

SLA MONTHLY

Highlight Reel



THE NEWSLETTER OF THE SPORTS LAWYERS ASSOCIATION

Sports Lawyers Association to Focus on Major Industry Issues at 2026 Conference

The Sports Lawyers Association (SLA) will host its 51st annual conference at the Sheraton Grand Chicago Riverwalk from May 13–16, bringing together lawyers, academics and practitioners from across the sports industry to analyze emerging legal issues.

The four-day event, centered on the theme “Going Beyond the Game: Growing the Landscape of Sport,” reflects sports law’s expanding influence on governance, marketing, business operations and athlete representation. According to the agenda, which can be viewed here - <https://www.sportslaw.org/conferences/2026conf/agenda/index.cfm> – the

See CONFERENCE on Page 4

Sports Lawyer Nona Lee Joins Womble Bond Dickinson as Senior Counsel in GCSolutions Team

Nona Lee, a highly respected sports lawyer, has joined Womble Bond Dickinson as Senior Division Counsel, bolstering the firm’s GCSolutions team.

Lee was previously Executive Vice President and Chief Legal Officer with Arizona Diamondbacks.

At Womble, she will help the GCSolutions team “with large-scale projects that can strain an organization’s budget,” according to Lee, who is very active in the Sports

See NONA on Page 4

The Ask

If you’re headed to Chicago for #SLAC26, be part of our Annual Year in Review Conversation. We want to hear from you: What do you think the most significant legal developments have been since May of 2025?

Inside This Issue

Michelle M. Gervais Joins Women Advancing Podcast

2

Socolow Pens Insightful Article About *Duke v. Mensah*

2

Siegal Explains Why the USPTO Said ‘No’ to the Las Vegas Athletics

3

Hackney Publications Partners with Influxer, Bringing *NIL Institutional Report* to Thousands of NIL Managers

3

News Roundup from Tulane’s Sports Law Students

5

Michelle M. Gervais Joins Women Advancing Podcast

Blank Rome partner Michelle M. Gervais recently joined host Kate Byrne on the Women Advancing podcast to share her inspiring journey from being underestimated early in life to thriving in the high-stakes world of matrimonial and commercial litigation.

In the episode "From Underestimated to Unstoppable: Attorney Michelle Gervais on Redefining Success in Work and Life and Rising Above Doubt," Gervais, an SLA member, talks what it takes to rise above expectations and succeed on your own terms. They dive into how to stay grounded under pressure, lead with conviction in rooms that weren't "built" for you, and why true strength isn't about being the loudest voice—it's about confidence, clarity, and resilience.

To listen to the episode, please click [here](#).

Gervais, who co-chairs the firm's Sports Law practice, advises high-profile athletes, celebrities, and executives, as well as businesses in the sports, entertainment, and finance industries in complex disputes that involve the intersection of business and family law matters. Known as a "fixer" across several legal disciplines, Gervais handles highly delicate matters protecting her clients from serious financial and reputational harm.

For select professional athletes and executives, Gervais helps them handle a variety of family law matters including dissolutions of marriage, domestic violence, paternity, custody, support, and pre-nuptial, post-nuptial, and cohabitation agreements. She also assists her clients and their businesses with other risk management issues affecting their brand, their company, and their professional legacy.



Socolow Pens Insightful Article About *Duke v. Mensah*



Brian Socolow, co-chair and co-founder of Loeb & Loeb's sports practice, recently wrote a timely article for Sports Litigation Alert, entitled "Duke University settles groundbreaking NIL lawsuit against quarterback." He was joined on the byline by Loeb & Loeb associate Alexander Loh.

Socolow, an SLA member, leveraged his decades of experience in collegiate athletics and more recently NIL, explaining that the importance of the settlement was as follows:

"While the settlement resolved the immediate dispute, its broader significance lies in what it reveals about the fragility of the current system. This case suggests potential vulnerabilities in NIL contracts; the potential for students to negotiate buyouts suggests contracts may function more like guidelines than as binding obligations. This fundamentally undermines contract stability in college athletics.

"Moreover, the case exposed the inconsistency between conference approaches. The Big Ten has standardized contracts administered through the conference office with meaningful buyout provisions—as seen when University of Washington quarterback Demond Williams announced his intent to transfer just days after signing his contract but ultimately returned to Washington because the buyout made leaving prohibitively expensive. The Atlantic Coast Conference (ACC), by contrast, has no such standardization, leaving individual schools to negotiate deals with less leverage.

"The *Duke v. Mensah* case signals that in the absence of employee status and collectively bargained transfer restrictions, schools might increasingly turn to the threat of litigation and buyout clauses as leverage. But litigation is costly, time-consuming and potentially damaging to recruiting and institutional reputation."

In the sports world, Socolow represents professional and college athletes, teams, event owners, media companies, equipment manufacturers and others in complex commercial transactions and business disputes.

Siegel Explains Why the USPTO Said ‘No’ to the Las Vegas Athletics

Bruce Siegal, of counsel at Greenspoon Marder and member of SLA, wrote an article earlier this year about why the USPTO issued a non-final refusal of the trademarks LAS VEGAS ATHLETICS and VEGAS ATHLETICS for clothing, footwear, entertainment and other purposes, finding them “primarily geographically descriptive.”

“Because the team is not yet playing in Las Vegas, it cannot currently prove its acquired distinctiveness,” wrote Siegal. “This does not stop the Athletics from using the name or moving to Las Vegas, and the refusal will likely be overcome once sufficient marketplace evidence exists.

“If you’re relocating your business, changing your branding, or say, moving a 125-year-old Major League Baseball franchise across state lines, trademarks don’t automatically pack their bags and come with you.”

Siegel also offered the following takeaway: “Adding geographic terms often weakens trademark protection. Organizations relocating or expanding, or those that may not have registered all of their marks, should consider trademark strategy early, particularly where a brand includes geographic terms.”

Siegel has more than 30 years of sports industry and intellectual property experience. As of counsel to the firm’s Entertainment & Sports practice group, he focuses on sports brand protection and enforcement, licensing, contract negotiation, marketing, and business operations. Specifically, he helps brand owners maximize intellectual property value through licensing, sponsorship, and endorsement agreements, and assisting licensees in navigating the licensing marketplace.

With a strong sports business background, Siegal developed programs to protect the trademark rights of numerous sports clients, including organizing systems to protect the NCAA Final Four and College Football Playoff marks by clearing the marketplace of counterfeit and unlicensed merchandise in coordination with the event organizers, investigators and law enforcement officials.



Hackney Publications Partners with Influxer, Bringing *NIL Institutional Report* to Thousands of NIL Managers

Hackney Publications, the nation’s leading publisher of sports law periodicals, announced today that it has partnered with Influxer, a company that works with colleges and universities to connect their student-athletes to the resources they need to thrive in the NIL marketplace. The partnership will facilitate a return of *NIL Institutional Report* to its original mission of providing actionable legal, marketing, and business intelligence to those in charge of managing the NIL landscape at their respective institutions.

NIL Institutional Report was originally launched five years ago in partnership with LEAD1 Association, which represented the athletics directors of the 130-member schools of the Football Bowl Subdivision. But as the legal and economic landscape changed in collegiate athletics, LEAD1 disappeared, its remnants ultimately being absorbed by the National Association of Collegiate Directors of Athletics. In the interim, *NIL Institutional Report* continued publishing as a subscription-based periodical, focused primarily on the legal side of the business.

“We’ve been looking for a partner with an expansive offering and a broad community of NIL Managers, spanning the largest institutions to the smallest colleges,” said Holt Hackney. “Founded in 2022, Influxer is the ideal partner with more than 600 existing institutional customers. In addition, existing subscribers to *Legal Issues in Collegiate Athletics* will receive the periodical, bringing our overall reach to several thousand subscribers.” The expanded editorial of *NIL Institutional Report*, featuring actionable ideas that will benefit institutions and their athletes alike, will be supported by advertising.

“We are proud to be the title sponsor of the only NIL-specific periodical in the industry,” said Influxer Vice President Keith Miller. “We also believe this will be a tremendous benefit to Influxer, since it will only be available to our customers, and LICA subscribers.” With the partnership, *NIL Institutional Report* will once again become an “exclusive benefit” to Influxer’s customers, featuring original articles from subject matter experts and leading NIL companies on the most relevant and timely NIL institutional topics including legal, tax, accounting, marketing, and other ancillary NIL categories.

Here’s an example of a past issue of *NIL Institutional Report*: <https://tinyurl.com/NIL-Institutional-Report> The new version of *NIL Institutional Report* launches in mid-April. To see the media kit for the periodical, visit: <https://hackneypublications.com/nil-mediakits/>

Conference Continued from page 1

conference will feature a variety of panels, academic sessions and networking opportunities addressing both traditional and emerging challenges in sports law. Panel topics will include regulatory compliance, governance structures and the evolving business of sport.

The agenda also includes academic programming with research presentations highlighting recent scholarship in sports law and related fields. These sessions are designed to connect theory with practice, offering insight into current legal trends and policy issues affecting the industry.

Panels throughout the conference will examine a range of issues impacting sports organizations and leagues. Topics include the legal implications of technology, commercial rights and the increasingly complex regulatory environment governing teams and leagues.

In addition to formal programming, networking events and social gatherings are planned to foster collaboration among participants. These opportunities are intended to connect professionals from law firms, professional leagues, universities and governing bodies.

The SLA conference has long served as a hub for sports law professionals, providing educational opportunities and encouraging dialogue across the industry. The 2026 event continues that tradition while expanding beyond a purely academic focus to incorporate interdisciplinary perspectives and broader societal considerations.

Now in its 51st year, the association's annual conference reflects the continued growth of sports law as a distinct field of legal practice. As the sports industry evolves, SLA leaders have positioned the conference as a forum for examining how legal frameworks must adapt to new challenges.

With attendees expected from across the United States and internationally, the 2026 conference will provide a platform to discuss current developments in the business and regulation of sport. The agenda underscores the growing need for legal solutions to keep pace with the rapidly changing sports landscape.

To register, go here:

<https://www.sportslaw.org/conferences/2026conf/index.cfm>



Nona Lee

Nona Continued from page 1

Lawyers Association and a Past President. “The team also provides cost-effective guidance to clients in day-to-day corporate needs, from interfacing with business teams for routine questions to reviewing/drafting commercial contracts and policies and procedures. For small and medium-sized businesses, GCSolutions can serve as an in-house legal department or assist existing in-house resources. In addition, entrepreneurs and start-ups rely on GCSolutions’ high-quality service at flexible rates.

“I’m excited to bring my 30 years of litigation and transactional practice experience, including more than 20 years as in-house counsel in professional sports, to this talented team and look forward to supporting clients as they navigate their business and operational goals.”

Lee will also continue her groundbreaking equity and inclusion work through Truth Is. Consulting (formerly Truth DEI) and Truth Retreats, as well as serving as an arbitrator on the arbitration panels of the AAA and Fair Sports.

Companies Launch National HBCU Esports Initiative to Increase Gaming Diversity

In an effort to address longstanding representation gaps in the esports industry, PlayVS and Urban One have announced last month a three-year partnership to develop a national competitive gaming initiative for Historically Black Colleges and Universities (HBCUs). The collaboration aims to expand opportunities for HBCU students to compete in collegiate esports while also creating pathways into careers in gaming, media, and technology.

The program will establish a dedicated HBCU competition ecosystem within the PlayVS College League. Participating institutions will gain access to organized leagues, media exposure, and the infrastructure needed to build and grow esports programs on their campuses. Through Urban One's sponsorship, HBCU schools will be able to participate in the competitions without paying membership fees, removing a financial barrier that has historically limited participation in competitive gaming.

The partnership combines Urban One's cultural influence and media reach—more than 80 million monthly users—with PlayVS's nationwide esports competition platform used by schools across the United States. Together, the organizations aim to build a more inclusive pipeline connecting K–12 esports participation with opportunities in higher education and the broader gaming industry.

The initiative also highlights a continuing representation challenge within esports. While Black gamers are among the most influential audiences in gaming culture, Black professionals represent only about five percent of the industry's workforce.

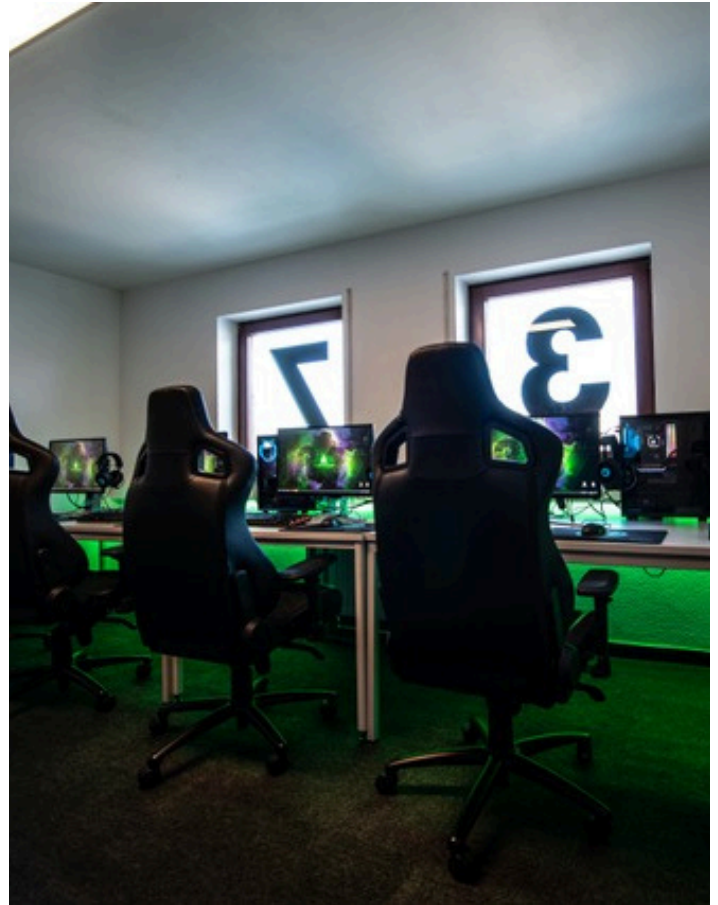
A key feature of the initiative is its accessibility. The league will be open to any HBCU interested in participating, whether or not the school already has an established esports program. Organizers say the goal is to provide the infrastructure, standards, and competitive opportunities needed to support both emerging and established programs.

Students and program leaders view the initiative as an important step in linking gaming with education and professional development.

“For our students, esports is more than competition—it's a gateway to technology, media, and leadership,” said Jaden Roberts, president of the Esports Association at Howard University.

The initiative will roll out in phases. PlayVS will begin outreach to HBCUs in spring and summer 2026 while also introducing collegiate opportunities to its national K–12 esports network. Invitational competitions and PlayVS College League events are expected to begin in fall 2026, with the official launch of a national HBCU esports league scheduled for spring 2027.

Urban One will amplify the initiative through its media platforms, highlighting not only competition but also the campus culture, academic excellence, and leadership that define the HBCU experience.



All articles are sourced from media outlets and publically available websites.

UFC Executives Testify at Antitrust Spoliation Hearing

By Braeden Trotter

On February 5, 2026, executives of the Ultimate Fighting Championship (“UFC”), including CEO Dana White and Chief Business Officer Hunter Campbell, appeared in the U.S. District Court for the District of Nevada for a spoliation hearing. The hearing focused on White’s and Campbell’s involvement with fighter contracts and whether the UFC failed to preserve relevant text messages and phone data during discovery, an issue that could expose the promotion to court-imposed sanctions.

The underlying lawsuits stem from long-running antitrust claims brought by former fighters who allege the UFC used restrictive contracts and market dominance to suppress athlete compensation in violation of federal law. During the evidentiary hearing before U.S. District Judge Richard Boulware, plaintiffs’ counsel questioned why years of potential communications from White, Campbell, and other executives were not preserved. White testified that he has not been involved in fighter negotiations since Campbell’s hiring in 2017 and cited his limited use of email and smartphones as contributing to the lack of available communications. Campbell likewise addressed his role in negotiating fighter contracts and overseeing business operations. Both executives attributed the missing cellphones as the primary reason the communications were unavailable, maintaining that the loss was not intentional but the result of theft or other circumstances beyond the company’s control. The court is now considering whether the circumstances meet the standard for sanctions under Federal Rule of Civil Procedure 37(e), which permits penalties if a party failed to preserve electronically stored information with the intent to deprive another party of its use in litigation.

“It’s the only thing that makes sense,” White testified, explaining that theft was the only explanation for the missing phones. White and the UFC are represented by global law firm Latham & Watkins LLP, along with Campbell & Williams in Las Vegas. “The missing text messages likely contained fighter contract negotiations that had evidence critical to the enforceability of the defendant’s arbitration clauses,” counsel for the plaintiffs argued. The fighters are represented by Berger Montague PC in Philadelphia; Cohen Milstein Sellers & Toll PLLC in Palm Beach Gardens, Florida; and Joseph Saveri Law Firm, Inc. in San Francisco. Judge Boulware indicated that further review is necessary before determining whether sanctions are appropriate, leaving the issue unresolved as the broader antitrust cases continue to move forward.

Equal Employment Opportunity Commission Petitions for Enforcement of Subpoena Against Nike

By Sam Thornton

On February 4, 2026, the U.S. Equal Employment Opportunity Commission (“EEOC”) petitioned a federal district court in Missouri to enforce a subpoena against Nike. The subpoena seeks to uncover evidence of alleged discrimination against white workers at Nike based on race. Specifically, the petition asserts that Nike failed to produce information regarding discrimination allegations sufficient to the EEOC’s inquiry.

The EEOC’s maneuver escalates an ongoing legal controversy with Nike, which began in 2024 when then-EEOC Commissioner Andrea Lucas filed suit against Nike, alleging discrimination. The crux of the suit alleges that Nike violated Title VII of the Civil Rights Act of 1964, which prohibits discrimination against employees on the basis of race, sex, religion, and color. Lucas specifically cites this behavior in Nike’s hiring and firing decisions.

The Trump administration’s efforts to undermine diversity seem to align with the federal agency’s motives. In fact, the EEOC’s petition alludes to three previous subpoena requests to Nike in 2024 and 2025. Among those requests, EEOC initiatives included seeking information on Nike’s use of minority worker data to determine executive wages and on how Nike navigated the employment of minority employees within its corporate departments. Although Nike properly responded to one subpoena request after a subsequent modification by the EEOC in January, the Commission claims that Nike’s response did not provide sufficient information to meet the compliance threshold. They claim Nike merely “stated” or produced “some responsive information” toward their inquiries.

“It (EEOC’s petition) feels like a surprising and unusual escalation,” Nike said in a statement to Sportico. Nike added, “we have shared thousands of pages of information and detailed written responses to the EEOC’s inquiry and are in the process of providing additional information.” Nike’s attorneys will now decide if they want to contest the EEOC’s petition.

Judge Denies University of Alabama Player's Preliminary Injunction

By Drew Schott

On February 9, 2026, Tuscaloosa County Circuit Court Judge Daniel F. Pruet dismissed a motion for a preliminary injunction from Alabama men's basketball player Charles Bediako, in the case between him and the National Collegiate Athletic Association that would have maintained his collegiate eligibility with The University of Alabama. Judge Pruet held that Bediako did not demonstrate the elements necessary for injunctive relief under Alabama law, ending his return to college basketball after spending three seasons in the G League.

Bediako first played for Alabama during the 2021-22 and 2022-23 seasons, then declared for the 2023 NBA Draft. He signed a two-way contract with the National Basketball Association's San Antonio Spurs and played in the G League between 2023 and 2026. Bediako then attempted to rejoin Alabama, and the NCAA denied the Crimson Tide's appeal for his return. Bediako sued the organization on January 20 in the Tuscaloosa County Circuit Court for violating Alabama's prohibition against restraints of trade and intentional interference with business or contractual relations. Bediako asserted that the NCAA favored giving eligibility to athletes who participated in international professional basketball opportunities and claimed the organization was preventing him from receiving monetary opportunities. After filing a motion for a temporary restraining order and a preliminary injunction, Bediako was eventually granted the temporary restraining order on January 21, which enabled him to participate in all Crimson Tide team activities. In response, the NCAA filed a motion to dissolve the temporary restraining order because Bediako "failed to comply with the notice requirements of Alabama Rule of Civil Procedure 65."

In a five-page opinion, Judge Pruet sided with the NCAA and found that Bediako failed to show irreparable harm and an adequate remedy without the issuance of the injunction, as well as any chance of success on the merits of his claims regarding the NCAA violating Alabama's antitrust and tortious interference laws. Judge Pruet noted that Bediako's argument about not being able to receive financial benefits was "without merit" and that the case was "not about whether Plaintiff can be paid to play basketball, but for whom."

Bediako was also found to be liable to NCAA rules, which ban any player who signed an NBA or two-way contract from regaining eligibility. Thus, Judge Pruet declined Bediako's motion for a preliminary injunction and vacated the temporary restraining order that allowed him to rejoin the Crimson Tide.

"College sports are for students, not for people who already walked away to go pro and now want to hit the 'undo' button at the expense of a teenager's dream," NCAA President Charlie Baker said. The NCAA was represented by Cason M. Kirby, Taylor J. Askew, and David J. Zeitlin of Holland & Knight LLP in Birmingham and Nashville. "This ruling ignores that an athlete's NIL value is directly tied to his ability to play, overlooks that NCAA rules do not distinguish between athletes with prior college experience and those without, and contrasts with eligibility grants to many other former pros," wrote Darren A. Heitner, one of Bediako's lawyers, of Heitner Legal PLLC in Fort Lauderdale, Florida. Bediako has appealed Judge Pruet's denial of the preliminary injunction and asked both the Tuscaloosa County Circuit Court and the Alabama Supreme Court to grant him "interim injunctive relief" to play the remainder of the season with the Crimson Tide. His request to the Tuscaloosa County Circuit Court was denied by Judge Pruet on February 24 and the Alabama Supreme Court denied it on February 27.

Massachusetts Judge Denies Kalshi's Emergency Stay Request

By Sam Safferstein

On February 6, 2026, Judge Christopher K. Barry-Smith denied KalshiEX LLC's emergency motion to stay a preliminary injunction. Judge Barry-Smith held that Kalshi failed to demonstrate entitlement to a stay pending appeal and entered the preliminary injunction prohibiting Kalshi from offering sport-related event contracts in Massachusetts without a license under the state's Sports Wagering Law.

On September 12, 2025, the Commonwealth of Massachusetts sued Kalshi, a predictions-market operator, in the Massachusetts Superior Court for Suffolk County, alleging that Kalshi was operating as an unlicensed sportsbook in violation of the Massachusetts Sports Wagering Law.

The Commonwealth sought injunctive relief to prevent Kalshi from offering sports-related event contracts to Massachusetts residents. Kalshi removed the action to the U.S. District Court for the District of Massachusetts, but the case was remanded to state court. Kalshi subsequently moved to dismiss, arguing that its contracts are federally regulated by the Commodity Futures Trading Commission under the Commodity Exchange Act and that federal law preempted Massachusetts' gambling regulations. The Commonwealth responded that regulation of gambling falls within traditional state police powers and that Kalshi's offerings constituted unlawful sports wagering under state law.

On September 12, 2025, the Commonwealth of Massachusetts sued Kalshi, a predictions-market operator, in the Massachusetts Superior Court for Suffolk County, alleging that Kalshi was operating as an unlicensed sportsbook in violation of the Massachusetts Sports Wagering Law. The Commonwealth sought injunctive relief to prevent Kalshi from offering sports-related event contracts to Massachusetts residents. Kalshi removed the action to the U.S. District Court for the District of Massachusetts, but the case was remanded to state court. Kalshi subsequently moved to dismiss, arguing that its contracts are federally regulated by the Commodity Futures Trading Commission under the Commodity Exchange Act and that federal law preempted Massachusetts' gambling regulations. The Commonwealth responded that regulation of gambling falls within traditional state police powers and that Kalshi's offerings constituted unlawful sports wagering under state law.

In a twenty-page opinion, Judge Barry-Smith concluded that the Commonwealth was entitled to a preliminary injunction because Kalshi had not demonstrated that federal law preempted Massachusetts' authority to regulate gambling. Although acknowledging that federal jurisdiction over certain commodity derivatives may preempt state law, the court determined that such preemption does not extend to gambling regulation, a traditional state police power. Judge Barry-Smith further held that the potential harm to Kalshi's business did not outweigh the Commonwealth's interest in enforcing its sports wagering regulatory framework. Accordingly, the court denied Kalshi's emergency motion to stay and entered a preliminary injunction requiring Kalshi to block Massachusetts residents from accessing sports-related event contracts following a thirty-day implementation period ending on March 9, 2026.

"Kalshi adopted its business model - relying on CFTC regulation of 'swaps' to offer nationwide sports betting in contravention of state gaming laws - with eyes wide open," Judge Barry-Smith wrote.

The Commonwealth of Massachusetts is represented by Louisa E. Castrucci, Gerard J. Cedrone, Alda Chan, Joshua R. Edlin, Michael P. Moore, Jr., and Jared Rinehimer of the Massachusetts Office of the Attorney General in Boston. KalshiEX LLC is represented by Kristyn Marie DeFilipp, Beth C. Neitzel, and Jack C. Smith of Foley Hoag LLP in Boston. Kalshi has filed a notice of appeal and may seek further relief from the Massachusetts Appeals Court.

Polymarket Accused of Running Illegal Nationwide Sportsbook

By Bridget Rachek

On February 4, 2026, California resident Lorenzo Miro San Diego filed a class action suit against Blockratize, Inc, a prediction market operating under the name Polymarket, in the U.S. District Court for the Southern District of New York. San Diego is acting on behalf of a nationwide class of people who used Polymarket to bet money. The suit alleges that Polymarket operates an unlicensed sports betting platform, engages in deceptive marketing, and profits from unlawful gambling.

Polymarket was founded in 2020 and is headquartered in New York City, where it operates a website and mobile platform that allow users to purchase and trade "event contracts" tied to real-world outcomes, including sporting events. According to the complaint, the platform functions in a manner indistinguishable from a traditional sportsbook because users wager real-world currency on sporting events, including point spreads, over/unders, player performance metrics, and parlays. The filing contends that by labeling itself as a "prediction market" and branding wagers as "event contracts," Polymarket attempts to sidestep gambling regulations while still collecting transaction-based revenue derived largely from sports-related betting activity.

The complaint alleges that Polymarket has generated more than \$6 billion in sports-related contract volume and has recently sought capital at a reported \$12 billion valuation. The proposed class action seeks to represent all similarly situated individuals nationwide who wagered money on Polymarket's platform during the applicable statute-of-limitations period and requests damages, restitution, injunctive relief, attorneys' fees, and a jury trial.

San Diego is represented by Leanna A. Loginov and Edwin Elliott of Shamis & Gentile, P.A. in Miami, Florida, and Omer Kremer and Gabriel Mandler of Edelsberg Law, P.A. in Aventura, Florida. The matter is pending in the Southern District of New York.

Jon Gruden's Lawyers Seek Testimony from Roger Goodell and Other NFL Owners

By Thomas Nash

On February 5, 2026, former NFL coach Jon Gruden's lawyers revealed in a court filing that they intend to seek testimony from NFL Commissioner Roger Goodell and other notable figures in the NFL. This case conference report is the latest filing in Gruden's lawsuit, which alleges that the league intentionally leaked emails of his containing racist, homophobic, and misogynistic language in order to force his departure.

In October 2021, Jon Gruden stepped down from his role as head coach of the Las Vegas Raiders after his emails were detailed by multiple news outlets, which contained derogatory comments he had made years prior. The emails were collected in a review of workplace misconduct at the Washington Commanders, who were then owned by Daniel Snyder. Gruden filed the lawsuit a month after his resignation, claiming that the email leaks were an orchestration by the league to end his career. The NFL has failed several times to have the case dismissed, and the Nevada Supreme Court has denied the league's bid to move to arbitration. Now, as indicated in the case conference report, Gruden's attorneys are seeking witness testimony from Snyder, Goodell, current Raiders owner Mark Davis, Dallas Cowboys owner Jerry Jones, and New England Patriots owner Robert Kraft, among others. The report states that these witnesses' testimony would be about the Commander's investigation and alleged pressure to fire Gruden. Gruden is seeking damages in excess of \$150 million for loss of employment, contract value, and damage to future employment opportunities.

In its filings, the NFL stated that Gruden's case "hinges solely on unsupported allegations that fail as a matter of law or fall far short of stating a claim and should have been promptly dismissed when the NFL Parties first so moved." Gruden is represented by Adam Hosmer-Henner, Jeff Silvestri, Rory Kay, Chelsea Latino, Jane Susskind, and Zachary Noland of McDonald Carano LLP in Las Vegas, Nevada. The NFL is represented by Mitchell J. Langberg and Maximilien D. Fetaz of Brownstein Hyatt Farber Schreck LLP in Las Vegas and Brad S. Karp, Kannon K. Shanmugam, Lynn B. Bayard, and Tiana Voegelin of Paul, Weiss, Rifkind, Wharton, & Garrison LLP in New York.

WNBPA Makes Concessions in Latest CBA Proposal, Negotiations Continue

By Brad Hutchison

On February 17, 2026, the Women's National Basketball Association (WNBA) received a counterproposal from the Women's National Basketball Players Association (WNBPA) that included concessions on revenue sharing and housing, as both sides continued negotiations toward a new collective bargaining agreement. The counterproposal signified a notable shift in the negotiations, as the concessions were aimed at narrowing the gap between key economic disparities between both sides.

The WNBPA's proposal was in response to the WNBA's submission on February 7, 2026. In this most recent counterproposal, the WNBPA is requesting 25% of gross revenue in the first year, increasing over the life of the agreement to an average of roughly 27.5%. The union also proposed a salary cap of less than \$9.5M. The union is also remaining firm on housing, arguing that it is key in the early years of a player's career and can be shed in later years of a contract. The WNBA is still not satisfied with the counterproposal, stating that it remains unrealistic and would cause millions of dollars in losses for the teams. A source close to the situation estimates that the counterproposal by the union would result in projected losses of over \$460M over the lifetime of the agreement for WNBA teams. As a result of the continued talks, the WNBA players have authorized the union executive committee to call a strike when necessary.

"I'm feeling better. I'm feeling like the owners are finally really acknowledging and being receptive of what we want and the players as well," said Breanna Stewart, the WNBPA Vice President. The WNBPA is represented by Terri Jackson (WNBPA Executive Director), Nneka Ogwumike (WNBPA President), and Erin D. Drake (WNBPA Senior Advisor & Legal Counsel). "We believe that the WNBA's proposal would result in a huge win for current players and generations to come," the WNBA said in a released statement. The WNBA is represented by Commissioner Cathy Engelbert and members of the WNBA Labor Relations staff. With the expansion drafts of both the Toronto Temp and Portland Fire on the horizon, the two sides will look to strike an agreement before the start of the season on May 8, 2026.

Tennessee Judge Denies Volunteers Quarterback Joey Aguilar's Temporary Injunction

By Kiland Harrison

On February 20, 2026, Chancery Court Judge Christopher D. Heagerty denied University of Tennessee quarterback Joey Aguilar's request for a temporary injunction against the National Collegiate Athletic Association. Judge Heagerty struck down Aguilar's claim for an extra year of eligibility in the Knox County Chancery Court located in Knoxville, Tennessee. The injunction would have allowed the quarterback to play for the Volunteers next season.

Joey Aguilar began his collegiate career in 2021 at a community college in California, then transferred in 2023 to Appalachian State, his first NCAA Division I school. Aguilar set several program passing records in just two seasons before transferring to UCLA during the 2024 winter transfer portal window. However, Aguilar ultimately played this past season at the University of Tennessee after former Volunteers quarterback Nico Iamaleava signed with UCLA in the spring of 2025. Joey Aguilar was originally part of former Vanderbilt quarterback Diego Pavia's lawsuit against the NCAA, challenging the JUCO rule limiting Division I eligibility for community college transfers. The NCAA has been sued more than fifty times regarding eligibility, with only twelve injunctions granted. Since seven of those wins came in state courts, in late January 2026, Aguilar severed from Pavia's federal lawsuit to pursue his own claim in a Tennessee state court, even securing a temporary restraining order on February 4.

In considering the temporary injunction, the Tennessee court evaluated the potential threat of irreparable harm to Joey Aguilar, similar to how the federal court did on Pavia's behalf. Although the Tennessee quarterback would potentially forfeit around two to three million dollars in NIL opportunities, Judge Heagerty explained that granting Aguilar an injunction could have major consequences, such as creating "significant ambiguity and uncertainty regarding the eligibility rules of the NCAA." Judge Heagerty also concluded that Joey Aguilar "has a low likelihood to succeed on the merits of his claim."

"[T]he judge's decision . . . demonstrates the court's consideration of eligibility standards and protecting access to the collegiate experience for current and future student-athletes," said the NCAA in a statement following the decision. "[We are] making changes to deliver more benefits to student-athletes and will continue to work with Congress . . ." The NCAA was represented

by Taylor J. Askew of Holland & Knight LLP, in Nashville, Tennessee. "The college football world, though, will be a little less fun without Joey Aguilar ripping those 50-yard bombs in Neyland Stadium," ESPN analyst Greg McElroy said. Joey Aguilar was represented by Cameron T. Norris of Consovoy McCarthy PLLC, headquartered in Boston, Massachusetts. Currently, Aguilar has not indicated an appeal of the court's decision, which is more difficult now that he plans to attend the 2026 NFL Scouting Combine. However, it remains unclear whether Aguilar will participate in the throwing portion of the quarterback workout scheduled for Friday, February 27.

Detroit Lions Fan Files \$100 Million Defamation Suit Against DK Metcalf and Others

By Emma Fernald

On February 3, 2026, plaintiff Ryan Kennedy sued Pittsburgh Steelers wide receiver DK Metcalf as well as Shannon Sharpe, Chad Johnson, and others in Wayne County Circuit Court in Detroit for defamation, civil rights violations, and related claims. The suit alleges that Metcalf falsely accused Kennedy of using racial slurs during a December 2025 altercation at Ford Field, causing reputational harm, economic damage, and threats to his personal safety.

On December 12, 2025, during a game between the Detroit Lions and the Pittsburgh Steelers, DK Metcalf and Lions fan Ryan Kennedy exchanged words near the Steelers' sideline. Following those words, it appears that Metcalf grabs Kennedy by the shirt and swings in an upward trajectory at him. After the physical altercation, the NFL suspended Metcalf for two games. Kennedy contends that Metcalf later accused him of using racist language, but the Detroit Lions' Ejections & Incident Review Committee stated that investigators found no evidence supporting those claims. Kennedy further alleges that Shannon Sharpe and Chad Johnson repeated the accusations on the "Nightcap" podcast, leading to widespread media coverage that damaged his reputation and caused economic harm. He seeks more than \$100 million in damages and court-ordered public retractions.

"What's been said about me on national and international media is false. Being publicly labeled a racist based on something I did not say has caused serious damage to my family, business, reputation and has put my personal safety at risk," Kennedy said in a statement announcing the lawsuit. Kennedy is represented by Jonathan R. Marko of Marko Law in Detroit, Michigan, who stated that Kennedy seeks damages, "as well as court-ordered public retractions from all

defendants to clear his name. Mr. Kennedy maintains that he never used any racial slurs or hate speech whatsoever.” The case is pending in Wayne County Circuit Court.

Floyd Mayweather Jr. Sues Showtime for at Least \$340 Million Over Earnings

By Jake Dicker

On February 3, 2026, Floyd Mayweather Jr., the highest-paid boxer in history, sued television network and mass media company Showtime Networks as well as ex-chief of Showtime Sports Stephen Espinoza in the Superior Court of California in Los Angeles for financial fraud, breach of fiduciary duty, and conspiracy. Mayweather claims that the defendants systematically diverted funds he earned from fights into hidden accounts, amounting to over \$340 million in damages.

Mayweather, now 48, earned over \$1.2 billion throughout his 21-year career, but claims over \$340 million of that total is missing as a result of the defendants’ fraudulent scheme. In 2013, Mayweather signed a record-breaking four-year deal with defendants Showtime and Espinoza, which in part guaranteed over \$100 million each for just two individual fights. During the course of the deal, however, Mayweather alleges his earnings were intentionally funneled into hidden accounts by the defendants, allowing Al Haymon, his ex-manager, to take significant portions of money off the top for himself. Additionally, Mayweather alleges that Showtime has yet to pay him more than \$20 million for a 2015 match. Mayweather claims that when he pressed Haymon and the defendants about the missing funds and asked for access to his earnings, he was told they had gone missing and that the records relating to the incident were destroyed in a flood. Showtime subsequently refused to investigate further as the statute of limitations had passed. Mayweather now seeks the \$340 million in question in compensatory damages, as well as punitive damages, in order to punish and dissuade any related actions by the defendants in the future.

“When questions [about the missing funds] arose, Haymon often provided reassurances without documentation, and Mayweather, given his trust, often accepted those explanations. This lack of oversight set the stage for the concealed scheme...” wrote Bobby Samini, of Samini Block APC in Orange County, in the plaintiff’s complaint. A spokesperson for Showtime’s parent company, Paramount, has responded to these allegations by stating

that “these baseless claims lack legal or factual merit, we strongly reject them and will respond accordingly through the court process.” The complaint has been filed, and no judge or hearing has yet been set.

Terry Rozier Wins Salary Dispute Over the NBA

By Hailey Bell

On February 2, 2026, an arbitrator ruled in favor of Miami Heat’s Terry Rozier in a salary dispute with the NBA that started after he was federally indicted in a gambling investigation. Rozier was arrested in October along with Portland Trail Blazers coach Chauncey Billups and former player and coach Damon Jones as part of a federal gambling probe.

Rozier was arrested on October 23, 2025, and was charged with conspiracy to commit wire fraud and conspiracy to commit money laundering—two charges that potentially could carry up to twenty years in prison each. He plead not guilty to both charges. At the time of his arrest, Rozier was in the final year of his four-year, \$96.3 million contract with the Charlotte Hornets in 2021. He was traded to the Heat in January 2024 and is on the team’s cap sheet for \$26.6 million this season, \$25 million of which is guaranteed. The NBA and Heat agreed to hold Rozier’s salary in escrow while the case was in arbitration, and the NBPA then appealed the agreement to withhold his salary. Rozier remains on the Heat, but he has not appeared in a game yet this season.

“Terry won today under principles of contract law and the Collective Bargaining Agreement between the league and the players, but the bigger principle at issue is the presumption of innocence,” Rozier’s attorney, Jim Trusty of Ifrah Law in Washington, D.C., said. “Today’s arbitration ruling reminds the NBA that they can’t ignore that important concept just because it’s a high-profile case.” An NBPA spokesperson stated, “We are pleased with the arbitrator’s ruling and remain committed to ensuring that Terry’s due process rights are protected and that he is afforded the presumption of innocence throughout this process.” The arbitrator found that the NBA’s CBA prevents players from being put on unpaid leave except for cases involving child abuse and domestic violence. Due to the arbitrator’s ruling, Rozier will be paid his salary.

Ole Miss Quarterback Trinidad Chambliss Granted Injunction for 2026 Season

By Anthony J. Kolarik IV

On February 12, 2026, in the Calhoun County Chancery Court of Mississippi in Portsboro, Judge Robert Q. Whitwell granted Ole Miss quarterback Trinidad Chambliss an injunction that allows him an extra year of eligibility in the case of *Chambliss v. National Collegiate Athletic Association*. Judge Whitwell held that the NCAA's denial of eligibility was in bad faith, stating that officials had ignored evidence of Chambliss's medical issues from early in his collegiate career.

Ahead of his fall 2025 transfer to Ole Miss, Chambliss was unable to compete during the 2022 season at Ferris State due to respiratory issues and did not appear in any games that year. After Chambliss's breakout season for the Rebels in 2025, he filed a petition for an extension-of-eligibility waiver, as he had already competed in five collegiate seasons. The Lafayette County Chancery Court in Oxford denied the petition because of his alleged failure to provide sufficient documentation of his illness in 2022. In this trial, Chambliss testified that the Ferris State coach, Tony Annese, had promised him he would get a medical redshirt before the 2022 season started. Joe Judge, assistant coach at Ole Miss, also testified, demonstrating the potential irreparable harm to Chambliss's National Football League career. Opposing the injunction, the NCAA argued that within Chambliss's medical records, it was indicated that he chose to forgo surgery in 2022 in order to participate in the season. The NCAA further claimed that Chambliss's eligibility issue would have been different if he had stayed at Ferris State, as he would have been able to enroll as a part-time student to play in this contested sixth year.

During the hearing, Judge Whitwell characterized the NCAA's behavior as "disrespectful and almost ludicrous." He agreed with Chambliss that the NCAA ignored medical evidence in denying his petition, that Chambliss submitted adequate medical records, and that Chambliss plainly met the criteria for a medical redshirt for a sixth season, granting the motion for a preliminary injunction against the NCAA.

"We believe this outcome affirms what we have maintained throughout this process that Trinidad deserves the opportunity to compete and complete his collegiate career on the field," said Ole Miss in a statement. Chambliss is represented by Thomas A. Mars of Mars Law Firm in Rogers, Arkansas, and by William Liston of Liston & Deas in Ridgeland, Mississippi. "This decision in a state

court illustrates the impossible situation created by differing court decisions that serve to undermine rules agreed to by the same NCAA members who later challenge them in court," said the NCAA. The NCAA is being represented by J. Douglas Minor, Taylor J. Askew, and Daniel J. Zeitlin of Holland & Knight in Atlanta.