FANTASY COURT

Syllabus

Mark *v.* League

Petition for declaratory judgment on the adequacy of a negotiated substitute penalty following a league member's anticipatory repudiation of agreed-upon stakes

No. 26-1547-1. Heard and decided October 28, 2026

The Ringer Fantasy Football Show, "Two Huge Trades, Seven-Snap Saquon, Power Ranking What's Aged the Worst This Season, and the Debut of Stupid Court," at 59:50–1:04:21

Prior to last season, Petitioner's league—composed entirely of men over forty, including PTA members and government employees—considered adopting a last-place punishment requiring the loser to urinate in his pants. Several members immediately refused. One member, who was battling diabetes and had lost the ability to produce urine, declared the objectors cowards and announced that if he lost, he would simply defecate in his pants instead. That member tragically passed away at age 42 a few days before the draft, and the league, in his honor, made a pact: the last-place finisher would pee his pants at the following year's draft, and if the deceased member's auto-drafted team won the championship, every member would pee his pants together. The league's wives unanimously approved. The deceased member's roster —featuring Christian McCaffrey, Puka Nacua, and George Pickens —reached the championship game but lost in the finals. Roughly three-quarters through the season, the then-last-place member announced he would not pee his pants regardless of outcome, defending his position with the rhetorical question, "What are you going to do, kick me out?" That member subsequently won the Toilet Bowl and escaped last place, whereupon the actual last-place finisher refused to perform as well, reasoning that if the first refuser was exempt, so was he. After a prolonged argument among grown men, the league reached a compromise under which any member who declines to pee his pants forfeits his first-round draft pick. Petitioner contends that one cannot agree to the stakes of a

wager only when one believes oneself safe from them, and seeks a ruling on the adequacy of the substitute penalty.

Held: A member who announces mid-season that he will not perform the last-place punishment has repudiated the stakes, and forfeiture of his first-round pick is an adequate substitute so long as the league imposes it rather than offers it.

Applying principles of anticipatory repudiation, we held that a member who announces while in last place that he will not pay the stakes breaches the moment he says so, whether or not he later escapes last place, and that a second member's reliance on that refusal is derivative delinquency that excuses nothing. We formalized the snowball effect of cowardice: the harm of a repudiation is measured by what it licenses, not by what it costs the repudiator. Under the proportionality factors of League v. Scott and the market mechanism approved in In re Trophy Construction Delinquency, a first-round pick is an adequate substitute because it costs the holdout far more than performance would have, provided the league imposes it as a sanction and never offers it as a choice.

JUSTICE KELLY delivered the opinion for a unanimous Court.

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Justice Kelly delivered the opinion for a unanimous Court.

Before last season, Petitioner Mark's league debated whether the last-place finisher should pee his pants. Several members refused on the spot. One, who was battling diabetes and had lost the ability to produce urine, could not join the debate on equal footing. He called the objectors cowards and announced that if he finished last he would simply defecate in his pants instead. A few days before the draft, that member died. He was 42. The league, in his honor, made a pact. The loser would pee his pants at the next draft, and if their friend's auto-drafted team won the championship, every member would pee his pants together. The league's wives approved unanimously.

The deceased member's roster, carrying Christian McCaffrey, Puka Nacua, and George Pickens, reached the championship game and lost in the finals. Three-quarters through the season, the member then in last place began telling people he would not pee his pants regardless of outcome. His defense was a question: "What are you going to do, kick me out?" He then won the Toilet Bowl, a very literal one, and escaped last place. The member who actually finished last promptly refused as well, reasoning that if the first refuser was exempt, so was he. After an embarrassingly long argument among grown men, the league compromised: anyone who declines to pee his pants forfeits his first-round pick. Petitioner asks whether that is a fair replacement.

We hold that it is, provided the league understands what it has done. It has not renegotiated the pact. It has priced a breach.

I

Petitioner states the governing principle well, and we adopt it: one cannot agree to the stakes of a wager only when one believes oneself safe from them. Contract law calls the first refuser's announcement an anticipatory repudiation, "a clear announcement, before performance is due, that it will not be forthcoming." *Omar v. Commissioner*, 24-0798-3 (2024). He made it to the whole league while sitting in last place. The breach occurred then. A man who declares in October that he will not pay a December debt has defaulted in October; December only tells us whether it would have come due. See *In re Last Place Determination*, 25-1419-1 (2025) (the Toilet Bowl determines who finished last, not who kept his word).

We have said that "There is nothing cowardly about declining a wager offered on manifestly unfair terms." *Blake v. Wife*, 20-1354-1 (2020). The converse holds too. There is nothing but cowardice in accepting fair terms, in honor of a dead friend, with one's own spouse's blessing, and declining them only once the standings make them concrete. The first refuser could have objected before the draft, when several league mates did exactly that and were called what they were called by a man who could no longer pee. He took the bet instead and announced his exit when the exit looked necessary. His question is not a defense. It is a dare, and our answer to members who dare their leagues has not changed in five years: "The league will survive without them." *In re Rishawn Holmes Accidental Drop Controversy*, 21-1246-1 (2021).

The second refuser is the easier case, because JUSTICE HORLBECK has already named his move: "derivative delinquency, the claim that because another member has not paid, I need not either." *Kristen v. Vince*, 26-1531-2 (2026) (Horlbeck, J., concurring). We adopt the term for the Court. Obligations under a punishment system run to the league, here to a man no longer able to collect, not to whichever member last honored one. The first refuser's default is not the second's discharge.

What the second refuser does show is why the first refusal matters though its author never paid. One of us called this at argument the snowball effect of cowardice; we formalize it now. This Court has long

warned that "leagues must enforce their punishments or the entire punishment system collapses," *League v. Scott*, 23-1009-1 (2023), and collapse rarely arrives as one refusal. It arrives as a refusal that licenses the next. So the harm of a repudiation is measured not by what it cost the repudiator, here nothing, but by what it licensed, here the entire punishment. By that measure the first refuser is the more culpable of the two.

II

Now the substitute. We have approved the mechanism before. In *In re Trophy Construction Delinquency*, 25-1431-1 (2025), we let a delinquent shed his punishment at the cost of his first-round pick and called it "elegant market-based enforcement." Under the proportionality factors of *Scott*, 23-1009-1, it is.

Start with the difficulty of the obligation. This league's system is, by the standards of our docket, humane: a pool party, no phones, no video, pants rather than swimsuits, and a pool to jump into immediately afterward. That is tame. Where the punishment is this light, the substitute must be heavy, or the substitute becomes the punishment. A first-round pick is heavy. It handicaps a team for a full season, and in a league of men over forty who argue for hours about their own bladders, a season is a long time. One pick for roughly thirty seconds of discomfort is a steep exchange rate. The steepness is the point. "Punishments are inherently unfair to the person subject to them—that is precisely the point." *Scott*, 23-1009-1.

Next, the substitute is self-executing. The first refuser's dare assumed the league's only remedy was expulsion and that nobody would use it. He was half right; nobody expels a friend from a league built around a friend's memory. A forfeiture needs no vote and no heavy. The commissioner skips a name. "Consent without performance is more corrosive than refusal, because a league can act on a refusal." *Kristen*, 26-1531-2. This league had two refusals and acted on both.

We add one limit. The forfeiture is adequate as a sanction for breach. It is not adequate as an option in the contract. If future members may

consult the standings in Week 10 and elect the pick over the pants, the league has not preserved its punishment; it has set a price on it, and "A punishment system that can be evaded through procrastination and eventual success is no system at all." *Trophy Construction*, 25-1431-1. The rule is this: a substitute penalty is adequate when it costs the holdout more than performance would have, and when the league, not the holdout, decides that it applies. Both refusers lose their picks. Neither chose to. Good.

III

A last word on the pact, which no one asked us to enforce and which we therefore cannot. The deceased member's team lost in the finals. Is there a more hollow fantasy win than beating your friend? We have not found one. Had that manager let it happen, every member would now be standing in the shallow end together. We cannot order a performance no one petitioned for. But the pact was made so that peeing your pants, if everyone was doing it, would be cool. It still can be. "Don't let your league mates be cowards." *Chris v. League*, 25-0705-1 (2025). The league knows where the pool is.

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The first refuser repudiated the stakes while they threatened him and escaped them by luck. The second borrowed the first's cowardice as his own. The league answered both with a penalty that costs more than compliance and kicks no one out. That penalty is adequate. It is also one the deceased member would have found contemptible, since he offered to do worse for free.

Petition granted. Substitute penalty approved.