

# For The Record

The Official Newsletter of the National Sports Law Institute

## INDEX

Martin J. Greenberg, *Good Drafting Makes Good Contracts*

→This article discusses tips for drafting sports contracts

*Profiles of New Members of the NSLI's Board of Advisors*

## NSLI CALENDAR

SEPTEMBER 4, 2007

**Sports Law Program Orientation**

→Marquette University Law School

SEPTEMBER 28, 2007

**Increasing Globalization of Sports: Olympics, International & Comparative Law & Business Issues**

→Hilton Milwaukee City Center

SEPTEMBER 29, 2007

**Annual Sports Law Golf Classic**

→Scenic View Country Club

For more information visit the NSLI's website at <http://law.marquette.edu/jw/nslievents>

## **NSLI Director Appointed to Court of Arbitration for Sport**



Professor Matt Mitten, Director of the National Sports Law Institute, has been appointed to the Court of Arbitration for Sport ("CAS"), based in Lausanne, Switzerland. The CAS, known as the "World's Sports Court," is an international arbitral tribunal that adjudicates sports-related disputes, including those arising out of international and Olympic sports competition and events. Currently the CAS has 270 arbitrators from 74 countries who, because of their specialized knowledge of sports law and/or international arbitration, are appointed by the International Council of Arbitration for Sport (a group of 20

prominent jurists from throughout the world). Despite the word "Court" in its name, the CAS is an arbitration tribunal rather than a court. CAS arbitration awards have the same effect and enforceability as the judgments of courts, and these awards collectively constitute a developing body of private international sports law (i.e., legal rules that regulate Olympic and international sports competition). See <http://www.tas-cas.org/en/histoire/frmhist.htm> for additional information about the CAS. Professor Richard McLaren (University of Western Ontario Faculty of Law) and Maidie Oliveau (Managing Partner, Law Sports), who both serve on the NSLI's Board of Advisors, also are CAS members. Pursuant to an agreement with the United States Olympic Committee, the NSLI is developing an electronic indexing system of CAS arbitration awards that will be accessible via the NSLI and USOC websites

Volume 18, Number 3

July-September, 2007

# THE INCREASING GLOBALIZATION OF SPORTS: OLYMPIC, INTERNATIONAL AND COMPARATIVE LAW & BUSINESS ISSUES

**DATE:** FRIDAY, SEPTEMBER 28, 2007

**TIME:** 8:00-9:00 AM (Registration) | 9:00 AM—5:00 PM (Conference) | 5:00—7:00 PM (Reception)

**LOCATION:** Wright Ballroom, Hilton Milwaukee City Center, Milwaukee, Wisconsin

## CONFERENCE PANELS: 9:00 AM - 5:00 PM

- **The Global Expansion of Sports and Its Implications**
- **Global Sports Marketing and Legal Protection of Intellectual Property**
- **Resolution of International Sports Disputes**
- **Comparative Analysis of Sports League Structure, Governance and Player Restraints**

## CONFERENCE FACULTY:

- **Mary Kay Braza**, Partner and Chair, Sports Industry Team, Foley & Lardner LLP, Milwaukee, WI
- **John Collins**, Partner, Collins & Collins, Chicago, IL
- **andré douglas pond cummings**, Associate Professor of Law, West Virginia University College of Law, Morgantown, WV
- **Allan Erbsen**, Associate Professor of Law, University of Minnesota Law School, Minneapolis, MN
- **Gary Johanssen**, Associate General Counsel, United States Olympic Committee, Colorado Springs, CO
- **Dr. Anastasios Kaburakis**, Director of Sports Management Graduate Program, Assistant Professor of Sports Law and Sports Management, Southern Illinois University, Edwardsville, IL
- **Gordon Kirke**, Sports Lawyer and Sports Law Professor, Toronto, Canada
- **Robert Leib**, President and CEO, Leib Advisors, LLC and THE LEIB GROUP, LLC, Mequon, WI
- **Jim McKeown**, Partner, Chair, Antitrust Practice Group, and Member, Sports Industry Team, Foley & Lardner LLP, Milwaukee, WI
- **Richard McLaren**, Professor of Law, University of Western Ontario, London, Ontario, Canada, Counsel to McKenzie Lake Lawyers LLP, and Member, Court of Arbitration for Sport, Lausanne, Switzerland
- **Mike Mellis**, Senior Vice President and General Counsel, MLB Advanced Media, Inc., New York, NY
- **Matt Mitten**, Professor of Law and Director, National Sports Law Institute of Marquette University Law School, Milwaukee, WI and Member, Court of Arbitration for Sport, Lausanne, Switzerland
- **James Nafziger**, Thomas B. Stoel Professor and Director, International Law Programs, Willamette University College of Law, Salem, OR
- **Stephen Ross**, Professor of Law and Director, Penn State Institute for Sports Law, Policy and Research, The Pennsylvania State University, Dickinson School of Law, University Park, PA
- **Casey Shilts**, Chief Operating Officer, Hicks Sports Group LLC, and Executive Vice President, Hicks Holdings LLC, Dallas, TX
- **Mike Straubel**, Associate Professor of Law, and Director, Sports Law Clinic, Valparaiso School of Law, Valparaiso, IN
- **Anne Wall**, Owner, Marketing Navigators, Inc, Oconomowoc, WI

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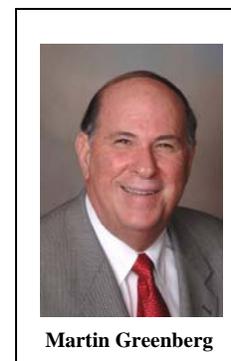


**QUESTIONS?** Contact NSLI Associate Director **Paul Anderson** | (414) 288-5816 | paul.anderson@mu.edu

## Good Drafting Makes Good Contracts

by **Martin J. Greenberg**, Greenberg & Hoeschen, LLC, Milwaukee, WI

Sports contracts deserve the same precision of draftsmanship as any other legal document. When drafting sports contracts, our goal as lawyers should be precision and expression conferring a singular meaning. The document should be clear on its face so that it is not subject to third-party intervention. In essence, when drafting sports contracts we should adopt the principle of S.U.C.S. (Simplicity – Understanding – Clarity - Standardization) or K.I.S.S. (Keep It Simple Stupid).<sup>1</sup>



Although the principles of S.U.C.S. have been promoted for over a decade, parties today continue to violate them while drafting sports contracts. Mistakes particular to sports contracts are repeated, resulting in mediation or arbitration between the parties.<sup>2</sup> Recently, Louisiana State University learned first hand why sports contracts, perhaps even more than others, must be drafted with particular attention to the principles of S.U.C.S.

Pokey Chatman (Chatman) was an integral part of the Louisiana State University (LSU) women's basketball program as a player and a coach for 17 years. Chatman was a point guard for LSU from 1988 until 1991 and in 1991 received Kodak All-American honors in her senior year.<sup>3</sup>

During the 2003-04 basketball season, Chatman was appointed LSU's interim head coach replacing the legendary Sue Gunter. As acting head coach, the Lady Tigers finished the 2003-04 regular season with a 15-5 record and ended the season in the women's Final Four. In Chatman's tenure as a head basketball coach, LSU teams amassed an overall 90-14 record, including a 47-3 record after her first 50 games, which constitutes the second-best record after 50 games for a head coach in women's basketball history. Chatman received numerous awards in recognition of her coaching accomplishments, such as the Black Coaches Association Coach of the Year in both 2004 and 2005, the 2005 United States Basketball Writers Association Coach of the Year, and the 2005 Naismith National Coach of the Year.<sup>4</sup>

<i>Season Team</i>	<i>Record</i>	<i>Head Coaching Record</i>	<i>NCAA Tournament</i>
2003-04	LSU	15-5 (Acting head coach)	Final Four
2004-05	LSU	33-3	Final Four
2005-06	LSU	31-4	Final Four
2006-07	LSU	26-7	Resigned before Tournament
Totals:		90-14 (105-19 including 2003-04)	

Despite her amazing accomplishments, on March 7, 2007, Chatman announced her resignation as head

*AUTHOR NOTE: The author extends a special thank you to Evan Schmit, a 2<sup>nd</sup> year Marquette University Law School student, for his help in the researching and writing of this article.*

<sup>1</sup> Martin J. Greenberg, *Drafting of Player Contracts & Clauses*, 4 MARQ. SPORTS L.J. 1 (1993).

<sup>2</sup> *Id.* at 58.

<sup>3</sup> LSUsports.net, *Pokey Chatman Bio*, May 16, 2007, <http://www.lsusports.net/ViewArticle.dbml>.

<sup>4</sup> *Id.*

women's basketball coach<sup>5</sup>. Chatman cited her reasons for resigning as wanting to pursue other career and business opportunities in the private sector. Her Employment Agreement, which was dated July 1, 2006, ended on June 30, 2009.<sup>6</sup> The resignation was effective April 30, 2007, after the NCAA Tournament.

It was later reported that Chatman resigned as the head women's basketball coach at LSU after the university became aware of an *alleged* inappropriate sexual relationship between Chatman and a former player on Chatman's team.<sup>7</sup> In her resignation letter, signed by both her and Athletic Director Skip Bertman, Chatman agreed, "It is my understanding that this resignation relieves me of any and all obligations relating to leaving the university prior to the term of my employment agreement, and further I understand that it relieves the university of any obligation to me under my employment agreement after the effective date. I understand that this resignation is irrevocable upon acceptance."<sup>8</sup>

Article 12, paragraph B of Chatman's Employment Agreement (Termination by Coach) indicates that if the Coach leaves the employment of the University "prior to the term of the Agreement, Coach shall pay to the University in lieu of all other legal remedies, liquidated damages in the amount of Two Hundred Thousand and No/100 (\$200,000.00) Dollars for each year remaining on the contract as defined in Article 2 of this agreement."<sup>9</sup>

Chatman had two years left on her contract, but LSU officials chose not to impose a \$400,000 early departure penalty. After Chatman's resignation, the LSU women's basketball team played in the NCAA Tournament under interim coach Bob Starkey. The team made it to the national semi-finals (the Women's Final Four) before losing to Rutgers. LSU has since hired Hall of Fame Coach Van Chancellor as Chatman's permanent successor.

Contract and legal entanglements followed Chatman's resignation. Prior to her resignation, Chatman hired Baton Rouge attorney Mary Olive Pierson, who threatened to sue LSU for the remaining two years of her client's contract in a letter dated April 13, 2007.<sup>10</sup> Pierson argued that Chatman was entitled to an annual salary of \$250,000 pursuant to Article 3 (Salary) of the Employment Agreement as well as payments of \$175,000 for fiscal year 2007-08 and \$180,000 for fiscal year 2008-09 pursuant to Article 8 for Radio/Television/Internet Payments.<sup>12</sup>

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Pierson alleged that LSU forced Chatman's resignation without just cause. "I don't believe her consent

<sup>5</sup> Karen Gross, *Pokey Chatman Announces She is Stepping Down as Head Coach of the LSU Women's Basketball Team*, [http://www.associatedcontent.com/pop\\_print.shtml?content\\_type=article&content\\_type=171224](http://www.associatedcontent.com/pop_print.shtml?content_type=article&content_type=171224) (last visited July 5, 2007).

<sup>6</sup> Employment Agreement between Board of Supervisors of Louisiana State University and Agriculture and Mechanical College and Pokey Chatman, July 1, 2006 [hereinafter *Employment Agreement*] at 1.

<sup>7</sup> ESPN Women's Basketball, Sources: *Chatman Quits Amid Sexual Misconduct Claims*, <http://www.wvltv.com/local/stories/ww1041707khpokey.19fa2c98.html> (last visited July 5, 2007).

<sup>8</sup> WVLTV, Associated Press, Lawyer: *Pokey Chatman Did Not Willingly Leave LSU*, Apr. 27, 2007, <http://www.wvltv.com/local/stories/ww1041707khpokey.19fa2c98.html>.

<sup>9</sup> Article 12, paragraph (b) of Chatman's Employment Agreement dated July 1, 2006.

<sup>10</sup> Glen Guilbeau, *Chatman, LSU remain at odds*, Shreveport Times, June 8, 2007.

<sup>11</sup> *Employment Agreement*, July 1, 2006 at 1.

<sup>12</sup> *Id.* at 4.

to the resignation was fairly obtained or freely given,” she said.<sup>13</sup>

Pierson also maintained that LSU promised to pay Chatman the money earned pursuant to Article 6 (Post-Season Bonuses) at the time of her resignation. Even though Chatman did not coach the team in the NCAA Tournament Pierson maintained that Chatman was eligible through her contract for NCAA post-season bonus dollars. Article 6 states:

Post-Season. In the event the Women’s Basketball team participates in post-season Women’s Basketball games, the University agrees to pay Coach as additional compensation for the extra services required of Coach in the preparation for and participation in post-season Women’s Basketball games as follows:

- a. \$20,000 for SEC Tournament Championship
- b. \$15,000 for share of SEC Regular Season Championship
- c. \$30,000 for SEC Regular Season Championship (outright)
- d. \$10,000 for an appearance in the 1<sup>st</sup>/2<sup>nd</sup> Round of the NCAA Tournament
- e. \$10,000 for NIT Championship
- f. \$25,000 for an appearance in the NCAA “Sweet Sixteen”
- g. \$50,000 for an appearance in the NCAA “Elite Eight”
- h. \$75,000 for an appearance in the NCAA “Final Four”
- i. \$150,000 for NCAA Championship

The additional sum or sums, if payable, shall be paid within sixty (60) days following the post-season Women’s Basketball game in which the University participates.<sup>14</sup>

Parts “a” through “c” and “e” do not apply for the 2006-2007 season as LSU did not win SEC titles and went to the NCAA Tournament instead of the NIT. Pierson contends that parts “d,” “f,” “g,” and “h” do apply as the Lady Tigers reached the Final Four under interim coach Bob Starkey before losing to Rutgers in the national semifinals.

Under the possible bonus breakdowns, the Employment Agreement states, “[m]ore than one (1) post-season game incentive may be earned during the season; however, the additional compensation shall not exceed \$50,000 (for items a through c above) plus the highest achieved incentive (for items d through i) for a maximum of \$200,000.”

Pierson interpreted the bonus language to be cumulative, thus resulting in bonuses of \$170,000. Pierson arrived at her \$170,000 total by adding “d” (\$20,000), “f” (\$25,000), “g” (\$50,000) and “h” (\$75,000).

LSU general counsel Ray Lamonica interpreted the bonus language to equate to the highest single achievement incentive, which would be \$75,000.<sup>16</sup> LSU arrived at \$75,000 by counting only “h” because the last line of the last sentence states “the highest achieved incentive (for items d through i).”<sup>15</sup> Lamonica said the phrase “highest achieved incentive” is key. “Notice, incentive is not plural in that sentence,” he said. “The highest achieved incentive is h, which is \$75,000.”<sup>17</sup>

<sup>13</sup> WWLTV, *supra* note 8.

<sup>14</sup> *Employment Agreement*, *supra* note 6, at 2.

<sup>15</sup> Glenn Guilbeau, *Chatman Would Drop Suit VS. LSU for Bonus Money*, June 9, 2007, [http://www.usatoday.com/sports/college/womensbasketball/2007-06-09-chatman-lsu\\_n.htm](http://www.usatoday.com/sports/college/womensbasketball/2007-06-09-chatman-lsu_n.htm).

<sup>16</sup> Glen Guilbeau, *Chatman, LSU Remain at Odds*, SHREVEPORT TIMES, June 8, 2007.

Yet another confusing section of the bonus language is “d,” which states “\$10,000 for an appearance in the 1<sup>st</sup>/2<sup>nd</sup> Round of the NCAA Tournament.” Does that mean \$10,000 or \$20,000? Thus, the bonus totals in Chatman’s Employment Agreement can be interpreted in two different ways, one equaling \$160,000 or \$170,000 and the other equaling \$75,000.

Rather than Chatman suing the University for the package compensation enumerated in the Employment Agreement or the University suing Chatman for the early departure and agreed upon liquidated damages, June 20, 2007, the parties mutually agreed to a settlement of \$160,000 from LSU, ending all contractual ties, claims, or future threats of lawsuits by either party.<sup>18</sup>

Chatman ultimately settled her disputes, but the settlement was based upon a contract that was subject to various interpretations.

The ambiguous nature of the employment agreement arose out of a common mistake made in the drafting of sports contracts. The parties failed to clarify the cumulative or noncumulative nature of Article 6, the post-season bonus.<sup>19</sup> While the contract clearly states that “[m]ore than one (1) post-season game incentive may be earned. . .” It then proceeds to describe the conditions of accumulation with little clarity.<sup>20</sup> Rather, in a confusing and lengthy sentence the drafters explain all of the conditions subsequent as if intending to create a dispute requiring legal resolution. If the parties had separated the conditions or clarified the meaning with an example, then the intent would have been better articulated.

Furthermore, the drafters should have been more specific in describing the conditions precedent to Chatman receiving post-season bonuses. The Employment Agreement merely states that, as further compensation for any “extra services required of COACH in the preparation for and participation in post season” additional money will be paid for team accomplishments. What qualifies as preparation or participation? Some teams begin the season with the set goal of a championship. Thus, one could argue then that each day of practice and each regular season game is in preparation for the post-season. The contract does not clearly define when preparation for the post-season begins or what level of participation is required to receive the bonuses. These mistakes also go against the principles of S.U.C.S.

Contracts that do not adhere to the principles of S.U.C.S. will land the draftsman, coach, and school in dispute resolution, whether that is through mediation, arbitration, settlement proceedings, or court action.<sup>21</sup> Thus, it should be the goal of contract drafters to employ the principles of S.U.C.S. and avoid ambiguous contract language.

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<sup>17</sup> Guilbeau, *supra* note 15.

<sup>18</sup> Glen Guilbeau, *Chatman Accepts Contract Settlement from LSU*, June 16, 2007, [http://www.usatoday.com/sports/college/womensbasketball/sec/2007-06-15-chatman-settlement\\_n.htm](http://www.usatoday.com/sports/college/womensbasketball/sec/2007-06-15-chatman-settlement_n.htm).

<sup>19</sup> Martin J. Greenberg, *Drafting of Player Contracts & Clauses*, 4 MARQ. SPORTS L.J. 1 (1993).

<sup>20</sup> *Employment Agreement*, July 1, 2006 at 2.

<sup>21</sup> Greenberg, *supra* note 19.

<sup>22</sup> *Id.*

Along these lines, individuals drafting sports contracts should be mindful of these common errors.<sup>22</sup>

1. *Shorthand Style-Use of Non-Definitional Words* - Often words that are unique to the sports industry are employed. These words are non-definitional in themselves, possessing different definitions depending upon the context of their use. Such words might include; “cut,” “league year,” “active list,” “salary guarantee,” “season,” “roster,” and “plays.”
2. *The Use of Excessive Legal Verbiage and the Absence of Specificity* - Legal verse and prose lead to drafting confusion and excessive verbiage. It is essential that any condition precedent or condition subsequent be stated with specificity, providing for the time and upon which events the condition will be met or will fail.
3. *Failure to State with Specificity the Rating or Assessment System that Will Earn the Player/Coach the Bonus* - For example, in the bonus clause “...player will receive \$25,000 if he leads the League in pass receptions...,” does the language mean that the player will earn the bonus if he leads the league in the number of passes caught, or if he leads the league in the average yards per reception, or if he leads the league in total yardage as a result of a total number of receptions caught?
4. *Awarding of Bonuses that Are Subject to Ambiguous or Nonexistent Statistical Achievements* - Such as the number of tackles (assisted or unassisted) or quarterback ratings.
5. *Failure to State whether the Bonuses, Regardless if within a Performance or Honors Bonus Category, Are Cumulative or Noncumulative.*
6. *In the Case of Honor Bonuses, a Failure to State which Reporting Agency Qualifies the Player/Coach for the Bonus* - Such as Associated Press, United Press International, Newspaper Enterprise Association, The Sporting News, Pro Football Weekly, USA Today and Pro Football Digest to name a few.
7. *Failure to State whether the Particular Bonus Provision Is Subject to a Qualifying Standard-* For example, with the contractual language, “Player is to receive a bonus of \$25,000 if he leads the league in kick-off returns.” Player may have one kick-off return and lead the league, but what is intended is that the player have a minimum number of kick-off returns in order to qualify for the bonus.
8. *Failure to State what Happens to the Contract Provision in the Event that the Player is Traded or Assigned or Coach is Fired or Resigns.*
9. *Failure to State which Records Will Constitute the Official Records to Determine Achievement of a Performance Bonus, Such as Conference, League, or Team Records.*
10. *Failure to State What Effect, if Any, Injuries May Have upon the Player’s or Coach’s Opportunity to Either Achieve or Earn Bonuses.*

## **Profiles of New Members of the NSLI's Board of Advisors**

### **Derrick Crawford**

Derrick Crawford is Counsel for Policy and Litigation for the National Football League. In that position, he is responsible for developing policy and procedures for the NFL in the areas of gambling advertising & promotions, dietary supplements, alcohol advertising and pharmaceutical sponsorships. Mr. Crawford also manages various litigation matters for the NFL, including employment practices, personal injury, and arbitration matters.



Prior to working for the NFL, Mr. Crawford was employed by the NCAA as an Enforcement Representative, where he investigated violations of NCAA legislation at member institutions. He has also served as an Assistant Attorney General for the State of Alabama, prosecuting white collar criminal offenses, and before that served as a Special Agent with the FBI in its New York City Field Office for five years. During his tenure with the FBI, Crawford was assigned to the Public Corruption Squad and testified numerous times before grand and petit juries. Mr. Crawford is a native of Auburn, Alabama and received his undergraduate and law degrees from the University of Alabama in Tuscaloosa, Alabama.

Mr. Crawford is a member of the Alabama and District of Columbia Bars, as well as the American Bar Association, the National Bar Association, the Sports Lawyers Association, and Alpha Phi Alpha Fraternity, Inc.

### **Edward T. Goines**



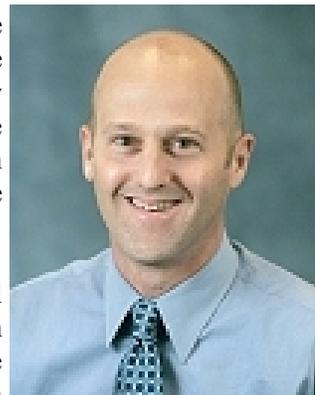
Edward T. Goines is the principal of Sui Generis, PC, a professional law firm. He advises clients in all business and legal aspects of sports and entertainment deals involving sponsorships, promotions, or marketing, and assists clients with obtaining government approval of a project, service, or product. In addition, he is currently developing a practice focused on athlete representation and management where he plans to assist current and ex-athletes with contract negotiations, marketing, endorsement deals, and securing personal appearances.

As the former Vice President and General Counsel for the San Francisco 49ers, Mr. Goines directed the business and legal contractual matters for the team. He was responsible for negotiating sponsorship and broadcast media contracts, player and coaching contracts, among others. He served as legal counsel to the San Francisco 49ers Foundation, the team's non-profit charitable entity. He also has 15 years of experience in legal and business department senior management positions with companies such as Ticketmaster Corporation, Mattel Toys, and Major League Soccer.

Mr. Goines received his J.D. from Boalt Hall School of Law and is a member of the Bar of California. He is also a member of the San Francisco Bar Association and the Sports Lawyers Association.

### **Robert G. Kaler**

Robert G. Kaler is the Chief Operating Officer and General Counsel of the United States Soccer Federation Foundation. He oversees all aspects of the non-profit organization. His responsibilities include managing the daily operations of 13 employees and overseeing the relationships with Corporate Partners as well as drafting and negotiating sponsorship agreements. In addition, he is solely responsible for all in-house legal matters and the overseeing of outside counsel.



Mr. Kaler began his career as a Research Assistant for the National Football League Players' Association and went on to be an attorney for the firm Yablonki, Both & Edelman, where he performed NFL compliance work. He was also Deputy General Counsel for the Continental Basketball Association and General Counsel and Vice President for Legal Affairs for the Women's United Soccer Association.

Mr. Kaler received his law degree from Vermont Law School and is licensed to appear before the Supreme Court of Pennsylvania, the District of Columbia Court of Appeals, and the Supreme Court of the United States.

### **Gordon Kirke**



Gordon Kirke has been a sports lawyer for over 30 years. He has been a Professor of Sports Law at the Faculty of Law, University of Toronto, since 1985, and at Osgoode Hall Law School, York University, since 1987. He is a guest lecturer at several law schools, the most recent being the University of Michigan Law School.

Mr. Kirke drafted the original documents to create the Toronto Blue Jays Baseball Club of the American League in 1976 and has represented them in contract matters ever since.

He has represented many components of the sports industry, including athletes such as 45 professional hockey players (including two players drafted first overall in the NHL draft, Eric Lindros ('91) and Rick Nash ('01)), NASCAR driver Kathryn Teasdale, wrestler Bret "The Hitman" Hart, and Olympic snow-boarder Tara Teigan; teams, such as the Toronto Blue Jays (MLB) and Indianapolis Colts (NFL); sports executives, including Gord Ash (Milwaukee Brewers) and Chris Overholt (Florida Panthers); leagues, including the Canadian Hockey League and the Ontario Hockey League; and other organizations, such as Team Canada '72, the World Wrestling Federation, sponsors of sporting events, players associations and officials.

In 1997, Mr. Kirke released the Players First Report to address the issue of child sexual abuse in sports. His recommendations have been implemented by many sports organizations in Canada, the United States, and Europe.

Mr. Kirke is a director of Tennis Canada (the organization which oversees tennis development and the two annual international tennis championships in Canada), and the Canadian Centre for Ethics in Sports (Canada's anti-doping agency). He is currently President of the Sports Lawyers Association.

### **Katie Pothier**

Katie Pothier joined the Padres as Vice President, General Counsel in November 2002 after working in private practice as an attorney for more than 10 years, most recently with the San Diego law firm of Coughlan, Semmer & Lipman where her practice included litigating a diverse field of complex business cases and white collar criminal matters. In November 2005, Mrs. Pothier was promoted to Executive Vice-President and General Counsel. In addition to overseeing the Padres' day-to-day legal affairs, Pothier oversees the Human Resources department. Her work with the Padres provides her with an opportunity to apply her expertise to a wide assortment of baseball-related matters, contractual issues, operational issues, PETCO Park development initiatives, and player contracts.



Mrs. Pothier has been integrally involved in establishing the Padres unique partnership with San Diego State University and its Sports Management MBA Program where she currently serves as an Advisory Board member. In addition, she is a strong supporter of community efforts and currently serves as a Board Member for the Make-A-Wish Foundation, San Diego Chapter and the San Diego Volunteer Lawyers Association.

A native of New Jersey, Mrs. Pothier earned both her undergraduate and law degree from Rutgers University.

### **Rick Schlesinger**



Rick Schlesinger, is in his fifth season with the Milwaukee Brewers Baseball Club, having been named Executive Vice President - Business Operations on December 12, 2002. He oversees the club's business affairs, including sponsorships, marketing, ticket sales, guest services, broadcasting, and communications.

Prior to joining the Brewers, Mr. Schlesinger served as the Vice President, Business and Legal Affairs/Assistant General Manager for the Anaheim Angels from 1998-2002, after coming to Anaheim Sports, Inc. (ASI) from Walt Disney Pictures and Television. He handled all contract and legal matters for ASI, the Angels, and the NHL's Mighty Ducks, and worked on all contractual and arbitration issues for the baseball club.

A Phi Beta Kappa graduate from the University of Wisconsin-Madison in 1983, he received his Juris Doctorate from Harvard Law School (cum laude) in 1986. After graduating from Harvard, Mr. Schlesinger spent six years at the Los Angeles law firm of Latham and Watkins before joining Disney.

Active in the community, he currently serves on the board of the Make-A-Wish Foundation of Wisconsin.

### **Craig A. Stoehr**

Craig A. Stoehr is the founder and Chief Executive Officer of Stoehr & Co, Inc, a personal investment and strategic advisory company through which he serves as the Chairman of the Milwaukee Mile, the oldest continuously operating motor speedway in the world, and Managing Partner of Badger Pacific Equity Partners, LLC, a real estate development and investment company.



Previously, Mr. Stoehr was an Investor and Co-Chairman of Grand Prix Group Worldwide as well as Managing Director of the Class 1 World Powerboat Championship. Additionally, he was the Corporate Finance Director and Legal Counsel for SoftNet Systems, Inc. and the Founder, Director, and Chief Executive Officer of Goal Media Group, Inc. He began his career as an Associate for Winthrop, Stimson, Putnam & Roberts and subsequently was an Associate for Laatham & Watkins, LLP.

He received his J.D. from Northwestern University School of Law, after completing his first year at Marquette University Law School. He is admitted to the New York State Bar.

### **Kevin Warren**



Kevin Warren is the Vice President of Operations and Legal Counsel of the Minnesota Vikings. In this role he is responsible for legal affairs, various business operational issues, special projects, and strategic planning, while also serving as the Vikings primary liaison with the NFL. In 2007, he was also appointed by NFL Commissioner Roger Goodell to the NFL's working group on emergency planning.

Prior to joining the Vikings, from 2003-05, Mr. Warren worked with the law firm of Greenberg, Traurig, LLP. This included work with the Wilf ownership group during their acquisition of the Vikings. He spent 2001-03 with the Detroit Lions as Senior Vice President of Business Operations/General Counsel. Prior to this he worked with the St. Louis Rams, where he served as Vice President of Player Programs/Football Legal Counsel from 1997-2000, before serving as Vice President of Football Administration in 2001.

Mr. Warren earned his bachelor's degree in business administration from Grand Canyon University in 1986 and his master's degree in business administration from Arizona State University in 1988. He earned his Juris Doctorate degree from the University of Notre Dame School of Law in 1990. He is a member of the Kansas and Michigan Bar Associations.

An active member of the Twin Cities community, Mr. Warren was named to the United Way Board of Directors in 2007, and to the Page Education Foundation in 2006. He has also taken an active role in Twin Cities Habitat for Humanity, and was recognized by *Twin Cities Business Journal* in 2006 as a Minority Business Leader.

(Volume 18, Numbers 3 - Page 12)

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