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Alternative Dispute Resolution

Chiapparelli v. Henderson, No. F046363, 2005 Cal. App. Unpub. LEXIS 6934 (Cal. Ct. App. 2005). Dan Henderson, a professional mixed martial arts fighter, retained Louis Chiapparelli to serve as his agent. When Henderson became dissatisfied with Chiapparelli's services he terminated him. Henderson later fought in several events earning $335,000. Chiapparelli demanded the percentage of Henderson's earnings due to him under their original contract. An arbitrator agreed with Chiapparelli, and the trial court confirmed the arbitration award. Henderson appealed, alleging that the entire contract was void because Chiapparelli did not comply with California's athlete agent act because he did not file a disclosure statement and post a bond, and mixed martial arts was illegal in California. The appeals court agreed and vacated the arbitration award.

Sproul v. Oakland Raiders, No. A104542, 2005 Cal. App. Unpub. LEXIS 7265 (Cal. Ct. App. 2005). The Oakland Raiders marketed and sold personal seat licenses (PSLs) to the plaintiffs. The plaintiffs filed a class action because the Raiders allegedly marketed the PSLs as the only way to purchase season tickets and then actually sold tickets without PSLs. The Raiders filed a motion to compel arbitration based on a provision in the PSL agreement. The trial court granted the motion and retained jurisdiction to rule on class certification eligibility, demurrers and motions to strike. The trial court ruled in favor of the Raiders, and the plaintiffs appealed, alleging lack of jurisdiction. The appellate court found that the trial court did not exceed its jurisdiction, however, the court found that the plaintiffs had valid unfair competition claims that could proceed to arbitration.

Antitrust Law

Am. Needle, Inc. v. New Orleans La. Saints, No. 04-C-7806, 2005 U.S. Dist. LEXIS 22967 (N.D. Ill. 2005). American Needle had a license to use NFL trademarks on its headwear products. When National Football League Properties granted an exclusive license to Reebok, American Needle sued the NFL, alleging violations of Sections 1 and 2 of the Sherman Act. The NFL filed a motion to dismiss, which was denied. Next the NFL filed a motion for immediate interlocutory

appeal, arguing that a market for antitrust violation could not be defined by trademarks. The district court denied the motion because the NFL did not present this argument in their original motion to dismiss.

In re NCAA I-A Walk-On Football Players Litig., 398 F. Supp. 2d 1144 (W.D. Wash. 2005). NCAA Division IA walk-on football players sued the NCAA for violating the antitrust laws by creating a system where they would have received full grant-in-aid scholarships but for the anticompetitive agreement between member schools to save money by artificially restricting the number of football scholarships at each school. The NCAA moved for judgment on the pleadings. The trial court denied the NCAA's motion because determination of whether the challenged bylaw violated the Sherman Act depended on a factual inquiry that could not be made oat the motion stage. In addition the court found that the players alleged a sufficient market in which NCAA member schools competed for skilled amateur football players, a sufficient injury to competition and sufficient facts that NCAA had monopoly power over the alleged market.

Ky. Speedway, LLC v. NASCAR, Inc., No. 2005-138, 2005 U.S. Dist. LEXIS 36847 (E.D. Ky. 2005). The Kentucky Speedway hosted several NASCAR Busch Series and Craftsman Truck Series races. When NASCAR refused to schedule a Nextel Cup Series race at the track, the Speedway sued alleging that NASCAR and International Speedway Corporation were attempting to monopolize the market in violation of Sections 1 and 2 of the Sherman Act. NASCAR filed a motion to change venue, which was denied by the court because the strong public interest of holding the proceedings in Kentucky outweighed the forum selection clause contained in past sanctioning agreements between the parties.

Major League Baseball Props., Inc. v. Salvino, Inc., No. 00 Civ. 2855, 2005 U.S. Dist. LEXIS 28881 (S.D.N.Y. 2005). Salvino, Inc. was producing bean-filled bears with MLB logos without a license. When Major League Baseball Properties (MLBP) sent Salvino a cease and desist letter, Salvino sued alleging that MLBP violated the antitrust laws. MLBP filed a motion for summary judgment, which was granted by the district court because Salvino was unable to prove any anticompetitive effects associated with MLBP's actions, or that MLBP had sufficient market power.

Nat'l Hockey League Players Ass'n v. Plymouth Whalers Hockey Club, 419 F.3d 462 (6th Cir. 2005). The Ontario Hockey League allows teams to have only three twenty year old players on their rosters. In order to be placed on an OHL roster, a twenty year old player must have previously been registered with the Canadian Hockey Association (CHA) or USA Hockey. Because NCAA rules forbid a collegiate hockey player from registering with the CHA and USA Hockey, OHL teams are prevented from adding twenty year old NCAA hockey players. The NHLPA sued alleging that the OHL's eligibility rules restrained trade. After determining that the relevant market was for sixteen to twenty year old hockey players in North America, the circuit court affirmed the lower court's dismissal of the suit because the OHL's rule did not have anticompetitive effects on the relevant market.

N.Y. Jets LLC v. Cablevision Sys. Corp., No. 05-Civ-2875, 2005 U.S. Dist. LEXIS 23763 (S.D.N.Y. 2005). The New York Jets were attempting secure the West Side Rail Yard in Manhattan to construct a new football stadium. After the attempt was unsuccessful, the Jets filed a lawsuit against Cablevision, alleging that Cablevision violated Section 2 of the Sherman Act through public misrepresentation, attempts to silence the Jets, misuse of the litigation process and a sham a bid for the West Side Rail Yard. Cablevision filed a motion to dismiss, arguing that its conduct was insulated by the Noerr-Pennington defense, which immunizes use of the governmental process as an anticompetitive weapon. The district court granted Cablevision's motion to dismiss as to the public misrepresentation claim but not the others, because the Noerr-Pennington defense did not apply.

Constitutional Law

A.C. v. Bd. of Educ., No. 05-4092, 2005 U.S. Dist. LEXIS 38070 (C.D. Ill. 2005). A.C., a student at Cambridge High School, discharged an allegedly toy gun in the school parking lot. He was suspended from school for ten days and from extracurricular activities for one year. He sued alleging that the school violated his due process rights and seeking a preliminary injunction to require the school to allow him to play athletics. The court denied his motion for a preliminary injunction because he did not have a protected liberty or property interest in playing athletics, and so it was unlikely that he would succeed at trial.

Carver v. Bonds, 135 Cal. App. 4th 328 (Ct. App. Cal. 2005). Plaintiff podiatrist sued defendants, a newspaper, its reporters, a baseball player, and a retired football player, for defamation and interference with prospective economic advantage as a result of statements in a newspaper article calling the podiatrist a liar. The trial court granted defendants' motion to strike the complaint. The podiatrist appealed. The appellate court affirmed holding that defendants' statements about the podiatrist were protected froms of free speech and that the podiatrist failed to show that the baseball player's statements were substantially false. The podiatrist also could not prevail on the merits against the retired football player because the statements at issue did not convey provably false assertions of fact. In addition, the court found that the newspaper article's references to state medical board complaints filed against the podiatrist were privileged.

Ott v. Edinburgh Cmty. Sch. Corp., No. 1:03-cv-1413, 2005 U.S. Dist. LEXIS 27748 (S.D. Ind. 2005). Tom Ott had a long criminal history when he was offered a head football coaching position at the defendant school. At the time he was hired his criminal history was not seen as a problem, but the new superintendent was troubled by Ott's past. She asked Ott to resign, but he refused. Shortly thereafter his teaching position was eliminated and he was terminated as the head girls' basketball coach, although he was allowed to continue as the football coach for one additional season. Right before the football season began, Ott injured his back and was unable to complete his duties as a coach. He subsequently resigned. He then sued alleging denial of equal protection and due process rights, among other claims. The district court granted the school's motion for summary judgment because Ott's employment contract was for only one year, so he was not entitled to continued employment at any of his positions with the school.

Price v. Time, Inc., 416 F.3d 1327 (11th Cir. 2005). Sports Illustrated published an article detailing a sexual scandal between then head football coach of the University of Alabama, Mike Price, and strippers. Price sued Time, Inc., the publisher of Sports Illustrated, and sought to compel the author of the article to reveal his confidential source. Time refused, citing Alabama's shield statute and the First Amendment's qualified reporter's privilege. The circuit court held that the shield statute did not apply because it does not protect people employed by magazines. It also found that Price failed to use reasonable efforts to discover the identity of the informant, so the First Amendment's qualified reporter privilege protected Time.

Tampa Sports Auth. v. Johnston, No. 2D05-5302, 2005 Fla. App. LEXIS 18749 (Fla. Dist. Ct. App. 2005). Gordon Johnston is a season ticket holder for Tampa Bay Buccaneers' games. Prior to the 2005-06 season, the NFL mandated that all fans be searched prior to entering the stadium. The Tampa Sports Authority (TSA), operator of the Buccaneers' stadium, instituted the policy. Johnston sought a preliminary injunction, alleging that the searches were a violation of his state constitutional rights. The circuit court granted the injunction, and TSA appealed, which resulted in an automatic stay of the injunction. Johnston filed a motion to vacate the stay, which the circuit court denied. Johnston appealed the denial, and the appellate court vacated the stay because Johnston would suffer irreparable harm and is likely to succeed on the merits at trial.

Williams v. Dallas Indep. Sch. Dist., No. 3:04-CV-1386, 2005 U.S. Dist. LEXIS 23023 (N.D. Tex. 2005). Gregory Williams served as the athletic director for Pinkston High School. He sued the school district for violation of his First Amendment rights when he was terminated after he made statements about the handling of athletic department funds. The defendant filed a motion for summary judgment because it did not take an adverse employment action and because Williams' statements did not involve a matter of public concern. The court granted the defendant's summary judgment motion because Williams' speech did not address a matter of public concern.

Contract Law

Dominion Sports Servs. v. Bredehoft, No. A04-2343, 2005 Minn. App. Unpub. LEXIS 594 (Minn. Ct. App. 2005). Hockey North America (HNA) operated adult amateur hockey leagues across the United States and Canada. Bradford Bredehoft served as HNA's local administrator for Minneapolis/St. Paul. After Bredehoft was employed for six months he signed a restrictive covenant. HNA suffered financial problems, and Dominion Sports purchased the assets of HNA. Bredehoft informed many of the hockey players in the Twin Cities of HNA's financial problems, causing the players to organize a competing league. Dominion filed suit against Bredehoft and others for breach of contract and fiduciary duty. The trial court granted Bredehoft's motion for summary judgment. The appellate court affirmed because Bredehoft's contract was with HNA, not Dominion.

Ford Motor Co. v. Kahne, 379 F. Supp. 2d 857 (E.D. Mich. 2005). Kasey Kahne and Ford had a contract, whereby Kahne agreed to drive a Ford car in a NASCAR sponsored racing series and Ford agreed to assist Kahne in securing a spot on a racing team. After Ford was unable to secure

Kahne a spot on a team for the 2004 Nextel Cup Series, Kahne signed a contract to race for a Dodge sponsored team. Ford sued for breach of contract, and Kahne filed a summary judgment motion. The district court granted Kahne's motion, holding that the contract was unenforceable under Michigan law because the parties left material terms and conditions of the contract open for future negotiation.

Lincoln Hockey LLC v. Semin, No. 05-02094, 2005 U.S. Dist. LEXIS 34047 (D.D.C. 2005). In 2002, the Washington Capitals drafted Alexander Semin, a Russian citizen. He played for the Capitals for one year and then because of the NHL lockout he was assigned to the Portland Pirates, a minor league affiliate of the Capitals. Semin did not report to the Pirates, alleging that he had been conscripted into the Russian military, which was allowing him to perform his military service by playing hockey for the Russian team, Lada Togliatti. When the lockout ended, Semin did not report to training camp, allegedly because the Russian government would not let him. The Capitals sued asking for a preliminary injunction to force Semin to report to the team. The injunction was denied because the NHL collective bargaining agreement called for the dispute to be arbitrated and Semin had a valid impossibility defense because he was conscripted by the Russian military.

Oakland Raiders v. Nat'l Football League, 32 Cal. Rptr. 3d 266 (Cal. Ct. App. 2005). The Oakland Raiders alleged that the NFL and its Commissioner discriminated against the team in violation of their fiduciary duty. The trial court granted the defendants motion for summary judgment because no fiduciary duty was owed to the Raiders, either in law or by contract, and courts are not to interfere in disputes involving voluntary private associations. The appellate court affirmed.

Poe & Friereich, P.A. v. M&M Sports Inc., No. 04-6272, 2005 U.S. Dist. LEXIS 30232 (D.N.J. 2005). Graciano Rocchigiani, a German professional boxer, entered into a promotion agreement with M&M Sports, whereby M&M was to promote and stage two boxing matches involving Rocchigiani. If either party breached the contract, the non-breaching party was entitled to $70,000, which was held in escrow by Poe & Friereich (P&F). Rocchigiani alleged that M&M breached the agreement by not scheduling a bout and asked for the escrow funds. M&M alleged that it was unable to schedule the bout because of Rocchigiani's breach and demanded the funds. P&F filed a complaint seeking relief from all liability and a determination of who was owed the escrow funds. The court determined that Rocchigiani was owed the escrow funds according to a determination by a German court that had proper jurisdiction according to the parties' agreement.

SportsChannel Assocs. v. Sterling Mets, L.P., 2005 NY Slip Op 51303U (N.Y. App. Div. 2005). SportsChannel was the exclusive broadcaster of Mets games through 2011, but the license agreement allowed either party to pay a fee to terminate the contract early. Sterling, the owner of the Mets, chose to pay SportsChannel the- fee and terminate the agreement as of November 2005. Sterling then formed the Mets Network and licensed the exclusive right to broadcast Mets games to it. SportsChannel alleged that the agreement prevented Sterling from exploiting its rights prior to November 2005. Both parties filed for summary judgment, which was granted to Sterling because the agreement applied to the Mets games held during the term of the agreement and Sterling was exploiting the rights to broadcast games after the term ended.

World Triathlon Corp. v. SRS Sports Ctr., No. 8:04-cv-1594, 2005 U.S. Dist. LEXIS 34905 (M.D. Fla. 2005). SRS Sports Center entered into a licensing agreement with World Triathlon Corporation to conduct the Ironman Triathlon in Malaysia in 2000-04. In 2003, the parties extended the agreement through 2009. In 2004, World Triathlon terminated both agreements, alleging that SRS failed to purchase the proper insurance. World Triathlon sued alleging breach of contract and seeking a declaratory judgment that it had cause to terminate the extension. The court held that the extension could not be terminated because of the breach of the original agreement. SRS then organized and conducted the 2005 Ironman race, but World Triathlon filed another breach of contract claim against SRS, alleging that it failed to pay the appropriate license fees. World Triathlon's summary judgment motion was denied because there were issues of material fact that needed to be resolved at trial. SRS then moved for a preliminary injunction so it could conduct the 2006 Ironman Triathlon. The district court granted this motion because the balance of the equities weighed in favor of maintaining the status quo.

Yarde Metals, Inc. v. New England Patriots Ltd. P'ship, 834 N.E.2d 1233 (Mass. App. Ct. 2005). Yarde's season tickets to Patriots games were revoked after a person using one of its tickets was ejected from the stadium for disorderly conduct. Yarde sued alleging breach of contract because the Patriots did not allow Yarde to renew its season tickets. The Patriots filed a motion to dismiss, which was granted by the trial court. The appellate court affirmed because the season tickets were a revocable license and no right to renew existed.

Criminal Law

People v. Rothman, No. 584N/05, 2005 N.Y. Slip Op. 51092U (N.Y. Sup. Ct. 2005). A warrant was obtained to eavesdrop on the conversations of the defendant because he was suspected of running a sports gambling business. The defendant filed a motion to squash the evidence because there was no probable cause, there was alternative means of investigating and the recording of the conversations was not minimized. The trial court granted the defendant a hearing to determine whether the conversations were properly minimized.

Education Law

Bagan v. N.J. Interscholastic Athletic Ass'n, No. BER-C-109-05, 2005 WL 1861944 (N.J. Super. Ct. Ch. Div. 2005). The plaintiff's son transferred from Garfield High School to Queen of Peace in the middle of his junior year. The administrators at Garfield refused to sign a transfer waiver form because they believed the transfer was primarily for athletic reasons. The Eligibility Appeals Committee of the New Jersey Interscholastic Athletic Association determined that the transfer was made primarily for athletic reasons, which is in violation of its rules, and declared Bagan ineligible for thirty days during the football season. The Bagans appealed, and the court determined that the transfer was not primarily for athletic reasons because after the hearing the Bagans moved from the Garfield school district.

Guy v. N.Y. State Pub. High Sch. Athletic Ass'n, No. 05-4983, 2005 NY Slip Op 51605U (N.Y. Sup. Ct. 2005). Matthew Guy was home schooled during his ninth grade year and then had to repeat the tenth grade. Upon entering his senior, and fifth, year of high school, Guy was deemed ineligible to compete in interscholastic athletics because New York Public School Athletic Association rules allow a student to compete for only four seasons. Guy sued the Commissioner of the Department of Education, alleging that he was forced to use a year of eligibility during his year of home schooling when he was not allowed to participate in interscholastic athletics. The trial court dismissed the claim because Guy did not exhaust administrative remedies and did not meet the exceptions to the eligibility rule.

Jones v. W.V. State Bd. of Educ., 622 S.E.2d 289 (W. Va. 2005). A home-schooled boy sought to join a public school's wrestling team and was denied an opportunity to participate. His parents sued the state and local school districts and the state interscholastic athletic organization for breach of a statutory duty, violation of equal protection under the West Virginia Constitution, and breach of the duty to make reasonable rules and regulations. The state supreme court reversed the lower court, finding that there was no statutory or constitutional basis requiring the school district to allow the home-schooled child an opportunity to participate on its sports teams.

Gender Equity Law

Hankinson v. Thomas County Sch. Dist., No. 6:04-CV-71, 2005 U.S. Dist. LEXIS 25576 (M.D. Ga. 2005). Cara Hankinson, a former girls' softball coach, filed a leave to amend her Title VII sexual discrimination claim with a Title IX claim for unequal funding of boys' and girls' sports at the defendant school and an Equal Pay Act claim for unequal compensation of boys' and girls' coaches. The district court found that the Title IX claim asserting employment discrimination was preempted by Title VII. In addition, it held that Hankinson lacked standing to bring the Title IX claim with respect to unequal funding because she was no longer employed at the school. The court did grant leave to amend the Equal Pay Act claim because it was not futile and the defendant would not be unfairly prejudiced.

Palmer v. Santa Rosa County, Fla., Sch. Bd., No. 3:05cv218, 2005 U.S. Dist. LEXIS 34314 (N.D. Fla. 2005). Amanda Palmer sued her high school alleging violations of Title IX and the Fourteenth Amendment because the school did not supply her with adequate information for her to participate on the football team. The defendant filed a motion to dismiss because the Title IX claim was time barred and because the complaint failed to state a cause of action upon which relief could be granted. The court granted the motion to dismiss with leave to amend because Palmer failed to show how defendant's behavior was discriminatory or that it acted with deliberate indifference toward her.

Wells v. Bd. of Trustees, 393 F. Supp. 2d. 990 (N.D. Cal. 2005). David Wells served as the track coach at Humboldt State University (HSU) from 1980 until 2004. Beginning in 1999, Wells began making complaints that men's and women's sports were disproportionately funded at HSU and that athletic department funds were missing. When Wells' one year contract was not renewed

in 2004, he sued the school and its administrators for unlawful retaliation. The defendants filed a motion to dismiss, which was granted as to the defendants in their official capacities because of Eleventh Amendment immunity but denied as to the defendants in their individual capacities.

Intellectual Property Law

Cent. Mfg. Co. v. Brett, No. 04-C-3049, 2005 U.S. Dist. LEXIS 23379 (N.D. Ill. 2005). The plaintiff corporations produce and market numerous goods through its federally registered trademark, Stealth. The defendant corporation produces and markets baseball related accessories, including a Stealth bat. The plaintiffs filed a summary judgment motion against the defendant for trademark infringement. The defendants filed a cross motion for summary judgment, alleging that the plaintiffs could not prove that they had senior user trademark rights in Stealth in connection with baseballs or baseball bats. The court granted the defendant's motion for summary judgment because plaintiffs could not prove there was a likelihood of confusion between the marks.

Property Law

Detroit/Wayne County Stadium Auth., No. 251799, 2005 Mich. App. LEXIS 1856 (Mich. Ct. App. 2005). The City of Detroit formed the plaintiff organization to acquire property to be used in the construction of the new Detroit Tigers and Detroit Lions stadiums. The plaintiff made good faith offers to the property owners, but when the offers were denied the properties were condemned. The defendants contested the amount of compensation they were paid for the properties. The court affirmed the trial court's determination of just compensation.

N.Y. Football Giants, Inc. v. N.J. Sports and Exposition Authority, No. C-105-05, 2005 WL 1861935 (N.J. Super. Ct. Ch. Div. 2005). The New York Giants sought to enjoin the construction of the Xanadu entertainment and recreational center at the Meadowlands Sports Complex because the construction allegedly violated the terms of its lease. Specifically, the Giants argued that the New Jersey Sports and Exposition Authority (NJSEA) was required to get the Giants' consent prior to construction and that construction would limit the parking spots available to the team. The court denied the injunction because there were material issues of fact concerning the lease terms and the NJSEA would suffer irreparable harm.

Publicity Rights

Myskina v. Conde Nast Publ'ns, Inc., 386 F. Supp. 2d 409 (S.D.N.Y. 2005). Anastasia Myskina, a professional tennis player, posed for photographs to be published in GQ. When other nude photographs of her appeared in the Russian magazine, Medved, she sued GQ's publisher and the photographer for violation of her right of publicity. The district court granted the defendants' motion for summary judgment because Myskina had signed a release, which allowed the publication of the pictures in the other magazines.

Tax Law

Cherry Creek Gun Club, Inc. v. Huddleston, 119 P.3d 592 (Colo. Ct. App. 2005). Cherry Creek Gun Club, Inc. sought a property tax exemption based on an exemption for amateur sports organizations. The tax administrator and the Board of Assessment Appeals denied the club property tax exemption. The appellate court affirmed the ruling because the gun club was not organized exclusively to foster amateur sports competition.

Tort Law

Barry v. Ishpeming-Nice Cmty. Sch., No. 262826, 2005 Mich. App. LEXIS 2818 (Mich. Ct. App. 2005). Ryan Barry was injured when his assistant football coach allegedly hit him with a blocking shield after practice. Barry filed a negligence suit against his school and the coach, who filed a motion for summary judgment based on governmental immunity. The trial court granted the defendants' motion for summary judgment, and Barry appealed. The appellate court reversed and remanded, finding that material factual disputes existed concerning whether the coach's action constituted gross negligence.

Benoit v. Lake Charles, 907 So. 2d 931 (La. Ct. App. 2005). Shelly Benoit was injured when she fell in a hole at a park where her son was participating in a baseball tournament. She sued for negligence, and the city filed a summary judgment motion based on a recreational immunity statute. The trial court denied the defendants' motion. The appellate court reversed because the city owned the land, the land was covered by the statute, and the baseball tournament was a recreational purpose under the statute.

Ciccone v. Bedford Cent. Hood, 800 N.Y.S.2d 452 (N.Y. App. Div. 2005). Antonio Ciccone was injured during a high school lacrosse game while performing a body check on another player. He sued alleging inadequate instruction and supervision. The school district filed a motion for summary judgment based on the assumption of risk doctrine, which was denied by the trial court. The appellate court reversed and granted the summary judgment motion in favor of the school because the plaintiff was an experienced lacrosse player who appreciated the inherent risks of the game.

Cronk v. Suffern Senior High Sch., 2005 NY Slip Op 52059U (N.Y. Sup. Ct. 2005). Dustin Cronk did not make the varsity baseball team at the defendant school. Cronk alleged that this was because of an earlier confrontation he had with a football coach at the school. Cronk and his parents sued for intentional infliction of emotional distress and retaliation and exclusion from the baseball team. The trial court granted the defendant's motion for summary judgment because Cronk could not prove any emotional distress, and because retaliation and exclusion from a sports team are not viable claims.

Feldman v. Mt. Holly Resort, Inc., No. 263199, 2005 Mich. App. LEXIS 2935 (Mich. Ct. App. 2005). Eugene Feldman was injured while snowboarding at the defendant's resort, when he got stuck in the chairlift. He filed a negligence suit against the resort owners, which the trial court

dismissed. On appeal, the appellate court affirmed because the Michigan Ski Area Safety Act barred the claim.

Hood v. Ill. High Sch. Ass'n, 835 N.E.2d 938 (Ill. App. Ct. 2005). Frank Hood was the head basketball coach at Christian Life High School. The school alleged that the coach violated recruiting rules. The Illinois High School Association (IHSA) found Hood guilty of recruiting violations and barred him from coaching for one year. The recruiting violations proved to be false, and Hood sued the IHSA and its executive director for negligence and defamation. The trial court dismissed the suit because it was barred by the Local Government and Governmental Employees Tort Immunity Act. Hood appealed and argued that the IHSA is not a local public entity. The appellate court agreed and remanded the case because the IHSA is not a non-profit corporation as required under the Act.

Iacono v. MSG Holdings, L.P., No. 0106352/1997, 2005 N.Y. Slip Op. 51094U (N.Y. Sup. Ct. 2005). John Iacono was photographing a boxing match between Riddick Bowe and Andrew Golota when a riot broke out, causing him injuries. He sued the owners of the facility for negligence because they allegedly failed to provide adequate security at the fight. The trial court denied the defendants' motion for summary judgment because there were material issues of fact as to whether the riot was foreseeable.

Iodence v. Alliance, 700 N.W.2d 562 (Neb. 2005). Carol Louise Iodence was injured while parking her car in an open lot when she hit a tree stump. She was on the premises to attend her son's football game. She sued the city for negligence, and the city moved for summary judgment based on the Recreation Liability Act. The trial court granted the defendants' motion. The supreme court reversed because Iodence was on the premises to watch a football game and this activity is not substantially similar to the activities listed in the recreation liability statute.

Le v. Sam, No. D044255, 2005 Cal. App. Unpub. LEXIS 9182 (Cal. Ct. App. 2005). Duc Le filed a personal injury suit against his doubles partner, Henry Sam, when Sam's serve hit Le in the eye. The trial court found in favor of Sam, and Le appealed. The appellate court affirmed, finding that the doctrine of primary assumption of the risk was correctly applied and the court properly instructed the jury.

Maisonave v. Newark Bears Prof'l Baseball Club, Inc., 881 A.2d 700 (N.J. 2005). Louis Maisonave was injured when a foul ball struck him while he was purchasing a beverage from a vending cart on the stadium mezzanine. He filed a negligence suit, and the trial court granted the stadium operator summary judgment because it did not breach its duty of care. The appellate court reversed and remanded the case. The state supreme court affirmed finding that the limited duty rule applies to injuries that occur in the stands but traditional negligence standards apply when an injury occurs in places like the mezzanine.

Mallin v. Paesani, No. 040411321, 2005 Conn. Super. LEXIS 3035 (Conn. Super. Ct. 2005). Walter Mallin was injured while competing in a PGA golf tournament when a ball struck by John Paesani hit him in the head. Mallin filed a negligence suit against Paesani, who filed a motion to strike. Paesani argued that the proper standard in the sports context was recklessness or

intentional conduct. The court denied Paesani's motion to strike because the sports exception to the negligence standard only applies to team sports.

Mohney v. USA Hockey, Inc., 138 Fed. Appx. 804 (6th Cir. 2005). Levi Mohney was rendered a quadriplegic when he collided with the boards while playing hockey. He alleged that the injury was caused by the helmet and mask he was wearing and sued the respective manufacturers for negligence and products liability. The circuit court affirmed the district court's grant of summary judgment in the defendant's favor because Mohney could not prove that the helmet proximately caused his injuries and Bauer manufactured the helmet, not the helmet and mask combination.

Stringer v. Minn. Vikings Football Club, 705 N.W.2d 746 (Minn. 2005). Korey Stringer, a professional football player for the Minnesota Vikings, died during training camp due to complications from heat stroke. Stringer's wife, Kelci, filed a wrongful death suit against the Minnesota Vikings, its coordinator of medical services, Fred Zamberletti, and its assistant athletic trainer, Paul Osterman. The defendants filed a motion for summary judgment, which the trial court granted and the court of appeals affirmed. Kelci Stringer petitioned the state supreme court for review of whether Zamberletti and Osterman were grossly negligent, and Zamberletti and Osterman cross-petitioned for a determination of whether they owed Stringer a personal duty. The supreme court determined that summary judgment in favor of the defendants was proper because Zamberletti and Osterman did not owe Stringer a personal duty because they did not act outside the course and scope of their employment.

Trevett v. City of Little Falls, 2005 NY Slip Op 9828 (N.Y App. Div. 2005). Adam Trevett was injured when he collided with a pole that was supporting the backboard of the basketball hoop at a city park. His father sued the city for negligence, and the city filed a motion for summary judgment, which was denied by the trial court. The appellate court reversed and dismissed the case, finding that colliding with the pole was an open and obvious risk associated with playing basketball on that court.

Vogel v. Am. Amateur Baseball Cong., No. A105405, 2005 Cal. App. Unpub. LEXIS 8603 (Cal. Ct. App. 2005). Scott Vogel was injured when his coach hit a baseball at him during a warm-up drill. Vogel sued the coach and the American Amateur Baseball Congress (AABC) for negligence and recklessness. After the trial court ruled in favor of Vogel, the coach and AABC appealed, alleging that the claim was barred by the doctrine of primary assumption of the risk. The appellate court reversed the trial court, finding that being hit by a batted ball is an inherent risk of baseball, which was assumed by Vogel when he voluntarily participated in the game.

Workers' Compensation

Norfolk Admirals v. Jones, No. 0050-05-4, 2005 Va. App. LEXIS 443 (Va. Ct. App. 2005). Ty Jones was injured while playing hockey for the Norfolk Admirals when he instigated a fight with an opposing player. He was instructed by team doctors to complete a rigorous rehabilitation program and eventually returned to the sport of hockey, though for another team. Jones filed and

received medical and disability benefits. The Admirals appealed the decision of the Workers' Compensation Commission, arguing that the injury was not accidental and that Jones was required to take reasonable measures to find other employment. The court of appeals affirmed the decision of the Commission, finding that the fight, though intentional, constituted an accident arising out of and in the course of employment and that Jones was not required to find another job during his rehabilitation period.

Renfro v. Richardson Sports Ltd. Partners, 616 S.E.2d 317 (N.C. Ct. App. 2005). Dusty Renfro was injured during a pre-season practice with the Carolina Panthers and filed a claim for workers' compensation. The North Carolina Industrial Commission awarded Renfro partial disability compensation and awarded the Panthers a dollar-for-dollar credit for the injury grievance settlement amount it paid Renfro. Both parties appealed the Commission's award, which the appellate court affirmed, finding that Renfro suffered a compensable injury and that the Panthers were entitled to a credit for the grievance award.

Smith v. Richardson Sports, Ltd., 616 S.E.2d 245 (N.C. Ct. App. 2005). Charles Smith suffered a knee injury while playing professional football for the Carolina Panthers and filed a claim for workers' compensation. The North Carolina Industrial Commission found that Smith suffered a compensable injury, awarded him compensation, and awarded the Panthers a partial credit for post-injury payments it paid to Smith. The Panthers appealed, arguing that it should be given a dollar for dollar credit for the post-injury payments. The appellate court remanded the case for a determination of whether a portion of payment was funded by the NFL players and whether the injured reserve pay should offset the workers' compensation payments.

Swift v. Richardson Sports, Ltd., 620 S.E.2d 533 (N.C. Ct. App. 2005). Michael Swift was injured while playing professional football for the Carolina Panthers and filed a claim for workers' compensation. The North Carolina Industrial Commission found that Swift suffered a compensable injury and awarded him compensation. The Panthers appealed, alleging that Swift did not suffer an injury by accident and contested the amount of compensation awarded. The court found that Swift did suffer a compensable injury but remanded the case to determine the appropriate amount of compensation based on the Panthers' severance payment to Swift after his injury.

Miscellaneous

Brown v. Ok. Secondary Sch. Activities Ass'n, 2005 OK 88. Tucker Brown was ejected from a high school play-off football game when he allegedly kicked an opposing player. The Oklahoma Secondary School Activities Association's (OSSAA) rule mandates that a player who is ejected from a game for fighting is suspended for a minimum of two subsequent games. Brown's school appealed the ejection and suspension to the OSSAA review board, arguing that the opponent coaches intimidated the referees into making the ejection. The OSSAA upheld the suspension. Brown and his parent filed a petition for a temporary and permanent injunction, which the trial court granted because there was an appearance of impropriety. After granting a motion to

expedite the proceedings, the supreme court vacated the injunction because the OSSAA's rule and its application were reasonable.

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