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COURT OF FANTASY FOOTBALL

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COMMISSIONER : Index No. **2559-T**
 : Date: **December 4, 2008**
 : League Type: **12 TEAM H-TO-H,**
 : **NON-KEEPER**
 : Dispute: **TRADE DISPUTE**
 : Judge: **MARC EDELMAN**
 :
 : **THIS TRADE DOES NOT**
 : **ADEQUATELY BENEFIT BOTH**
 : **TEAMS**
-----X

Petitioner,
- against -
TEAMS 1, 2 & 3
Respondent

**REMEDY TO OVERTURN TRADE
FAILS AS UNDULY SLOTHFUL**

**COURT AWARD ALTERNATIVE
REMEDY OF RESETTING WAIVER
PRIORITY FOR TEAM 1 AND
TEAM 2**

Petitioner, the league commissioner, brings this claim in the COURT OF FANTASY FOOTBALL, seeking to determine the status of a proposed three-way trade between TEAM 1, TEAM 2, and TEAM 3 that was originally made over three weeks ago, on November 13, 2008. At the time the trade was made, TEAM 1 and TEAM 2 were both in playoff contention. TEAM 3 was already mathematically eliminated. This league is a non-keeper league.

The parties to this suit charged the court to answer three very specific questions?

1. Was this trade fair for all three teams?
2. Was TEAM 1's receiving of Gonzalez and Rivers for Cooley and Ward fair?
3. What is the appropriate remedy?

The Law on Upholding a Trade

In this court, it is the general rule that any fantasy baseball trade shall be upheld as long as the trade adequately benefits both teams. (*See Public Opinion No. 101, Big Red Rockers v. Big City Bombers*). Where a league constitution provides alternative criteria for reviewing a trade, the alternative criteria may supersede the general rule. (*See Public Opinion No. 409-T, Commissioner P.K. v. Cartman*). However, where no league constitution exists, the default rule fully applies.

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The review of a trade should be based on a reasonableness standard *at the time the trade was made*. (See Public Opinion No. 409-T, Commissioner P.K. v. Cartman) (redacted section). This means the court will place itself in the shoes of the parties at the time. It will not Monday Morning quarterback the deal based on subsequent events, such as injuries.

Finally, this court applies all equitable doctrines of law, including the Doctrine of Laches. The Doctrine of Laches states that a party is barred from bringing a claim as a matter of fairness if the party is unduly slothful in doing so, and a remedy at the later date would be improper. While this court is not ready to *per se* bar this claim, it acknowledges that it will be very difficult to fashion a meaningful remedy given the extended delay before the plaintiff brought the claim (the trade was consummated on November 10 and the dispute was not submitted until December 3). Given the amount of time the league has waited for the eggs to scramble, it has become all that much harder to now unscramble them. Recognizing the many subsequent free agent moves that the respective teams have made (or not made), there is no way to simply unwind this transaction.

Analysis of the Proposed Trade

The proposed trade is a three-way deal with players mixed and matched between TEAM 1, TEAM 2, and TEAM 3. Because the trade is complex, it must be reviewed separately from the vantage point of each team to determine whether each team adequately benefited from the deal.

Did TEAM 1 Adequately Benefit?

In this deal, TEAM 1 traded away Anthony Gonzalez (WR – Colts, No. 48 ranked WR according to Yahoo!) and Phillip Rivers (QB- Chargers, No. 6 ranked QB according to Yahoo!). He received Chris Cooley (TE – Washington D.C. Football Team, No. 5 ranked TE according to Yahoo!) and Hines Ward (Steelers – WR, No. 14 ranked WR according to Yahoo!).

In making this trade, Cooley (No. 5 ranked TE according to Yahoo!) immediately becomes a starting tight end for TEAM 1, replacing Heath Miller (No. 22 ranked tight end according to Yahoo!) in his starting lineup. This marks a substantial upgrade for TEAM 1 at that position. Meanwhile, TEAM 1 does not downgrade anywhere else in the process. Gonzalez was merely an end-of-bench reserve for TEAM 1, and the acquisition of Ward (who actually should start for TEAM 1) far more than offsets that loss.

Meanwhile, even though Phillip Rivers (No. 6 ranked QB according to Yahoo!) would be a very good starting fantasy quarterback for most other teams, TEAM 1 already has Jay Cutler (No. 5 ranked TE according to Yahoo!). While it is impossible to predict with certainty which of the two players TEAM 1 was starting at the time, a switch from Rivers to Cutler is at worst a wash for TEAM 1. So, barring an injury to Cutler, losing Rivers is not much of a loss.

In other words, TEAM 1 gains one and probably two starters in the deal. He loses nothing but depth. Therefore, he more than adequately benefits.

Did TEAM 2 Adequately Benefit?

In this deal, TEAM 2 traded away Tim Hightower (RB – Cardinals, No. 26 ranked RB according to Yahoo!), Brady Quinn (QB – Browns, unranked according to Yahoo!) and Hines Ward (WR – Steelers, No 14 ranked WR according to Yahoo!). He received Phillip Rivers (QB – Chargers No. 6 ranked QB according to Yahoo!).

Upon first glance, it seems like TEAM 2 gave up a lot of value to only get decent value in return. However, it is clear from his team roster that TEAM 2 also adequately benefited. Prior to the trade, TEAM 2 had a gaping hole at quarterback with the “three-headed non-monster” of Chad Pennington, Brady Quinn, and Carson Palmer. After the trade, he now has a *bona fide* starting quarterback in Rivers. In addition, the players TEAM 2 gave up were all likely reserves for him. The way I see the TEAM 2 depth chart, both before and after the trade, Brandon Jacobs and Steven Jackson are the starting running backs, Steve Slaton is the starting flex, and Larry Fitzgerald and Santana Moss are the starting wide receivers.

In other words, TEAM 1 gains one starter in the deal, and he loses nothing other than depth. Therefore, he more than adequately benefits.

Did TEAM 3 Adequately Benefit?

In this deal, TEAM 3 traded Chris Cooley (TE – Washington D.C. Football Team, No. 5 ranked TE according to Yahoo!). He received Tim Hightower (RB – Cardinals, No. 26 ranked RB according to Yahoo!), Brady Quinn (QB – Browns, unranked according to Yahoo!), and Anthony Gonzalez (WR – Colts, No. 48 ranked WR according to Yahoo!).

Although Chris Cooley is only one player, his loss is substantial to TEAM 3, as TEAM 3 does not have a back-up tight end. In addition, Cooley is having an exceptional year especially in terms of receiving yards. Given this is a deep, twelve-team league, it is very likely that TEAM 3 will find an adequate replacement for Cooley, much less any tight end, on the free agent waiver wire.

Meanwhile, the only player from the trade likely to crack TEAM 3’s starting lineup is Tim Hightower at running back, and, even there, Hightower is only a slight upgrade over Warrick Dunn (No, 29 ranked RB according to Yahoo!). To further illustrate this point:

- TEAM 3 has Brett Favre as his starting quarterback (No. 11 ranked QB according to Yahoo! and improving weekly). Even as of the date of trade, November 10, Brady Quinn was not a likely choice to supplant him there.

- TEAM 3 has at wide receiver/flex Muhsin Muhammad (No. 32 ranked QB according to Yahoo!), Donald Driver, No. 26 ranked WR according to Yahoo!), and Marcus Colston (a 2007 Pro Bowler who in just his second week back from injury caught seven passes for 140 yards on the day before the trade was made). Anthony Gonzalez was not going to replace either of them.

In other words, TEAM 3 gets a slight upgrade at running back with the roster switch from Warrick Dunn to Tim Hightower. However, in the process he gives up one of the game's elite tight ends, Chris Cooley. Plus, his team does not have a backup. The argument here that TEAM 3 benefits is exceedingly weak. Furthermore, making matters worse, given this is a non-keeper league and TEAM 3 was already mathematically eliminated at the time of the trade, calling into question his motives for even making this deal.

There is a bona fide question as to whether any trade TEAM 3 made could have ever allowed him to adequately benefit. While many play fantasy football for pride, and the league rules allow eliminated teams to make trades, there is no reason to void the trade just because TEAM 3 was eliminated. However, given how incredibly weak the argument is that TEAM 3 benefits from this deal, and given the fact that TEAM 3 was already mathematically eliminated from competition, these two reasons combine as sufficient for the court to conclude that TEAM 3 did not adequately benefit.

If this trade had been submitted to this court in a reasonable amount of time after it was consummated, this court would have reversed this trade. However, given the Doctrine of Laches, the delay makes that remedy infeasible.

Specific Questions

To now address the three specific questions this court was charged to answer:

1. *Was this trade "fair" for all three teams?*

No. While this trade adequately benefited TEAM 1 and TEAM 2, the trade did not adequately benefit TEAM 3.

2. *Was TEAM 1's receiving of Gonzalez and Rivers for Cooley and Ward "fair"?*

Because the court applies the "adequately benefit" standard that evaluates a trade based on the gestalt, and this trade did not (and could not) have actually occurred because Cooley and Ward were on different fantasy teams, this court chooses not to address this issue. I believe the analysis above is sufficient.

3. *What is the appropriate remedy?*

Normally this trade would be overturned, however, based on the delay in filing a complaint, that remedy seems unfair under the Doctrine of Laches. There is no justifiable reason why it took the parties that were unhappy with this trade 22 days to file a complaint. This court will not overrule a trade more than three weeks later.

Nevertheless, because this trade provided what amounts to “free reinforcements” to TEAM 1 and TEAM 2, these shall not be allowed at first crack at the next set of reinforcements. Therefore, while it is only a minimal remedy, TEAM 1’s waiver priority should be reset to 12th. TEAM 2’s waiver priority shall be reset to 11th.

Holding

This trade does not adequately benefit all teams involved; however, because the league was unduly slothful in bringing this claim, the trade cannot be overturned. Therefore only a minimal equitable remedy is possible.

As that minimal, equitable remedy, TEAM 1’s waiver priority shall be reset to 12th and TEAM 2’s waiver priority shall be reset to 11th.

Finally, as a side note, this court recommends your league either pass a rule next year that prevents teams that are mathematically eliminated from making trades, or, in the alternative, push up the trade deadline to prevent a reoccurrence of this problem.

Respectfully Submitted,
The SportsJudge.com Team