

NATIONAL SPORTS LAW

NEGOTIATION COMPETITION 2025

ROUND TWO

*“Carrying Violation”*¹

GENERAL FACTS FOR BOTH TEAMS

Pregnancy has always been part of the reality of women’s sports, but it’s rarely been simple. Professional teams have to juggle the natural timelines of players’ lives with the relentless demands of small rosters, tight competitive windows, and year-round training schedules. The law is clear that athletes—as with employees in general—cannot be punished for starting families, yet the pressures of winning seasons and contract decisions often collide with those protections.

Few cases have brought that tension into sharper focus than the ongoing dispute between Dearica Hamby and the Las Vegas Aces. Hamby, a two-time Sixth Woman of the Year, multiple-time All-Star, and respected veteran, built her career in San Antonio and then in Las Vegas after the Stars franchise relocated and became the Aces. By 2022, Hamby had become an integral part of the Aces’ run to their first WNBA championship, and she signed a two-year extension to stay in Las Vegas that June.

A few weeks after signing the extension, however, Hamby learned she was pregnant with her second child. She informed team staff in August 2022 and publicly announced the pregnancy during the Aces’ championship parade that fall.

What followed quickly became a matter of dispute. Hamby contends that, alongside her formal WNBA contract, the Aces promised off-court benefits, including covering her daughter’s

¹ This fact pattern is based on real-life active litigation: *Hamby v. WNBA & Las Vegas Basketball LP*, No. 24-cv-01474 (D. Nev.). *See also* *Hamby v. WNBA*, No. 24-cv-01474, 2025 WL 1331494 (D. Nev. May 6, 2025) (granting in part and denying in part motion to dismiss.) Per NSLNC Rules 6(a-d), while competition teams are permitted and encouraged to look outside of the fact pattern for additional *background* information, any outside information must be cited and must not change any material fact within the fact pattern. Specific to this negotiation problem, you are permitted to review party pleadings, law review articles, and news articles about the case for the purposes of background information. **To the extent that any differences may exist between this fact pattern and the real-life facts of the *Hamby* litigation, the information contained within this fact pattern shall control.**

school tuition and providing team-arranged housing to support her family, and once she announced her pregnancy the team began backtracking on earlier assurances, delaying tuition payments, revoking housing, and questioning her commitment. She recalls a January 2023 phone call with head coach Becky Hammon in which she says she was asked whether she had “planned” the pregnancy, told she was a “question mark,” and warned that the staff expected she might become pregnant again. Soon after, Hamby was traded to the Los Angeles Sparks, and she claims club officials indirectly confirmed that her trade was due to her unavailability due to her pregnancy and the fear that she might get pregnant again.

In her subsequent lawsuit, she alleged not only discrimination but also retaliation: that the Aces discouraged staff and players from communicating with her, improperly sought access to her medical records, excluded her from the White House ceremony celebrating the championship, and even instructed arena personnel not to show her daughter on the video board at a playoff game. The Aces denied these allegations and, in their filings, argued that many of the incidents described were unrelated to Hamby’s employment or not actionable under anti-discrimination law.

The case has drawn national attention. Hamby’s complaint named both the Aces and the WNBA. The league was later dismissed from the case after the court found that her allegations did not support direct liability for the WNBA. The court, however, found that most of Hamby’s claims against the Aces were pled sufficiently to proceed, noting that the factual disputes about intent and treatment could not be resolved at the motion to dismiss stage. Hamby has since filed an amended complaint dropping all claims against the WNBA and retaining just two against the Aces: Discrimination Based on Sex (Pregnancy) in Violation of Title VII and Title VII Retaliation. The Aces have filed an answer and the parties are now in discovery.

With litigation ongoing and both parties aware of the risks of continuing forward, Hamby and the Aces have agreed to have their representatives meet to explore the possibility of resolution outside of court. Both Hamby and the Aces have given their representatives full authorization to be as creative as they can to try to find a solution that fits both sides’ needs and allows the parties to avoid moving forward with the litigation.

CONFIDENTIAL FACTS FOR DEARICA HAMBY

For Dearica Hamby, this case is not just about a trade, a contract, or a technical dispute over benefits. It is about dignity, fairness, and accountability in women’s professional sports. Hamby sees herself as standing at a critical intersection: her own personal experiences as a mother and professional athlete, and the broader fight for respect and equity across the league. From her perspective, what happened to her was not merely unfortunate timing as the team as insinuated in their legal defense but a textbook example of how pregnancy discrimination can manifest in professional sports. She wants this case to make clear that women athletes cannot be punished for choosing motherhood.

Hamby knows the counterarguments here. Yes, she could have been traded to the Sparks at any time and for any reason; the WNBA is a business, and trades happen. And while she went from starting 32 games with the Aces in 2022 to mostly serving as a sixth woman again with the Sparks in 2023, her minutes were barely affected, and she gained the opportunity to come back as a starter and play more minutes than she has in her entire career in 2024 and 2025. She loves her teammates on the Sparks, and begrudgingly admits that despite the circumstances, the trade ended up working out just fine.

Yet there was still a heavy personal cost to the trade. After signing her extension in 2022, she was led to believe that the Aces would support her and her family, not only through continued housing assistance but also by helping with her daughter’s school tuition. When she became pregnant and made that public during the championship parade, the tone changed. Promises that had seemed firm were suddenly delayed or rescinded. And despite the Aces coming back later and saying that these “impermissible benefits” should not have been offered in the first place, the benefits are not the only instance where she sees that she was retaliated against for her pregnancy. Conversations that had once been supportive became critical, with insinuations from coaches that her pregnancy was “planned” to avoid responsibility or that she was not taking her workouts seriously. To Hamby, this was not simply bad business practice—it was a betrayal of trust and a personal attack on her character.

The January 2023 trade compounded that hurt. She felt singled out, discarded, and treated as expendable at precisely the moment when she needed her team’s support. The fact that she went on to give birth in March and then still played in all forty games for the Sparks the

next season is, in her view, proof that she remained the same reliable, high-performing professional she had always been. The idea that she was a “question mark” was not only wrong but insulting, and she is determined that no other player should have to endure similar treatment.

Hamby is also acutely aware of the symbolic weight of her case. The WNBA’s punishment of the Aces—a suspended first-round draft pick and Coach Hammon’s suspension—was historic. But Hamby agrees with the WNBPA’s response: the sanctions penalized future players more than they addressed the harm she herself suffered. That punishment did nothing to remedy her loss of trust, the stigma she faced, or the example it set for other players. She believes that unless her lawsuit produces a meaningful outcome, the real message to other franchises will be that teams can mistreat players during pregnancy so long as they are willing to absorb a draft penalty or a short suspension.

Hamby is not a lawyer but based on what she has been told by her litigation team she feels that the law is firmly on her side. She understands that motions to dismiss are not judgments on the facts, but she draws strength from the fact that her story survived that early hurdle and was enough for a federal judge to continue her case against the Aces. And while she knows she does not yet have a “smoking gun” to show causation—emails admitting the link between the trade and her pregnancy, or any sort of tangible evidence to support her recounting of her conversation with Coach Hammon and the other coaches beyond her word—she still believes that the facts are on her side. Promises were made and then withdrawn, and the timing of those withdrawn promises—right after she announced her pregnancy—can only lead to the explanation that they are linked. She is confident that discovery will uncover internal communications that validate her account, and she is willing to go that distance if necessary.

But Hamby’s interests are not only legal. They are reputational and cultural. She wants to be remembered not as a player who was “traded because she got pregnant,” but as one who stood up and forced the league to recognize the rights of mothers. She knows she has the support of many fans, particularly women who are increasingly invested in the WNBA and who see her story as part of a larger struggle for gender equity in sports. That public opinion gives her leverage, and she does not intend to squander it.

Hamby understands the realities of negotiation. She knows litigation is slow, expensive, and draining, and she does not want her legacy defined by a protracted legal battle. Yet she is willing to fight if she needs to, and she does not simply want to be paid off for her harm. What

she wants most is meaningful recognition that what happened to her was wrong, which starts with acknowledgment that what happened to her was wrong and structural commitments that ensure other players are treated better in the future.

But, of course, the financial piece is also important. Hamby's attorneys are working on contingency, where they will receive 30 percent of any lump-sum settlement payout or rely on Title VII's attorneys' fees provision if she were to prevail at trial. However, Hamby would prefer to negotiate the attorneys' fees and her own payout separately. She certainly wants compensation in her own right but wants to make sure that her attorneys are paid for their time and effort in case she feels she must prioritize more intangible items in an ultimate settlement package.

Hamby's attorneys have estimated their billable hours and costs at \$150,000 so far—a number that will obviously only increase as the litigation moves forward. Hamby would require every penny of those costs paid for in any settlement agreement. Yet she does not want her settlement to just be covering her lawyers. There are the unpaid benefits to consider, and she of course wants some compensation to represent the personal and reputational harm she has suffered throughout the course of events. Two years of private school tuition at the school her first born attended in Las Vegas runs about \$50,000, and the housing stipend she received from the Aces was worth \$80,000 for the course of the two-year extension. While there are no lost wages to speak of since she was paid by the Aces, she would want to see at least \$200,000 in compensation directed towards her specifically for the emotional distress of having to file the lawsuit and as a deterrence towards similar future conduct.

Hamby fully understands that, in return for a payout, she will have to sign some form of confidentiality clause that allows the Aces to walk away from the lawsuit scot-free. While she knows this is an essential part of the settlement process, Hamby has mixed feelings about how she would feel living under such a clause. On one hand, she shares the Aces' desire to move on and not let this incident define the rest of her career. On the other hand, she wants the choice to be able to fully speak out as an advocate for women's rights and wants to keep pressing the WNBA to ensure no other player has to go through what she did.

With that in mind, Hamby is comfortable keeping the specific settlement terms and dollar figures confidential, but she will push for explicit carveouts that preserve her ability to speak more broadly. In particular, she wants the right to talk about her lived experience in general

terms (even if she agrees to do so without directly accusing the Aces of liability) and the ability to continue participating in WNBPA advocacy, media appearances, and public panels on pregnancy discrimination in sports. These carveouts matter to Hamby as much as the money: she does not want to feel silenced in exchange for a check.

Hamby's concerns about a settlement silencing her will be compounded if the Aces' focus heavily on remedial organizational measures to palliate her concerns. While Hamby absolutely wants to make sure that what happened to her does not happen to anyone else (and does not want to feel selfish in the relief that she seeks), she does not want to cede any ground for remedial measures that will be shallow and merely cosmetic. Yes, it is great that the Aces have required Coach Hammon and other organizational leaders to participate in discrimination training, but how effective can that training actually be? What real steps are the Aces willing to take to ensure that they never again discriminate against an athlete because of her pregnancy?

What Hamby wants is something more concrete, more lasting. She wants commitments that go beyond a one-off sensitivity training or a single policy memo. She would like to see the Aces adopt a clear parental leave policy and mandatory training on pregnancy discrimination for all coaches and front office staff, with real teeth to ensure compliance. Even better would be something public-facing—a partnership with the WNBPA or a community program supporting working mothers in sports—that would show this is not just about checking boxes to get her lawsuit settled.

At the same time, Hamby is realistic. She knows she can't dictate every detail of how the Aces run their franchise. But she wants the settlement to include something she can point to and say: this changed because of what happened to me. Without that, she will not feel the deal truly delivers justice, no matter how much money is involved.

Above all, Hamby wants closure on her terms. She is not looking to embarrass the Aces for sport, nor is she out to destroy the team's reputation. But she will not accept a settlement that looks like a quiet payoff. She needs to leave the table with something she can hold up to her peers, her union, and her family as proof that she turned a painful episode into meaningful progress, and she is more than willing to listen to any sort of creative proposal that meets those goals. To her, that is what justice looks like, and it is the standard she will measure any agreement against.

CONFIDENTIAL FACTS FOR THE LAS VEGAS ACES

The Las Vegas Aces organization finds itself in the difficult position of trying to move forward while still being pulled back into an incident that has already caused significant damage. The franchise has become one of the WNBA's flagships—on-court success, sold-out crowds at Michelob Ultra Arena, a deepening fan base in Las Vegas, and a growing national profile. But the Dearica Hamby dispute has cast a long shadow. What the team had hoped would be a clean, business-driven roster decision has been painted publicly as a discriminatory act that the Aces believe mischaracterizes both their intent and their culture.

From the Aces' perspective, the punishment already imposed by the league should have been the end of the matter. The Aces were not thrilled about the WNBA's punishment for the incident, and those feelings stand today. The WNBA took the unprecedented step of rescinding a future first-round draft pick and suspending head coach Becky Hammon for two games, a penalty structure intended to send a clear signal that the league viewed the matter seriously. Yet the WNBA's investigation could not find a clear causal link between Hamby's pregnancy and the Aces' decision to trade her, and as such the penalty ultimately was mostly for the impermissible benefits, not any sort of pregnancy discrimination. Despite this—and much to the Aces chagrin—the WNBA still sold the penalty as tied to the alleged pregnancy discrimination, allowing them to save their own hides while hurting the Aces in the court of public opinion.

The Aces did not agree with all of the league's conclusions, but they abided by the decision and have since taken steps internally to ensure that similar issues do not arise again. They have instituted new compliance training, tightened procedures around what benefits staff can and cannot offer players, privately reprimanded Hamby for her inartful comments, and reinforced the boundaries between basketball decisions and personal matters. That, the Aces feel, should have been enough. The league's action punished the organization and sent a message across the WNBA. To the Aces, any additional punishment risks creating a dangerous precedent: one in which every contested roster move could be second-guessed as discriminatory or retaliatory. They believe strongly that player trades, extensions, and roster decisions must remain a matter of basketball judgment, even if those decisions are painful or poorly timed.

At the heart of the dispute is the team's view that Hamby is conflating two different issues: promises about benefits that were never formally part of her contract, and her pregnancy.

The Aces acknowledge that informal promises were made—tuition support for her daughter and continuation of housing. But those promises were impermissible benefits. Had the team actually fulfilled them, the punishment from the league might have been even harsher. The Aces feel they were caught in a no-win situation: follow through and risk further violations, or pull back and face accusations of mistreating a player. If anything, the Aces feel that Hamby bringing this issue to light hurt her former teammates; the WNBA investigation uncovered and shut down similar deals the Aces had made with other players, and the Aces are convinced that the \$100,000 per player NIL deal that the Las Vegas Convention and Visitors Authority offered in 2024 would not have been so objectionable without this prior history.

On the pregnancy issue, the Aces maintain the timing of Hamby’s trade was unfortunate but not discriminatory. By January 2023, the team was focused on defending its title and needed healthy players on the roster and Hamby was unlikely to be ready by the start of the season. The trade, in their eyes, was a basketball decision driven by roster needs. That said, the Aces recognize that some of Coach Hammon’s comments—particularly her questioning about whether Hamby’s pregnancy was planned and suggesting she “did not hold up her end of the bargain” by getting pregnant—have created a major litigation headache. Even if they know the remarks did not represent the driving decision-making behind the trade decision, the Aces understand that they risk being taken out of context in court and cast in the worst possible light, and that reality looms over the case despite their insistence that the trade itself was not motivated by bias.

Ultimately, however, the Aces also believe that Hamby is overstating the legal strength of her case. They know the court denied their motion to dismiss, but they view that ruling as procedural, not substantive. As the Aces see it, once discovery is complete and the full picture emerges, Hamby will not be able to establish the required causation between her pregnancy and the team’s actions. They take some comfort in the league’s sealed report, which they believe largely vindicates them. The Aces intend to rely on those findings if litigation continues.

At the same time, the organization cannot ignore the risks. They know discovery could pull internal communications into the spotlight, and even out-of-context remarks could look bad in the court of public opinion. They are also aware that prolonged litigation keeps the story alive and threatens to overshadow their success on the court. Sponsors, community partners, and fans have little appetite for headlines about discrimination, and the Aces want to avoid being defined by this dispute—especially with the Las Vegas sports market becoming more crowded each year.

Thus, the Aces' goals are twofold. First, they want closure—an end to this chapter that allows the team to move forward without constant reference to Hamby's allegations. Second, they want to avoid setting a precedent that could restrict their ability to make roster decisions in the future. They will consider settlement, but only if the terms do not amount to an admission of wrongdoing or an open door to more lawsuits from other players. They need to walk out of any deal with their ability to run the basketball side of the franchise intact, and with assurances that they are not branding themselves as guilty of discrimination they continue to deny.

The first matter for resolution is—of course—money. The team is adamant that the promised benefits should not be considered in any sort of calculation. After all, those benefits should not have been offered in the first place. The Aces will have to clear any settlement package with the WNBA Board of Governors before it can be executed, and if the Board sniffs out anything that appears to be compensation for the promised benefits they will shut down the deal regardless of any other terms. If Hamby wants to structure a lump sum payment and herself devote some of that money towards her children's tuition or her housing that would be one thing, but any explicit or implicit carveout would be tantamount to an admission that the provision of those benefits was enforceable, creating a potential problem for both the Aces and the league.

A simple lump sum structure would be much more palatable for the Aces. That would allow Hamby to split her settlement payment between herself and her attorneys as she (or her retainer contract) sees fit. In preparation for the negotiation, Hamby's attorneys sent over a statement indicating that they have already incurred about \$150,000 in fees and costs—a number that makes sense given the stage of litigation, but a high number that already approaches how much the Aces want to spend on a settlement. Ideally, the Aces would want to just pay those fees and a nominal amount—\$50,000 or so—for Hamby herself as compensatory damages, punitive damages, or whatever else she wants to call them. The Aces would maybe be willing to go up to \$400,000 or so in a total lump sum payment if they have to, but ownership's willingness to stretch to or even beyond that figure depends wholly on how insulated they feel from unintended consequences of a settlement.

That insulation will depend in large part on Hamby's willingness to keep the settlement confidential. The Aces are a bit worried on this front; Hamby can be a bit of a firebrand, a trait they loved on the court, but a trait that in this context may create complexities. The Aces would of course insist on an open-and-shut order of operations: the parties agree, the team makes a

statement, the team pays Hamby, and the matter is closed. A desire on Hamby's part to make a big deal out of this situation should cost her, either in terms of the settlement package or having to go to trial. Any deal where Hamby can take the Aces' money and go on to the press to repeat her unsubstantiated allegations would be absolutely unacceptable. Even her speaking on these issues in general terms without naming the Aces would still implicitly implicate them. The Aces hope that she too will want to just settle and move on, but they realistically have no read on what Hamby wants to do. She has never been much of a public advocate, but if she is adamantly looking to do so moving forward it may complicate discussions.

Indeed, the Aces feel that there really is no need for Hamby to advocate explicitly against the Aces anymore for a simple reason: they have learned their lesson, and paid dearly for their actions. Sure, most of the WNBA's punishment was more targeted towards the impermissible benefits, but the WNBA also required internal anti-discrimination training for all affected personnel after the investigation, and the team voluntarily expanded those sessions to include front office staff and player development personnel beyond what the league mandated. The Aces have also already rolled out a revised code of conduct and implemented HR procedures for handling sensitive family-planning issues well beyond any other WNBA franchise. To the Aces, these moves show they have learned from the past and have no interest in repeating mistakes.

That said, the Aces do not want the settlement to create the impression that Hamby is forcing them to overhaul their franchise or set a precedent that players can dictate internal operations through litigation. They are open to reaffirming and even publicizing the policies they have already implemented. They might also consider supporting a WNBPA initiative or a league-wide program for player wellness that touches on family planning. But they will resist anything that looks like they are admitting their past policies were unlawful or that gives Hamby ongoing oversight power over the team's internal affairs.

To that end—and above all—the Aces want to signal that they have learned from the episode without conceding that they broke the law. They believe there are creative ways to structure an agreement that can provide Hamby with a sense of vindication while also protecting the franchise's long-term interests, and they are willing to listen to any creative proposals that meet those ends. But they will not simply write a blank check or issue a blanket apology. The Aces are prepared to fight if necessary, but they are also prepared to listen if Hamby's representatives approach the conversation in a way that balances justice with practicality.