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Tuesday, September 16, 2014

Morals clauses: from Ruth to Rice

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As we all know, all is not well with the NFL. Last week, following TMZ's release of new video footage, the league indefinitely suspended Ray Rice, star running back for the Baltimore Ravens.

The new video showed what took place inside of an Atlantic City casino elevator back in February:

Rice struck his then-fiancé Janay Palmer, who struck back, causing Rice to deliver a left hook that rendered Palmer unconscious. Rice had been previously suspended for only two games following the release of a video showing him dragging an already unconscious Palmer out of the same elevator.

Ravens Head Coach John Harbaugh said that he, owner Steve Biscotti, general manager Ozzie Newsome and team president Dick Cass all watched the new video Sept. 8, and quickly decided to release Rice. As to why the team had not seen the video until then, Harbaugh said, "I have no answer for that."

On Sept. 10, the NFL said that former FBI chief Robert Mueller would conduct an investigation into the league's handling of the Rice case, which will be overseen by New York Giants owner John Mara and Pittsburgh Steelers president Art Rooney II. So perhaps at some point we will get some clarity as to who knew what, when and where. And perhaps too we'll be able glean some understanding as to why the NFL chose to take a veritable ostrich pose and not even inquire as to the potential existence of additional evidence.

This sorry state of affairs certainly poses more questions than it answers.

In 2012, Rice signed a five-year, \$40 million contract extension that included \$24 million in guaranteed money. NFL Commissioner Roger Goodell earns \$44 million a year. One would think that with incomes like that on the line, some better judgment, clear thinking and well-honed decision-making skills might bring to bear in difficult situations. But the fact is that these stratospheric incomes and the power that goes with it may actually enable poor judgment.

Earlier in the off-season, Rice called the incident the "biggest mistake of my life." Was this because of what the video reflected he did? Was it because the altercation occurred in a casino which has more video cameras in place perhaps second only to western hotel lobbies in Beijing? Or was it because now Rice no longer has a job and is virtually unemployable to play for an NFL team? Does it matter?

Discussing the Rice case over the summer, Goodell told several NFL owners that during his investigation, Janay (by then Rice's wife), told Goodell that she felt that since she had struck Ray, she was partly at fault. Goodell then told several NFL owners he felt it would have been insensitive to question her story because it would have come across as an indictment of [her] character. Given the huge economics at stake, might this not have been an unwitting or, dare I say, mutually beneficial conspiracy to keep things under wraps?

In a perhaps even odder twist, on Janay's Instagram account last week she wrote "THIS IS OUR LIFE! What you all don't get [is] If your intentions were to hurt us, embarrass us, make us feel alone, take all happiness away, you've succeeded on so many levels. Just know we will continue to grow & show the world what real love is!" While I am not sure I get the message she tried to convey, I am pretty sure that there was precious little in either of those videos that had a thing to do with love, real or otherwise. That said, the posting was explosive in its overt denial of personal responsibility of either her or Ray for the events that transpired, in the elevator or afterwards.

Many fans have been upset by what appears to be a guilty-until-proven-innocent approach by the NFL and the Ravens. Certainly by virtue of those videos, Ray Rice has been firmly indicted and convicted in the court of public opinion. But of course, this is a far too simplistic approach.

Many contracts for public figures (athletes, actors, etc.), routinely contain 'morals clauses' that prohibit certain behavior in a person's private life. These are less a proscription of Big Brother and more of a contractual acknowledgement and agreement that the price one pays for earning the really big bucks in the public arena carries with it a social cost. In these kinds of cases, it is a cost that the public figure must bear, and thus behave in a way that does not damage, defame or destroy the public image of the enterprise or institution of which the figure is a very public part. No doubt a morals clause in Rice's contract gave the Ravens and the NFL what it needed to be able to bid adieu in this case.

Historically, media reaction to the 1921-22 Fatty Arbuckle cases signaled the beginning of morals clause inclusion into talent contracts. In late 1921, and for six months, Arbuckle was involved in three widely publicized trials for the rape and manslaughter of actress Virginia Rappe. (Rappe had gotten sick at a party that Arbuckle hosted at a San Francisco hotel and died a few days later.) The first two trials resulted in hung juries; in the third trial, Arbuckle was acquitted, but his career never recovered.

The first professional athlete morals clause is probably that contained in contract addendum for Babe Ruth dated Nov. 11, 1922, which provided:

'It is understood and agreed by and between the parties hereto that the regulation above set forth, numbered '2' shall be construed to mean among other things, that the player shall at all times during the term of this contract and throughout the years 1922, 1923 and 1924, and the years 1925 and 1926 if this contract is renewed for such years, refrain and abstain entirely from the use of intoxicating liquors and that he shall not during the training and playing season in each year stay up later than 1 o'clock A.M. on any day without the permission and consent of the Club's manager, and it is understood and agreed that if at any time during the period of this contract, whether in the playing season or not, the player shall indulge in intoxicating liquors or be guilty of any action or misbehavior which may render him unfit to perform the services to be performed by him hereunder, the Club may cancel and terminate this contract and retain as the property of the Club, any sums of money withheld from the player's salary as above provided.'

New York Yankees then-owner Jake Rupert also wanted to curtail Babe's well-known womanizing habits. However, Ruth was quoted as saying 'I'll promise to go easier on drinking and to get to bed earlier, but not for you, \$50,000 or \$250,000 will I give up women. They're too much fun.'

And so, while the morals may have changed over the ensuing decades, the desire of institutions and organizations to protect their public images by ensuring its public figures behave in a manner in keeping with the social mores of the day, has not.

Morals clauses exist as a legal tool that an owner can effectively use when talent acts in such a way as to bring harm to the organization of which it's a part. But, if we are going to be frank, it does not in any way change the behavior of either the owner or the talent. What's really at stake here and what truly drives the bus, plain and simple, is money. And in the case of the NFL, lots and lots of it.

One can only hope that some good will ultimately come of the current NFL/Ravens morass. No doubt Rice's behavior is thankfully in the minority among professional athletes. However, one thing is certain, whether it's 1920 or 2014, and regardless of the presence or absence of a morals clause, there is no room in the public domain or the private one for domestic violence. Anytime. Anywhere. Ever.

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