2003

Affairs of the Heart

Michael T. Flannery

Follow this and additional works at: https://digitalcommons.law.villanova.edu/mslj

Part of the Entertainment, Arts, and Sports Law Commons

Recommended Citation

Michael T. Flannery, Affairs of the Heart, 10 Jeffrey S. Moorad Sports L.J. 211 (2003). Available at: https://digitalcommons.law.villanova.edu/mslj/vol10/iss2/1

This Article is brought to you for free and open access by Villanova University Charles Widger School of Law Digital Repository. It has been accepted for inclusion in Jeffrey S. Moorad Sports Law Journal by an authorized editor of Villanova University Charles Widger School of Law Digital Repository.
Articles

AFFAIRS OF THE HEART*

MICHAEL T. FLANNERY**

Baseball will be linked forever with family. Baseball is reminiscent of fathers and sons holding hands as they enter their first ballpark together, bonding as they crack open peanuts, reach for foul balls, and cheer for their hometown heroes. While the concept of “Yankee” baseball particularly epitomizes these ideals, it also conjures images of sex, scandal, Hollywood stars, and tragic downfalls.

In the minds of many, Yankee heroes are gods. Ultimately, however, they are just mortal men. And mortal men do not escape the randomness of life’s adversities. All of our Yankee heroes have confronted the same personal issues that almost all families face, including death, divorce, custody debates, estate squabbles, domestic controversies, and drug addictions. For Yankee players in particular, it seems the list is all too familiar. In dealing with family issues, many of our Yankee heroes have responded poorly. Some have acted despicably, diminishing themselves and the game. Still, some have acted heroically and warrant our admiration. But in the affairs of the heart, all have acted humanly. And so Yankee baseball unites us all—fathers and sons, gods and mortals—in the affairs of the heart.

Indeed, there are many accounts of domestic differences within the Yankee organization, each of which has affected not only the Yankee players, but the Yankee organization and our perception of it. These stories are just a few of the many family law-related cases of our Yankee favorites.

* This Article was originally published as a chapter in Courting the Yankees: Legal Essays on the Bronx Bombers (2003). It is reprinted here with minor substantive edits.

** Michael T. Flannery is a Professor of Legal Writing at the Villanova University School of Law, where he also teaches Family Law. A life-long Philadelphia Phillies fan, Professor Flannery holds a B.A. from the University of Delaware and a J.D. from the Catholic University of America, Columbus School of Law.
I. SEX AND SCANDAL.

A. Fritz Peterson\(^1\) and Mike Kekich\(^2\)

The most scandalous of the Yankee "sex" stories is probably that which involved pitchers Fritz Peterson and Mike Kekich. Peterson was a rookie in 1966.\(^3\) Kekich joined the club in 1969 and was known for his "wild" side.\(^4\)

In July 1972, Peterson, with his wife Marilyn, and Kekich, with his wife Susanne, attended a party at the home of sportswriter Maury Allen.\(^5\) The two women were starkly contrasted. Marilyn was thirty-one, quiet, and petite; Susanne was twenty-eight, tall, athletic, and outspoken.\(^6\) It was at this July party that the couples began considering the idea of exchanging families.\(^7\) By the time the idea came to fruition, Mike Kekich moved in with Marilyn Peterson and her children—Greg and Eric—and Fritz Peterson moved in with Susanne Kekich and her children—Kristen and Regan Leigh.\(^8\)

The couples continued the plan for several months after the 1972 season.\(^9\) But while the novelty of the off-season trade seemed to invigorate the new mates, appearances at parties only confused teammates and friends who were close to the couples.\(^10\) Rumors of the swap spread throughout the organization, and the players finally announced their scandalous arrangement to the public during spring training of 1973.\(^11\) The moral response by

2. See id. at 444 (highlighting Kekich’s career with Yankees from 1969 to 1973).
3. See id. at 491-92.
4. See Maury Allen, All Roads Lead to October 25-26 (2001) (noting Yankees signed Kekich expecting he would be next Sandy Koufax, but instead he proved to be wild pitcher who lived on the edge, riding motorcycles and parachute jumping); Gentile, supra note 1, at 444 (listing statistics of Kekich’s five-year career with Yankees).
5. See Allen, supra note 4, at 25-32 (describing author’s friendship with two families).
6. See id. at 26 (describing Marilyn as “sweet and shy and looking . . . innocent and girlish” and Susanne as aggressive).
7. See id. at 27-28.
8. See id. at 30; Marty York, Wife-Swapping Yankees Go Separate Ways, Tulsa Trib., July 4, 1992, at 3B. In an article for Ladies Home Journal, Susanne Kekich said of the swap, “I never could seem to live up to Mike’s standards . . . Fritz accepted me as I was.” Allen, supra note 4, at 31. Marilyn, on the other hand, did not handle the stress well. See id.
10. See Allen, supra note 4, at 29-30.
11. See id. at 29 (explaining Peterson and Kekich decided to go public with their story despite protests from Allen); Bowen, supra note 9, at C4.
Commissioner Bowie Kuhn, who received more mail about the incident than he did about the implementation of the designated hitter rule that same spring, and other baseball strong-arms would all but ruin the reputations of the two pitchers.12

Furthermore, the Yankee organization would not go unscathed. Although the organization had weathered the sexual storms of the carousing Babe Ruth, the popular Joe DiMaggio, and the indulgent Mickey Mantle, it was not until Peterson's and Kekich's stunt that the team had to deal publicly with an internal sex scandal. It was not long into the first season after the "swap" that the team began to feel the effects of the tension between the two pitchers.13 Shortly into the 1973 season, the atmosphere in the clubhouse was unbearable, and Kekich was traded to the Cleveland Indians.14 Ironically, Peterson would be traded to the Indians a year later, but only after Kekich had already left the team to pitch for the Texas Rangers and Seattle Mariners.15 Kekich later retired from the game in 1977.16

Susanne Kekich would later explain that her marriage to Mike had been on shaky ground long before the swap.17 Fritz Peterson voiced concern over how this would affect his sons if the relationship between his former wife and teammate did not last.18 All the while, however, Peterson vowed never to return to his former family, despite Marilyn's desperate pleas for him to take her back.19 It was only a few months after the announcement of the swap that Peterson's concerns became a reality, and the relationship between Mike Kekich and the former Marilyn Peterson fell apart.20 The

12. See Allen, supra note 4, at 29.
13. See Kelli Anderson et al., Lost and Found, Sports Illustrated, July 31, 2000, at 142.
14. See Allen, supra note 4, at 32; Anderson et al., supra note 13, at 142 (describing end of Kekich's Yankee career); York, supra note 8, at 3B; Bowen, supra note 9, at C4.
15. See Allen, supra note 4, at 32; York, supra note 8, at 3B.
16. See Allen, supra note 4, at 32 (claiming that after Kekich's multiple trades, Allen never heard from Kekich again).
17. See id. at 31 (quoting Susanne Kekich as saying she "always felt unsure about him").
18. See id. According to Allen, Fritz said, "If Marilyn and Mike don't make it, what happens to my kids? It's hard to think of them with no father, no family. It eats me up." Id.
19. See id. at 31-32.
20. See id. at 32 (relaying their attraction based on physical beauty lasted only few months); Anderson et al., supra note 13, at 142 (claiming relationship of Kekich and Marilyn "quickly unraveled"); Bowen, supra note 9, at C4 (claiming "swap" based on physical attraction). Mike Kekich is apparently living in Albuquerque, New Mexico, where he is remarried. See Anderson et al., supra note 13, at 142.
bond between Peterson and the former Susanne Kekich, however, survived; the couple married in 1974 and have four children of their own.21 After retiring from baseball in 1976, Fritz Peterson went on to other things, including selling insurance, broadcasting hockey games, selling bibles for a religious group, teaching school, and working as a casino-boat dealer in Illinois.22 Peterson’s former wife, Marilyn, spent several years alone after her breakup from Mike Kekich, but later married a physician.23 Kekich remarried and obtained a medical degree in Albuquerque, New Mexico.24 Yet, he was unable to practice medicine or become a paramedic in the United States.25 Kekich has said that the incident involving Peterson and their respective families ruined his career and his life.26

While none of the four ever accepted book offers about their relationships, their story continues to spark interest. The story may yet be told on the silver screen as actors Matt Damon and Ben Affleck have undertaken to write the screenplay for the story, with plans to portray the two Yankee pitchers in the film.27

B. Dave Winfield28

If Fritz Peterson and Mike Kekich do not own the most scandalous story in Yankee history, then Dave Winfield does. Winfield married Tonya Turner in February 1988.29 The problem was, in 1989, Sandra Renfro wanted a divorce from Winfield, claiming that she had been married to him by “common-law marriage” since

Meanwhile, Marilyn has dodged the public eye, taking her children to “midwestern obscurity.” See id.

21. See Allen, supra note 4, at 32 (stating Peterson and Susanne were better suited than Kekich and Marilyn); York, supra note 8, at 3B (discussing marriage of Peterson and Susanne).

22. See Allen, supra note 4, at 32 (recalling encounters with Peterson in ball parks years following scandal).

23. See id. (reporting Marilyn’s comfortable life in New Jersey following her remarriage).

24. See York, supra note 8, at 3B.

25. See Anderson et al., supra note 13, at 142 (stating Kekich’s current occupation is unknown).

26. See Bowen, supra note 9, at C4.

27. See Allen, supra note 4, at 32 (noting, in early 2000, several film projects about players and wives were being considered); Anderson et al., supra note 13, at 142.


29. See Baseball Star Dave Winfield Says a Week in Rio with Ex-Lover Now Haunts Him, JET, May 23, at 48 [hereinafter Week in Rio].
Winfield disagreed, claiming that Renfro was simply the mother of his child but not his common-law wife. Renfro’s divorce claim set the stage for seven reported court cases, with very different factual accounts from both parties.

The case went to trial in June 1989, on the sole issue of the existence of a common-law marriage. To establish a common-law marriage in Texas, a couple must: (1) agree to be married; (2) live together as husband and wife following the agreement; and (3) represent themselves to others as married. On July 10, 1989, a jury found by a margin of ten to two that there was a common-law marriage between Winfield and Renfro that occurred on or about April 11, 1982. The court also directed Winfield to pay Renfro $210,000 in attorney’s fees and $10,000 per month in temporary alimony. Winfield eventually appealed the final judgment, claiming that the trial court had incorrectly omitted the words “in Texas” from its jury instructions. Therefore, the question on appeal was not simply whether Winfield and Renfro had satisfied the elements of a common-law marriage, but whether they had satisfied the requirements in Texas.

Winfield and Renfro met in 1973, when Renfro was an eighteen-year-old student at Texas Southern University and Winfield was playing for the San Diego Padres. They remained friends and in 1975 or 1976, they established an intimate relationship, which eventually ended.

30. See Winfield v. Renfro, 821 S.W.2d 640, 645-47 (Tex. App. 1991) (contending there was agreement between parties to get married, after which they lived together as husband and wife and represented to others that they were married).

31. See Week in Rio, supra note 29, at 48.


33. See Winfield, 775 S.W.2d at 432.

34. See Winfield, 821 S.W.2d at 643 (providing section 1.91 of Texas Family Code, which sets forth evidentiary requirements to establish whether common-law marriage exists).

35. See Winfield, 775 S.W.2d at 433.

36. See id.

37. See Winfield, 821 S.W.2d at 643-45.

38. See id. at 643-52.

39. See id. at 654 (Mirabal, J., dissenting).

40. See id.
In 1979, Renfro married Ira Terrell and had a son, Sharad Terrell.\(^{41}\) Renfro remained married until 1981, when she began seeing Winfield again.\(^{42}\) In January 1982, Winfield and Renfro took a trip to South America, where she became pregnant with Winfield’s daughter, Shanel.\(^{43}\) Renfro claimed that she and Winfield spoke of marriage at that time because Winfield was concerned about his reputation in baseball and with the Winfield Foundation for Children, which is a charity established by Winfield.\(^{44}\)

Although Winfield denied that he ever agreed to be married to Renfro, the court ultimately found that there was such an agreement.\(^{45}\) Renfro presented evidence that, after she became pregnant, Winfield and she agreed to be married informally in Dallas on April 11, 1982.\(^{46}\) Renfro claimed that she agreed to forego a ceremony because of Winfield’s concerns about the effect his fathering a child before marriage would have on his endorsement contracts and on the New York Yankees.\(^{47}\) According to Renfro, on or about April 10, 1982, Winfield told her to get a Mercedes Benz and a nice hotel suite in Dallas, and Renfro made the reservation under the name of “Mr. and Mrs. David Winfield.”\(^{48}\) They stayed in a honeymoon suite for three days and had champagne, roses, and fruit delivered to their suite daily.\(^{49}\)

To dispute this claim, Winfield asserted that he never had a present intent to be married to Renfro and that he never stayed in the hotel with her when they met in Dallas. Rather, Winfield claimed that he always stayed with the Yankee team, that they never drank champagne to celebrate a marriage, and that neither he nor Renfro wore a wedding ring.\(^{50}\) Winfield also submitted as evidence an insurance policy signed by Renfro in December 1982 and her

\(^{41}\) See id.

\(^{42}\) See Winfield, 821 S.W.2d at 654.

\(^{43}\) See id.

\(^{44}\) See id.

\(^{45}\) See id.

\(^{46}\) See id. at 646. See id. at 645 (finding Renfro’s testimony of agreement to be married and inferences drawn from it constituted “more than a scintilla of evidence”). According to the dissent, Renfro claimed Winfield requested an informal ceremony rather than a traditional one. See id.

\(^{47}\) See Winfield, 821 S.W.2d at 645 (noting Winfield’s alleged concerns over his “image with the media”).

\(^{48}\) See id. at 654 (Mirabal, J., dissenting) (recounting Renfro’s testimony with regard to alleged informal marriage ceremony).

\(^{49}\) See id. (recounting circumstances of events following alleged private ceremony).

\(^{50}\) See id. at 646 (citing Winfield’s testimony denying any knowledge of “honey moon” suite).
income tax statement. On all these documents, Renfro indicated that she was not married.\textsuperscript{51} Having reviewed the evidence on which the jury based its findings, however, the court found that the parties did, in fact, agree to be married.\textsuperscript{52}

With respect to living together as husband and wife in Texas, Renfro claimed that Winfield told her to look for a home in which they could live together.\textsuperscript{53} He specifically requested that she find a home with good security because of his reputation.\textsuperscript{54} He subsequently purchased a condominium for them in Houston in the summer of 1982.\textsuperscript{55} Winfield told his secretary that he was buying the condominium for himself, Renfro and his family.\textsuperscript{56} Renfro moved into the condominium in August 1982 and gave birth to Winfield's daughter, Shanel, in September 1982.\textsuperscript{57} Renfro claimed that Winfield was always with her at the condominium whenever his schedule could accommodate him being in Houston.\textsuperscript{58} Winfield's secretary testified that, from October 1982 to the end of 1984, Winfield spent about 100 days in the off-season in Houston.\textsuperscript{59} Renfro asserted that Winfield paid all medical, food, housing, and travel expenses.\textsuperscript{60} She claimed that he worked around the house and acted "husbandly."\textsuperscript{61}

To counter this, Winfield claimed that he bought the condominium for the benefit of his daughter and not to marry her mother.\textsuperscript{62} He further testified that he did not have a key to the home and that he sent Renfro fruit and flowers with a card that read, "For your new home."\textsuperscript{63} Despite his secretary's testimony that he stayed in Houston about 100 days in two years, Winfield claimed that he only stayed at the condominium for fourteen days in five years.\textsuperscript{64} Winfield also proved that he took another woman to Africa

\textsuperscript{51} See id.
\textsuperscript{52} See Winfield, 821 S.W.2d at 646.
\textsuperscript{53} See id. at 647.
\textsuperscript{54} See id.
\textsuperscript{55} See id.
\textsuperscript{56} See id. at 654 (Mirabal, J., dissenting) (citing testimony of Pat Caruso).
\textsuperscript{57} See Winfield, 821 S.W.2d at 654.
\textsuperscript{58} See id. at 647.
\textsuperscript{59} See id. at 654 (Mirabal, J., dissenting).
\textsuperscript{60} See id. at 654-55 (Mirabal, J., dissenting). Renfro also claimed that, although Winfield had relationships with other women, he did not support them in the way he supported Renfro. See id.
\textsuperscript{61} See id. at 655 (Mirabal, J., dissenting).
\textsuperscript{62} See Winfield, 821 S.W.2d at 648.
\textsuperscript{63} See id.
\textsuperscript{64} See id.
in November 1982, and that Renfro knew about this.\textsuperscript{65} Despite this evidence, the court held that there was sufficient evidence to show that Winfield and Renfro had lived together as husband and wife.\textsuperscript{66}

Finally, Renfro claimed that she and Winfield held themselves out to others as husband and wife.\textsuperscript{67} Winfield claimed, however, that according to the law in Texas, Renfro had to prove that they held themselves out to others \textit{in Texas} as husband and wife, and that Renfro had failed to prove this.\textsuperscript{68} In fact, Winfield asserted that the court gave improper jury instructions by omitting this requirement.\textsuperscript{69}

To show that the parties did hold themselves out to others in Texas as husband and wife, Renfro offered testimony that she had reserved a suite at the Amfac Hotel at the Dallas Airport as “Mr. and Mrs. David Winfield,” and that, after the trip to Dallas, she told her mother that she and Winfield were married.\textsuperscript{70} The only other evidence offered by Renfro that they held themselves out to the public as husband and wife was that the mailbox at the condominium said “Winfield” on it, and Winfield did not object to this.\textsuperscript{71}

However, there was other evidence that the court determined might be sufficient to show a “holding out” by the couple. While vacationing in the Bahamas, a local newspaper referred to Winfield and Renfro as “Mr. and Mrs. Winfield.”\textsuperscript{72} They were also announced at a softball game as being husband and wife, to which Winfield responded, “Nice to meet you, this is my wife, Sandra.”\textsuperscript{73} Further, the couple was referred to on invitations to a party in their honor, without correction or objection, as “David and Sandra Winfield.”\textsuperscript{74} Also, Winfield introduced himself to the teacher of Renfro’s other child as “Sharad’s stepfather.”\textsuperscript{75} Winfield called Renfro’s son from her first marriage his stepson, and Winfield’s mother called Renfro’s son her grandson.\textsuperscript{76} Winfield even sent

\textsuperscript{65} See id.
\textsuperscript{66} See id.
\textsuperscript{67} See \textit{Winfield}, 821 S.W.2d at 648.
\textsuperscript{68} See id.
\textsuperscript{69} See id. at 643-45.
\textsuperscript{70} See id. at 648-49.
\textsuperscript{71} See id. at 650. Later, the mailbox was taken down, although the court did not specify a reason for this change. See id.
\textsuperscript{72} See \textit{Winfield}, 821 S.W.2d at 649 n.3 (discussing evidence of events occurring from 1983 to 1987).
\textsuperscript{73} See id.
\textsuperscript{74} See id. at 649.
\textsuperscript{75} See id.
\textsuperscript{76} See id. at 655 (Mirabal, J., dissenting).
Renfro's son a birthday card signed "Daddy." 77 Renfro accompanied Winfield to many of his honors and award ceremonies, and neighbors testified that they thought the two were married. 78 But these events, while sufficient to satisfy the element of "holding out," did not occur within the time that the court was limited to considering. 79

To contest the assertions raised by Renfro, Winfield pointed to the fact that Renfro did not name her daughter "Shanel Winfield;" she named her "Shanel Renfro." 80 And when Renfro attended Yankee games, Winfield made her sit in the right-field grandstands rather than in the "family" section. 81 Also, Renfro filed taxes as head of household, not as married, and she spoke of future wedding ceremonies that never took place. 82 Further, Winfield pointed to the fact that he had married Tonya Turner on February 18, 1988. 83 Winfield began dating Turner in 1981 and, except for one brief interruption, continued dating her until their marriage in 1988. 84 Winfield told Turner that he was not married to Renfro. 85 On one occasion, in April 1983, while Winfield was traveling with Turner, Renfro called Winfield's hotel room and Turner answered the phone. 86 Turner testified that Renfro claimed to be Winfield's "lady," which Turner interpreted to mean his girlfriend and not his wife. 87 Renfro, however, claimed that she told Turner that she was married to Winfield. 88 The court concluded that, at most, such a comment only demonstrated that Renfro held herself out as married, but not Winfield. 89

The appellate court found that, had the jury been instructed to determine from the testimony that Winfield and Renfro represented themselves to others as married at a later time, for example, in 1983, or sometime thereafter, then perhaps the jury would have

77. See Winfield, 821 S.W.2d at 655 (Mirabal, J., dissenting).
78. See id. at 649 n.3.
79. See id.
80. See id. at 649.
81. See id. (stating marriage was largely secret even after considering Renfro's testimony).
82. See Winfield, 821 S.W.2d at 656 (Mirabal, J., dissenting). Sandra claimed that Winfield told her to file as head of the household. See id.
83. See id. at 649-50.
84. See id. at 649.
85. See id. (recounting Turner's testimony).
86. See id. at 649-50.
87. See Winfield, 821 S.W.2d at 649-50.
88. See id. at 650 n.4.
89. See id. at 651.
been able to reach such a conclusion. But the appellate court held that there was not sufficient factual evidence to conclude that the couple had held themselves out, in Texas, as being husband and wife on or about April 11, 1982. Therefore, since the instructions to the jury on this element were defective, the appellate court reversed the lower court’s finding of a common-law marriage and remanded the case for a new trial.

On November 6, 1995—the eve of the retrial—Winfield and Renfro agreed to end the decade-long debate without further contest. The agreement stated, in part, that “no marriage—ceremonial, informal, common-law or of any other variety—ever existed.” Winfield agreed to continue paying $3,500 per month in child support payments for Shanel, then age thirteen, and also agreed to pay $26,000 of Renfro’s legal costs. Both parties waived any future legal claims regarding the controversy.

With regard to the controversial weekend that Winfield and Renfro allegedly spent together in Dallas in 1982, it subsequently was researched and reported that the Yankees were forced to remain in New York that weekend for an unscheduled double-header to make up for a game that had been cancelled previously because of snow. As a result, Winfield later claimed that he was not even in Texas that weekend. Additionally, all records available at the time of the retrial could prove that Winfield had spent no more than ten days in Texas during the couple’s alleged relationship. Renfro continued to disagree and claimed that Winfield had maintained minimal contact with his daughter, even snubbing her after he told her that he would send for her to visit him when his team—then the Cleveland Indians—was in the World Series against the

90. See id.
91. See id.
92. See Winfield, 821 S.W.2d at 651.
93. See George Flynn, Winfield’s 10-Year Legal Slump Ends, HOUSTON CHRON., Nov. 7, 1995, § 1, at 13. Renfro later claimed she decided to end the feud to spare her daughter from more publicity. See id. Winfield claimed he was relieved to have the feud behind him, but was prepared to fight to clear his name. See id.
94. Id.
95. See id.
96. See id.
97. See id.
98. See Flynn, supra note 93, at 13.
99. See id. Renfro claimed the jury had placed Winfield in Texas already on the day in question. See id.
Atlanta Braves. Of course, Winfield claims to have developed a good relationship with his daughter. Ultimately, Winfield described the legal battle as "a monumental waste of time, money and emotion."

C. Babe Ruth

In Bob Creamer’s popular biography of Babe Ruth, Creamer wrote of Ruth’s gargantuan sexual appetite, but asserted that Ruth’s legend was undiminished by his humanity. This description accurately portrays the legal precedent involving Ruth because, despite Ruth’s legendary reputation for carousing and womanizing, there was really only one paternity suit that amounted to any scandal.105 Despite the headlines, most historians minimize even this one account.

The paternity case arose as a breach of promise suit filed by Dolores Dixon in 1922. Dixon sued the Babe for $50,000, claiming that she was carrying his child. When Dixon pushed for an out-of-court settlement, Ruth told Dixon’s lawyers to “Go to hell!” Dixon responded by disclosing the allegations to the press in early 1923. Ruth, however, continued to scoff at the public allegations, claiming that, having acquired his notoriety, he had “been hounded by con men, gamblers and scheming women” of every sort.

Dixon responded with more details in the press, claiming that Ruth was with her four to five times a week, often took her for car rides, and once sexually assaulted her aboard a boat in Freeport

100. See id. Renfro claimed Winfield’s daughter requested to see him at the World Series, but he claimed he did not have enough tickets. See id. Renfro also said Winfield promised to send for his daughter, but he never did. See id.
101. See id.
102. Id.
103. See Gentile, supra note 1, at 294-97 (recounting George Herman “Babe” Ruth played for Yankees from 1920 to 1932).
104. See Robert W. Creamer, Babe: The Legend Comes to Life 17 (1974) (quoting author Leonard Shecter’s characterization of Ruth). “In fact, he was a gross man of gargantuan, undisciplined appetites for food, whiskey, and women.” Id.
105. See id. at 281-82 (acknowledging scandal briefly).
107. See id. at 120.
108. See id. Ruth reportedly told Dixon’s lawyer, “I wouldn’t give you fifty cents for this!” Id.
109. See id. at 120-21.
110. Id. at 120 (quoting Ruth’s reported settlement indicating he felt he was target because of his fame).
Harbor, Long Island. Reporters eventually sided with Ruth after contradicting Dixon on several accounts, including her age, which she inconsistently represented as ranging from fifteen to nineteen years. Ruth’s lawyer even claimed to have a witness who could prove that Dixon’s story was just a blackmail plot. While Ruth did not officially deny that he knew Dixon, he flatly denied that he ever promised to marry her or ever acted improperly with her. Eventually, Dixon signed an agreement to withdraw the suit without cost to either party. Ruth’s lawyer also claimed to have a confession to the blackmail scheme signed by Dixon, but this was never produced. Whether it really was blackmail or whether Ruth purchased Dixon’s silence has never been determined.

It was also in 1923 that Ruth met his second wife, Claire Merritt Hodgson. When the two met, Ruth was already married to his first wife, Helen Woodford, who, in 1929, died in a suspicious fire at the home of Ruth’s alleged friend, Doctor Edward H. Kinder. Ruth was temporarily a suspect in the case after Helen’s family alleged that Helen was denying Ruth the divorce that he wanted so that he could marry Claire. However, Ruth buried his wife, and the allegations of foul play were never substantiated. Ruth eventually married Claire and legally adopted two girls: “Julia,” who was Claire’s daughter from a previous marriage, and Marie Harrington, who came to live with Ruth and his first wife, Helen, in 1922.

111. See WAGENHEIM, supra note 106, at 121.
112. See id. (recalling that inconsistencies in Dixon’s stories were not well received by press).
113. See id.
114. See id. (describing Ruth’s formal court reply as reported in New York Times).
115. See id.
116. See WAGENHEIM, supra note 106, at 121. Ruth’s lawyer claimed that the signed confession would be given to the district attorney to consider legal action. See id. The case, however, soon faded. See id.
117. See CREAMER, supra note 104, at 281-82 (providing detailed account of Ruth’s introduction to Hodgson).
118. See id. at 335-41 (describing circumstances surrounding Woodford’s death).
119. See id.; WAGENHEIM, supra note 106, at 185-91 (giving Woodford’s sister Nora’s account of failed divorce negotiations and bitter dispute that ensued).
120. See CREAMER, supra note 104, at 335-41; WAGENHEIM, supra note 106, at 190.
121. See CREAMER, supra note 104, at 268; WAGENHEIM, supra note 106, at 201. Although Harrington lived with Ruth and Woodford since 1922, she was not formally adopted until 1930. See id. (noting formal adoption occurred two weeks after 1930 World Series).
Before she died, Marie, also known as Dorothy, wrote a book in 1988, proclaiming to be Ruth's illegitimate daughter.122

II. HOLLYWOOD HARDSHIPS

A. Joe DiMaggio123

Except for Joe DiMaggio’s last year with the Yankees, his batting average dropped below .300, to .290, only once in his career, in 1946. It was in that same year that, in Joe’s words, he was “quietly going crazy” dealing with the divorce attorneys of his first wife, Dorothy Arnold, who was a Hollywood actress.124 But without question, the real love of Joe’s life was Marilyn Monroe. Joe and Marilyn were married in 1954.125 The marriage lasted only nine months.126 Joe obsessed over Marilyn during their marriage and after Marilyn’s death. Many say Joe’s obsession for her is what doomed the marriage from the start. Although a recent biography of Joe by Richard Ben Cramer paints an unflattering picture of Joe and his relationship with Marilyn,127 Joe allegedly continued to leave roses on Marilyn’s grave until he died in 1999.128

B. Leo Durocher129

Leo Durocher played for the Yankees in 1925 and in 1928 and 1929.130 He was married four times, and all of his marriages ended in divorce.131 The marriage for which he was known, however, was

122. See CREAMER, supra note 104, at 268 (describing mystery surrounding Dorothy’s alleged adoption by Ruth and Woodford); see also DOROTHY RUTH PIRONE & CHRIS MARTENS, MY DAD, THE BABE: GROWING UP WITH AN AMERICAN HERO (1988).
123 See GENTILE, supra note 1, at 148-51 (noting Joe DiMaggio, known as “Joltin’ Joe” and “The Yankee Clipper,” played for Yankees from 1936 to 1951).
126. See id. at 368 (describing how Joe’s second incident of abuse was last straw in marriage).
127. See CREAMER, supra note 125, at 351 (giving descriptive account of brief marriage as reported by sources allegedly close to DiMaggio and Monroe).
129. See GENTILE, supra note 1, at 155 (detailing Durocher’s career statistics during eighteen major league seasons).
130. See id. at 155. Between 1930 and 1945, Durocher also played four seasons in Cincinnati, five seasons in St. Louis, and six seasons in Brooklyn. See id.
131. See 1994 Hall of Fame Inductees, USA TODAY, July 29, 1994, at C3 (providing brief biographical information and overview of career in baseball).
his marriage to actress Laraine Day, who was known as "the first lady of baseball."132

Laraine Day was first married to singer Ray Hendricks.133 Day and Hendricks had two adopted children.134 During her marriage to Hendricks, Day developed a friendship with Durocher.135 Hendricks, however, viewed it as more and confronted Durocher.136 According to Durocher, Hendricks telephoned Durocher on one occasion at 3:30 a.m. and asked Durocher if he was in love with Day.137 After a face-to-face confrontation, the incident culminated not in a fist-a-cuffs, but in a handshake between Durocher and Hendricks and a promise of divorce between Hendricks and Day.138 Hendricks also promised Durocher that there would be no publicity about the exchange.139 In the headlines the next morning, however, Hendricks accused Durocher of breaking up the marriage.140 Day soon filed for divorce, and Hendricks did not contest.141 Two months later, Day received an interlocutory decree of divorce that was to be final in one year's time.142 However, the night after obtaining the interlocutory decree, Day and Durocher decided not to wait for the year to pass.143 Instead, they flew to Juarez, Mexico, which had no residency requirement for a divorce action.144 After obtaining a divorce in Mexico, they flew to El Paso, Texas, and immediately married.145 The judge who granted the interlocutory decree in California was not pleased and wanted to annul the

134. See id.
135. See id. At first, Day was not one of Durocher's "greatest admirers." See id. at 226. However, the relationship quickly escalated after the two sat across from one another on a flight from New York to Chicago. See id. at 227-32.
136. See id. at 228-29.
137. See id. at 228.
139. See id. at 231 (recounting their agreement not to publicize divorce for their children's sake).
140. See id. In addition to the accusation that Durocher broke up the marriage, Hendricks also named Durocher as a "correspondent" in his divorce papers. See id. Durocher claimed that he would have killed Hendricks if he had a gun and Hendricks was present. See id.
141. See id. at 232.
142. See id. By the time Day went to trial seeking the interlocutory decree, she and Durocher had already decided that they would eventually marry. See id.
143. See DUROCHER, supra note 133, at 232.
144. See id.
145. See id.
marriage if the two lived under the same roof as adulterers in California.146

Durocher acknowledged the invalidity of his marriage in California and explained to the judge that he was leaving for spring training in a few weeks and that he and Day would not be living together in California until the year under the interlocutory decree had elapsed.147 A year later, in 1947, Durocher and Day were married in California.148 The marriage lasted thirteen years.149

Durocher's career in baseball took a detour after his marriage in 1947, when he was suspended from baseball for one year.150 Some say the suspension was because of Durocher's alleged ties to the mob and its influence on gambling and sports.151 Others suggest that Durocher was banned for the 1947 season because of the "adulterous" relationship with Day.152 Allegedly, "[b]aseball commissioner Happy Chandler suspended Durocher to quiet Catholic officials who were threatening a boycott of major league baseball games to protest Leo the Lip's scandalous example to youth."153

C. Lefty Vernon Gomez154

On February 26, 1933, Lefty Gomez married singer June O'Dea.155 Early in Gomez's career, the couple made headlines discussing how nice it was to be married to each other and how happily the two accommodated their respective careers.156 By May

146. See id. at 233 (recalling that judge who granted decree "flew into an absolute rage" upon hearing of marriage before decree had elapsed).
147. See id. (giving account of Durocher's conversation with judge).
148. See DUROCHER, supra note 133, at 235. Because the judge was so incensed over the marriage in Mexico, he was removed because of danger of possible bias. See id. A new judge then found there was no reason to set aside the decree, thus paving the way for the marriage in California. See id.
149. See id.
150. See Bill Reel, If Same-Sex Pairs Are Blessed, Then What's Next?, NEWSDAY, July 25, 1997, at A48; see also DUROCHER, supra note 133, at 235.
151. See DUROCHER, supra note 133, at 225-35 (explaining Durocher, himself, was not sure why he was suspended from baseball).
152. See Reel, supra note 150, at A48; see also DUROCHER, supra note 133, at 235 (denying knowledge of exact reason for his suspension from baseball).
154. See GENTILE, supra note 1, at 409-10 (noting Vernon "Lefty" Gomez, also known as "Goofy," played for Yankees from 1930 to 1942).
155. See Ira Berkow, Lefty Gomez Was Hard to Beat, N.Y. TIMES, Feb. 20, 1989, at C4 (noting stormy fifty-six-year marriage between Lefty and O'Dea); Joseph Durso, Vernon "Lefty" Gomez, 80, Dies; Starred as Pitcher for Yankees, N.Y. TIMES, Feb. 18, 1989, at § 1 (noting O'Dea was Broadway singer touring in musical "Of Thee I Sing").
1938, however, O'Dea filed for separation, claiming that Gomez had beaten her, had woken her up in the middle of the night to describe to her the "perfect crime" in which he would kill her by choking her to death, and had threatened to kill himself by feigning to jump from their hotel window.\(^{157}\) Reportedly, she even testified that, in 1934, Gomez influenced her to have an abortion because they were not ready to have children.\(^{158}\) She further testified that "he drank constantly and used vile language."\(^{159}\) The two were reunited, however, during the 1939 season and had a child the next year.\(^{160}\) O'Dea told her story to *Collier's Magazine* in 1942, but, despite her disclosures, they remained married.\(^{161}\)

D. David Justice\(^{162}\)

David Justice married actress Halle Berry in January 1993.\(^{163}\) Berry filed for divorce in California in April 1996, citing "irreconcilable differences."\(^{164}\) Two weeks later, Justice also filed for divorce in Atlanta, Georgia.\(^{165}\) Reportedly, each sought financial support from the other.\(^{166}\) Justice had just signed a $28 million contract extension with the Cleveland Indians, and Berry was making approximately $2.5 million per movie at the time. She also had a contract with Revlon.\(^{167}\) In the case, Justice raised questions about Berry's relationship with actors Wesley Snipes, Eddie Murphy, and

---


159. See *id.*

160. See McLemore, supra note 157, at 46 (describing happy ending to Gomez's separation).

161. See June O'Dea Gomez, *Don't Marry a Ball Player*, COLLIER'S, Aug. 29, 1942, at 14 (detailing rocky marriage to Lefty).

162. See Gentile, supra note 1, at 207 (noting David Justice played for Yankees in 2000).


164. See Croft, supra note 163, at 1C.

165. See *id.*


167. See *id.*
others. Of the divorce, Berry said, “Why can’t all men be like dogs? . . . They have unconditional love.”

The divorce was a bitter one and affected both celebrities. In 1996, during the divorce, one night before reporting to spring training in Florida, police found Justice sitting in his car in an area frequented by drug dealers and prostitutes. Justice claimed that he went for a ride and had gotten lost. Berry confessed that she attempted to kill herself by sitting in her car and asphyxiating herself and her two dogs. Berry was known to verbally attack Justice in public, especially on television talk shows. Berry was quoted as saying of the marriage, “It beat me down to the lowest of lows. The gum on the bottom of David’s shoes, that’s what I felt like.” Berry has claimed that she often had to call police for protection.

Of Berry, Justice was quoted as saying, “I’ve never known a girl who could throw a tantrum like she does. I just want[ed] to get away from her, but she [wouldn’t] let me . . . unless I [gave] her a financial settlement.” Their divorce became final in June 1997, but the terms of the divorce were kept confidential.

Subsequent to his divorce from Berry, Justice weathered a palimony suit, which was thrown out of Los Angeles County Supe-


169. Rosenberg, supra note 168, at 1G.

170. See Robbins, supra note 163, at 5D (describing “sharp turns” that Justice’s life took while going through divorce).

171. See id.

172. George Rush & Joanna Molloy, Halle’s Narrow Escape from Tragedy, DAILY NEWS, Mar. 21, 2002, at 36 (quoting Berry stopped her suicide attempt when she thought, “What is my mother going to think if she finds me dead in this car?”). Berry stated that she believed she was suicidal because “[she] was still using men and [her] mate to identify who [she] was.” Id. She felt, “when that was gone, then I was nothing.” Id.

173. See Rosenberg, supra note 168, at 1G (describing how Berry took her anger out on Justice on “The Oprah Winfrey Show”). Berry also made verbal attacks in the tabloids, in People Magazine and in Ebony Magazine. See id.

174. Id. (stating Justice countered Berry’s verbal attack in Ebony Man by saying, “You wouldn’t believe the lies that she has told on me”).

175. See id. (noting Berry believed she had hit rock bottom).

176. Id. According to Justice, Berry would throw such tantrums “every time she saw a picture of [Justice] with a woman.” Id.

177. See Doolittle, supra note 166, at A2; see also Croft, supra note 163, at 1C (explaining the couple “parted friends”).
terior Court. Nicole Foster’s claim fell outside the jurisdiction of California courts.

III. Divorce, Property Distribution, and Support

A. Jack Satter

Probably the most high-profile Yankee divorce case involved not a Yankee player but a Yankee owner named Jack Satter. The divorce between Yankee co-owner Jack Satter and his wife, Nancy Bernard, was considered Florida’s version of “The War of the Roses.” The two even slung mud at each other on Dateline NBC in November 2001.182

The couple met in 1962. Nancy was twenty-three years old, recently divorced, and had a small child. She worked as a manicurist in a Boston barbershop, where forty-one-year-old Jack went every morning at 6:00 a.m. for a shave. Although Nancy remarried another man after her first divorce, she continued seeing Jack secretly. She remained his mistress for ten years, until she finally divorced her second husband. By that time, Jack had become owner of Colonial Provisions, a Boston meat-processing company. As convenience would have it, Jack separated from his wife at the time, and so began the couple’s second affair.

Jack’s company developed quickly after he landed the contract for selling hot dogs at Fenway Park. After also nabbing the contract at Yankee Stadium, he became part owner of the Yankees.

179. See id. (describing Justice’s lawyer’s account of Judge Eliju Berle’s decision to dismiss case).
181. See id. (explaining large amount of money was spent on divorce litigation, and funding went on for years).
182. See id.
183. See id. (stating their attraction was mutual and immediate).
184. See id.
185. See Dateline NBC, supra note 180.
186. See id.
187. See id.
188. See id. (explaining Jack had gone from top salesman to owner of Colonial Provisions).
189. See id. (recounting that Jack told Nancy he always wanted two things in life: to own Colonial and have her in his life).
190. See Dateline NBC, supra note 180.
191. See id.
As his notoriety grew, his affair with Nancy became the scandal of Boston, so he divorced his wife, Pauline, and began dating Nancy publicly.\textsuperscript{192}

The couple lived a lavish lifestyle. They threw affluent parties for sports figures and celebrities.\textsuperscript{193} They had four Mercedes-Benz and several homes.\textsuperscript{194} Nancy spent $30,000 a year on clothes, spent thousands of dollars on country club dinners, and flew every other week from Boca Raton to Boston to have her hair styled.\textsuperscript{195} Nancy would even buy herself jewelry, gift-wrap it, and leave it on Jack’s dinner plate; Jack would then present the jewelry to her as a gift.\textsuperscript{196} By the time Jack was sixty-five and Nancy was in her forties, “after more than twenty years of friendship, adultery and dating,” they agreed to take their relationship a step farther and signed a pre-nuptial agreement, which was written by Jack.\textsuperscript{197} Nancy claimed that she did not even read the agreement because it was not important to her.\textsuperscript{198} On December 27, 1986, they married.\textsuperscript{199} But the pre-marital affair lasted longer than the marriage. After only a few months of “honeymooning” together in Palm Beach, Florida, they began bickering over money. After five years of bitter marriage and tumultuous allegations, Jack filed for divorce in 1991, and Nancy quickly scrambled to read every line of that prenuptial agreement.\textsuperscript{200}

The agreement provided for Nancy, upon divorce, to receive $1 million, a Mercedes-Benz, and a house in Cape Cod, plus another $1.5 million when Jack died.\textsuperscript{201} Nancy, however, claimed that

\textsuperscript{192} See id.

\textsuperscript{193} See Gayle Fee & Laura Raposa, Ex Puts $10M Bite on Hot Dog King, BOSTON HERALD, Oct. 18, 1993, at 8. The circle of celebrities included baseball commissioner Peter Ueberoth, Red Sox baseball player Jim Rice, former Celtics coach Red Auerbach, Yankee owner George Steinbrenner, and others. See id.

\textsuperscript{194} See id. (listing houses in Boca Raton, Florida and New Seabury on Cape Cod, as well as apartment in Boston’s Prudential building).

\textsuperscript{195} See id. (detailing extravagant lifestyle).

\textsuperscript{196} See Dateline NBC, supra note 180.

\textsuperscript{197} Id. (explaining Jack was millionaire by this time).

\textsuperscript{198} See id.

\textsuperscript{199} See id.

\textsuperscript{200} See id. (noting marital troubles related to finances and Jack’s infidelity).

Jack undervalued his interest in the New York Yankees.\textsuperscript{202} Jack asserted that his interest was negative $960,000, but Nancy’s attorney thought this was absurd and claimed that, had Nancy known of Jack’s actual value at the time, she would never have signed the agreement.\textsuperscript{203} If Nancy could persuade a court to invalidate the agreement, she stood to inherit up to half of Jack’s hot dog fortune, which was estimated to be worth between $13 and $46 million.\textsuperscript{204} In 1991, however, a trial court determined that the prenuptial agreement was valid.\textsuperscript{205}

Jack claimed that the agreement, although valid, should not be enforced against him because Nancy breached the agreement.\textsuperscript{206} The prenuptial agreement provided that “Nancy shall not be entitled to receive anything if [she] cease[d] to cohabitate with Jack.”\textsuperscript{207} Jack claimed that Nancy deserted him when she refused to move with him to a $2 million second home that he built in Florida at St. Andrew’s Country Club.\textsuperscript{208} Consequently, he claimed that he did not owe her anything.\textsuperscript{209} Of course, Nancy claimed that Jack drove her away.\textsuperscript{210} Nancy described how Jack would often beat her, emotionally abuse her, and cheat on her.\textsuperscript{211} She explained how she would return to their home in Boston every few weeks and find

\begin{itemize}
\item \textsuperscript{202} See Dateline NBC, supra note 180 (explaining Nancy’s attorney believed she would have negotiated better deal had she not trusted Jack so much).
\item \textsuperscript{203} See id. Jack denied ever lying about his assets, but said that he had made a conservative estimate of what his stake in the Yankee ball club was worth at the time. See id.
\item \textsuperscript{204} See id.
\item \textsuperscript{205} See Satter, 659 So. 2d at 1185 (noting court awarded wife prejudgment interest and required husband to transfer title of Cape Cod residence free of any liens). The court found that Jack was telling the truth about his worth and that Nancy had a lawyer and an opportunity to read the prenuptial agreement. See Dateline NBC, supra note 180.
\item \textsuperscript{206} See Satter, 659 So. 2d at 1185; Van Drake, supra note 201, at A1 (explaining trial court awarded Nancy $5,200 per month temporary support until entry of final judgment found agreement enforceable); Dateline NBC, supra note 180.
\item \textsuperscript{207} Dateline NBC, supra note 180 (describing such language in prenuptial agreement as “recipe for trouble”). Jack insisted Nancy abandoned him when he refused to fulfill her demands of receiving money and co-owning all of his properties. See id.
\item \textsuperscript{208} See Smith, supra note 201, at 3B; Van Drake, supra note 201, at A1.
\item \textsuperscript{209} See Satter, 659 So. 2d at 1185; Dateline NBC, supra note 180.
\item \textsuperscript{210} See Dateline NBC, supra note 180 (noting Jack insisted he continued to fulfill his obligation as husband despite Nancy’s desertion).
\item \textsuperscript{211} See id.; see also Fee & Raposa, supra note 193, at 8 (describing Nancy’s testimony in Palm Beach Circuit Court); Folks, supra note 201, at 4B; Smith, supra note 201, at 3B (quoting Nancy’s attorney’s belief that lawsuit was not about recovering more money from Jack, but to make example of him to other abusive husbands); Van Drake, supra note 201, at A1.
\end{itemize}
clothes in the closet that were not hers. She claimed that she was forced to communicate with Jack by writing notes and asking him to circle his responses. Despite these allegations, she never charged him with criminal domestic abuse. Jack denied the allegations of abuse but admitted the affair, blaming it on Nancy’s “gold digging” lifestyle. After a second trial in 1992, the court determined that Jack had violated the agreement through a “systematic series of mental abuses” and that Nancy had sustained physical abuse during the marriage.

In the ensuing litigation, the court awarded $5,200 per month to Nancy in temporary support, which she received until a final judgment of divorce was granted. The court also awarded Nancy prejudgment interest on the $1 million to be awarded to her pursuant to the prenuptial agreement. Nancy was not satisfied with her award, which Jack appealed. She wanted half of the $4 million in joint checking accounts that had accrued during the marriage, even though she never worked a day during the marriage. Finally, in late 1993, after a third trial, the court entered a final judgment of divorce. It held that the prenuptial agreement was enforceable and that Nancy was entitled only to what was afforded to her in the agreement. However, it also awarded her attorney’s fees, which Jack contested.

212. See Dateline NBC, supra note 180 (remarking that Jack insisted his increasing resentment with how free Nancy was with his money drove him into arms of another woman).
213. See id.
214. See id. (noting Jack grew increasingly resentful of how freely Nancy used his money and that she flaunted his affairs).
217. See id.
218. See id. On appeal, the appellate court reversed the trial court’s decision to grant Nancy prejudgment interest but affirmed the trial court’s decision to require Jack to transfer the Cape Cod home to Nancy free and clear of any liens or encumbrances. See id.
219. See Dateline NBC, supra note 180 (explaining Jack told court it was not their money in account, but, rather, it was his money). Nancy claimed that she should be compensated for giving to Jack seventeen years of her life, which was full of abuse. See id.
220. See Satter v. Satter, 709 So. 2d 617, 617 (Fla. Dist. Ct. App. 1998); see also Ex-Wife Settles, supra note 201, at 1B; Folks, supra note 201, at 4B; Smith, supra note 201, at 3B (recounting as final judgment that Nancy received $1 million, house in Cape Cod, Mercedes Benz, and promise of $1.5 million when Jack dies); Van Drake, supra note 201, at A1.
221. See Satter, 709 So. 2d at 617.
222. See id.
Although the divorce had been granted, the two continued to fight over pots and pans, damages to a golf cart, patio furniture, dish towels, cleaning products, and even toilet paper rolls. Jack went so far as to take pictures of everything in the house. But when he returned one day and the house had been emptied, including the light bulbs in the fixtures, he filed to have Nancy held in contempt unless she returned certain items, including brooms and mops that he claimed were his, and unless she returned to clean the barbeque that she left in a dirty condition.

As if these tactics were not enough, Jack had yet another allegation to assert—bigamy. Jack claimed that Nancy never divorced her previous husband, and so he and Nancy were never really married or subject to the prenuptial agreement. But Nancy proved her case; the court determined that she had been legally divorced from her previous husband and, therefore, was legally married to and was now divorced from Jack. Nancy was not to be outdone. In return, after a 1993 Florida Supreme Court decision that ended a ban on spouses suing each other for civil damages, Nancy sued Jack for $10 million, claiming physical and emotional abuse during the marriage. Consequently, the couple returned to court for a fourth trial.

This time, Jack had a cast of celebrities ready to testify on his behalf, including Jim Rice, Maury Povich, Red Auerbach, and John Havlicek. Jack even had his attorneys secretly follow Nancy to videotape her on golf trips and dancing excursions to show that she suffered no ill effects from her marriage to Jack. A Palm Beach judge subsequently ruled that all abuse claims but one were barred by a two-year statute of limitations. Nancy was limited to assert-

223. See Dateline NBC, supra note 180.
224. See id.
225. See id.
226. See id.
227. See id. (stating Jack’s lawyers deny he went so far).
228. See Dateline NBC, supra note 180.
229. See id.; see also Ex-Wife Settles, supra note 201, at 1B; Gayle Fee & Laura Raposa, Sutters Keep Slicing the Bologna, BOSTON HERALD, June 16, 1996, at 10 (noting Nancy claimed Jack “tyrannized” and “threatened” her during their marriage); Fee & Raposa, supra note 193, at 8; Folks, supra note 201, at 4B; Smith, supra note 201, at 3B; Van Drake, supra note 201, at A1.
230. See Dateline NBC, supra note 180.
231. See id.; see also Fee & Raposa, supra note 229, at 10 (noting all of Jack’s “high-powered pals” said that Jack was “super”).
232. See Dateline NBC, supra note 180.
233. See Van Drake, supra note 201, at A1.
ing one documented incident of assault with a telephone by Jack. At the conclusion of the trial, an all-male jury took less than an hour to decide that Nancy was not entitled to a cent. Nancy appealed the case. Meanwhile, Jack sued Nancy for defamation, asserting that Nancy tried to ruin his reputation by falsely claiming that he was an abusive husband during the marriage.

Also pending was Jack’s appeal of Nancy’s award of prejudgment interest on her $1 million award under the prenuptial agreement and a requirement that the marital residence in Cape Cod be transferred to Nancy free of encumbrances. In August 1995, the appellate court reversed the decision and held that Nancy was not entitled to prejudgment interest because she was not entitled to the $1 million until the marriage was dissolved. It held, however, that, in all other respects, the prenuptial agreement was valid. Therefore, the residence in Cape Cod had to be transferred free of any liens or encumbrances, and Nancy was entitled to what she bargained for in the prenuptial agreement.

To settle the outstanding defamation case, Nancy paid Jack $20,000 and relinquished the name “Satter.” The court also later found that Nancy could not show any need for an award of attorney’s fees because, even though Jack was worth over $13 million, Nancy was worth $1.1 million and, therefore, she had no need for Jack to pay her fees.

234. See Dateline NBC, supra note 180.
235. See Ex-Wife Settles, supra note 201, at 1B; Folks, supra note 201, at 4B (stating four doctors who treated Nancy noticed depression caused by divorce but no signs of post-traumatic stress disorder); Van Drake, supra note 201, at A1.
236. See Ex-Wife Settles, supra note 201, at 1B.
237. See id.
239. See id.
240. See id.
241. See id.
242. See Ex-Wife Settles, supra note 201, at 1B; Van Drake, supra note 201, at A1; Dateline NBC, supra note 180.
B. George Stallings

George Stallings, who in 1910 managed the Yankees (then called the "Highlanders"),244 was married to Belle White Stallings.245 Belle filed for divorce and claimed that "[a]s a result of infatuation for another woman[,] [George] had been guilty of infidelity toward her, and ha[d] abandoned her and her two children, and refuse[d] to support them."246

George and Belle established their marital home in Atlanta, Georgia, and resided there for three years.247 But George was a large stockholder in a baseball and amusement company in Buffalo, New York, and in a baseball company in Providence, Rhode Island, so he spent much time in other cities.248 As a result, when Belle filed for divorce, George was outside the state, and it was impossible for Belle to obtain personal service on him.249

When Belle filed for divorce, George received a salary of $4,000 as manager of the former Yankee team and had additional income of $3,000 to $5,000.250 He also owned a farm and several bank accounts in Jones County, Georgia.251 Belle suspected that George would transfer the land and withdraw his accounts, so she requested that a receiver be appointed to take charge of the property and that she be paid alimony and attorney’s fees out of the proceeds of the sale of the property.252 A temporary receiver was appointed and a restraining order was granted against George on the property and against the banks on his accounts.253 The court ordered that a copy of the order be sent to George’s attorney and by registered mail to George’s last known address.254 At the hearing, at which George did not appear, Belle’s attorney testified that George’s attorney was served and that she received a receipt for the

---


245. See Gentile, supra note 1, at 11-12 (explaining team played at "Highland Park," which was located on what was deemed highest point of Manhattan).


247. Id.

248. See id.

249. See id. at 469-70.

250. See id.

251. See Stallings, 56 S.E. at 469-70.

252. See id. at 470.

253. See id.

254. See id.

255. See id.
registered package sent to Buffalo, New York.\textsuperscript{256} George was also personally served by the sheriff, but not in Georgia.\textsuperscript{257} George moved to dismiss the claim because no proper and legal service had been made upon him in Georgia.\textsuperscript{258} After hearing argument, the court ordered that the receiver pay out of George's estate $150 per month to Belle and $250 to her attorney for attorney's fees.\textsuperscript{259} George took exception to the court's order that he pay this money.\textsuperscript{260}

Upon George's exception, the court held that, in order for the court to have jurisdiction to order that George pay Belle any money, there had to have been a properly filed case before the court.\textsuperscript{261} And in order for there to have been a properly filed case before the court, George had to have been properly served.\textsuperscript{262} The only way George could have been properly served would have been for him to be personally served in Georgia.\textsuperscript{263} The only service that was made upon George was by registered mail to his last known address in Buffalo, New York, and to his attorney.\textsuperscript{264} The court said that because George had a known residence in Jones County, he could not be served sufficiently as a non-resident by attorney or by registered mail.\textsuperscript{265} Without perfected service, there was no sufficiently commenced proceeding to authorize jurisdiction.\textsuperscript{266} The court reversed the decision, therefore, holding that the lower court erred by passing the interlocutory decree that Belle requested.\textsuperscript{267} Although the court reversed the decision, it stated that "the wife is not wholly helpless and subject to suffer . . . . She is still a wife, and as such, unless prevented by her own misconduct, may purchase necessaries for her support, and the husband will be liable therefore."\textsuperscript{268}

\textsuperscript{256} See Stallings, 56 S.E. at 470.
\textsuperscript{257} See id.
\textsuperscript{258} See id.
\textsuperscript{259} See id. (noting court entertained possibility of selling certain rent notes if George did not have enough money to meet requirements of order).
\textsuperscript{260} See id.
\textsuperscript{261} See Stallings, 56 S.E. at 470.
\textsuperscript{262} See id. The court recognized that this was not a case without service. See id. Instead, this was only a case in which service was sought to be perfected. See id.
\textsuperscript{263} See id. The court pointed out that, if service is perfected as required by operation of law, then the filing of the petition will commence the suit. See id.
\textsuperscript{264} See id.
\textsuperscript{265} See Stallings, 56 S.E. at 470-71.
\textsuperscript{266} See id.
\textsuperscript{267} See id.
\textsuperscript{268} Id. at 472.
C. Burleigh Grimes

Burleigh Grimes was first married in 1913, but his wife divorced him in 1928. He married his second wife, Laura Virginia Grimes, in March 1931. Burleigh filed for divorce in April 1938. Although the reported case dealt mostly with attorney’s fees, the allegations raised by both parties in the divorce are notable. Burleigh alleged that Laura constantly quarreled with him, nagged him, and falsely accused him of illicitly associating with other women, namely Rose Porter, who was a maid in their home. Burleigh also claimed that Laura deceived him throughout their marriage by falsely claiming that she had only been married once, when in fact, she had been married and divorced three times. Further, Burleigh claimed that Laura told him that she had no children, when in fact, she had two daughters from her first marriage. Throughout their marriage, Laura led Burleigh to believe that her natural daughters were really her nieces.

269. See Gentile, supra note 1, at 415-16 (noting Burleigh “Ol’ Stubblebeard” Grimes played for Yankees in 1934); see also Grimes v. Grimes, 139 S.W.2d 1055, 1056 (Mo. App. 1940) (stating Burleigh Grimes came from small town and never finished grammar school). Despite “humble beginnings,” Grimes was quickly regarded as a talented baseball player and soon became one of the outstanding pitchers in the game. See id.

270. See Grimes, 139 S.W.2d at 1056 (noting relationship produced no children, despite fifteen years of marriage).

271. See id. at 1056 (recognizing wife Laura also came from “humble origins”).

272. See id. at 1055 (realizing this was latest in long line of divorce settlements for Laura Virginia Grimes).

273. See id. at 1055-58.

274. See id. at 1055 (claiming Laura had “exhibited an unreasonable and uncontrollable jealousy; that she had pursued him with mortifying false, and contemptible accusations of adultery, and that she deceived him with reference to her family, age, physical condition, and her children”). Burleigh further stated in his petition that his wife had spells of hysteria, ruined his social standing with false accusations, kept company with and associated with strange men when not in his presence, and repeatedly exhibited dissatisfaction with their 222 acre farm in New Haven, Missouri, which had been purchased at considerable expense by Burleigh. See id.

275. See Grimes, 139 S.W.2d at 1055-57. Despite many mysteries surrounding Laura, the record revealed that, in 1906, at the age of fifteen, she married Cleo Adams. See id. at 1056. Six years later, in March 1912, she divorced Adams on the grounds of desertion. See id. As a result of the marriage, however, she gave birth to two girls named Lois and Charlotte. See id. Just two years after her first divorce from Adams, she married Franklin Thorpe. See id. In 1917, Thorpe secured a divorce from Laura on grounds of adultery. See id. Four years later, Laura was married to Leo M. Phelan. See id. By August 1927, Laura divorced Phelan. See id. Phelan was Laura’s last husband before she married Burleigh Grimes in March 1931. See id. at 1056-57.

276. See id. at 1055-56.

277. See id.
Laura alleged in a crossbill that, despite being occasionally abusive, Burleigh treated her with love and respect for the first two years of their marriage. Laura alleged that, after that time, Burleigh began an intimate relationship with Rose Porter, and that he also unsuccessfully attempted to force an intimate relationship upon her daughter. Laura further alleged that Burleigh left her for long periods of time to have affairs with other women, that he struck her and threatened to kill her while she was sick, and that he was cruel to a three-year-old child for whom the couple had once cared.

Burleigh earned a salary of $25,000 per year as a major league pitcher in 1932. He was dropped the following year, but at the time of his divorce action, he was the manager of the Montreal baseball team under a one-year, $10,000 contract. Before the divorce was granted, the parties agreed for Burleigh to pay $150 per month in alimony and $500 for suit money and attorney's fees. The lower court granted Burleigh's petition for divorce and denied Laura's crossbill. On appeal, in May 1940, the court found that Burleigh’s allegations were true and that he was the injured party. Therefore, the appellate court affirmed the lower court’s decision but awarded Laura an additional $500 for attorney’s fees.

D. Jose Rijo

Jose Rijo was born in the Dominican Republic. His father left home when Jose was four years old. At age fifteen, Jose tried out for the Yankees and eventually signed a contract in 1981 at the

278. See id. at 1056.
279. See id. Laura's crossbill alleged numerous uncolorful acts on behalf of her husband and claimed that, despite these occurrences, she repeatedly tried to reconcile the marriage because of her long string of unsuccessful marriages. See id. She alleged, however, that her husband continually returned to his lewd and improper conduct. See id. The court ultimately rejected Laura's claims and concluded that Burleigh was the injured party in the marriage. See id. at 1058.
280. See id. at 1057.
281. See id.
282. See id.
283. See id. at 1057.
284. See id.
285. See id. at 1058.
286. See id.
287. See supra note 1, at 505 (noting Jose Rijo played for Yankees in 1984).
289. See id.
age of sixteen.290 He subsequently obtained resident alien status and lived in the United States.291 In 1984, when he was traded to the Oakland A’s, he moved to the San Francisco area, where he met his wife, Alma.292 Alma is the daughter of Hall-of-Fame pitcher Juan Marichal, who soon became the father that Jose never had as a child growing up in the Dominican Republic.293

Jose and Alma were married in September 1987.294 Alma was also born in the Dominican Republic.295 Thus, they were both citizens of that country and held Dominican passports, however, both resided in the United States as resident aliens.296 Alma obtained this status as an infant and has lived in the United States for most of her life.297

In the fall of 1987, Jose was traded to the Cincinnati Reds.298 He and Alma moved to Ohio at that time.299 In 1988, Jose and Alma purchased a $60,000 condominium in the Dominican Republic and contracted for the construction of a $198,000 house in Ohio, which was completed in 1989.300 They also purchased a two-bedroom house in Boca Raton, Florida.301 In December 1990, however, Jose filed for divorce in Ohio.302 At the time, Alma was pregnant with the couple’s second child.303 Alma said that all Jose wanted to do in the off-season was to go home to the Dominican Republic and party, coming and going as he pleased.304

In the divorce, Jose claimed Ohio as his domicile.305 He requested temporary orders of child support of $2,000 per month

292. See id.
293. See Jack Brennan, Baseball Family in Tatters: Marichal Blames It on Rijo, SPORTING NEWS, Feb. 18, 1991, at 3 (explaining Juan Marichal had reservations about Rijo because of his reputation as playboy); Crasnick, supra note 288, at 22.
295. See id.
296. See id.
297. See id.
298. See id. (recounting in 1987, Reds paid Jose annual salary of approximately $127,000).
300. See id.
301. See id.
302. See id.
303. See Brennan, supra note 293, at 3; Crasnick, supra note 288, at 21.
304. See Brennan, supra note 293, at 3.
305. See Rijo, 1995 WL 35730, at *2.
and for spousal support of $5,500 per month.\textsuperscript{306} In February 1991, while his divorce was still pending, Jose signed with the Reds to a three-year, $9 million contract.\textsuperscript{307} Meanwhile, Alma spent December 1990 and January 1991 in Boca Raton and began living in the Ohio house in March 1991.\textsuperscript{308} In June 1991, the trial court gave Alma custody of the children and granted Jose standard visitation rights.\textsuperscript{309} Jose was ordered to pay child support of $10,000 per month and spousal support of $16,000 per month.\textsuperscript{310}

Subsequently, the couple reconciled.\textsuperscript{311} By October 1991, Jose dismissed his complaint, and Alma joined Jose in the Dominican Republic.\textsuperscript{312} They purchased a seven-bedroom house in the Dominican Republic for $1.2 million.\textsuperscript{313} By March 1993, Jose had signed a four-year, $22 million contract with the Reds, and Alma was four months pregnant, but Jose filed again for divorce in the Dominican Republic.\textsuperscript{314} He requested an order of child support of $3,000 per month and spousal support of $2,250 per month.\textsuperscript{315} The claim severed Jose’s strong relationship with his father-in-law, Juan Marichal.\textsuperscript{316} Alma filed in Ohio one month later, and Jose moved to dismiss her case, claiming that Alma was not domiciled in Ohio.\textsuperscript{317}

Alma testified that she had intended to make the Ohio residence the family’s permanent home since it was purchased in 1989.\textsuperscript{318} She testified that the Boca Raton and Dominican Republic houses were vacation homes.\textsuperscript{319} She demonstrated a pattern of travel during Jose’s employment with the Reds that supported this testimony.\textsuperscript{320} Jose, however, testified that, throughout the marriage, and particularly with the purchase of the Dominican home in

\begin{footnotes}
\item[306] See id.
\item[307] See id.
\item[308] See id.
\item[309] See id.
\item[310] See Rijo, 1995 WL 35730, at *2.
\item[311] See id.
\item[312] See id.
\item[313] See id.
\item[314] See id. at *3.
\item[315] See Rijo, 1995 WL 35730, at *3.
\item[316] See Brennan, supra note 293, at 3 (stating Marichal felt betrayed and refused to speak about situation); Crasnick, supra note 288, at 21.
\item[317] See Rijo, 1995 WL 35730, at *3.
\item[318] See id.
\item[319] See id. at *4.
\item[320] See id. (explaining Alma offered Jose’s passport in support of her assertion that, in 1992, he spent no more than sixty days in Dominican Republic).
\end{footnotes}
1991, he intended to make the Dominican Republic the family's permanent home.\textsuperscript{321}

Alma's expert said that the Immigration and Naturalization Service ("INS") classifies foreign nationals in two categories: (1) non-immigrants, who may enter the United States on a tourist or work visa; and (2) immigrants who are "resident aliens" or "green-card holders" or "aliens admitted for permanent residence."\textsuperscript{322} To obtain a resident alien status, such as Jose had, the INS law required a statement of intent to remain permanently in the United States and prohibited a resident alien from being absent from the country for more than a year or residing permanently in a place other than in the United States.\textsuperscript{323} Thus, on August 16, 1993, the court overruled Jose's motion and affirmed the judgment of the trial court in Alma's favor.\textsuperscript{324}

E. Lance Johnson\textsuperscript{325}

Kenneth Lance Johnson and Sharon Brown Johnson obtained a divorce in December 1995.\textsuperscript{326} In the divorce judgment, the court divided their marital property based on a written agreement between them.\textsuperscript{327} In January 1996, however, Sharon filed a "Motion to Set Aside the Judgment," claiming that Lance misrepresented his financial status to her in causing her to sign the agreement.\textsuperscript{328} Sharon alleged that, when they signed the agreement, Lance did not produce full and complete documents related to his financial accounts, income, and assets; Lance claimed that he had no prospects for future employment as a major league baseball player and claimed that he had no hope of re-signing with his former club, the White Sox. Yet, just days after the judgment of divorce, he signed a two-year, $5.7 million contract with the New York Mets and, after the judgment, mocked her that "she did not get any of his money."\textsuperscript{329}

\textsuperscript{321} See id. (noting Jose testified that, at conclusion of each baseball season, family returned to Dominican Republic from November through February).

\textsuperscript{322} See Rijo, 1995 WL 35730, at *4.

\textsuperscript{323} See id.

\textsuperscript{324} See id. at *4.

\textsuperscript{325} See Gentile, supra note 1, at 203 (noting Kenneth Lance Johnson played for Yankees in 2000).


\textsuperscript{327} See Johnson, 715 So. 2d at 784.

\textsuperscript{328} See id.

\textsuperscript{329} Id.
In February 1997, Lance tried to terminate the proceedings, claiming that Sharon's motion was not a request to "set aside" the judgment, but, rather, it was a request to "amend" the judgment, which would have meant that Sharon had filed her motion too late. In March 1997, the trial court determined that, because Sharon's claims alleged misrepresentations, her motion was really a motion for relief from judgment and, therefore, her motion was timely filed. Lance petitioned the Alabama Supreme Court, which held that it was incorrect for the trial court to treat Sharon's motion as a request for relief from judgment. It said that the lower court should have looked at the essence of the motion, not at its title. Because Sharon's motion specifically requested that the divorce judgment be "set aside" or "modified," the court held that it was consistent with a request to alter, amend, or vacate the judgment rather than as a motion for relief from judgment on fraud grounds. Thus, it held that Sharon's motion was really filed too late and should have been denied by operation of law. Accordingly, the court granted Lance's motion that Sharon's motion be dismissed.

F. David Collins

David Collins married his first wife, Kimberly, on May 12, 1980. David played for the Yankees in 1982 and, after brief employment with the Toronto Blue Jays, the Oakland A's acquired David's contract with the Yankees in 1985. Pursuant to the terms of the acquisition, the A's organization was obligated to pay Collins a ten-year annuity deferred compensation of $3,827 per month, beginning in 1988.
In July 1988, Kimberly filed for divorce.\textsuperscript{341} By August 1989, when the divorce became final, David was earning $225,000 per year with the Reds, although David’s employment with the Reds was not guaranteed for the 1990 season.\textsuperscript{342}

In February 1990, the court awarded permanent custody of the couple’s child to Kimberly and ordered David to pay $100 per week in child support.\textsuperscript{343} The court held that, if David obtained employment for the 1990 season, this amount could increase.\textsuperscript{344} In dividing the couple’s assets, the court awarded Kimberly two annuities valued at $220,962.\textsuperscript{345} The court further ordered the marital home to be sold, at which time David and Kimberly would split the $67,000 in equity they held in the home.\textsuperscript{346} Additionally, the court awarded Kimberly IRA accounts totaling $2,674 and a vehicle with $4,600 in equity.\textsuperscript{347} David was awarded a $12,250 IRA and a $12,500 vehicle.\textsuperscript{348} Although David was still married to Kimberly at the time he acquired the annuity from the Oakland A’s, the court determined that the annuity was separate property and was not part of the marital assets to be divided by the parties.\textsuperscript{349}

David appealed the judgment of the court regarding the division of marital property, claiming that the court abused its discretion by awarding Kimberly eighty-five percent of the marital estate.\textsuperscript{350} But the appellate court held that the trial court did not abuse its discretion in making the award.\textsuperscript{351} The appellate court determined that David’s right to receive the Oakland A’s annuity—a fixed bonus guaranteed over a certain future period—was more like an asset than income because it was payment for past services.\textsuperscript{352} Because David was married while “working,” the right to the deferred compensation should really be marital property.\textsuperscript{353} But by classifying the annuity as non-divisible, non-marital property,

\textsuperscript{341} See id. at *1.
\textsuperscript{342} See id. (stating Collins’s financial and employment status). The court also noted that Collins’s wife, Kimberly, did not work while the parties were married. See id.
\textsuperscript{344} See id.
\textsuperscript{345} See id. (stating combined present value of annuities at time of order).
\textsuperscript{346} See id.
\textsuperscript{347} See id.
\textsuperscript{349} See id.
\textsuperscript{350} See id.
\textsuperscript{351} See id. at *2 (noting award amount was less than maximum allowed under guidelines, thereby demonstrating no abuse of discretion).
\textsuperscript{352} See id.
the court effectively sheltered from distribution $460,000 of David's compensation that otherwise would have qualified as divisible property upon divorce.\(^{(354)}\)

After the divorce, Kimberly became employed and earned $14,079.60 in annual income.\(^{(355)}\) David signed with the St. Louis Cardinals and earned $225,000 for the 1990 season.\(^{(356)}\) David also received a $79,000 refund from the Major League Baseball's Player's Union Settlement Fund, which was the result of a strike settlement between the Players Association and the baseball owners.\(^{(357)}\) In April 1990, Kimberly filed for increased child support.\(^{(358)}\)

In October 1990, the court ordered David to increase his child support payments to $24,000 for the year.\(^{(359)}\) It further held that the $79,000 Player's Union refund was a non-marital asset.\(^{(360)}\) Thus, the entire amount was David's individual property.\(^{(361)}\)

David appealed the order for $24,000 in increased child support, and Kimberly appealed the ruling that the $79,000 refund was David's individual property.\(^{(362)}\) Regarding David's claim, the court found that David's salary was $271,000, which accounted for ninety-five percent of the couple's combined income.\(^{(363)}\) Under Ohio law, David was responsible for ninety-five percent of the allowable child support award, which was more than $24,000.\(^{(364)}\) Therefore, even with the increase, David was paying less than what the support laws actually required him to pay.\(^{(365)}\) Regarding Kimberly's claim for an equal share of the $79,000 strike fund as a marital asset, the court held for David because, at the time of the divorce, David (and, therefore, Kimberly) had no fixed right to receive any money from the strike refund.\(^{(366)}\) His right to collect the $79,000 came after the divorce because an agreement was reached between the baseball owners and players that the owners would pay the players their re-

\(^{(354)}\) See id.
\(^{(355)}\) See id. at *1.
\(^{(356)}\) See id.
\(^{(357)}\) See id.
\(^{(359)}\) See id.
\(^{(360)}\) See id.
\(^{(361)}\) See id.
\(^{(362)}\) See id.
\(^{(363)}\) See Collins, 1991 WL 202191, at *2 (computing combined total salary from Cardinals pay of $225,000 and Athletics annuity of $46,000).
\(^{(364)}\) See id. (citing child support guidelines of R.C. 3113.215 as basis for computation).
\(^{(365)}\) See id. (ruling statutory obligation totaled $25,822 annually).
\(^{(366)}\) See id. at *3.
fund from money acquired from a cable contract in May 1990, which was after the parties' divorce.\textsuperscript{367}

David soon remarried Sherry L. Collins, and they divorced in 1994.\textsuperscript{368} At the time of this divorce, David was to receive approximately $103,000 in licensing fees from the Major League Baseball Players Association for 1991, 1992, and 1993.\textsuperscript{369} As part of the parties' property settlement, the court awarded Sherry $36,080.47 of this sum.\textsuperscript{370} Before Sherry could receive the award, however, the IRS seized the total amount as payment for taxes, interest, and penalties already owed to the government.\textsuperscript{371} Consequently, David did not pay Sherry her share of the award, and Sherry filed to hold David in contempt of court.\textsuperscript{372} Because the money was no longer available for division, the court held that Sherry was no longer entitled to the award because David should not have to pay Sherry half of a marital asset that, in effect, never existed.\textsuperscript{373} However, the court awarded Sherry $17,255 to compensate for a mistake made by David's attorney in distributing the marital assets.\textsuperscript{374}

Another issue in the case regarded the marital home.\textsuperscript{375} In the parties' divorce decree, David received the marital real estate.\textsuperscript{376} Upon the sale or refinancing of the home after divorce, David was to pay Sherry $11,150, which was her share of the equity in the real estate.\textsuperscript{377} Upon receipt of that amount from David, Sherry was to "quit claim" her interest in the property to David.\textsuperscript{378} However, David never paid Sherry her share of the equity, and Sherry filed for contempt.\textsuperscript{379} Although the court held that David mismanaged the sale of the property and, thereby, delayed the sale, which led to his non-payment of Sherry's equitable share, the court used the doctrine of "clean hands" to conclude that David should not be held in contempt.\textsuperscript{380} It reasoned that, because Sherry was equally

\textsuperscript{367} See id.
\textsuperscript{369} See id.
\textsuperscript{370} See id.
\textsuperscript{371} See id.
\textsuperscript{372} See id.
\textsuperscript{373} See Collins, 1997 WL 232235, at *1.
\textsuperscript{374} See id.
\textsuperscript{375} See id. at *2-3.
\textsuperscript{376} See id. at *2.
\textsuperscript{377} See id.
\textsuperscript{378} See Collins, 1997 WL 232235, at *2.
\textsuperscript{379} See id. at *2-3.
\textsuperscript{380} See id. at *3.
at fault in mismanaging the sale of the property, the doctrine of clean hands prohibited her from the remedy of contempt.381

Finally, Sherry asserted that David should be held in contempt for allowing the children’s medical insurance to lapse and for failing to pay three marital debts ordered in the divorce decree.382 The court denied these assertions as well, finding that Sherry failed to meet her burden of proving by clear and convincing evidence that these failures were contemptuous behavior on the part of David.383 Instead, the court found that these failures were due to the actions and negotiations of the parties’ attorneys.384

G. Joe Pepitone385

Joe Pepitone was the first baseman for the Yankees from 1962 to 1969.386 Tired of his nightlife antics, the Yankees traded him to the Houston Astros in 1970.387 He was married and divorced twice.388

Pepitone divorced his wife, Diane, on September 19, 1973.389 After the divorce, Pepitone amassed significant arrears in alimony and child support.390 Judgment was entered against him for $35,000 in alimony arrears and $7,000 in child support arrears.391

Pepitone was a member of the Major League Baseball Players Benefit Plan (“the Plan”).392 Under the Plan, Pepitone was eligible to elect early retirement and, therefore, receive benefits at any point between his forty-fifth and his sixtieth birthday.393 If he chose early retirement, however, his benefits would be significantly reduced.394

381. See id.
382. See id.
383. See Collins, 1997 WL 232235, at *4 (rejecting appellant’s contention that contempt does not require proof of ill intent).
384. See id.
385. See Gentile, supra note 1, at 269 (stating term of Pepitone’s employment with Yankees).
386. See id.
387. See id. at 148 (discussing controversy surrounding Pepitone’s off-field actions).
390. See id. at 967.
391. See id.
392. See id.
393. See id. (detailing Plan’s benefits and provisions). Pepitone’s sixtieth birthday would have been his normal retirement date. See id.
394. See Pepitone, 436 N.Y.S.2d at 967.
Diane sought to sequester Pepitone's pension benefits when he was forty years old; this was five years before the earliest date at which vested benefits would have been payable. She wanted to sequester the benefits then so that, when Joe turned forty-five, she could force him to take early retirement and recoup what was owed to her in arrears. The court held that sequestration of assets was appropriate because judgment for arrears had been rendered and Pepitone failed to obey it. The question was whether the pension benefits were then assets that should be included in sequestration. The trustee of the Plan argued that, by releasing funds for Pepitone's family support obligations, it would affect the Plan's tax-exempt status. Because Diane was not seeking immediate payment, concern about the effect on the tax-exempt status was unwarranted. The court was more concerned about the application of federal law, which prohibited the assignment, garnishment, or alienation of any benefits in the Plan to any creditor of the member. The Plan expressly stated that upon any attachment, garnishment, or proceeding that vested the benefits in any person other than the member, payment of the benefits would cease. To address this provision, the court held that ERISA (the Employee Retirement Income Security Act) did not "immunize pension payments from family support obligations."

Having resolved the application of federal law, the court determined whether there were any state law prohibitions to sequestration of pension benefits that were not distributable at the time. Without any precedent to guide it, the court reasoned that, because the vested interest in the Plan was inaccessible to Joe for several years, the remedy of sequestration for Diane offered her no real benefit or protection; there was no further threat to the fund because Joe had no right to affect his benefits adversely. Thus, Di-
ane’s request for sequestration was denied as premature.\footnote{406} However, the court said that Diane could again request sequestration at the proper time, provided she could show that Joe failed to pay his arrears and that she was not otherwise protected.\footnote{407}

Diane argued that she ought to be able to sequester the funds when Joe reached age forty-five, thereby forcing him to take early retirement.\footnote{408} Joe argued to reserve that decision until that time arrived.\footnote{409} But the court felt that leaving Diane in limbo for five years would be unfair.\footnote{410} So, the court held that when Joe reached age forty-five, notwithstanding that the benefits would be considerably reduced, Diane should compel him to take early retirement and then sequester the funds.\footnote{411}

H. Enos Slaughter\footnote{412}

Mary K. Slaughter obtained a divorce from Enos Slaughter in November 1951.\footnote{413} Mary was granted custody of their son, Rex, who was Mary’s child from a previous marriage, and their daughter, Patricia, who was Enos’s natural child.\footnote{414} The natural father of Rex was killed in World War II, and Enos adopted the child after he and Mary married.\footnote{415}

The divorce decree ordered Enos to pay $150 per month for the support of each child.\footnote{416} After Enos petitioned to modify the award, the support for Rex was reduced to $50 per month.\footnote{417} In 1957, Mary appealed the reduction and petitioned for an increase in Rex’s support.\footnote{418}

When the divorce was granted in 1951, Enos was earning $25,000 per year, plus royalties and other income from commercial advertisements.\footnote{419} In 1956, he received $5,200 for his share of

\footnotesize

\begin{itemize}
\item \footnote{406} See id.
\item \footnote{407} See id.
\item \footnote{408} See id.
\item \footnote{409} See Pepitone, 436 N.Y.S.2d at 969.
\item \footnote{410} See id.
\item \footnote{411} See id. at 970.
\item \footnote{412} Enos Bradsher (“Country”) Slaughter played for the Yankees in 1954, and from 1957 to 1959. See Gentile, supra note 1, at 313 (detailing Slaughter’s employment history with Yankees).
\item \footnote{413} See Slaughter v. Slaughter, 313 S.W.2d 193, 194 (Mo. Ct. App. 1958).
\item \footnote{414} See id.
\item \footnote{415} See id.
\item \footnote{416} See id.
\item \footnote{417} See id.
\item \footnote{418} See Slaughter, 313 S.W.2d at 194.
\item \footnote{419} See id. No income amount derived from royalties and advertisements was included in the record. See id.
\end{itemize}
World Series receipts, but his salary after 1952 was $20,000 per year.420 In 1957, Enos was playing with the Yankees.421 Although he was forty-one years old, he was under contract with the Yankees for the remainder of the season at a salary of $20,000.422 Enos also owned a 200-acre farm in North Carolina.423 Enos also built a new home in North Carolina that cost between $20,000 and $23,000, but he said he had a mortgage of $15,000.424 Also, he had an interest in an apartment house in Illinois (which he sold), a jewelry store in Illinois (which he sold for $6,500), and stocks valued at $14,000 (which paid him dividends of approximately $1,300 per year).425

Enos remarried twice after his divorce from Mary in 1951.426 By 1957, he was living with his fifth wife and daughter in a house in New Jersey that he rented for $200 per month.427 Mary and the children lived in Illinois with her parents.428 She was employed part-time and received $5,500 gross in alimony.429 She also earned $27 per month from an unknown source.430 Rex received $116 per month from the government because of the death of his natural father while in the armed service.431 Mary claimed that, as of September 1956, monthly expenses were $376.50, two-thirds of which was for the children, plus other personal expenses for the children of $105 per month.432 An insurance policy premium of $27.50 was also paid for Rex.433

Enos was not asking the court to reduce Patricia’s support of $150 per month, but Enos argued that Rex’s support should be lowered because he was adopted and because he received approximately $100 per month under a federal pension.434 The court held that Enos could not reduce his child support payments for Rex just

420. See id.
421. See id.
422. See id.
423. See Slaughter, 313 S.W.2d at 195. Mary claimed that the property was 360 acres and that during their marriage, Enos earned between $3,000 and $3,600 per year from rent on the property. See id. Enos claimed, however, that in 1956, after expenses, he earned approximately $200 from the farm. See id.
424. See id.
425. See id. (citing further testimony as to assets and liabilities).
426. See id.
427. See id.
428. See Slaughter, 313 S.W.2d at 195.
429. See id.
430. See id.
431. See id.
432. See id.
433. See Slaughter, 313 S.W.2d at 195.
434. See id. at 195-96.
because he was adopted or because he received benefits due to his natural father's death, particularly because Enos agreed that the $150 per month for Patricia was reasonable.\textsuperscript{435} Therefore, the appellate court held that the lower court erred in reducing Rex's support to $50 from $75 and not restoring it to $150.\textsuperscript{436} The court held that, because Rex was older and the cost of living had increased since it was reduced to $50, it should be increased to $150.\textsuperscript{437} The court considered that Enos was forty years old and that his days in baseball were numbered, but it held that he "may be able to secure more lucrative employment by reason of the prominence he ha[d] attained as one of the great figures in the baseball world."\textsuperscript{438}

I. Lynn McGlothen\textsuperscript{439}

In 1972, Lynn McGlothen was playing for the Boston Red Sox.\textsuperscript{440} He met his wife, Brenda, during a road trip to California.\textsuperscript{441} At the end of the 1972 season, Lynn returned to San Francisco and moved in with Brenda.\textsuperscript{442} He left that winter to play ball in Puerto Rico, leaving his car and personal items with Brenda.\textsuperscript{443} Although they planned to marry, they postponed these plans when Brenda discovered that Lynn was married already and had a child.\textsuperscript{444} Nevertheless, upon the opening of the 1973 season, the two moved to Boston and cohabited there until Lynn was traded to St. Louis.\textsuperscript{445} They eventually continued living together in St. Louis.\textsuperscript{446}

In November 1974, Lynn obtained a divorce and married Brenda.\textsuperscript{447} A year later, they had their first child.\textsuperscript{448} In December

\textsuperscript{435.} See id. at 196-97.
\textsuperscript{436.} See id. at 197 (finding original support amount reasonable in light of Enos's ability to pay).
\textsuperscript{437.} See id.
\textsuperscript{438.} Slaughter, 313 S.W.2d at 195.
\textsuperscript{439.} Lynn McGlothen played for the Yankees in 1982. See Gentile, supra note 1, at 466 (detailing employment status with Yankees).
\textsuperscript{441.} See id.
\textsuperscript{442.} See id.
\textsuperscript{443.} See id.
\textsuperscript{444.} See id.
\textsuperscript{445.} See McGlothen, 175 Cal. Rptr. at 130.
\textsuperscript{446.} See id.
\textsuperscript{447.} See id.
\textsuperscript{448.} See id.
1976, Lynn was traded to the San Francisco Giants, so he and Brenda moved back to San Francisco.\textsuperscript{449}

During spring training in 1977, Lynn assaulted Brenda, giving her a black eye.\textsuperscript{450} Consequently, she returned from spring training to their home.\textsuperscript{451} When the season commenced, Lynn rejoined her in the home, where they lived together again until June 1978.\textsuperscript{452} At that time, Lynn was traded to the Chicago Cubs.\textsuperscript{453} When Brenda decided to go with Lynn to Chicago, he instructed her to live in a trailer park in Louisiana until he could find a home for her and their child in the Chicago area.\textsuperscript{454} Believing this to be a temporary arrangement until a home in Chicago was found, Brenda moved into a trailer home in Louisiana, while Lynn moved into the Beldon Stratford Hotel in Chicago.\textsuperscript{455} Through the summer of 1978 and 1979, Brenda visited Lynn at the hotel.\textsuperscript{456} Each time she visited, Lynn insisted that he was continuing his search for a house and that Brenda should remain in Louisiana.\textsuperscript{457} While in Louisiana, Lynn committed many incidents of violence against Brenda.\textsuperscript{458} Lynn subsequently closed the savings and joint checking accounts.\textsuperscript{459} "Eventually, Lynn completely refused to support Brenda or their children, even though Brenda was pregnant and about to have their second son."\textsuperscript{460} When the child was born, Lynn told Brenda to leave.\textsuperscript{461} As a result of Lynn’s continued violence and Brenda’s financial instability, she eventually left Louisiana for California, where her parents continued to reside.\textsuperscript{462}

Although under Lynn’s contract with the Cubs, he earned a bonus of $200,000 in October 1979 and was paid a salary of $200,000 per year, according to Brenda’s trial testimony, Lynn threatened to quit baseball before ever assisting her financially.\textsuperscript{463}

\textsuperscript{449} See id.
\textsuperscript{450} See McGlothen, 175 Cal. Rptr. at 130.
\textsuperscript{451} See id.
\textsuperscript{452} See id. (stating they “continued their family life”).
\textsuperscript{453} See id.
\textsuperscript{454} See id. at 130-31.
\textsuperscript{455} See McGlothen, 175 Cal. Rptr. at 131.
\textsuperscript{456} See id.
\textsuperscript{457} See id.
\textsuperscript{458} See id.
\textsuperscript{459} See id.
\textsuperscript{460} McGlothen, 175 Cal. Rptr. at 131.
\textsuperscript{461} See id.
\textsuperscript{462} See id.
\textsuperscript{463} See id.
Brenda claimed to be reliant on public welfare in San Francisco, which Lynn did not challenge.464

In seeking a divorce, Brenda filed for child and spousal support from Lynn.465 Lynn claimed that he was not a resident of California and, therefore, was not subject to the jurisdiction of California courts.466 In considering whether it had jurisdiction, the court reasoned that a state may assume jurisdiction if the subject causes an "effect in the state by an act or omission which occurs elsewhere."467 Because Lynn's actions left Brenda and her two children destitute in Louisiana and reliant on the taxpayers of California, the court held that Lynn caused an effect in California from which he derived the financial benefit of not having to support his family.468 The court said that Lynn had imposed on them "the insurmountable 'financial burden and personal strain of litigating a [spousal and] child support suit in a forum [thousands of] miles away . . . .'"469

When Lynn appealed, the court of appeals found that Lynn had derived the benefit of being relieved of the necessity of supporting his wife and children for several years because of their presence in California, where they were supported by public welfare and Brenda's parents.470 Therefore, the court held that it was reasonable and constitutional for California to assume jurisdiction in Brenda's action for support.471

J. David La Point472

David La Point and his wife were divorced in 1989.473 In 1996, La Point was ordered to pay $100 per week in child support for his two sons.474 La Point requested that his child support payments be reduced. The hearing examiner determined that La Point had willfully violated the support order and denied his request to reduce

464. See id.
465. See McGlothen, 175 Cal. Rptr. at 130.
466. See id. (noting Lynn's special appearance for purpose of challenging jurisdiction).
467. Id. at 131.
468. See id. at 132-33.
469. Id. at 133.
470. See McGlothen, 175 Cal. Rptr. at 132.
471. See id. at 133 (denying writ of mandamus and affirming jurisdiction).
474. See id.
the amount of the child support payments. The hearing examiner found that the testimony of La Point and his second wife was "totally incredible." 

The appellate court noted that La Point had been involved in child support proceedings for a decade. He was also part of a 1990 contested child support proceeding filed by the mother of his third child—a daughter who was born in January 1990. In that case, the court found that La Point had "intentionally attempted to delay the proceedings" and "frustrate the discovery process," and had proffered a position that the court held to be "preposterous." He argued that he should not pay more than $25 per month for the child, which is the minimum amount of child support obligation for a parent whose income is below the federal poverty line ("an amount intended for the 'poorest parents'"). He made this assertion in 1992 when, in the previous year, he had earned $900,000 as a pitcher for the Yankees.

With this background in mind, the court considered his wife's request for child support. During his ten-year professional baseball career prior to this, La Point earned up to $550,000 per year playing for four other teams before joining the Yankees. In 1995, he was the general manager of a minor league baseball team and earned an annual salary of $40,000. La Point was ordered to pay $100 per week in child support, and no objections were filed to this 1996 decision.

Shortly after the litigation ended, La Point requested a downward modification of child support because his stint as a general manager was to conclude at the end of 1996, and he requested deductions based on the support he paid for his daughter. La Point claimed that he was not fired from his general manager's job, but that he had a contract dispute with owners, who wanted to

475. See id.
476. See id.
477. See id. (finding factor relevant to instant case).
478. See Phelps, 725 N.Y.S.2d at 462 (discussing proceeding brought by mother).
479. Id.
480. Id.
481. See id. at 462-63.
482. See id. at 463.
483. See Phelps, 725 N.Y.S.2d at 463 n.2 (stating prior salary range was $82,000 to $550,000).
484. See id. at 463.
485. See id.
486. See id.
change his salary to $20,000 with bonuses.\textsuperscript{487} La Point claimed to be unemployed in 1997.\textsuperscript{488} In 1998, he was employed at Dave La Point's Pitchers—a sports bar wholly owned by his then-current wife, who paid him a $24,000 salary.\textsuperscript{489}

The hearing examiner denied La Point's request to lower his child support payments.\textsuperscript{490} Further, La Point was not entitled to a deduction against his income for child support for his daughter because evidence was presented that he had surrendered her for adoption.\textsuperscript{491} In the end, La Point was ordered to pay $175 per week in child support.\textsuperscript{492} The hearing examiner also found that, because La Point willfully violated the 1996 order, he should pay $5,000 in attorney’s fees.\textsuperscript{493} The hearing examiner said that La Point’s testimony was “a story literally of a ‘house of cards.’”\textsuperscript{494} The court held that La Point and his then-current wife “fabricated” their financial picture.\textsuperscript{495} It found that La Point was “generally non-credible and purposefully evasive,” assuming “untenable and glaringly disingenuous positions.”\textsuperscript{496} Despite claiming that his salary was only $24,000, evidence showed that La Point had a very comfortable lifestyle, including a nice home (with real estate in New York and Florida), a new vehicle (a 1990 Porsche and a 1987 Ford pick-up), a country club membership, tens of thousands of dollars in annual credit card charges, and golf vacations.\textsuperscript{497} Further, his then-current wife testified that, in the year in which he was essentially unemployed and incapable of paying child support, she received “$200,000 in ‘collusion’ funds from the [MLB] Players Association as a result of a 1991 postnuptial agreement whereby [he] had divested himself of assets and assigned them to her.”\textsuperscript{498} His wife anticipated that she would receive a total of $575,000 in the “collusion” funds by the end of 1998 and continue to receive future payments of at least $400,000.\textsuperscript{499} He and his wife both denied that he was in any way a

\textsuperscript{487} See id.
\textsuperscript{488} See Phelps, 725 N.Y.S.2d at 463 (citing claim of being essentially “unemployed” when two satellite dish business ventures failed).
\textsuperscript{489} See id.
\textsuperscript{490} See id.
\textsuperscript{491} See id. at 463-64.
\textsuperscript{492} See id. at 464.
\textsuperscript{493} See Phelps, 725 N.Y.S.2d at 464.
\textsuperscript{494} Id.
\textsuperscript{495} See id.
\textsuperscript{496} See id.
\textsuperscript{497} See id.
\textsuperscript{498} Phelps, 725 N.Y.S.2d at 464-65.
\textsuperscript{499} See id. at 465. The future payments and the “collusion” funds would have gone to La Point but for the prenuptial agreement. See id.
beneficiary of these funds, despite their status as husband and wife.500 The court held that La Point could not avoid his family obligations by simply assigning away his assets.501 It held that, when a parent does this, the court may impute income where the parent receives financial support from a relative.502 Lastly, the court called itself charitable in saying that his argument was "unpersuasive" when he claimed that, even though his daughter was adopted by another man, he still ought to receive the deduction from his income because, when he did pay support, he paid it by obtaining cash advances on his credit card, and because he still owed interest on the card, he ought to continue to receive a deduction.503

IV. ESTATE MATTERS

A. Billy Martin504

"Billy" Martin, who was born Alfred Manuel Pesano, played for the Yankees from 1950 to 1957.505 He became the manager of the Yankees in 1975.506 He was fired in 1979 after commenting on owner George Steinbrenner’s conviction for illegal contributions to the Nixon campaign of 1972.507 Martin managed the Yankees again from 1983 to 1984, 1985, and 1987 to 1988.508 Overall, he was hired and fired five times by Steinbrenner.509

Martin first married in 1950 to Lois Berndt, with whom he had one daughter.510 He and Berndt divorced in 1953.511 In 1959, he married Gretchen Winkler, with whom he had one son.512 In 1980, when Martin was fifty-two years old, he began living with twenty-six-year-old Heather Ervolino.513 They married in 1982 and separated

500. See id.
501. See id.
502. See id.
503. See Phelps, 725 N.Y.S.2d at 465.
504. See Gentile, supra note 1, at 234-35.
505. See id. Martin began his career with the Yankees as a part-time second baseman and, two years later, he won the full-time position. See id. at 234.
507. See id.
508. See id.
509. See id.
510. See id.
511. See Rosenheim, supra note 506, at 13.
512. See id.
in 1985.\textsuperscript{514} Ervolino filed a $500,000 lawsuit against Martin, asking the court to prohibit Martin from ejecting her and her family from the home in California in which she, her family, and Martin resided.\textsuperscript{515} She filed for divorce in 1986, claiming that Martin never returned home after the 1985 season.\textsuperscript{516} Martin subsequently married his fourth wife, Jill Guiver, in 1988.\textsuperscript{517}

In February 1988, while domiciled in California, Martin executed his last will and testament.\textsuperscript{518} In the will, he bequeathed his entire estate to the trustees of the Martin Living Trust.\textsuperscript{519} Martin and his wife, Jill, executed a trust on the same day, naming each other as trustees, provided certain gifts were to be made to Martin’s son, Billy Joe, his daughter, Kelly Martin-Knight, and his granddaughter, Evie Sabini, in the event that Billy predeceased his wife.\textsuperscript{520} Billy Joe was to receive Martin’s Rolex watch and gun collection, while Kelly was to receive his Yankee pendant.\textsuperscript{521} Proceeds of Martin’s Yankee contract, his interest in the Philmont Center Limited Partnership, the sale of Billy Martin Western Wear clothing, and any royalties from any books that he authored (except “Billy Ball”) also were to be distributed equally to his wife and his two children.\textsuperscript{522}

Following Billy’s tragic death on December 25, 1989, his two children commenced a proceeding to compel Jill to turn over the bequests.\textsuperscript{523} Jill claimed that the estate was insolvent and that the enumerated bequests were community property, to which she had a one-half interest.\textsuperscript{524} Jill sought summary judgment, while the children sought to declare the former marital residence as community property, half the value of which, accordingly, would be part of Martin’s divisible estate.\textsuperscript{525}

The surrogate court found that the former marital residence was not community property.\textsuperscript{526} The property was acquired by Martin and Jill in September 1988, while they were domiciled in Califor-
nia. The deed recited that they held the property as tenants by the entirety and, therefore, it was not part of Martin’s estate upon his death. The court found, however, that the items that Martin bequeathed were community property, to which Martin’s wife had a one-half interest. The court determined, therefore, that the bequeathed items were subject to Martin’s creditors and granted Jill’s summary judgment as to the Yankee contract proceeds, Martin’s interest in the Philmont Center Limited Partnership, the Rolex watch (which was stolen prior to Martin’s death), and any royalties related to books. Despite this finding, the court ruled that these items either were no longer part of Martin’s estate or had no monetary value, so the court held that the children were estopped from raising any issues regarding these items upon the final accounting of Martin’s estate. Regarding the gun collection, the Yankee pendant, and proceeds from the sale of Billy Martin Western Wear clothing, the court reserved judgment until a final accounting of Martin’s estate was conducted. The children appealed this decision.

On appeal, the court held that the lower court was correct to find that the marital residence was not community property based on the title being held as tenants by the entirety, but that the other items enumerated in Martin’s will were community property because the trust plainly listed them as community property and, thus, they remained subject to Martin’s creditors. Because Martin remained the owner of the items by reserving in the will the right to alter, amend, or revoke the trust at any time, Martin could not evade his creditors by bequeathing the property to his children. Thus, the court correctly awaited a final accounting to determine if Martin’s creditors would satisfy his debts with the remaining assets of his estate. Because of this, however, the court determined that the children should not have been prohibited from raising issues regarding the value of any of these items at Martin’s final accounting.

527. See Estate of Martin, 686 N.Y.S.2d at 197.
528. See id.
529. See id.
530. See id. at 196.
531. See id.
532. See Estate of Martin, 686 N.Y.S.2d at 196-97.
533. See id. at 197.
534. See id.
535. See id.
536. See id.
537. See Estate of Martin, 686 N.Y.S.2d at 197 n.1.
B. George S. Halas, Sr. 538

It may seem that a discussion of legendary Chicago Bears owner George S. Halas, Sr. ("Halas, Sr.") is misplaced in an article about the New York Yankees. But Halas, Sr. played for the Yankees for twelve games in 1919. 539 He later founded the Chicago Bears in 1922 and was the club's president until he died in October 1983. 540 His son, George S. Halas, Jr. ("Halas, Jr.") assisted Halas, Sr. in managing the Bears until his death in December 1979. 541 Since that time, there have been eight reported cases involving Halas, Sr. or his family and his estate; the cases range from claims for attorneys fees to the valuation of Chicago Bears stock and Halas, Sr.’s breach of fiduciary duties. 542

Halas, Jr. married his first wife, Theresa, in 1963. 543 They had a daughter, Christine, in 1965, and a son, Stephen, in 1967. 544 Theresa filed for divorce in 1974, and the divorce became final in 1975. 545 The judgment for divorce incorporated a settlement agreement in which Halas, Jr. agreed to execute a will, according to which he would leave half of his net estate to his living children. 546 Part of the agreement provided for Halas, Jr. to pay Theresa $50,000 as alimony in gross (including child support) during the first year of the divorce, and $35,000 per year for up to nine years thereafter. 547 The alimony payments were to continue after Halas

538. See Gentile, supra note 1, at 43, 177 (setting forth Halas's career as Yankee outfielder before founding National Football League).

539. See id. at 177 (setting forth Halas's career statistics).

540. See In re Estate of Halas, Jr., 568 N.E.2d 170, 173 (Ill. App. Ct. 1991) (holding Halas, Sr., as executor of estate, breached fiduciary duty owed to son).

541. See id. (predeceasing his father and naming father as executor of estate).

542. See id. at 173; see also Estate of Halas, Sr. v. Comm'r of Internal Revenue, 94 T.C. 570, 573 (1990) (dealing with deficiency and appraisal of shares of stock); Estate of Halas, Sr. v. Comm'r of Internal Revenue, 1989 WL 111305 (T.C. Sept. 28, 1989) (holding no conflict of interest in expert appraiser's testimony as to shares of Halas's stock); Halas v. McCaskey, 470 N.E.2d 960, 966 (Ill. 1984) (giving ex-wife control of child support payments after Halas's death); In re Estate of Halas, Jr., 529 N.E.2d 768, 769 (Ill. App. Ct. 1988) (concerning Halas's estate and sale of shares to Chicago Bears); In re Marriage of Halas, 527 N.E.2d 474, 475 (Ill. App. Ct. 1988) (regarding Halas's ex-wife's belief that he defrauded his net worth in property settlement); In re Estate of Halas, Jr., 512 N.E.2d 1276, 1277 (Ill. App. Ct. 1987) (holding law firm representing Halas's estate entitled to attorney's fees); Halas v. Halas, 445 N.E.2d 1264, 1271 (Ill. App. Ct. 1983) (declaring trust and rents made by Halas as valid).

543. See Halas, 445 N.E.2d at 1266.

544. See McCaskey, 470 N.E.2d at 961.

545. See Halas, 445 N.E.2d at 1266.

546. See McCaskey, 470 N.E.2d at 961.

547. See id.
Jr.'s death. The agreement also required Halas, Jr. to maintain life insurance sufficient to guarantee these alimony payments. To comply with this requirement, in 1976, Halas, Jr. amended a trust that he had established in 1972, which consisted of nine insurance policies. The amendment directed that, upon his death, the alimony payments would be paid out of the insurance proceeds as they became due, with the remaining proceeds to be paid to testamentary trusts for the children. In the amendment, Halas, Jr. reserved the right to change, modify, or revoke the agreement and the trusts, except that, if any of the alimony payments remained unpaid, he could not change, modify, or revoke the agreement without Theresa's written consent.

In 1978, Halas, Jr. married Patricia Navalio. At that time, he amended the trust again and directed the trustee to retain in the trust only enough insurance proceeds to cover Theresa's unpaid alimony payments. Funds in excess of that amount were to be distributed to a new trust, under which the children would receive two-thirds of the remaining proceeds, and Patricia would receive one-third of the proceeds. To fund the new trust, Halas, Jr. executed a partial revocation of the 1972 trust (as amended in 1976), directing that the trustee surrender one of the nine insurance policies used to fund the trust.

In December 1979, Halas, Jr. died. Halas, Sr. was appointed as the executor of the estate and the trustee of the trusts. In Halas, Jr.'s will, Patricia received one-third of the residuary estate. Theresa received nothing from the will; however, she was to receive the balance of her alimony payments through an insurance trust. Christine and Stephen were to receive two-thirds of the residuary estate, which consisted of the balance of the insurance

548. See id.
549. See id.
550. See id. at 962.
551. See McCaskey, 470 N.E.2d at 962.
552. See id. at 962-63.
553. See id. at 961.
554. See id. at 963.
555. See id.
556. See McCaskey, 470 N.E.2d at 963.
559. See id.
560. See id.
trust after Theresa's alimony was paid out.\textsuperscript{561} Halas, Jr. also left his children stock interests in the Chicago Bears via a bequest to Halas, Sr. as trustee.\textsuperscript{562}

The Chicago Bears stock that was involved in this bequest led to extended litigation involving the estate of Halas, Sr. and the appraisal of the stock by three appraisers.\textsuperscript{563} One of the appraisers—Willamette Management Associates, Inc. ("WMA")—was employed by the estate of Halas, Jr. and by the Chicago Bears.\textsuperscript{564} In the resulting case, the IRS hired WMA to testify as an expert on the value of the stock.\textsuperscript{565} The estate of Halas, Sr. argued that it was a conflict of interest to have WMA testify on behalf of the IRS because WMA had a fiduciary and confidential relationship with the Bears and its owners that would be violated if the IRS were allowed to employ WMA to value the stock.\textsuperscript{566} Nonetheless, the court held that for WMA to violate a fiduciary duty, WMA would have to have had a relationship with the party that was seeking disqualification.\textsuperscript{567} Here, the estate of Halas, Sr. was the party seeking disqualification.\textsuperscript{568} In appraising the common stock of the Bears, WMA received no confidential information about the estate of Halas, Sr., and neither the estate of Halas, Jr. nor the Chicago Bears were parties to the action.\textsuperscript{569} Thus, there was no conflict of interest in the IRS's employing WMA as an expert.\textsuperscript{570}

When the will of Halas, Jr. was admitted to probate in 1980, Halas, Sr. was appointed executor.\textsuperscript{571} As a result of Halas, Sr.'s acting in that capacity, the estate of Halas, Jr. sued the estate of Halas, Sr. for breach of fiduciary duty by Halas, Sr.\textsuperscript{572} This claim arose as a result of the 1981 reorganization of the Chicago Bears.\textsuperscript{573} Originally incorporated in Illinois and having had a single class of common stock, the Bears were reorganized to incorporate in Delaware

\textsuperscript{561} See id.
\textsuperscript{562} See id.
\textsuperscript{563} See Estate of Halas, Sr. v. Comm'r of Internal Revenue, 1989 WL 111305 (T.C. Sept. 28, 1989) (holding no conflict of interest existed regarding expert appraisal witness).
\textsuperscript{564} See id.
\textsuperscript{565} See id.
\textsuperscript{566} See id.
\textsuperscript{567} See id.
\textsuperscript{568} See Estate of Halas, Sr., 1989 WL 111305.
\textsuperscript{569} See id.
\textsuperscript{570} See id.
\textsuperscript{571} See In re Estate of Halas, Jr., 512 N.E.2d 1276, 1277 (Ill. App. Ct. 1987).
\textsuperscript{573} See id. (reviewing reorganization process).
and to have four classes of common stock.\textsuperscript{574} When the reorganization took place, Halas, Sr., as executor of the estate of Halas, Jr., exchanged the testamentary stock in the Illinois Bears for stock in the Delaware Bears.\textsuperscript{575} However, notice of the exchange was never given to the beneficiaries of the estate of Halas, Jr. or to the guardian ad litem of the children.\textsuperscript{576} In the complaint, the estate of Halas, Jr. claimed to be injured by the restrictions placed on the new stock that were not contained in the articles of incorporation of the Illinois corporation.\textsuperscript{577} The court determined that the interests of the estate were not protected because the acquired stock was subject to the right of first refusal and cumulative voting rights were eliminated, so the estate could no longer elect a director to the board.\textsuperscript{578} Thus, the estate's unrestricted common stock was exchanged for restricted and subordinated class C stock, and the reorganization altered the voting, dividend, and liquidation rights of the new shares, statutory protections, and tax consequences, without notification to the beneficiaries, the executor, or the guardian ad litem.\textsuperscript{579} The trial court held that Halas, Sr. breached his fiduciary duty by failing to notify the guardian ad litem and by failing to protect the interest of the children in the reorganization.\textsuperscript{580} Although, on appeal, the court held that Halas, Sr. did not act in bad faith or abuse his discretion during the reorganization, it held that his failure to give notice was a breach of fiduciary duty; it did not matter that Halas, Sr. was relying on the advice of counsel.\textsuperscript{581} Because damages were not proven and because the court found that Halas, Sr. acted with benevolent intentions, it awarded nominal damages of $1 and did not charge him with costs and attorney's fees.\textsuperscript{582}

C. Thurman Munson\textsuperscript{583}

In January 1978, Thurman Munson and his wife, Diana, executed a promissory note to the United National Bank for

\textsuperscript{574} See id. at 173-74.
\textsuperscript{575} See id. at 174. The agreement consisted of exchanging 30.5 shares of the Illinois corporations for 183 class C shares in the Delaware corporation. See id.
\textsuperscript{576} See id.
\textsuperscript{577} See Estate of Halas, Jr., 568 N.E.2d at 175-76.
\textsuperscript{578} See id.
\textsuperscript{579} See id.
\textsuperscript{580} See id. at 175.
\textsuperscript{581} See id. at 179-81.
\textsuperscript{582} See Estate of Halas, Jr., 568 N.E.2d at 176, 183.
\textsuperscript{583} Thurman Munson played for the Yankees from 1969 to 1979. See Gentile, supra note 1, at 254-55.
They delivered a real estate mortgage as security.\textsuperscript{585} The mortgage contained a so-called "dragnet clause," which provided that the security of the mortgage shall extend to any additional loans by the mortgagee.\textsuperscript{586}

In May 1978, Munson individually borrowed $75,000 and delivered to the United National Bank a demand promissory note for $75,000.\textsuperscript{587} The note was part of a two-part form—one being a truth-in-lending disclosure statement, and the other being the form of promissory note used by the bank for unsecured loans.\textsuperscript{588} Munson signed only the promissory note portion of the form.\textsuperscript{589} The disclosure portion that Munson did not sign provided that no security for the note was taken by the bank but that the note would be secured by any collateral that Munson gave to the bank previously.\textsuperscript{590}

When Munson died tragically in a plane crash in August 1979, both loans remained unpaid.\textsuperscript{591} In September 1979, the bank filed a claim against Munson’s estate for the individual $75,000 loan.\textsuperscript{592} Diana requested a payoff figure on the mortgage.\textsuperscript{593} In June 1981, Diana received from the bank a letter giving the payoff amount as $437,060.01; this amount was the total amount due on both notes.\textsuperscript{594}

In July 1981, Diana filed a complaint, asking for the court to determine the parties’ rights.\textsuperscript{595} In October 1982, the court ordered that the mortgage dated January 1978, to both Munson and Diana, would act as security for the May 1978 note between Munson and the bank.\textsuperscript{596} It further ordered that, because Diana did not execute the May 1978 note, only Munson’s undivided, one-half in-
interest in the real estate would act as security on the May 1978 note. 597

Diana appealed this judgment, and the court of appeals reversed.598 It reasoned that, without Munson's signature on the disclosure statement, there was no evidence showing that there was any reliance on the security of the first mortgage when the loan was granted to Munson in May 1978.599 The bank argued that the language above the unsigned line on the disclosure statement was part of the entire document that was signed at the bottom.600 But the court held that the bank's argument was "without merit."601 By not having Munson sign the disclosure portion of the form, the bank did not include its terms in the promissory note contract.602 Therefore, the court reversed and held that the May 1978 loan of $75,000 was not secured by the January 1978 mortgage.603

D. Charles Terrell 604

Charles ("Walt") Terrell and his wife Karen brought suit against Talent Services, Inc. ("TSI") and its officers.605 TSI was an Illinois corporation that represented professional athletes, providing them with investment and tax advice, as well as general business management, primarily insuring that the athletes were financially secure after their careers were over.606 TSI approached Walt in 1985, while Walt was playing for the Detroit Tigers.607 Walt entered into a business management agreement with TSI in December

598. See id.
599. See id.
600. See id.
601. See id.
603. See id.
607. See id. The Terrells relied upon assertions by the management company that it would successfully manage their finances. See id.
1985. TSI agreed to provide a comprehensive range of financial services. In return, the Terrells paid TSI an annual fee of five percent of Walt's annual income, which TSI collected by writing checks to itself on the Terrells' checkbook. Walt forwarded all of his salary and his family bills to TSI.

According to the complaint, for six years, the Terrells were lulled into a false sense of financial well-being. In reality, their money had been invested in several high-risk ventures, the nature of which were misrepresented to the Terrells. For example, TSI invested the Terrells in a property located at 2134 Pine Street in Philadelphia. It told Walt that it was a limited partnership and that his sole risk was a one-time, $15,000 payment, but that it would provide a large tax write-off. Walt was assigned a fifty-five percent share in one of six units on the property. In reality, it was set up as a general partnership, and Walt was exposed to a significantly higher risk. John Childers—an officer at TSI—also took a $31,500 commission, which he failed to tell the Terrells. TSI told the Terrells that the property was profitable and "doing fine," when, in reality, it operated poorly and required monthly cash infusions. In late 1991, the Terrells hired an accounting firm to investigate. It uncovered the unprofitability of the Philadelphia property and several other investments and tax strategies that were misrepresented to the Terrells, who eventually filed suit.

The defendants argued that all counts should be dismissed as to Karen Terrell because she was not a party to the business management agreement signed by Walt, nor was she listed as an investor in any of the subject properties. Therefore, they argued that she

608. See id. The company "agreed to use persons legally qualified to render the services." Id.
609. See id. These services included bookkeeping, insurance, estate planning, advice, and programming. See id.
610. See id.
611. See Terrell, 836 F. Supp. at 470.
612. See id. at 471.
613. See id. The defendants described their financial condition as "super" and "fantastic." See id.
614. See id.
615. See id. (noting evidence of TSI's failure to disclose information).
616. See Terrell, 836 F. Supp. at 471.
617. See id.
618. See id.
619. See id.
620. See id.
621. See Terrell, 836 F. Supp. at 470.
622. See id. at 473.
lacked standing to maintain the action. The Terrells argued that Karen was a third-party beneficiary of the contract and, therefore, she was entitled to sue for its breach.

The court held that the contract and the circumstances surrounding its execution supported the inference that the parties intended to confer a direct benefit upon Karen. The contract itself provided for services such as budget advice, tax advice, payment of expenses, insurance, and estate planning, all of which would directly affect Karen as a spouse, as compared to other subject matters, such as a spouse’s increased income from employment benefits, which would only affect a spouse incidentally. Additionally, the defendants repeatedly stressed that TSI would provide financial security for Walt and Karen and would manage the couple’s finances and investments. Consequently, the Terrells provided information regarding their family finances and budget, forwarded the family bills to TSI for payment, and arranged for TSI to prepare their joint income tax returns. The court said, “[g]iven the personal family nature of the arrangement, as well as the alleged representations of [the defendants], it is possible that the Terrells [could] prove, as they allege[d], that TSI intended to impart direct benefits on Karen Terrell, thus making her a third-party beneficiary to the contract.” Thus, the defendants’ motion to dismiss all counts of the complaint as to Karen Terrell was denied.

V. THE HALL OF SHAME

A. Jose Canseco

Jose Canseco has committed many errors—the most memorable of which was in May 1993, when a fly ball bounced off his head and over the outfield wall for a home run. But he has accumulated other errors that are much more serious, including several

623. See id.
624. See id.
625. See id. at 474 (finding wife was third-party beneficiary and, therefore, had sufficient standing to sue).
626. See Terrell, 836 F. Supp. at 474.
627. See id. TSI included Terrell’s wife as a beneficiary when TSI approached Terrell about making Terrell a client of TSI. See id.
628. See id.
629. Id.
630. See id.
weapons charges, fighting in a nightclub, unruly behavior in an airport, and numerous traffic citations (reportedly, he once received four traffic tickets in one day). 633 He also has been involved in domestic violence matters. 634 For example, he once had to be restrained after being heckled by a fan about an alleged rendezvous with pop singer Madonna. 635 The affair was revealed after Canseco was photographed leaving the singer’s apartment very early one morning in May 1991. 636 In February 1992, he was arrested on aggravated assault charges after being accused of ramming his Porsche into the new BMW of his first wife, Esther. 637 Charges were dropped after he agreed to community service and counseling. 638 He and Esther filed for divorce in November 1992. 639

In November 1997, he was charged for hitting his second wife, Jessica. 640 According to the police report, Canseco struck his wife from the back seat of a car while returning from their daughter’s first birthday party. 641 He was charged with misdemeanor battery for allegedly grabbing Jessica’s hair and slapping her face and the back of her head. 642 In the arrest report, he denied hitting her, but she had a bruise under her left eye, and the car’s driver supported Jessica’s story. 643 Canseco pleaded no contest and was sentenced to one year of probation while undergoing twenty-six weeks of counseling. 644

---

633. See Mel Antonen, Porter Had Cocaine in His System, USA TODAY, Aug. 13, 2002, at 5C; Dave Cunningham, Ray of Light in Spring Training, Every Team Dreams of Playing in October, Even the Devil Rays, Who Look Ahead to a Year with Jose Canseco in the Middle of Their Batting Order, ORLANDO SENTINEL, Feb. 21, 1999, at Cl; Ken Thomas, Canseco Brothers Released from Jail, ASSOCIATED PRESS, Nov. 14, 2001 (noting Canseco’s release from jail after nightclub fight), available at 2001 WL 30244958.


636. See Cunningham, supra note 633, at Cl.

637. See id.

638. See id.

639. See id.

640. See id.; Edes, supra note 634, at 3; Jose Can-psycho?, supra note 636, at 3.

641. See Jose Can-psycho?, supra note 634, at 3.

642. See Cunningham, supra note 633, at Cl.

643. See Jose Can-psycho?, supra note 634, at 3.

644. See Cunningham, supra note 633, at Cl.
B. John Montefusco⁶⁴⁵

The story of John Montefusco and his wife of nineteen years, Dory Sample, is a sad and sordid one. John was a "Rookie of the Year" pitcher with the San Francisco Giants in 1975.⁶⁴⁶ He is nicknamed "the Count"—a name given to him by then Giants broadcaster Al Michaels—after Alexandre Dumas's tale of Edmund Dantes, who was arrested and falsely accused of treason.⁶⁴⁷ After years in prison, Dantes escapes, finds treasure on the island of Monte Cristo, and uses the jewels to exact revenge on his enemies.⁶⁴⁸ Few would argue the appropriateness of the name for Montefusco. After a volatile marriage with Dory, John spent two years in jail before being acquitted of twenty felony counts of abuse in November 1999.⁶⁴⁹ "The Count" is trying to fulfill Dumas's tale by seeking his revenge in a return to baseball.⁶⁵⁰

John met Dory, who was a flight attendant, in New York, when the Giants were playing the Mets.⁶⁵¹ Days later, the couple moved in together in San Francisco and they eventually married in Nevada in 1978.⁶⁵²

John landed with the Yankees late in the 1983 season.⁶⁵³ After three seasons with the Yankees, he retired at age thirty-six with a debilitating hip condition.⁶⁵⁴ Upon his retirement, John and Dory lived together on a six-acre estate in New Jersey.⁶⁵⁵ John claimed to have earned $5 million during his thirteen-year career, but by 1996, he and Dory were bankrupt.⁶⁵⁶ John wandered in and out of drug dependency clinics while working in harness racing and the casino industry.⁶⁵⁷ He admits taking Percocet by the handful.⁶⁵⁸ Dory


⁶⁴⁷ See id.; see also Alexandre Dumas, The Count of Monte Cristo (1844-45).

⁶⁴⁸ See generally Dumas, supra note 647.

⁶⁴⁹ See Greenstein, supra note 646, at 1.


⁶⁵¹ See Greenstein, supra note 646, at 1.

⁶⁵² See id.

⁶⁵³ See id.; see also Gentile, supra note 1, at 472 (showing statistics of Montefusco's baseball career).

⁶⁵⁴ See Greenstein, supra note 646, at 1.

⁶⁵⁵ See id.

⁶⁵⁶ See id.

⁶⁵⁷ See id.

⁶⁵⁸ See id.
claimed that, after John developed Lyme disease, he added morphine, codeine, and valium to the mix, but John denies this.659

In March 1997, police were called to John's home.660 Dory alleged that John banged her head against the wall.661 John denied it, claiming that Dory simply started an argument.662 Dory later dropped the charges.663 A month later, however, Dory filed for divorce, which John did not contest.664 The divorce was final in August 1997.665

In October 1997, John went to Dory's house, believing that she wanted to reconcile (she denied having any such feelings).666 Dory claimed that she allowed John to enter the house to get medicine and then asked him to leave.667 She said John threw her on the bed and started strangling her, then attempted to sexually assault her.668 John denied it, except they both agreed that Dory stabbed him in the eye with her keys and that, before having sex, she went to the kitchen for water.669 John claims the sex was consensual.670 Although Dory claimed that John sexually assaulted her that night, Dory never went to the police.671

Despite their respective denials of what happened, on the eve of leaving for Yankee mini-camp (John was then the pitching coach for the Yankee minor league team), John showed up the next day with flowers, believing that he and Dory were on the road to reconciliation.672 Hours after receiving the flowers, Dory went to the house of John's former best friend, Walter Friedauer (with whom John claims Dory was having an affair), and she drank tequila all night.673 At 3:37 a.m., police found Dory's car in a ditch near her home.674 She was twice over the legal alcohol limit.675 When John returned from Florida, John asked Dory to see a marriage coun-

659. See Greenstein, supra note 646, at 1.
660. See id.
661. See id.
662. See id.
663. See id.
664. See id.
665. See Greenstein, supra note 646, at 1.
666. See id.
667. See id.
668. See id.
669. See Greenstein, supra note 646, at 1.
670. See id.
671. See id.
672. See id.
673. See id.
674. See id.
675. See id.
She declined. John then lied about winning the lottery ($1,000 a week for life from a scratch-off ticket) and Dory began to express affection for John. When John finally told her that there really was no lottery ticket, she claimed to be going to the store and, instead, went to the police and filed two sexual assault charges against him.

John was arrested at a friend's house on two counts of aggravated sexual assault. John posted $60,000 bail and was released. A restraining order was issued against him, but he could not stay away from Dory. Eight days after being released on bail, John forced his way into Dory's house. Dory claimed that John threatened her with a knife, dragged her outside the house, and attempted to pull her into his car. John claimed that Dory hurt herself running away. Dory alleged that John left only when the house alarm went off and he thought the police were coming. John drove to a friend's house in Pennsylvania and stayed there for the night. He was arrested the next morning. Because John violated the restraining order and breached the conditions of his original bail by crossing state lines, his bail was raised to $1 million, which he could not produce. Consequently, John spent two years at Monmouth County Correctional Institution awaiting trial on twenty counts of federal crimes, including aggravated sexual assault and kidnaping.

John's trial lasted three weeks. In November 1999, a jury deliberated for three hours before finding that John, who faced 149 1/2 years in jail, was not guilty of the twenty felony counts brought against him. Dory admitted having tampered with the jeans that...
she claimed ripped during the sexual encounter.\textsuperscript{693} After sewing them together again, she re-ripped them before trial.\textsuperscript{694} John was found guilty of three lesser charges, including trespassing and simple assault.\textsuperscript{695} In February 2000, John was sentenced to three years on probation and was ordered to undergo a psychiatric evaluation and anger management counseling.\textsuperscript{696} He vowed to appeal.\textsuperscript{697}

After his release from prison, John moved just twenty minutes away from Dory, who claimed that she was so scared that she carried mace in the house and purchased a $6,000 attack dog.\textsuperscript{698} Dory claims that John remains addicted to prescription pain killers and is dangerous.\textsuperscript{699} John asserts that Dory is an adulterous, publicity-seeking schemer who wanted him dead.\textsuperscript{700} John further says that the situation has affected their two daughters and claims: “Dory and I are two immature jerks.”\textsuperscript{701}

According to the terms of their divorce, the couple still splits John’s $2,900 per month baseball pension.\textsuperscript{702} Dory inherited $1 million from her father when he died in June 1999.\textsuperscript{703} She may need this money because John wants compensation for the two years he spent in jail.\textsuperscript{704} Dory claims that she sometimes sees John drive by her home.\textsuperscript{705} He denies it.\textsuperscript{706}

C. Darryl Strawberry\textsuperscript{707}

Anyone who follows baseball and reads a newspaper knows that Darryl Strawberry has had more than his share of legal problems, mostly stemming from drug and alcohol addiction.\textsuperscript{708} However,
many of his run-ins with the law have been the result of domestic disputes.\footnote{Jeffrey S. Moorad, Torres & Kent, \textit{Jeff. S. Moorad Sports Law Journal}, Vol. 10, Iss. 2 (2003), Art. 1.} For example, his wife, Lisa, filed for legal separation in January 1987, after accusing Strawberry of breaking her nose during the 1986 playoffs.\footnote{See supra note 708.} They separated briefly but reconciled after having their respective names tattooed on their skin.\footnote{See id.} But when Strawberry was named in a paternity suit by Lisa Clayton in 1989 (at about the same time that his wife was pregnant with their second child), his wife finally filed for divorce.\footnote{See id.} He and his wife split their assets, including three houses and eight cars, and Lisa received slightly more than half the value of his $20 million contract.\footnote{See generally supra note 708.} She petitioned the court for $50,000 per month in spousal support, claiming that she had become accustomed to spending $20,000 per month on clothes (she claimed that Strawberry made her wear a different outfit to every game), $5,000 per month on shoes, and an average of $7,000 per jewelry purchase.\footnote{See supra note 710.} But after their divorce, he was ordered to pay $12,810 per month in child support and $22,420 in spousal support.\footnote{See supra note 711.}

In January 1990, Strawberry was arrested for assault with a deadly weapon during an argument with Lisa.\footnote{See supra note 712.} He allegedly hit
her in the face and threatened her with a .25 caliber semi-automatic handgun, but the charges were later dropped.\textsuperscript{717}

In September 1993, he was arrested again for striking twenty-six-year-old Charisse Simons—a woman with whom he was living at the time and later married.\textsuperscript{718} Charisse, who was also pregnant, suffered a one-inch cut above her eye.\textsuperscript{719}

In July 1995, Strawberry was charged with failure to make child support payments.\textsuperscript{720} In 1996, he was ordered to pay nearly $500,000 in back support to his ex-wife, Lisa, and their two children.\textsuperscript{721} He paid $50,000 to repossess his Mercedes when his wife had it seized, but despite having earned an estimated $30 million in baseball, Strawberry claimed that he was "broke."\textsuperscript{722} To add to his family troubles, he was also sued by O.J. Simpson lawyer Robert Shapiro, who claimed that Strawberry owed him more than $100,000 in unpaid legal fees.\textsuperscript{723}

By March 2001, after three baseball suspensions, one paternity suit, one divorce, two arrests for domestic abuse, one arrest for assault with a deadly weapon, three cocaine arrests, four unsuccessful rehabilitation center stays, one conviction for tax-evasion, one law suit for failing to pay legal fees, two surgeries for colon cancer, one arrest for driving under the influence of drugs, one two-year sentence for drugs and solicitation of prostitution, and five probation violations, Strawberry found himself millions of dollars in debt, married to Charisse Simons (whom he physically abused in 1993), and still not through binging on drugs.\textsuperscript{724} After being diagnosed with signs of brain damage from years of cocaine use, Strawberry, again in rehabilitation, was given a "sleep-over pass," which would have allowed him, for the first time in five months, to spend a night at home to celebrate his fortieth birthday with his wife and three children, who had been living nearby during his treatment.\textsuperscript{725} Instead, he opted to skip his weekly chemotherapy treatment to make a final, four-day drug binge with a female partner from his rehabilitation center.\textsuperscript{726} After being robbed and left in Daytona Beach,

\textsuperscript{717} See id.
\textsuperscript{718} See Ups and Downs, supra note 709, at 94.
\textsuperscript{719} See Stinson, supra note 709, at 6D; see also Brady, supra note 709, at 1C.
\textsuperscript{720} See Ups and Downs, supra note 709, at 94.
\textsuperscript{721} See Strawberry to Pay, supra note 708.
\textsuperscript{722} See id.
\textsuperscript{723} See Ups and Downs, supra note 709, at 94.
\textsuperscript{724} See Horrigan, supra note 708, at B3.
\textsuperscript{725} See Strawberry Will Learn, supra note 708, at D2 (describing Strawberry's numerous health problems).
\textsuperscript{726} See Sokolove, supra note 708, at 52.
Florida, Strawberry was finally taken into custody.727 Reportedly, he cried for the two-and-a-half-hour trip back to Tampa.728

One year later, in March 2002, Strawberry was ousted from the one successful treatment program in which he was able to remain for an extended period of time.729 He was expelled for having consensual sex in a closet with another resident, in addition to other rules violations.730 Strawberry commented that, while the sexual affair with the other resident probably would cost him his marriage, he was happy that he still had his sobriety.731 When he left the treatment center and went to prison, Strawberry complained of mistreatment and abuse at the treatment center, which the center flatly denied.732 Strawberry was quoted as saying, “I am not a quitter. I will never quit.”733 No one is quite sure how to interpret that statement.

Not all reports involving Darryl Strawberry are negative and depressing. There is one uplifting story in all of this—Darryl, Jr. He is a six-foot, four-inch, seventeen-year-old, high school basketball phenomenon (much like his father was as a rookie baseball player), who is growing still and is being scouted by professional teams.734 Although, physically, he is the spitting image of his father, his mental attitude is completely different.735 Darryl, Jr., who rarely sees Darryl, Sr., is focused and dedicated, and is far removed from the lifestyle that destroyed his father.736 Commenting on his father’s past, Darryl, Jr. simply said, “It makes me not want to be like him.”737

727. See Strawberry Like a Cat, supra note 708.
728. See Sokolove, supra note 708, at 52.
729. See Strawberry Like a Cat, supra note 708.
730. See id.
731. See id.
732. See Heyman, supra note 708, at A87 (noting Phoenix House director’s alleged personal vendetta against Strawberry). In addition, Strawberry asserted that other participants in the program broke numerous rules, including having sex and drinking alcohol. See id.
733. Id.
734. See J.A. Andade, Strawberry, Part II., SUN-SENTINEL, July 3, 2002, at 1C.
735. See id.
736. See id.
737. Id.
D. Bobby Cox

Bobby Cox was arrested for simple battery in May 1995, after allegedly punching Pamela, his wife of seventeen years. He called her a "bitch," pulled her hair, and punched her in the face. Although Cox only admitted to pulling her hair, police reported that she had "visible swelling and redness on the left side of her face." Cox denied calling Pamela a name and said that she had been violent toward him in the past; he claimed that he hit her in reflex to her assault on him. According to the police report, Cox was intoxicated. Pamela told police that similar incidents had occurred many times before, but that she never called the police because of possible media attention. On this Sunday evening, however, the couple had been drinking at their home with several guests when Cox spilled a drink on the carpet. Pamela made a comment about it and, after the guests left, an argument ensued, and Cox hit her. He was arrested and released on $1,000 bond.

E. Luis Polonia

Luis Polonia served twenty-seven days of community service and twenty-seven nights of supervision at the Milwaukee County House of Corrections after being convicted on a morals charge for being involved with a girl who, allegedly, he was warned was only fifteen years old. He was twenty-five. He served his sentence and, after early release, was sent to the Dominican Republic be-

740. See id.
741. Id.
742. See id.
743. See id.
744. See Rosenberg, supra note 739, at 1A.
745. See id.
746. See id.
747. See id.
749. See George Vecsey, For Polonia, a New Leaf and Season, N.Y. TIMES, Apr. 13, 1990, at A23 (providing circumstances surrounding Polonia's controversial personal life).
750. See id.
cause his visa ran out.\textsuperscript{751} He returned to spring training for the Yankees the following season.\textsuperscript{752}

F. Mark Whiten\textsuperscript{753}

Mark Whiten was arrested for second-degree sexual assault in July 1997, after he picked up a thirty-one-year-old woman and took her to his room at the Pfister Hotel (the same hotel in which Luis Polonia was arrested).\textsuperscript{754} He was released on $10,000 bail.\textsuperscript{755} Whiten’s wife, Sheri, had given birth to their second child just two days before his arrest.\textsuperscript{756} The crime carried a maximum of ten years in prison, but prosecutors never went forward with the case.\textsuperscript{757} Investigators began to question the woman’s credibility.\textsuperscript{758} The police report said that she went to the hotel with him in the early hours of the morning, and, according to her, he forced her to have sex with him.\textsuperscript{759} Whiten first told police that they did not have sex, then, later, he said that the sex was consensual.\textsuperscript{760} Although it was determined that the woman was “severely intoxicated,” ultimately, there was insufficient evidence to charge him with sexual assault.\textsuperscript{761} Whiten eventually told police that he did have sex with the woman “when ‘the opportunity presented itself’ even though ‘she didn’t want to be there doing that.’”\textsuperscript{762} Investigators felt that it was not that the victim consented but, based on the testimony that was likely to be given, “a jury would not find [the evidence] sufficient to meet the standard of proof beyond a reasonable doubt that consent was not given.”\textsuperscript{763}

\textsuperscript{751} See id.
\textsuperscript{752} See id.
\textsuperscript{753} Mark Whiten played for the Yankees in 1997. See GENTILE, supra note 1, at 337.
\textsuperscript{755} See Curry, Hearing for Whiten, supra note 754, at B9.
\textsuperscript{756} See id.; see also Curry, Yanks’ Whiten Arrested, supra note 754, at 9.
\textsuperscript{757} See Curry, Hearing for Whiten, supra note 754, at B9; see also Doege, supra note 754, at 1.
\textsuperscript{758} See Doege, supra note 754, at 1; see also Curry, Hearing for Whiten, supra note 754, at B9.
\textsuperscript{759} See Curry, Hearing for Whiten, supra note 754, at B9.
\textsuperscript{760} See Doege, supra note 754, at 1.
\textsuperscript{761} See id.
\textsuperscript{762} Id.
\textsuperscript{763} Id.
Hugh Casey had two World Series pitching decisions over the Yankees with the Brooklyn Dodgers. In 1948, he set an all-time record of six World Series appearances. However, in 1949, after Casey was acquired by the Yankees, a brunette model named Hilda Weissman alleged that Casey had spent four nights with her in a hotel and that a child had resulted. In the paternity suit that followed, Casey, with tears in his eyes, denied the allegations to the jury. But Casey was found guilty and was ordered to pay expenses of $102 and $20 per week thereafter. As a result, he separated from his wife, Kathleen.

In July 1951, Casey phoned his estranged wife. "So help me, God," he sobbed. A 16-gauge shotgun was propped against his head as he spoke. Kathleen was still listening on the other end of the phone when Casey pulled the trigger. Hugh Casey was said to be a drinking pal of Ernest Hemingway and is thought to be the inspiration for Hemingway's "old man"—Santiago—in *The Old Man and the Sea*. Casey killed himself on July 3, 1951. On July 2, 1961, Hemingway also killed himself with a shotgun.

---


765. See Al Stump, *Baseball's Biggest Headache—Dames!*, 40 *TRUE* 60, 80 (May 1959).

766. See id.


769. See id.

770. See id.


772. See id.


774. See id.

775. See id.


777. See id.

778. See id.
VI. Inspirational Stories

A. Don Larsen

While there is little that is uplifting about divorce or domestic problems, many Yankee players have found it within themselves to overcome their domestic adversities and to inspire us. There is probably no greater example of overcoming personal setbacks by performing well on the field than Don Larsen, who, allegedly, was served with divorce papers on the morning of pitching the only perfect game in World Series history, in 1956.

B. Bucky Dent

Bucky Dent and Karen Lynn Ullrich married in 1970. Bucky filed for divorce in October 1981. They separated in the off-season after Karen complained that Bucky was spending too much time on the banquet and promotion circuit after the Yankees’ World Series triumph in 1978. In their divorce, Bucky was ordered to pay support to Karen and the children in the amount of $2,365 per month and to maintain the mortgage payments on the former marital residence, in addition to maintaining a condominium, a home in New Jersey, and a home in Georgia, which was occupied by Bucky’s mother. The support amount was increased later.

Bucky Dent’s family story goes beyond his divorce, however. Bucky’s real name is Russell Earl O’Dey. He was born in November 1951, in Savannah, Georgia. His mother, Dennis O’Dey, was divorced from his father, who was a serviceman stationed overseas at the time of Bucky’s birth. When Bucky was born, Dennis was

784. See Rosen, supra note 782, at C8.
785. See Dent, 438 So. 2d at 904.
786. See id.
788. See id.
789. See id.
twenty-six and already had a ten-year-old son, Jim. Before Bucky was a week old, he was living in Florida with his aunt and uncle, Sarah and James Earl Dent, and he assumed their surname. Bucky spent every summer with his natural mother, but until he was ten years old, he always thought she was really his aunt.

Once he learned of his mother’s true relation, Bucky would not accept Dennis as his mother, and he continued calling his real aunt and uncle “mom” and “dad.” He began to ask about his real father, but Dennis would not disclose any information; she simply ignored Bucky’s inquiries. Soon, he began to ask other people. By the time he entered high school, finding his natural father had become an obsession.

Bucky enrolled in college in 1969 and married Karen in 1970. They traveled to Savannah to investigate his family history, but it proved fruitless. Finally, one day before she died, Bucky’s maternal grandmother told him that his father was a Cherokee Indian and that his name was “Shorty.” However, Bucky signed with the Chicago White Sox in 1970 and had little time to pursue the truth. By 1975, he had all but given up hope of ever finding his natural father.

In 1976, a mysterious call to Bucky’s home by someone asking for James Earl Dent triggered Bucky to search again for the father he never knew. He finally demanded of his mother that she identify his father. Dennis finally told him that his father’s name was Russell Stanford, and that he was somewhere in a nursing home in Savannah. The lead was only partly true. After spending a winter’s off-season visiting every nursing home in the Savannah

790. See id.
791. See id.
792. See O’Connor, supra note 787, at 17.
793. See id.
794. See id.
795. See id.
796. See id.
797. See O’Connor, supra note 787, at 17.
798. See id.
799. See id.
800. See id.
801. See id.
802. See O’Connor, supra note 787, at 17-18.
803. See id. at 18.
804. See id.
805. See id.
area, Bucky finally located a man named Russell Stanford in an upholsterer’s workshop.\textsuperscript{806} It was his father.\textsuperscript{807}

Bucky was pensive about how his father might react, or if he even knew that he had a son.\textsuperscript{808} Bucky paged the man at the work- shop, and a short, gray-haired man appeared.\textsuperscript{809} He said, “You probably don’t know me, but I’m Bucky Dent.”\textsuperscript{810} The man replied, “You’re Russell Earl.”\textsuperscript{811} “You know,” Bucky said smiling, “I’ve been looking for you for fifteen years.”\textsuperscript{812} His father replied, “And I’ve been living in Savannah for fifteen years.”\textsuperscript{813} After an awkward introduction, they went to dinner and talked.\textsuperscript{814} A few days later, “Shorty” threw a party for Bucky, who met many relatives that he never knew existed.\textsuperscript{815} Bucky did not speak with his mother after that.\textsuperscript{816} He could not forgive her for withholding the truth and providing false information.\textsuperscript{817}

Few knew of Bucky’s search for his natural father, but he told the story to help others who were in the same situation to be in- spired.\textsuperscript{818} Bucky said that finding his natural father gave him a tremendous peace of mind and a true sense of identity.\textsuperscript{819}

C. Jim Leyritz\textsuperscript{820}

Inspiration from Jim Leyritz comes not just from his baseball ability, but from a story about two foster brothers—Steven and Eric Cortez.\textsuperscript{821} In June 1996, Steven told a reporter that he and his brother promised to behave if they could have a mother.\textsuperscript{822} The only other things they wanted were Yankee tickets.\textsuperscript{823} Jim Leyritz

\begin{footnotesize}
\begin{itemize}
\item \textsuperscript{806} See id.
\item \textsuperscript{807} See O’Connor, supra note 787, at 18.
\item \textsuperscript{808} See id.
\item \textsuperscript{809} See id.
\item \textsuperscript{810} Id.
\item \textsuperscript{811} See id.
\item \textsuperscript{812} O’Connor, supra note 787, at 18.
\item \textsuperscript{813} Id.
\item \textsuperscript{814} See id.
\item \textsuperscript{815} See id.
\item \textsuperscript{816} See id.
\item \textsuperscript{817} See O’Connor, supra note 787, at 18.
\item \textsuperscript{818} See id.
\item \textsuperscript{819} See id.
\item \textsuperscript{820} Jim Leyritz played for the Yankees from 1990 to 1996, and again from 1999 to 2000. See Gentile, supra note 1, at 222.
\item \textsuperscript{821} Catcher Finds It Better to Give Than Receive, USA Today Baseball Weekly, Nov. 26, 1997, at 3 [hereinafter Catcher].
\item \textsuperscript{822} See id.
\item \textsuperscript{823} See id.
\end{itemize}
\end{footnotesize}
heard the story, and the next day, Leyritz and his wife, Karri, brought the boys Yankee tickets, autographed shirts, caps, balls, gloves, and friendship. More than a year passed, and Leyritz had been traded from the Yankees to several different teams. In November 1997, however, Leyritz flew from his home in Florida to the Bronx to be present at an adoption ceremony for the two boys. Steven announced at the ceremony that he wished to change his name to Jimmy Leyritz Cortez.

D. A Baseball Backdrop

Most of these Yankee stories are filed away in our minds, overshadowed in any given season, on any given day, by a vision of a home run blast by "the Babe" or a leaping play in the field by Derek Jeter. Although we all have our favorite Yankee player and our favorite Yankee memory, we, as Yankee fans, typically find ourselves most collectively moved by the memories for which baseball is merely the backdrop—those moments that take us beyond baseball, to the soul. For example, there is probably no more universally touching memory in Yankee history than Lou Gehrig’s "farewell speech." But even more recently, for example, while our baseball juices flowed with the excitement of the 1999 World Series, our tears flowed even more as we offered a final standing ovation to Paul O’Neill, whose father, Charles, died just hours before Game Four. As Paul tipped his hat in gratitude and wiped the tears from his own eyes, we, as fans, were touched not just by his skill on the field, but by the familial bond that we shared with him. It is this type of memory that makes Yankee baseball so commonly human. So, too, that season, with Chuck Knoblauch, whose father had Alzheimer’s disease, and who went through a very public divorce

824. See id.
825. See id.
826. See Catcher, supra note 821, at 3.
827. See id.
828. In Derek Gentile’s The Complete New York Yankees, Lou Gehrig Appreciation Day (July 4, 1939), during which Gehrig gave his famous farewell, is listed as the most dramatic event in Yankee history, and “one of baseball’s most lasting and powerful images.” Gentile, supra note 1, at 50-51.
during his "throwing" problems;\textsuperscript{832} and Andy Pettitte,\textsuperscript{833} whose father suffered with poor health during his struggles on the mound;\textsuperscript{834} and Scott Brosius,\textsuperscript{835} who left the team during the pennant race to be in Oregon with his dying father;\textsuperscript{836} and Luis Sojo,\textsuperscript{837} whose father, Ambrosio, also passed away.\textsuperscript{838} These are simply one season's example of how, for a century, we have continually looked beyond just baseball to unite with our beloved New York Yankees and to reconcile our affairs of the heart.

And so, with every memory filed away of Yankee players who step to the plate, roam the outfield, and round the bases, let us continue to cherish our favorite Yankee players, not just as baseball heroes, but as human examples—good and bad—set in a baseball backdrop, to remind us of our affairs of the heart.

\begin{itemize}
\item \textsuperscript{832} See O'Keeffe, supra note 830, at 6.
\item \textsuperscript{833} Andy Pettitte has played for the Yankees since 1995. See Gentile, supra note 1, at 492.
\item \textsuperscript{834} See O'Keeffe, supra note 830, at 6.
\item \textsuperscript{835} Scott Brosius played for the Yankees from 1998 to 2001. See Gentile, supra note 1, at 111.
\item \textsuperscript{836} See O'Keeffe, supra note 830, at 6.
\item \textsuperscript{837} Luis Sojo played for the Yankees from 1996 to 1999 and from 2000 to 2001. See Gentile, supra note 1, at 315.
\item \textsuperscript{838} See O'Keeffe, supra note 830, at 6.
\end{itemize}