



**Knapp v. Northwestern University No. 95C6454, 1996 WL 495559
(N.D. Ill. Aug. 18, 1996)**

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Knapp v. Northwestern University

No. 95C6454, 1996 WL 495559 (N.D.ILL. AUG. 18, 1996)

INTRODUCTION

Nicholas Knapp (“Knapp”), a college student, sued Northwestern University (“Northwestern”) and its Director of Athletics, Richard Taylor (“Taylor”), for violation of the Rehabilitation Act of 1973¹ and the duty of “fundamental fairness” when the team’s physician determined that Knapp was medically ineligible to play intercollegiate basketball. Alternatively, Northwestern sought dismissal of the fundamental fairness claim, alleging Knapp’s failure to state a claim for which relief could be granted pursuant to Federal Rule of Civil Procedure 12(b).² The United States District Court for the Northern District of Illinois granted Northwestern’s motion. The court held that Knapp failed to prove that he had a substantial economic interest in participating in intercollegiate athletics.

FACTS

The plaintiff, Nicholas Knapp, is a student at Northwestern University.³ In 1994, he was recruited to play intercollegiate basketball for Northwestern on an athletic scholarship.⁴ Richard Taylor is the Director of Athletics at Northwestern University. Northwestern’s basketball team plays intercollegiate basketball in the Big Ten Conference of the National Collegiate Athletic Association (“NCAA”).⁵

On September 19, 1994, during Knapp’s senior year in high school, he collapsed while playing basketball during gym at school.⁶ The doctors concluded that Knapp experienced cardiac arrest due to his heart going into ventricular fibrillation.⁷ Later, doctors implanted a Medtronic defibrillator device into Knapp’s abdomen to protect him from future episodes of heart failure.⁸ Although Knapp was under the care of various physicians after experiencing the cardiac arrest, he continued to play competitive basketball.⁹

On November 9, 1994, Knapp signed a “National Letter of Intent” to attend Northwestern.¹⁰ This letter was a contract entered into between the prospective student-athlete and the university who executed it which imposed obligations on both parties. On October 15, 1995, Knapp reported to the team basketball practice at

1. 29 U.S.C. § 794 (1973).

2. FED. R. CIV. P. 12(b).

3. Knapp v. Northwestern University, No. 95C6454, 1996 WL 49559, *1 (N.D.ILL. 1996).

4. *Id.*

5. *Id.*

6. *Id.*

7. *Id.*

8. *Id.*

9. *Id.*

10. *Id.*

Northwestern, however, he was not allowed to practice.¹¹ On November 7, 1995, Northwestern's team physician determined that Knapp was medically ineligible to play basketball, but Knapp was allowed to continue to receive his athletic scholarship.¹²

Because Northwestern would not allow Knapp to play intercollegiate basketball on the basketball team, Knapp filed suit against Northwestern and Taylor, alleging violation of the Rehabilitation Act of 1973¹³ and breach of the duty of fundamental fairness. Subsequently, the defendants filed a motion to dismiss the fundamental fairness claim, alleging Knapp's failure to state a claim upon which relief could be granted.

LEGAL ANALYSIS

The issue before the district court was whether Knapp's complaint contained sufficient facts to support his claim which would entitle him to relief. A claim may be dismissed only if it appears beyond a doubt that the plaintiff can prove no set of facts in support of his claim, which would entitle him to relief.¹⁴ In his pleadings, Knapp asserted that Northwestern and Taylor breached their duty of fundamental fairness to him when they medically disqualified him from playing intercollegiate basketball.¹⁵ Furthermore, Knapp asserted that his disqualification constituted a de facto expulsion from the NCAA and the Big Ten Conference.¹⁶ Knapp claimed that Northwestern and Taylor's duty of fundamental fairness was based on the fact that Knapp had a substantial interest in participating in intercollegiate athletics.¹⁷ Also, Knapp asserted that he would be subject to a severe penalty, the loss of his scholarship, if he tried to leave Northwestern and play intercollegiate basketball at another college.¹⁸

Knapp based his claim of fundamental fairness on three cases that annulled a plaintiff's expulsion from activities of a private association.¹⁹ However, the court found that those cases did not assist Knapp in his breach of duty of fundamental fairness claim.²⁰ The district court found that in the cases cited by Knapp there was judicial review of the decisions made by the private institutions only because the courts found that the plaintiffs in those cases possessed an important economic

11. *Id.*

12. *Id.*

13. 29 U.S.C. § 794 (1973).

14. *Knapp*, 1996 WL 495559 at *1 (citing *Antonelli v. Sheahan*, 81 F.3d 1422, 1427 (7th Cir. 1996)).

15. *Knapp*, 1996 WL 495559 at *2.

16. *Id.*

17. *Id.*

18. *Id.*

19. *Id.* (referring to *Van Daele v. Vinci*, 282 N.E.2d 728, 731-32 (Ill.App. 1972), *cert. denied*, 409 U.S. 1007 (1972); *Virgin v. American College of Surgeons*, 192 N.E.2d 414, 422-423 (Ill. App. 1963); *Duby v. American College of Surgeons*, 468 F.2d 364, 368-69 (7th Cir. 1972)).

20. *Knapp*, 1996 WL 495559 at *1.

interest.²¹ The important economic interest possessed by the plaintiffs in the *Vinci*, *Virgin*, and *Duby* cases was based on the individual's opportunity for earning and pursuing their livelihood.²² For the courts to review the decisions of the private institutions in the above cases, the individual's opportunity for earning and pursuing his/her livelihood had to be affected by improper administrative procedures.²³ Moreover, the court stated that in those cases the plaintiffs suffered direct and real economic harm to their ability to earn a living as a direct result of their expulsion from professional associations.²⁴ In *Knapp*, the district court noted that courts have held that expulsions should be annulled when they are contrary to the rules of the association, or lacking in good faith.²⁵ Furthermore, the court determined that in order for it to interfere with the internal operations of Northwestern, Knapp had to establish that he had a substantial economic interest in playing intercollegiate basketball and that his ability to earn a living was affected.²⁶

The court found that Knapp was unable to establish that he had a substantial economic interest in playing intercollegiate basketball and that his ability to earn a living was affected. The district court reasoned that although participation in intercollegiate basketball is recognized as a training ground for a professional basketball career, it did not guarantee Knapp a professional basketball career. The court, citing *Hawkins v. NCAA*,²⁷ found the possibility of obtaining a professional basketball career too speculative to even constitute a present economic interest.²⁸ Moreover, the court found that Knapp's losing his athletic scholarship if he transferred to another school did not constitute an economic interest affecting his ability to earn a livelihood.²⁹ The court agreed that a college degree enhances one's ability to earn a livelihood, but it disagreed that losing a scholarship prohibited a person from pursuing a college degree,³⁰ thereby prohibiting Knapp from earning a livelihood. Therefore, Knapp's claim that losing his scholarship would invoke a severe penalty upon him was rejected by the district court. The court determined that the *real* penalty would be not receiving a college education, while Knapp considered the penalty to be ineligible to play intercollegiate basketball. Thus, the District Court found that Knapp failed to establish that he had a substantial economic interest that affected his ability to earn a living and the court refused to interfere with the decision of Northwestern, a private institution, not to let Knapp play intercollegiate basketball.

Finally, Knapp asserted that even if he failed to state a cause of action for breach of duty of fundamental fairness, his claim set forth sufficient facts to state a cause of

21. *Id.*

22. *Id.*

23. *Id.*

24. *Id.*

25. *Id.*

26. *Id.*

27. 652 F.Supp 602, 611 (C.D.Ill. 1987); *see also* Colorado Seminary v. NCAA, 417 F.Supp 885, 895 (D. Colo. 1976), *aff'd*, 570 F.2d 320 (10th Cir. 1978).

28. *Knapp*, 1996 WL 495559 at *2.

29. *Id.*

30. *Id.*

action for breach of contract.³¹ The district court found this assertion to be strained, even though a claim can not be dismissed for failure to identify a legal theory, as long as the facts alleged supported some theory of relief.³² However, the court frankly stated that the rules of federal procedure do not support a broad search of the legal landscape by the plaintiff to find legal theories to support his case.³³ The court then went on to recite the elements of a breach of contract claim.³⁴ Upon recitation, the court stated that Knapp failed to allege in his complaint sufficient facts to give notice to the defendants of the elements of breach of contract. In dictum, the court stated that “however inartfully pleaded the complaint may be,” it was possible that Knapp might be able to meet the requirements of the “liberal pleading rules” and adequately allege a cause of action for breach of contract if he were given another chance to do so.³⁵ Therefore, although insufficient pleading of the breach of contract claim and Knapp’s failure to state a cause of action for breach of duty of fundamental fairness led to the court’s granting the defendants’ motion to dismiss, Knapp was allowed to seek leave to amend his complaint to include a breach of contract claim.³⁶

CONCLUSION

Knapp claimed that Northwestern breached their duty of fundamental fairness to him when they medically disqualified him from playing intercollegiate basketball, thereby constituting a de facto expulsion from the NCAA and the Big Ten Conference. The United States District Court for the Northern District of Illinois found that Knapp did not prove that he had a substantial economic interest in playing intercollegiate basketball that would affect his ability to earn a living. Furthermore, although Knapp’s claim set forth facts that could support a cause of action for breach of contract, it did not allege the formation of a contract, nor the terms of the contract. Moreover, the claim did not allege the performance, breach, nor damages aspects of a breach of contract claim. Thus, the district court decided that Knapp could not prove the central elements of either of his claims and granted Northwestern’s motion to dismiss. However, the court stated that Knapp could seek leave to amend his complaint to include a breach of contract claim.

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31. *Id.*

32. *Id.* (citing *Bartholet v. Reishauer*, 953 F.2d 1073, 1078 (7th Cir. 1992)).

33. *Knapp*, 1996 WL 495559, at *2.

34. *Id.*

35. *Id.*

36. *Id.*