

Final Examination

Sports Law

Professor Kenneth Vierra, Jr.

Professor Steve Baker

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1. You have **two (2) hours** to complete this exam. You are not required to spend the entire time working on the exam. You should outline your response to the essay question, before writing the response.
2. THIS IS AN **OPEN BOOK, OPEN MATERIALS EXAM**. You may use any notes, books, or other materials to assist you in responding to the questions.
3. This exam consists of two (2) parts.

Part I consists of one (1) essay question. Part I is worth 2/3 of your final grade. Answer the essay question as fully as you can, citing any appropriate cases, industry standards, and statutes that are relevant. Please write your response in the blue books provided. **DO NOT WRITE ON BOTH SIDES OF THE PAGE. WRITE LEGIBLY OR PRINT IF YOUR HANDWRITING IS DIFFICULT TO READ.** If I cannot read your response to a question, your grade will be adversely affected.

Part II consists of fifty-five (55) questions, a combination of true/false and multiple choice. Part II is worth 1/3 of your final grade. There is only one correct answer per question. Correct true/false or multiple choice answers are to be marked on the separate ParSCORE TEST FORM using pen or pencil and following the instructions on that form. ♦ If you change your answer, place a clear X through the wrong answer and mark the correct answer. A machine will score the exam and any ambiguities will be counted as a wrong answer.

4. Write your exam number on your exam envelope. Put your student exam # at the top of this page, each page of questions, each blue book, and the ParSCORE TEST FORM. **Do not** use your name, student ID number or Social Security Number on any exam materials.
5. At the conclusion of the exam, return all test materials, including blue books, ParScore answer sheet, scratch paper, and this exam packet to the envelope and submit it to the proctor. **DO NOT** seal the envelope. Students who do not return all exam materials at the end of the exam may not be graded.

GOOD LUCK

Part I: Essay Question (2/3 of final grade)

Please allocate your time accordingly

It is 2006 and the National Football League (the League) continues to be the most popular team sport in America, enjoying a lucrative television and media package, and relative labor peace over the past 5 years since the last Collective Bargaining Agreement (CBA) was negotiated between the League and the players' union, the NFLPA. The existing CBA, which expires at the end of the 2007 League Year, provides that the cap on players' salaries shall NOT be in effect for the 2007 season. This salary cap limits the amount each team can spend on player salaries. Without the salary cap in 2007, players whose contracts expire at the end of the 2006 season could arguably demand more money as free agents for the 2007 season since teams vying for their services are not inhibited by the artificial cap.

In late 2006, the team owners became concerned that players' salaries would escalate too dramatically and too many players would move to new teams without a salary cap for the 2007 season. Coincidentally during this same time period, the League, through the Commissioner, amended its By-Laws as follows:

1. For any player whose contract expires at the end of the 2006 League Year and who shall thereafter become a Free Agent, the team with whom said player was under contract during the 2006 season (the original team) shall have the right to match any offer made to player by any other team (other team), but if the original team does not elect to match any such offer from another team, the original team shall NOT be entitled to compensation of any kind.
2. As used in the standard player contract, the term Conduct Detrimental to the team shall specifically include verbal statements made by player concerning another player on his team, or concerning the team and/or organization for which he plays. [NOTE: The existing CBA authorizes any team to discipline a player guilty of Conduct Detrimental to the team by suspending said player, without pay, for a maximum of 4 games];
3. A player must be three years removed from his high school graduating class in order to become eligible for the 2007 NFL Draft [NOTE: The existing CBA required that a player be 2 years removed from high school in order to be draft eligible].

You are a renowned antitrust litigator with particular expertise in sports related antitrust matters. You have been approached by 2 veteran NFL players who are generally regarded as one of the best at their respective positions: Rex Harrison a wide receiver with the Baltimore Colts, and Steven Action Jackson, a running back with the St. Louis Cardinals.

Both players contracts expire at the end of the 2006 season and both want to consider playing for other than their current team in 2007.

You have also been approached by Nephi Manning, a highly touted college quarterback who graduated from high school in 2005 and wants to enter the 2007 NFL Draft.

These players have come to you for advice and want to challenge the three new rules recently implemented by the League. Rex and Action want to challenge the first two changes identified above, and Nephi is concerned about his eligibility for the 2007 Draft. You have consulted the NFLPA, the players' collective bargaining representative, about these new rules have been advised that it never agreed to any of the new rules, and never discussed any of those specific rule changes in any previous negotiations with the League. However, the existing CBA contains a general provision incorporating by reference the NFL's Bylaws as may be amended from time to time by the Commissioner.

These players would like to know upon what legal theory(s) you will challenge the NFL's new rules, what the League's likely defenses are, and the likely outcome of that litigation.

END OF PART I