Judge allows limits on Web coverage of Wis. sports

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(AP) -- The Wisconsin school athletic association has the right to limit who carries games live on the Internet, a judge ruled Thursday.

U.S. District Judge William Conley ruled that the Wisconsin Interscholastic Athletic Association's exclusive agreement with the video production company When We Were Young Productions doesn't stifle [media freedom](#).

In a 51-page decision, Conley noted that media outlets can stream games not produced by When We Were Young Productions for a fee. As for games the company does stream, media outlets can still publish stories, offer opinions and offer limited live coverage, the judge said.

"Ultimately, this is a case about commerce, not the right to a free press," Conley wrote.

The ruling came in a lawsuit between the Wisconsin Interscholastic Athletic Association and The Appleton Post-Crescent newspaper, its parent company, Gannett Co., and the Wisconsin Newspaper Association. The sports association sued after The Post-Crescent streamed live coverage of four [high school football](#) playoff games in 2008.

The newspaper claimed the deal between the sports association and the video production company violated the constitutional right to freedom of the press and the equal protection clause.

A spokesman for the sports organization, Todd Clark, said he had not yet seen the ruling Thursday evening but that the association was pleased with the victory.

"We've run our tournaments in a reasonable fashion. We're actually very happy it was in our favor," Clark said.

Bob Dreps, the attorney who represented Gannett Co. and the newspaper association, said in a written statement that the defendants were disappointed Conley authorized the "continued commercialization of high school sports." The defendants were considering their options, including a possible appeal, Dreps said.

According to Conley's decision, the sports association began searching for new revenue sources in 2004. When We Were Young Productions approached the organization in 2005 and offered to distribute video of games through all forms of electronic and broadcast media, including the Internet.

No one else expressed any interest in transmitting games online. The sports association entered into a decade-long deal with When We Were Young, giving the company the exclusive right to produce, sell and distribute all tournament series and championship events, except the football and hockey state finals and the state boys and girls basketball tournaments, which are covered under other contracts.

In his ruling, Conley said the games aren't public forums and the contract doesn't threaten to silence opposing viewpoints.

"Defendants are free to publish accounts of the tournaments in newspapers and television, to interview the players and coaches and even to display up to two minutes of live video coverage of any game. In fact, the Internet streaming policy does not prohibit defendants from

expressing a single thought, opinion or analysis about a game," Conley wrote.

The defendants also complained that the [sports](#) association didn't use an open bidding process in selecting the production company, amounting to a violation of the equal protection clause.

Conley said the group did not have a duty to open up bids and simply accepted a lucrative contract when no one else was interested. Moreover, the defendants haven't suggested they could have bettered the production company's offer, the judge wrote.

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