rule has been made a part of the collective bargaining agreement since it was unilaterally promulgated by the owners, owners defense that the rule actually increased players benefits and ability to negotiate was not persuasive to the district court and that finding is not clearly erroneous.

Based on this analysis the Rozelle rule does not qualify for the non-statutory labor exemption. Thus the rule is non-exempt from Sherman act analysis.

Court employed the reason of rule analysis and disagreed with the Dsitrict Court as to a per se violation but otherwise affirmed the ruling which granted the injunction in favor of the Π's and found the league liable for damages.

Typically spea

McCourt

Its hard to reconcile to these two cases as they are factually very similar
Ron likes the McCourt analysis because collective bargaining negotiations involved sophisticated parties that certainly involve at bare minimums arms length negotiations

Wood case:

Wood objects to the NBA draft because he believes its inherently anti-competative,
League responds that sure it is anti-competative but we did collective bargaining
Wood responds that he was not party to that bargaining agreement

Sucks for your wood, you are bound by an agreement that exists prior to your involvement

Next time:
Ohhfield (610)

A guy who is an athlete preparing for the 1980 summer Olympics.

How do you determine if there is a private cause of action if the statute is silent on that point: (requires uncertainty)

Court factors (6.3) 4 factors

1. Whether Congress intended to create by express or implication a private cause of action

Miget

Eligibility of high school football players meant to encourage diversity

Rule: Due process requires review this

Cal state(613)

Tarkanian

Most serious charge against Tarkanian was that he obstructed the NCAA investigation

Question in case comes down to the fact that is the NCAA exerting pressure on UNLV to act in a certain manner, does that make NCAA a *de facto* state actor.

- ○Framework under which the court decides the case
- ○Just because you don't like the options available to you does not mean you don't have other options

Dissent:

Look at Denis case under substantially same facts, the private parties were state actors because they were willful participants with the state actors.

Know the Denis on page 624 in Dissent 4th paragraph down case and why it is different from Tarkanian

Louisiana high school assoc.-

The actions of this group cannot be considered private actors, they are very much in the public realm and thus subject to the requirements of the 14th amendment. This is a very fact based analysis.

Public actors due process
Private actors no due process required

Brand case (628)******

Wrestler who has sex with a woman who is a high school girl off school grounds.

Moral policy of the school that resulted in the student being suspended was extremely vague, and some of the conduct might not be immoral to some people.

Can't substitute your judgment for the decision makers judgment in terms of substantive due process analysis- must have been arbitrary and capricious

Agents:

Recruiting is the hardest part of being an agent

10% of agents represent 90% of players

Kish v. Iowa Central Com. College

Contractual dispute revolving around and at will employment a basketball coach who also had another administrative job at the school. Coach believed that he had a one year contract

Π sues for breach of contract and the court grants summary judgment for the school Δ

Elements:
Damages for discharge in violation of public policy:
→ engagement in a protected activity

→ actually fired, casual connect between between firing and improper motive
→ Identify a clear definable public basis for why you should not have been discharged

Due Process test:
Is the asserted interest protect by Due process
What kind of process were you entitled to in the 1st place

11th amendment and state immunity, states can cap their tort liability
Affirmative defenses must be raised in the answer or they are deemed waived

Defranz v. U.S. Olympic Com.

Athletes suing for the ability to participate in the 1980 Olympics
Π first argue that under the applicable statute the USOC can ban participation in the Olympics
Court says that pursuant to the statutory scheme while it does not give the USOC expressly the right to take such action it does says that the USOC shall exercise exclusive jurisdiction over the U.S teams participation in the games

Π then argue that the USOC is a state actor that has denied the athletes due process of law

Court rejects this and identifies the sufficient entanglement test which would not allow you to separate the state actor and the private actor, however these two entities are not so sufficiently entangled so as to not be able to distinguish between them. The only technical power that the U.S. government had over the USOC is the power of persuasion *(This reasoning is somewhat weak as in this case the President as well as the House and the Senate made it clear that the U.S. would not participate in the Olympics)*

Harding v. U.S. Figure Skating

Private associations must adhere to their own stated rules and by-laws

Judicial intervention in disciplinary hearings that the court will rarely get involved in, but if it is so fundamentally unfair then the Courts will intervene

Bloom Case:

Amateur athlete wants to still receive endorsements after having had matriculated to a University which is not allowed under the NCAA rules. Bloom asks for a waiver from the NCAA which is denied.

He then asks the NCAA to interpret its rule in a way that does not implicate him. NCAA again denied this request.

He foregoes the endorsement deal and plays football at the University.

He then sues in Federal District seeking an injunction and declaratory judgment.

Third party beneficiaries can bring a claim under a K

> Same test used as in the Shaw case in terms of getting a preliminary injunction, they did add in this case that preliminary injunctions should not often be granted by Courts

Cohen v. Brown University:

Brown demoted some woman's sports programs

Can't have a university that receives public funding that does not have some sort of equality between men's and women's sports pursuant to Title IV, relief sought is not monetary damages or a specific injunction, the remedy basically allows brown to go back and fix it and then the Court will re-examine

Very broad test to see if a school is in compliance with Title IV,
Possible exception would be granted to football
Easiest way to comply is to simply eliminate a men's team

3 agents cases