

## IN-HOUSE COUNSEL LITIGATION REPORT

### **SPENCER and SPENCER v. ACBL et. al.**

**Status:** As reported in November 2016, summary judgment in favor of the ACBL and the New England Bridge Conference was granted in June 2016. Marriott and the Plaintiffs Cynthia and Richard Spencer settled in January 2017. A Stipulation of Dismissal was filed on February 14, 2017 (which did not include the ACBL or the NEBC). Plaintiff had 20 days from February 14, 2017 (i.e., March 6) to file an appeal of the summary judgment motion.

### **BLAKELY v. ACBL et. al.**

**Facts:** In June 2016, Bruce Blakely filed a civil lawsuit in the Contra Costa County California Superior Court, a state court, asking for, among other things, (1) \$350,000 plus general and punitive damages as well as his legal fees (for a total we estimate as well above \$2 million), (2) an injunction prohibiting the ACBL from taking any action barring him from playing bridge in any tournaments, (3) elimination of his probationary period and his restoration as a member in good standing, and (4) a declaration that the ACBL's Code of Disciplinary Regulations is unfair. His 11 claims include charges of breach of contract, fraud, defamation, public disclosure of private facts, interference with prospective economic advantage, and for the court to declare that the ACBL's CDR fails to provide a fair procedure. Named defendants include the late Peter Rank, former ACBL Counsel, ACBL CEO Robert Hartman, Stan Subeck, several Directors plus Does 1 to 25.

**Procedural Posture:** We filed a request for a stay of the Superior Court action and lodged objections to Mr. Blakely's requests for admissions and for the production of documents and interrogatories. Concurrently, we filed a motion to compel Mr. Blakeley to proceed with binding arbitration in Atlanta, GA. Blakely contested the court's tentative ruling in our favor, arguing that he was unaware of the arbitration provision, that the ACBL's arbitration provision was too burdensome, and that he should not be subject to it because of the settlement agreement between him and the ACBL superseded the ACBL's membership agreement. The court ruled that the arbitration must take place in either in San Francisco or Contra Costa County rather than Atlanta. The ACBL furnished proof to the court that Mr. Blakely was aware of the arbitration provision and, upon finding that our proof was unpersuasive, the court denied our Motion to Compel Arbitration.

**Status:** We have appealed the denial of the Motion to Compel Arbitration. Mr. Blakely has also filed a Motion to Sever the Individual [Defendants] from the ACBL in the appeal on the basis that the issues pertaining to the individuals are different from those involving the ACBL. A hearing on Mr. Blakely's motion is set for March 10, 2017.

## **SCHREIBER v. ACBL et. al.**

**Facts:** On October 13, 2015, Michael Schreiber filed a complaint in the Chancery Court of Tennessee, 13<sup>th</sup> Judicial District, against ACBL Unit 144, the M.A. Lightman Bridge Club and several other individuals and Does<sup>1</sup>, alleging slander, breach of contract and fraud for the actions occurring following execution of a settlement agreement between Mr. Schreiber, the ACBL and various other parties to a previous lawsuit.

**Procedural Posture:** In August 2016, Defendants' counsel filed a Motion to Dismiss the complaint. In October 2016, the court dismissed the claim for slander but denied dismissal of the counts related to breach of contract and fraud. Defendants filed an Answer on October 20, 2016, denying the allegations in the Complaint.

**Status:** Representation for Defendants was assumed by Snider & Horner in January 2017. The next step is a scheduling conference which will set the timing for interrogatories and depositions.

Respectfully submitted,

/s/ Linda J Dunn

Linda J. Dunn, Esq.

Dated: February 24, 2017

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<sup>1</sup> The November 2016 Litigation Report implied that the ACBL and District 10 were defendants in the 2015 lawsuit when they are not.