

## **1. Zipporah McKinney v. ACBL**

FACTS (Previously Reported): In 1999 Mrs. McKinney sued the League for alleged wrongful termination and unequal treatment. Baker and Donaldson, legal counsel for the League ("Memphis Counsel"), indicates that this is a very thin lawsuit and plaintiff's attorney has withdrawn. The case is in discovery stage and no activity has occurred. A local rule in the Tennessee Chancery Court requires a dismissal hearing in a matter in which no activity has occurred for 18 months or more. On advice of Memphis Counsel, we are waiting for the court to set this matter on its dismissal docket.

Memphis counsel determined that the case is still dormant as of February 17, 2004. He will make an informal request to the court clerk to have the case set for the dismissal calendar.

STATUS: No further information has been received from the court.

## **2. Logan v. ACBL**

FACTS (Previously Reported): On October 2, 2002, ACBL member John W. Logan sued the League in U.S. District Court in Philadelphia under the Americans with Disabilities Act of 1990. He claims that the League has improperly denied him the use of his decks of cards for the partially sighted, even though the League accepts Braille cards and other decks specifically for the partially sighted. League Counsel has filed an answer to Mr. Logan's complaint. League Counsel and ACBL staff has met with Mr. Logan and his attorney in an attempt to reach a settlement in this matter. Response to matters discussed in this meeting is expected in March, 2003.

Settlement negotiations have not succeeded. Counsel for League is being obtained in Philadelphia to proceed with case. League Counsel has received written confirmation from carrier that it will cover these legal expenses.

Counsel for League has filed a motion for summary judgment. Counsel for Mr. Logan did not file a timely answer to this motion. League counsel has requested that the judge dismiss the action with prejudice to Mr. Logan. This request is pending.

The Judge granted our motion for summary judgment. However, subsequently, Mr. Logan moved to reopen the case claiming that he was not properly represented. We opposed his motion in the basis that the summary

judgment was entered by the judge after reviewing evidence in the case. On October 21, 2004, the judge agreed with us and denied Mr. Logan's motion.

Exhibit C  
Mr. Logan appealed the granting of the ACBL summary judgment motion to the United States Court of Appeal. In an eight page decision dated March 9, 2006, the appellate court sustained the decision of the lower court which granted the League's motion for summary judgment. It is important to note that the court distinguished this case from the Casey Martin case in which a disabled professional golfer was granted relief which provided him with a golf cart during tournament play. The appellate court stated that in our case the use of the "Logan Deck" was not necessary for Logan to compete - as was the situation with the golf cart in the Casey Martin case. This matter is over unless Mr. Logan seeks relief from the United States Supreme Court.

STATUS: Mr. Logan has not sought relief from the United States Supreme Court and this matter is closed.

### **3. Baron Barclay Bridge Supplies v. ACBL**

FACTS: On December 1, 2005 Baron Barclay Bridge Supply filed a complaint in Federal District Court against the League alleging various antitrust and restraint of trade violations. Service on the League was made. The League's insurance carrier has agreed to cover legal costs and has appointed legal counsel. The League's Memphis counsel believes that the complaint has little merit. After preliminary negotiations with Baron Barclay, it appears that plaintiff's goal is to establish its position as principal bookseller at the NABCs.

STATUS: Negotiations continue and time for the League's response has been extended by Baron Barclay.

### **4. Elizabeth Maloney-Rafaie v. Bridge at Schools, Inc., American Contract Bridge League, American Contract Bridge League Educational Foundation, Barbara Heller, Nadine Wood, Charity Sack and Joan Gerard**

FACTS: On December 28, 2005, Ms. Maloney-Rafaie filed a complaint in the Delaware Superior Court alleging breach of her employment agreement by her employer, Bridge at Schools. The League is not a party to the employment agreement. However, Plaintiff alleges that the League was the alter ego of Bridge at Schools, despite the fact that the League had no legal relationship to or control of Bridge at Schools. The Educational Foundation is also alleged to be the alter ego of Bridge at Schools, and the individual defendants are alleged to have improperly induced Bridge at Schools to breach the employment agreement.

The League's insurance carrier has agreed to cover legal costs and has appointed legal counsel.

STATUS: The League has not been served in this matter. <sup>Exhibit C</sup>

Signed:

A handwritten signature in black ink, appearing to read 'Peter Rank', written over a horizontal line.

Peter Rank, Esq.