Johnny Manziel/NCAA

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Johnny Manziel/NCAA

Jeremy Bloom, the plaintiff, was recruited to ply the game of football at Colorado University. Before he got enrolled at the University, he had competed in Olympic and professional World Cup skiing events. In these events, he became the World Cup champion in freestyle moguls. While competing in the Olympics, Jeremy Bloom appeared on MTV. After being on MTV, he was offered paid entertainment opportunities. One of these was a chance to host a Nickelodeon show. He also had agreed to endorse ski equipment through commercials and had signed a contract to model clothing for Tommy Hilfiger. In *Bloom v. NCAA*, Colorado University requested waivers of NCAA rules restricting student-athlete endorsement and media activities. They also requested for a favorable interpretation of the NCAA rule restricting media activities. These requests were denied by the NCAA. In response to the NCAA’s denial, Jeremy Bloom stopped all of his endorsement, modeling, and media activities to play NCAA football at Colorado University during the 2002 fall season. However, he still filed an action NCAA for declaratory and injunctive relief. He did this by asserting that his endorsement, modeling, and media activities were necessary. According to Bloom, they were necessary because he needed to support his professional skiing career. This is something the NCAA gives consent to do. Bloom had three points in his complaint to the court. The first complaint was that he was a third-party beneficiary of the contract between the NCAA and its members. He was entitled to enforce NCAA bylaws permitting him to engage in and receive compensation from a professional sport that is different from his amateur sport. According to the facts of the case, his second complaint was that the NCAA’s restrictions on endorsements and media appearances were arbitrary and capricious. His final complaint was that the restrictions constituted improper and unconscionable restraints of trade. For these reasons, he wanted the NCAA restrictions to be declared inapplicable. Also, he wanted the NCAA and Colorado University to be prohibited from applying these rules against any activities that he was involved in prior to his enrollment at Colorado University. He also requested them not to apply these rules against any of the activities, before he was enrolled, that was unrelated to his extraordinary ability as a football player. At the evidentiary hearing, the trial court determined that, although Bloom was third-party beneficiary of NCAA bylaws, he was not entitled for injunctive relief under the six-part test of *Rathke v. MacFarlane*. The trial court found that he did satisfy three parts of the test. The first part it satisfied was that there was a danger of real, immediate, and irreparable injury that may be prevented by injunctive relief. The second part that was satisfied was that there was no plain, speedy, and adequate remedy available in law. The third part that was satisfied was that the injunction would preserve the status quo pending trial on the merits. Unfortunately, Jeremy Bloom didn’t satisfy three other parts of the six-part test. First, Bloom didn’t satisfy the part that says there is a reasonable probability of success on the merits. Second, he didn’t satisfy the part that said that granting a preliminary injunction would not harm the public interest. Lastly, his cast didn’t satisfy that says the balance equities favors the injunction. To be able to receive injunctive relief, Jeremy Bloom would have had to had all six components of the *Rathke v. MacFarlane* six-part test. After the trial court’s ruling, Jeremy Bloom filed an appeal. The Colorado Court of Appeals, affirmed the trial court’s ruling that there would be no injunction relief given to Jeremy Bloom ("Bloom v. national," 2004). Now that we have a summary of the case, we can look at what the media’s perspective of the case was before and after the court’s decision.

Many of the responses by the media were covered in a positive manner towards Jeremy Bloom. They seem this way because they don’t cover what the NCAA thought of the case. After the case was decided by the court, there was an article that talked about all the achievements Bloom had during his two years at Colorado University. They explained that his college career was over because the NCAA refused him to be allowed to have endorsements. They illustrated their coaches, Gary Barnett’s, perspective. He was disappointed by the lack of flexibility by the NCAA. Also, he hopes that the next group of youngsters that are participating in extreme sports will benefit from Jeremy’s experience. The article goes on to talk about how, without endorsements, Jeremy can’t prepare for the 2006 Torino Olympics without such financial support. Also, the article gives the perspective of the Colorado director of compliance, Lindsey Babcock . She is also on Bloom’s side. She was disappointed they could not get it approved for Jeremy. She goes on to talk about how fantastic he was to work with and how well he did explaining his case to the five-member NCAA Student-Athlete Reinstatement Committee on a conference call. The article concludes with all of Jeremy Bloom’s standout statistics from his two year college career (“No football for,” 2004). However there was an article that defended the NCAA. In this article they specifically wrote out the rules that Bloom knowingly would be violating. They also talked to the NCAA’s vice president for membership services, Kevin Lennon. According to Lennon, Bloom asked for the NCAA if he could accept endorsements. In both cases he was told it was impermissible and would violate NCAA rules. When he was told this, he pursued his options through the Colorado legal system to set aside the NCAA rules. Again, he was denied by the courts twice. Then, he entered into contracts to endorse products, Which was in clear violation of NCAA rules (Timanus, 2004).

References

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