MAY 2025

SLA MONTHLY Highlight Reel

THE NEWSLETTER OF THE SPORTS LAWYERS ASSOCIATION

Annual SLA Conference Will Attract Record Numbers

It's' not too late to register for the Sports Lawyers Association (SLA) Annual Conference next week in Nashville.

But you better hurry.

Early reports suggest that the number of attendees will approach 1,000, setting a record and re-affirming its status as the most important gathering of sports lawyers on the planet.

The schedule begins Wednesday, May 14, at 3 p.m. with the Academic Research Paper Session and wraps up with a mid-day session on Saturday, May 17, with a panel addressing The Broad Impact of the Evolution in College Athletics.

Prospective attendees can now register for the event **https://www.sportslaw.org/conferences/2025conf/registration/index.cfm**.

The NBA Secret Formula: An Analysis of the New York Knicks and Toronto Raptors Lawsuit

By Matthew Holt, of Jones, Skelton & Hochuli

In the competitive world of professional sports, teams are constantly seeking advantages over one another. This pursuit often leads to disputes that transcend what happens between the lines, finding their way into the legal arena. One such case is the recent lawsuit involving the New York Knicks and the Toronto Raptors, which raises significant questions regarding trade secrets in the realm of sports. This article explores the details **See NBA on page 7**

IN THIS ISSUE

Seiger Finds His Niche as an Immigration Lawyer Serving the Sports Industry

For Robert C. Seiger, a partner in the Philadelphia office of Robinson+Cole, taking a leadership role with the Sports Lawyers Association by serving on committees was an obvious call.

Afterall, the sports industry has been very good to Seiger, who is known across the country for his work in the field.

Today, Seiger represents clients in professional and collegiate sports, including football, baseball, soccer, motor racing, and golf, as well as in the entertainment industry. He serves as outside immigration counsel to several National Hockey League franchises and represents college and university athletic departments in immigration and related compliance issues for their foreign athletes.

ROBERT C. SEIGER

To learn more about his work, we reached out to him for the following interview.

Question: How are you helping SLA and why did you decide to volunteer?

Answer: I have been fortunate to be involved with the SLA for many years now. I continue to be impressed with both how dynamic an organization the SLA is, and equally impressed just how engaging the membership is. Taking that further, the SLA in my opinion is not just an industry group of lawyers who happen to work in sports, but alternatively an active group of thought leaders advocating for and positively influencing the industry. I also have been so impressed with how the membership is eager to advance the next generation of young lawyers coming up and looking for opportunities to enter the industry. At every SLA Conference I have been fortunate to attend, it has been amazing to see how engaged the membership is to want to speak with and help mentor these newer members. Outside of my practice, I am also lucky to continue to as an Adjunct sports law professor at Villanova Law School close to where I live outside of Philadelphia. I always encourage my students to look to the SLA as a great place to meet industry lawyers who want to help them network and be successful. Which brings me to my own desire to help the SLA. I have been fortunate to have practiced immigration law in the sports industry for going on 28 years now. In cooperation with Board leadership of the SLA, I have recently been given the amazing opportunity to help the SLA and its membership in leading a sports immigration sub-committee. Through this committee and the members that will work with me on this committee, I hope to assist the SLA in being seen as a thought leader as to relevant immigration issues as affecting the sports and entertainment industries.

Q: Tell us about your legal practice?

A: I have been practicing immigration law for going on 28 years now with about 25 of them being dedicated to clients in the sports industry. More important than me, I am lucky to have a great team of attorneys and support staff who all have a deep understanding and appreciation for how immigration is nuanced practiced in the sports industry. We understand both the importance of how positive results of our work allow our clients to keep their teams on the field, but equally understand our support role to team operations for the teams, leagues, and franchises we are fortunate to represent. Our clients hire and retain us not only to effectively get visas for their players and support talent, but to partner with them to develop both short- and long-term strategies to manage their current and prospective rosters. For example, how can a professional soccer team develop immigration best practices to maximize their international rosters to be able to continue to recruit and retain talent. Our sports immigration team here at Robinson + Cole is fortunate to represent a wide range of stakeholders in sports. We represent teams and athletes in the big four sports of hockey, baseball, football, and basketball. We also represent teams and athletes in professional soccer, motor racing, golf, and tennis, among others.

Q: What led you to integrate sports into your immigration law practice?

A: I have been very fortunate to develop a career in an industry that has been very close to my heart. I am Philadelphia born and raised. In Philly, you know the seasons are changing when you switch over from your Eagles (Go Birds!) to your Phillies jersey. I was also fortunate to both go to high school and college in close proximity to the Schuylkill River, so I have spent a large part of my young adult as a competitive rower. These experiences forged my passion for the industry. Coming out of law school at Villanova, I was looking for an opportunity to merge my career with my passion for sports. Like most young lawyers, my first job led to my first exposure to immigration law because a partner at my law firm needed a young associate to figure out how to get an automotive industry executive into the United States. I call it the "tag your it, Rob" moment of my law career. Around the same time my wife and I moved to Haddonfield, New Jersey. Long story short, I truly owe my then few doors down neighbor forever for being my entry point into sports. We became good friends first. He later became the Assistant General Counsel for a professional hockey team, and we worked on an immigration matter together. That was the catalyst for my sports industry career. A good friend gave me a chance.

I have recently been given the amazing opportunity to help the SLA and its membership in leading a sports immigration sub-committee. Through this committee and the members that will work with me on this committee, I hope to assist the SLA in being seen as a thought leader as to relevant immigration issues as affecting the sports and entertainment industries.

Q: What trends are you following closely at the intersection of sports and integration law and why?

A: Despite the immigration priorities of any administration, sports teams carry on business as usual. Whether it's the roster of a professional hockey team or the driver roster of an Indianapolis based motor racing team, our industry employs a significant amount of foreign talent. Adjacent to the players, team support including coaches, scouts, and related support are often from outside of the United States. Parenthetically, one of the most prominent engineers today in Indy racing is from France. That's a long introduction to the concept that foreign talent is critical to the success of the American sports industry. Trends we are watching include the net effect on industry stakeholders of the current administration's efforts to reshuffle immigration priorities. Coming into focus will also be the World Cup and the LA Olympics which by nature traditionally bring a significant pool of athletes and fans from outside the United States. On the college and university front, NIL as impacting the foreign national student continues to trend as an evolving issue.

Time To Renew for 2025

SLA membership connects you with a dynamic network filled with essential knowledge, resources, and opportunities that foster both personal and professional growth. As a member, you'll enjoy exclusive access to:

- Monthly electronic newsletter
- Access to the yearly *Sports Lawyers Journal*
- A subscription to *Sports Business Daily*
- Discounts for both the 2025 Annual Conference in **Nashville**, TN and the 2025 Fall Symposium in **London**, England
- Continuing Legal Education credits
- Exclusive members-only programming

Don't let this opportunity pass by—**renew or join** today and start leveraging all the incredible advantages that come with SLA membership.

SLA MEMBERS in the News

BakerHostetler's Ron Gaither, Others Represent Sponsorship Negotiation Involving Unrivaled Basketball League

BakerHostetler's sports practice group represented Mount Sinai Medical Center of Florida in negotiating a sponsorship and medical services agreement with Unrivaled LLC, the privately held company that developed, owns and operates a newly formed, professional, three-on-three women's basketball league.

The endeavor, co-founded by current U.S. Olympians Napheesa Collier and Breanna Stewart, has garnered plenty of attention for offering a domestic opportunity for WNBA (Women's National Basketball Association) players to compete during the offseason. It was built in collaboration with the sports' biggest stars and boasts unique features such as the highest average salaries in women's sports history, as well as all 36 initial players receiving equity ownership.

Mount Sinai Medical Center of Florida – the largest, private, independent, not-for-profit teaching hospital in the state – welcomed the opportunity to be involved with the league: Its services include board-certified and fellowship-trained sports medicine, primary care and other physicians providing expert care for the diagnosis, treatment and prevention of sports-related injuries.

Ron Gaither, Nicholas Simon and Yaima Seigley drafted and negotiated the sponsorship and medical services agreement necessary to provide certain services to the professional athletes in exchange for certain sponsorship benefits.

Melissa Robertson Promoted to SVP and General Counsel of Mariners

Robertson began Mariners career in 2008, and was serving as VP and Deputy General Counsel; Fred Rivera transitions to Special Advisor role with club

Seattle Mariners President of Business Operations Kevin Martinez has announced that Melissa Robertson has been promoted to Senior Vice President and General Counsel for the organization. Robertson will report directly to Martinez and joins the club's senior leadership team.

Robertson is in her 18th season with the Mariners after joining the club in 2008. She leads all aspects of the Club's legal affairs, serving as a legal resource to all Club departments including baseball operations, ballpark operations, corporate partnerships, marketing, people & culture, and sales. She also manages the Club's litigation matters, oversees government relations at the federal, state, and local level, and acts as counsel to the Mariners non-profit foundation, the Seattle Mariners Foundation.

Prior to joining the Mariners, Robertson was an attorney at Perkins Coie in Seattle from 2003–2008, where she served as outside counsel to the Mariners. Robertson serves on the Board of Directors for YWCA Seattle/King/Snohomish and has volunteered as an attorney for the King County Bar Association Housing Justice Project in connection with Home Base, an eviction prevention program that is a cooperative effort of the Seattle Mariners, United Way of King County and King County Bar Association.

A Seattle native, and lifelong Mariners fan, Robertson is a 1998 honors graduate of Scripps College in Claremont, California and 2003 graduate of University of Washington School of Law, where she served as Executive Articles Editor for the Washington Law Review.

Dennie Represents Former College Football Player Against Insurance Company

Christian Dennie of the Dennie Firm is representing a college football player, who suffered a catastrophic injury on the field, then sued an insurance company for breach of contract, violations of the Texas Insurance Code, and violations of the Texas Deceptive Trade Practices Act.

Dennie's client, plaintiff Sevyn Banks, alleges that the defendant, Certain Underwriters of Lloyd of London, "delayed and failed to pay [him] the benefits he is entitled to receive under the terms of [an insurance] policy."

The news was reported in Sports Litigation Alert.

Banks was a 4-star high school football player, who was widely recruited as one of the top defensive backs in the country. He ultimately accepted a full scholarship to play football for Ohio State University. Banks began his career with the Buckeyes in the fall of 2018.

Four years later, as a graduate transfer, he transferred to Louisiana State University to play football for the SEC school. Then, on October 1, 2022, during the opening kickoff in LSU's game against Auburn, Banks "went to make a tackle and collided head-to-head with the ball carrier," according to the complaint.

"At the time of the collision and for a significant period of time thereafter, Banks was paralyzed. He was taken from the field on a stretcher and transported to a hospital in Auburn." Banks never played another down of the football. This was tragic in that he had been projected to be a first-round pick in the NFL draft, according to the complaint.

Five days after the head-to-head collision, on October 6, 2022, an "athlete's disability application – proposal" was submitted to the defendant on Banks' behalf. In the application, Banks "disclosed a litany of previous injuries, surgeries and medical treatment, including specifically the cervical spine injury sustained" during his last game and his ongoing treatment for that injury. He also submitted a "medical" application in which his injury was "disclosed in more detail by an LSU physician." Specifically, the application detailed that the injury occurred at the C4-C5 level and as a result Banks experienced significant side effects, including paralysis. The complaint summarized the LSU's physician's findings, noting that Banks "remains mere centimeters away from being paralyzed from the neck down if he sustains hard pressure to the head."

On October 24, 2022, Banks obtained a permanent total disability policy, underwritten by the defendant with a lump sum benefit for $1 million for the period of September 16, 2022 through August 1, 2023. This policy period began 15 days before the injury in question. The description of benefits outlined coverage for temporary and permanent total disability benefit.

Central to the plaintiff's claim was the fact that the policy "expressly states that all pre-existing conditions declared to the insurance company will be covered unless otherwise excluded in a special exceptions rider." The spinal cord injury was not mentioned.

Banks sent "a notice and demand" to the defendant's agent on October 17, 2024, seeking "a full lump sum benefit of $1 million due to the spinal cord injury preventing him from pursuing his chosen profession." Supporting documentation with the notice included an "attending physician's statement of disability," which suggested Banks never play football again because of the injury.

Despite this, the defendant "delayed and failed to pay Banks the benefits he is entitled to receive under the terms of the policy," according to the plaintiff.

In the complaint, the plaintiff argued the defendant breached its contract (count 1), as well as violated the Texas Insurance Code (count 2) and the Deceptive Trade Practices Act (count 3).

Under count 1, the plaintiff alleged that he entered into a contract that required the defendant "to pay [him] a lump sum benefit of $1 million for any injury sustained during the policy period that resulted in permanent total disability."

Regarding count 2, the plaintiff maintained that "since being alerted to the failure, breaches, acts, and omissions, [the] defendant has failed to make an offer to pay the

damages obviously incurred by plaintiff and covered by the [insurance] policy. In fact, [the] defendant has knowingly and intentionally wasted time and failed to enter into productive communications with plaintiff."

As for count 3, he maintains that the defendant's "actions and inactions constitute false, misleading and deceptive acts," which are "a producing cause of plaintiff's damages."

Irwin P. Raij Named 'Dealmaker of the Year' at the 2025 Florida Legal Awards

Daily Business Review has named Irwin P. Raij "Dealmaker of the Year" at the 2025 Florida Legal Awards. The annual awards celebrate "professional excellence in the legal community." Raij co-chairs Sidley's Entertainment, Sports, and Media industry group. He focuses his practice on the business of sports. This includes representing clients in sports-anchored public-private partnerships for both professional and collegiate stadiums and related ancillary development, construction, and financing. His practice also includes representing both buyers and sellers of sports franchises in professional sports leagues, media rights, concessions, and promotional and advertising agreements (including naming rights, merchandising, and operational agreements). His clients include individuals, leagues, teams, universities, financial institutions, and local and state governments.

NBA continued from page 1

of the lawsuit, the legal implications for trade secrets, and broader implications for professional sports organizations.

Background of the Lawsuit

In 2023, the New York Knicks ("Knicks") filed a lawsuit against their division-rival Toronto Raptors ("Raptors"), alleging that the Raptors had improperly obtained and utilized confidential information relating to player scouting, game strategies, and other proprietary data.[1] The Knicks claimed this breach of trade secrets was a result of the Raptors hiring a former Knicks employee, Ikechukwu Azotam, a director of video/analytics/player development assistant who had access to sensitive information during his tenure with the team.[2] Further, the Knicks alleged that the head coach of the Raptors conspired with this employee to bring this information over to the Raptors.

The Knicks contended that this information constituted trade secrets under both federal and state law, specifically the Defend Trade Secrets Act (DTSA) and the Uniform Trade Secrets Act (UTSA). The suit sought damages for the alleged misappropriation of these secrets and an injunction to prevent further use of the proprietary information.

Trade Secrets: Legal Framework

Definition and Criteria

Trade secrets are defined under the DTSA as information that (i) derives independent economic value from not being generally known to, or readily ascertainable by, others, and (ii) is subject to reasonable efforts to maintain its secrecy.[3] The key elements of trade secrets include:

1. Secrecy: The information must be kept confidential and not be available to the public.

2. Economic Value: The information must provide a competitive advantage.

3. Reasonable Efforts: The holder of the trade secret must take steps to protect it, such as nondisclosure agreements (NDAs) and internal controls.

In the context of professional sports, trade secrets can include a variety of sensitive data such as player performance metrics, scouting reports, and proprietary training techniques. This data at times is available to the public or the league at large; however, how a team uses the data and breaks it down can create a proprietary interest and lead to this information qualifying as a trade secret.

Legal Protections

The DTSA provides federal protection for trade secrets and allows for civil remedies, including monetary damages and injunctive relief. The UTSA, a model code regarding trade

secrets adopted by many states, offers similar protections at the state level. Both frameworks emphasize the need for reasonable measures to protect trade secrets, which can include employee training, confidentiality agreements, and secure data management systems.

Analysis of the Knicks-Raptors Case

Allegations of Misappropriation

The Knicks' lawsuit hinges upon the assertion that the Raptors had engaged in misappropriation by employing a former Knicks staff member who had access to sensitive materials. The Knicks argued that this employment constituted a breach of trust and confidentiality, as the employee would have been privy to information that the team had invested considerable resources to develop and protect.

The Raptors countered these claims by asserting that the information in question was either publicly available or independently derived, thereby falling outside the scope of protected trade secrets. The outcome of this case was expected to hinge on the determination of whether the Knicks had taken sufficient measures to protect their proprietary information and whether the Raptors' actions constituted a breach of those protections.[4]

Legal Implications

The case carries significant legal implications for how trade secrets are viewed and protected in professional sports. A favorable ruling for the Knicks could establish a precedent that courts will stringently protect confidentiality practices within sports organizations, forcing teams and employees to become even more conscientious of confidentiality issues when staff transition between franchises. Conversely, a ruling in favor of the Raptors may assuage teams' fear of legal repercussions when recruiting or hiring employees from other franchises, potentially undermining the protections afforded to trade secrets.

This case spent over a year in the courts before being sent to arbitration through the NBA to be resolved. This is due to a provision in the NBA Constitution, which forces disputes between teams to be settled via league-sponsored arbitration.[5] The Knicks attempted to argue that the provision was too broad and would allow for non-basketball issues to be forced into arbitration if it involved a dispute between teams or their employees. However, the judge ignored this claim because that issue is beside the point as the alleged trade secret misappropriation is an issue regarding fair play and basketball operations, which is well within the purview of this arbitration provision.[6] Furthermore, the Knicks attempted to highlight the potential for bias due to Commissioner Adam Silver's close relationship with the Toronto Raptors' owner, and chair of the NBA Board of Governors, Larry Tanenbaum.[7] However, the judge was once again unconvinced by claims of impropriety by the Knicks. The judge pointed out that the Knicks agreed to this provision in their agreement with the NBA knowing Silver could have biases. As the NBA waits for the decision to be handed down from Commissioner Silver, the sports world at large could also be impacted by the ripple effects of the decision. This case could lead to teams and leagues taking a much different approach in how they go about protecting their intellectual property.

Broader Implications for Trade Secrets in Sports

Competitive Advantage

The sports industry is characterized by its competitive nature, and teams are continuously searching for methods to gain an edge over their rivals. In the NBA this can be seen in the massive explosion of analytics and film study being used on a broader scale by teams throughout the league. Even in the past 10 years there has been a massive shift in how the sport is played and what data teams look at in order to gain a competitive edge.[8] This will only continue to change as teams get better at utilizing data to find solutions for their issues. Along with new ways to analyze data with the integration of wearable technology

like WHOOP and other devices, there is now more data than ever for teams to analyze.[9] This data holds immense value to teams for their own use and for opposing teams looking to gain an edge. Accordingly, teams have and will continue to fiercely guard against misappropriation of their proprietary data in these areas.

The management of trade secrets will play a crucial role in organizations in order to maintain their competitive edge. Organizations invest heavily in analytics, scouting, and player development, all of which can be considered trade secrets if proper steps are taken to protect this valuable information. The outcomes of cases like the Knicks-Raptors lawsuit may influence how teams approach the development and protection of these assets.

Employee Mobility and Trade Secrets

The Knicks-Raptors case also touches on the broader issue of employee mobility in professional sports. The sports industry often witnesses the movement of personnel among teams, raising questions about how much information an employee can carry to a new organization. In many sports it is not uncommon for employees to move team to team very quickly with little to no time off in between. However, some sports, like Formula 1 ("F1"), institute a leave period, often referred to as garden leave, in which employees are paid a pre-negotiated amount by their former team to wait a year before moving to their next job.[10] This is commonplace in F1 and often leads to engineers or technical directors sitting out for a season while still being paid. This allows their former team to change their tactics so that the former employee cannot take valuable information over to their new employer. While the legality of non-compete clauses has been challenged in the United States[11], a garden leave policy like in F1 would remove the issue of limiting earning capacity by covering their salary in exchange for their compliance with the leave clause.

I don't believe garden leave provisions will ever become common in American sports leagues for several reasons. First, there is the issue of precedent. In American leagues coaches and staff move from organization to organization all the time without having to sit out for a year. Introducing such a restriction would be unprecedented, limiting career opportunities for these coaches. Furthermore, the cost benefit analysis of paying a staff member their salary to not work for a year does not make sense for American leagues. In F1, hiring a technical director from a competitor can result in moving up in the standings, potentially worth millions in prize money. However, leagues like the NFL, NBA, or MLB do not have the same level of specific prize money allocated for placement, while there is also a weaker correlation between staff and league success. For example, some coaches in these leagues have won numerous titles but often cannot recreate the same success when brought to other organizations. The competitive style and structure also differs significantly. In F1, these technical directors compete against their previous teams every week, whereas in American leagues, teams might only face their former staff members a few times a year. This reduces the perceived threat of insider knowledge.. Moreover, the cost is going to often be higher in American sports due to the inflated contracts some coaches have, but the benefit will be much lower. Instead, robust confidentiality clauses can effectively protect sensitive information without requiring organizations to pay large sums to employees.. Considering these factors, along with other challenges,, it is rather unlikely we will see this approach taken up in American leagues.

While unlikely a system like garden leave comes into play in Americansports leagues, it is an interesting thought ahead of the Knicks-Raptors arbitration decision. If the arbitration yields a decision which leans toward protecting trade secrets more robustly, this could lead to stricter limitations on the movement of personnel in the NBA and elsewhere, impacting team dynamics and career trajectories. It could also lead to more stringent confidentiality and non-disclosure provisions in contracts for staff members that would greatly decrease their ability to carry over information learned in previous positions.

Evolving Nature of Trade Secrets

The digital age has transformed how teams gather and store data. With the increasing reliance on technology for player evaluation and performance metrics, the risk of trade secret misappropriation has grown. The Knicks-Raptors lawsuit highlights the need for organizations to adapt their trade secret protections to address these evolving threats. This may include investing in cybersecurity measures and em-

ploying technology that ensures confidential information remains secure.

Conclusion

The legal battle between the Knicks and Raptors serves as a critical case study in the realm of trade secrets within professional sports. It underscores the importance of robust protections for proprietary information, the competitive nature of the sports industry, and the implications of employee movement on trade secret law. As the case unfolds, it will undoubtedly influence how sports organizations approach the safeguarding of their intellectual assets, the legal frameworks that govern such protections, and hiring practices.

The outcome of this lawsuit has the potential to reshape the landscape of trade secrets in sports, impacting how teams manage their confidential information and the legal obligations that arise from the complex interplay of competition, innovation, and personnel movement in the high-stakes world of professional athletics.

Footnotes

1 Baxter Holmes This isn't the 11 herbs and spices': Inside this unprecedented Knicks-Raptors lawsuit Nov. 30, 2023 8:00 AM ET ESPN **https://www.espn.com/nba/story/_/id/39007136/this-11-herbs-spices-unprecedented-knicks-raptors-lawsuit**

2 *Id.*

3 18 U.S.C. § 1839.

4 Michael McCann, Knicks-Raptors Espionage Case Heads to Arbitration, Sportico, June 29, 2024 8:00 AM, **https://www.sportico.com/law/news/2024/knicks-raptors-trade-secrets-arbitration-1234786067/**

5 *Id.*

6 *Id.*

7 *Id.*

8 Dwight Powell, Exploring the Evolution of Basketball Analytics, EuroBasket (Feb. 10, 2024) **https://www.eurobasket.com/Eurocup/news/853183/Exploring-the-Evolution-of-Basketball-Analytics**

9 Mike Guevara, How WHOOP Helps Me Build Trust with NBA Players, WHOOP (May 11, 2018)**https://www.whoop.com/bh/en/thelocker/whoop-performance-coach-build-trust-nba-players/**

10 Fred Smith, Aston Martin's New Technical Director May Not Start for "A Couple of Years", ROAD AND TRACK (Jun. 25, 2021), **https://www.roadandtrack.com/news/a36843834/aston-martins-newtechnical-director-may-not-start-for-a-couple-of-years/**.

11 Rob Wile, Biden administration bans noncompete agreements, setting up legal showdown with business groups, NBC News (Apr. 23, 2024 2:57 PM MST), **https://www.nbcnews.com/business/business-news/biden-administration-bans-noncompete-agreements-setting-legal-showdown-rcna149069**

Knicks and Raptors Set Arbitration Hearing to Resolve Trade Secrets Dispute

By Katharina Mente & Leilany Rodrigu

On March 1, 2025, attorneys for the New York Knicks and the Toronto Raptors jointly filed a letter with the U.S. District Judge Jessica Clarke, announcing that their NBA arbitration hearing will take place the week of July 21, 2025. This arbitration hearing will address the allegation that the Raptors received confidential Knicks scouting reports, play frequency data, and analytics materials from former Knicks analytics staffer Ikechukwu Azotam, providing the Raptors with an unfair competitive advantage.

The Knicks initially sued the Raptors in 2023 in the Southern District of New York for misappropriation of trade secrets, accusing Azotam of acting as a "mole" for the Raptors. The lawsuit named Raptors' head coach Darko Rajaković as one of the people who received the stolen information. The Raptors denied the accusations and argued that the lawsuit was preempted by the National Basketball Association's contractual framework, which requires disputes between teams to be resolved through league arbitration. Judge Clarke ruled in

December of 2024 that the dispute fell under the NBA commissioner's jurisdiction, citing case precedent that bound the Knicks to arbitration under their contractual agreement with the league.

"We continue to remain skeptical of this process, as the NBA has consistently demonstrated that it has no desire to address this blatant theft of proprietary information, likely because the Chairman of the NBA is the defendant," a spokesperson for MSG said in a statement to Sportico. "It's been 18 months since our original complaint was lodged, and even after the court ordered the NBA to schedule a hearing, the NBA neglected to do so and only took action after the last filed joint status report in December." The Raptors declined to comment when reached by Sportico, and the NBA has not issued a public statement. The arbitration will proceed under the authority of Commissioner Adam Silver, whose ruling is expected to be final and binding, though the losing party may seek limited judicial review in federal court.

Pac-12 and Mountain West Move to Stay Antitrust Lawsuit to Negotiate Settlement

By Julia Balot, Ke'Lynn Enalls, & Kate Ragusa

The fees, contractually agreed upon, apply to five schools—Boise State, Colorado State, Fresno State, San Diego State, and Utah State—set to join the Pac-12 in 2026. The Pac-12 contends that these penalties, totaling $55 million, are excessive and restrict their ability to recruit new members and rebuild after previous membership losses. In response, the Mountain West Conference contended that the fees were a measure of protection, arguing that they were legally binding and essential to maintaining stability among member institutions.

Now, the two conferences claim to be "diligently working to schedule a mediation that could resolve this matter

in its entirety." The Pac-12 Conference is represented by Eric H. MacMichael, Nicholas S. Goldberg, Anjali Srinivasan, Kelly S. Kaufman, Paul von Autenried, and Charlotte Kamai of Keker, Van Nest & Peters LLP in San Francisco. The Mountain West conference is represented by Eduardo E. Santacana, Simona Agnolucci, and Matt D. Basil of Willkie Farr & Gallagher LLP in San Francisco. The resolution of the matter will likely have large impacts, regardless of the outcome. Successful mediation and settlement would likely have an impact on a related lawsuit involving Colorado State and Utah State. In the absence of a settlement, the lawsuit could set a significant antitrust precedent regarding the enforceability of conference exit fees and recruitment restrictions throughout college athletics.

Mark Gastineau Sues Over "30 for 30" Footage

By Matthew Binder & Zach Morcate

On March 11, 2025, former New York Jets defensive end Mark Gastineau filed a twenty-five-million-dollar lawsuit in the U.S. District Court for the Southern District of New York against ESPN, the National Football League, NFL Films, and "30 for 30" co-directors James Weiner and Ken Rodgers. The lawsuit concerns the unauthorized use of video footage depicting a confrontation between Gastineau and retired quarterback Brett Favre on November 18, 2023.

In the video, which aired as part of ESPN's 30 for 30: The New York Sack Exchange in December 2024, Gastineau is seen confronting Favre over a play from the final game of the 2001 NFL season in which Michael Strahan recorded his twenty-second and a half sack, breaking Gastineau's 1984 single season record of twenty-two sacks. Gastineau's lawsuit claims that the encounter was aired without Gastineau's consent and that the video displays him "in a manner that is maliciously false." While the lawsuit acknowledges that Gastineau and ESPN signed a talent agreement in January 2024 for a ten-thousand-dollar fee, it claims that the defendants breached that agreement with the unauthorized airing of the exchange between Gastineau and Favre. It claims that the defendants misused the footage and that they are exploiting Gastineau's image for commercial gain. The lawsuit brings additional claims for breach of good faith, unfair competition, and violations of the federal Lanham Act and the New York Civil Rights Law.

"Yeah, right – when you feel down for him," Gastineau says. "I'm going to get my sack back. I'm going to get my sack back, dude." "You really hurt me. You hurt me, Brett," Gastineau says in the video before Favre is led away. Gastineau is represented by Christopher J. Cassar of The Cassar Law Firm, P.C. in Huntington, New York. ESPN and the NFL declined to comment. The case is pending before U.S. District Judge Paul A. Engelmayer, and no hearing date has been scheduled.

Both Fanatics' and Panini's Suits Against Each Other Will Continue, but Separately

By Matthew Cohen, Joseph Garofalo, & Samuel King

On March 10, 2025, Judge Laura Taylor Swain for the Southern District of New York partially denied and partially granted motions to dismiss filed by both Fanatics and Panini against each other, allowing the cases to continue separately. The litigation is centered around recent shifts in the trading cards market and each side's exclusive licenses within that market. Panini initiated this legal battle in 2023 by suing Fanatics for alleged antitrust violations, and Fanatics quickly countersued for unfair competition, tortious interference and breach of good faith.

Fanatics announced four years ago that it had obtained long-term exclusive licenses from the NBA, NBPA, MLB, MLBPA, the NFL and the NFLPA. Panini argued that this potential market domination violates antitrust law and will harm consumers. Fanatics disputed this contention and alternatively asserted that Panini lacked adequate standing to proceed with its antitrust arguments. However, Judge Swain mostly disagreed, writing that Panini had "adequately pleaded facts" to support the argument that Fanatics enjoys "monopoly power" through "its ability to set prices and exclude competitors." In contrast, Swain dismissed Panini's claim that it was injured in a way in which the law ought to remedy when Fanatics acquired Topp. Swain decided that Panini failed to sufficiently support this claim and wrote, "as one of the two remaining competitors in the field, Panini benefitted from the alleged market concentration as a prevailing duopolist with 'the opportunity and incentive' to increase prices." Turning to the other side of the countersuit, Swain issued another mixed ruling. She dismissed Fanatics' claim for unfair competition, but denied Panini's motion to dismiss Fanatics' claim for tortious interference. Lastly, in rejecting Panini's request for the two cases to be consolidated into a single case, she reasoned that the claims still "arise from a separate nucleus of core events." Therefore, the risk of bringing the two cases together, the judge wrote, would potentially lead to unnecessary prejudice.

Ultimately, Fanatics was "pleased" for the case "to move forward" and wanted to show "actual evidence" to prove their argument. In response to the ruling by Judge Swain, Stuart Singer, a managing partner at Boies Schiller Flexner in Fort Lauderdale, who represents Panini, said, "we are gratified by the federal district courts decision which upheld Panini's principal antitrust claims and state law claims against Fanatics." He continued saying this will "[preserve] meaningful competition in the global sports trading card business" which is "critically important for fans, players and collectors."

Fanatics and Marvin Harrison Jr. Settle Breach of Contract Dispute

By Trey Schwalb, Vicente Perez, & Everett Honour

On March 13, Harrison Jr. and Fanatics reached a settlement agreement over their 10-month breach-of-contract feud. The dispute initially arose when Harrison Jr. refused to sign merchandise or participate in promotional events. However, it later evolved into a bigger issue – including whether Fanatics would be allowed to sell Harrison's jersey.

In the initial lawsuit, Fanatics sued Arizona Cardinals rookie Marvin Harrison Jr. and his apparel company for violating an endorsement contract. Harrison and his father disputed the existence of a binding agreement. The contract was reportedly worth at least $1 million. The duties imposed upon Harrison Jr involved signing autographs and memorabilia and engaging in marketing activities. Fanatics accused Harrison of trying to make them offer the same terms as other companies, but without disclosing the offers. The company accuses Harrison of turning down a good contract with bonus features and trying to extort more money from them. In response, Harrison Jr attempted to withhold from signing the NFLPA's licensing agreement to halt the production and sale of his jersey. He did end up signing, but told the association to tell Fanatics, the Cardinals, and the NFL not to produce his jersey. This situation garnered media attention, notably from Pat McAfee of ESPN, who claimed Harrison Jr. had no deal with Fanatics. Fanatics claims that they attempted to reach Harrison Jr. regarding him to perform his part of the contract, but he had refused

to comply. They then proceeded to choose litigation against Harrison. Fanatics later added his father, Marvin Harrison Sr., to the lawsuit for his role in signing and negotiating the deal. Fanatics asserted that he had misled them into thinking Harrison Jr. was the signatory. Harrison later moved to dismiss the complaint, but the court denied this motion.

The representative for Fanatics stated, "[t]he dispute between Fanatics and Marvin Harrison Jr. has been resolved. The parties are pleased to have resolved this matter and looking forward to a productive working relationship going forward." The representative for Marvin Harrison Jr., Andrew K. Staulcup of New York, declined to comment. The dispute is now settled, and the parties aim to have a profitable venture in the future.

Pepperdine's Lawsuit is Moving Forward After Judge Rejects Its Bid for a Restraining Order Against Netflix and Warner Bros

By Sydney Marshall & Isabella Scarselli

On February 26, 2025, U.S. District Judge Cynthia Valenzuela denied Pepperdine University's restraining order bid, and Running Point was allowed to premiere the next day. The restraining order was part of a trademark infringement lawsuit filed by Pepperdine University against Netflix and Warner Bros. Discovery in connection with their new series Running Point.

The lawsuit was filed in the U.S. District Court for the Central District of California and details how the university wants to prevent consumer confusion and maintain its reputation. Pepperdine is moving forward with the lawsuit, claiming that Netflix and Warner Bros. Discovery misappropriated the school mascot (the Wave) and the school colors (orange and blue) and used the school's 1937 founding year as the lead basketball players' number.

The main question for the court to answer is whether there is a concern over consumer confusion. People familiar with Pepperdine, especially those located near the Southern California school, might be confused by the similarities between the college and Running Point teams. Pepperdine is seeking "injunctive relief to prevent further use of Pepperdine's trademarks" and an unspecified amount in damages.

University officials stated that "Running Point's portrayal of the "Waves" team will cause consumer confusion and falsely suggest an affiliation between Pepperdine and the show." The Netflix show includes "explicit content, substance use, nudity, and profanity," which are all "inconsistent with Pepperdine's Christian values and reputation." Sullivan & Cromwell LLP and Cisclo & Thomas LLP represent Pepperdine University.

Final Approval Motion Filed for NCAA House Settlement

By Alexandra Stone & Sophie Weeter

On March 3, 2025, attorneys for the plaintiffs in House v. NCAA filed a motion for final approval and response to objections, stating that the reaction from class members has been "overwhelmingly positive." The attorneys argue that the numbers speak for themselves, with only 0.088% of athletes opting out and 0.019% filing objections.

If approved by U.S. District Judge Claudia Wilken, the settlement would provide about $2.8 billion in damages to Division I athletes over ten years, addressing lost compensation related to name, image, and likeness (NIL), video game, and broadcasting opportunities. The settlement expresses significant changes in college athletics by allowing colleges that adopt the new structure the ability to share up to 22% of average revenue from media rights, ticket sales, and sponsorships with athletes, with the initial cap projected at $21 million annually. \

"The settlement will expand transformational change now underway in college sports by bringing the permissible benefits for student-athletes to nearly 50% of athletics revenues and eliminating scholarship limits," stated an NCAA spokesperson, highlighting the association's commitment to modernizing college athletics. A fairness hearing before Judge Wilken is scheduled for April 7th, after which Wilken will decide whether to grant final approval to the settlement. The three cases will return to the docket if she rejects the settlement. The plaintiff class is led by Jeffrey Kessler of Winston & Strawn in New York, NY, and Steve Berman of Hagens Berman in Seattle, WA. The NCAA is led by Rakesh Kilaru of Wilkinson Stekloff in Washington, D.C.