IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CLOVERLEAF ENTERPRISES, INC.,	*	
Plaintiff,	*	
v.	*	Civil Action No.: RDB 10-407
MARYLAND THOROUGHBRED, HORSEMEN'S ASSOCIATION, INC., *et al.*,	*	
Defendants.	*	

* * * * * * * * * * * * *

MEMORANDUM ORDER

Plaintiff and Debtor Cloverleaf Enterprises, Inc. ("Cloverleaf"), which owns Rosecroft Raceway ("Rosecroft"), a Maryland Standardbred racetrack, filed suit asserting antitrust and breach of contract claims against eighteen defendants - primarily racetracks, horsemen's associations and individuals that work for them. On February 25, 2010, the Maryland Thoroughbred Horsemen's Association, Richard J. Hoffberger, Alan Foreman (collectively, "Horsemen") and the Maryland Horse Breeders Association, Inc. ("Breeders") moved to dismiss Cloverleaf's antitrust claims under federal law, and unfair competition, tortious interference with contract and breach of contract claims under Maryland law.[1] Paper No. 110. On August 6, 2010, this Court issued an Order and accompanying Memorandum Opinion granting the Horsemen and Breeders' Motion to Dismiss as to Cloverleaf's breach of contract claim (Count IV) but denying it as to the remaining counts. Paper Nos. 133 & 134. On August 16, 2010, the

[1] Defendants Maryland Jockey Club of Baltimore City, Inc. ("MJC"), Laurel Racing Association, LP ("LRA"), Thomas Chuckas, Jr. and Dennis Smoter (collectively, "Jockey Defendants") submitted a separate Partial Motion to Dismiss. Paper No. 109. This Court denied the Jockey Defendants' Partial Motion to Dismiss in its entirety. Paper No. 134.

Horsemen and Breeders (collectively, "Horsemen Defendants") timely filed this Motion for Reconsideration (Paper No. 136) requesting that this Court reconsider its August 6, 2010 Order.[2]

The United States Court of Appeals for the Fourth Circuit has repeatedly recognized that a judgment may be amended in only three circumstances pursuant to Rule 59(e) of the Federal Rules of Civil Procedure: "(1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *United States v. Westinghouse Savannah River Co.*, 305 F.3d 284, 290 (4th Cir. 2002) (quoting *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d 396, 403 (4th Cir. 1998). Rule 59(e) does not permit a party to "raise arguments which could have been raised prior to the issuance of the judgment," nor does it enable a party to "argue a case under a novel legal theory that the party had the ability to address in the first instance." *Pacific Ins. Co.*, 148 F.3d at 403.

The Horsemen Defendants have provided no legal basis which would compel this Court to revisit its decision. Instead, the Horsemen Defendants, who focus almost exclusively on Cloverleaf's antitrust claims, reiterate the primary argument they made in their motion to dismiss, to wit: The Horsemen had a right to request that the out-of-state racetracks and horsemen's groups cease sending simulcast signals to Rosecroft once Cloverleaf had stopped making the required payments under the Simulcast Agreement. As an initial matter, "[a] motion to reconsider is not a license to reargue the merits." *Medlock v. Rumsfeld*, 336 F. Supp. 2d 452, 467 (D. Md. 2002) (citation omitted). Furthermore, as this Court explained in its Memorandum Opinion, Cloverleaf's failure to pay does not immunize the Horsemen Defendants from liability under the Sherman Act if, as Cloverleaf alleges, they unreasonably restrained trade and illegally conspired to monopolize the market. In particular, this Court emphasized that:

[2] The Jockey Defendants do not join in the pending Motion for Reconsideration.

> [t]here is no dispute that on the afternoon of May 1, 2009, the Circuit Court for Prince George's County temporarily restrained the Maryland Racing Commission "from preventing or prohibiting Cloverleaf Enterprises, Inc. from accepting simulcast transmissions" and ordered that Cloverleaf "shall be allowed to receive all nature of all simulcast signals from out of state, including the Kentucky Derby, pending further Court action." Am. Compl. Ex. D. Cloverleaf contends that, despite knowledge of the questionable legality of the MRC's vote and this TRO, Defendants nonetheless actively encouraged out-of-state racetracks to boycott Rosecroft.

Paper No. 133 at 13. Accordingly, this Court determined that Cloverleaf's allegations that the Horsemen (and the Jockey Defendants) actively encouraged out-of-state racetracks and racing commissions to stop sending their simulcasts to Rosecroft despite knowledge of the Temporary Restraining Order are sufficient to state a claim under both Sections 1 and 2 of the Sherman Act. The Horsemen do not cite any new law, evidence or establish that this Court committed a clear error of law that resulted in manifest injustice as to these claims. Thus, the Horsemen Defendants' Motion for Reconsideration must be denied.

Accordingly, it is this 25th day of August, 2010, by the United States District Court for the District of Maryland hereby ORDERED that:

1. The Maryland Thoroughbred Horsemen's Association, Richard J. Hoffberger, Alan Foreman, and the Maryland Horse Breeders Association, Inc.'s Motion for Reconsideration (Paper No. 136) is DENIED; and
2. The Clerk of the Court transmit copies of this Order and accompanying Memorandum Opinion to the parties.

/s/
Richard D. Bennett
United States District Judge