

In the Matter of Curtis Brooks, Case No. 549, Sept. Term, 2025, Opinion filed on August 26, 2026, by Berger, J.

LABOR AND EMPLOYMENT – WORKERS’ COMPENSATION – COVERED
EMPLOYEE – SITE OF EMPLOYMENT

Pursuant to § 9-203(a)(2) of the Labor and Employment Article, an individual is a covered employee when he or she is working for the employer “outside of [Maryland] on a casual, incidental, or occasional basis if the employer regularly employs the individual within this State.”

In the context of professional football, following the reasoning provided in *Pro-Football, Inc. v. Tupa*, 197 Md. App. 463 (2011) and *Pro-Football, Inc. v. McCants*, 428 Md. 270 (2012), a professional football player who has not physically completed any of his job duties in Maryland may nevertheless be a covered employee because he expected to be “regularly employed” in Maryland as a professional football player.

Circuit Court for Prince George's County
Case No. C-16-CV-24-002437

REPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 549

September Term, 2025

IN THE MATTER OF CURTIS BROOKS

Berger,
Tang,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: August 26, 2026

* Ripken, J. did not participate in the Court's decision to designate this opinion for publication pursuant to Md. Rule 8-605.1.

Pursuant to the Maryland Uniform Electronic Legal
Materials Act (§§ 10-1601 et seq. of the State
Government Article) this document is authentic.



Gregory Hilton, Clerk

This case arises following the denial of a workers' compensation claim filed by Curtis Brooks ("Mr. Brooks"), appellee, against Pro-Football, LLC t/a the Washington Commanders¹ ("Appellant"). Mr. Brooks is a professional football player who was hired by Appellant on August 3, 2023. On August 6, 2023, Mr. Brooks ruptured his left Achilles tendon during a training camp practice. Mr. Brooks filed a workers' compensation claim with the Maryland Workers' Compensation Commission ("MWCC") on March 7, 2024. The MWCC disallowed the claim, finding that Mr. Brooks was not a covered employee in Maryland. Mr. Brooks appealed, and the Circuit Court for Prince George's County reversed the decision of the MWCC, finding that Mr. Brooks was a covered employee. This appeal followed.

QUESTIONS PRESENTED

Appellant presents one question for our review, which we have recast and rephrased as follows:²

Whether the circuit court erred in determining that Mr. Brooks was a "covered employee" in Maryland.

For the following reasons, we affirm the judgment of the Circuit Court for Prince George's County.

¹ The record below indicates that the employer's name is "Washington Football, Inc." The proper employer is "Pro-Football, LLC, t/a the Washington Commanders."

² Appellant phrased the question as follows:

Whether the Circuit Court for Prince George's County erred in finding that the Claimant was a "covered employee" in Maryland under Maryland Code Ann., LABOR & EMPLOYMENT § 9-203.

BACKGROUND

Appellant, Pro-Football, LLC t/a the Washington Commanders (“the Commanders” or “the Team”), is a professional football team in the National Football League (“NFL”). Pro-Football, LLC owns and operates the Washington Commanders football team.³ The Commanders play home football games at Northwest Stadium (formerly known as FedEx Field) in Landover, Maryland. During the NFL’s 18-week regular season, each NFL team plays 17 games and has one bye week. Prior to the start of the season, each team also plays three preseason games. Over the course of preseason and the regular season, each team plays a total of ten games at home and ten games away. The Team conducts preseason training camp and regular season practice and training at facilities located in Ashburn, Virginia.

When a player is hired by an NFL team, he is required to sign the standard NFL Player Contract.⁴ Although each team may begin the preseason training camp with up to 90 players, before the regular season begins, each team must cut down to a maximum of 53 players on the active roster who will be called upon to play in games. Cuts may be made at any time during preseason training. Any players who are cut have their NFL Player Contract terminated. Some of the players who are cut may instead be assigned to the team’s practice squad, at which point the player signs a distinct Practice Player Contract.

³ Notably, Pro-Football, LLC t/a the Washington Commanders is a Maryland limited liability company.

⁴ Appellant notes that this is the only contract allowable at this point of the NFL League Year pursuant to the NFL Collective Bargaining Agreement.

Curtis Brooks played as a defensive tackle for the University of Cincinnati football team until 2021. Mr. Brooks was selected by the Indianapolis Colts in the sixth of seven rounds of the 2022 NFL Draft. He was transferred to the Colts' practice squad and was ultimately released by the Colts in December 2022. Mr. Brooks was signed to the Tennessee Titans practice squad in January 2023, and then signed the standard NFL Player Contract with the Titans for the 2023 NFL season. Mr. Brooks was cut from the Titans in July 2023 during preseason training.

Mr. Brooks signed the standard NFL Player Contract with the Commanders on August 3, 2023 at the training facility in Ashburn, Virginia. The terms provided that "this contract covers 1 football season(s), and will begin on the date of execution, and end on the last day of the 2023 League Year, unless extended, terminated, or renewed as specified elsewhere in this contract." The contract further provided:

Club [Appellant] employs Player [Mr. Brooks] as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official mandatory minicamp(s), official preseason training camp, all Club meetings and practice sessions, and all preseason, regular season and postseason football games scheduled for or by Club.

The contract additionally provided provisions pertaining to injury and workers' compensation:

INJURY. Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician

or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

WORKERS' COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

Mr. Brooks began practicing with the Commanders immediately at the Team's practice training facility in Virginia. On August 6, 2023, three days after beginning his employment with the Team, Mr. Brooks sustained a ruptured left Achilles tendon during practice. Mr. Brooks was never on the active roster for the Commanders, and never played a game in Maryland. Mr. Brooks filed a workers' compensation claim with the MWCC on March 7, 2024. The MWCC held a hearing on May 14, 2024, and on May 17, 2024, issued an Order finding that Mr. Brooks "is not a covered employee under Maryland law," and disallowed the claim. Mr. Brooks appealed to the Circuit Court for Prince George's County. Mr. Brooks and Appellant filed cross-motions for summary judgment regarding whether Mr. Brooks was a "covered employee."

The Commanders' Senior Vice President of Football Operations, Rob Rogers, offered deposition testimony on May 6, 2025. During his deposition testimony, Mr. Rogers explained that, during the 2023-2024 NFL season, the Team expected to have four or five defensive tackles on the active roster and one on the practice squad. Mr. Rogers testified that there were seven other individuals in contention for these spots as well, and that it was "unlikely" that Mr. Brooks would make the active roster or the practice squad. When examined by counsel for Mr. Brooks, the following ensued:

[COUNSEL FOR MR. BROOKS]: At no time before Mr. Brooks signed his contract, did you tell him that you did not think he was going to make the team, did you?

[MR. ROGERS]: No.

Mr. Rogers acknowledged that Mr. Brooks would have likely played in the preseason games, two of which were home games in Maryland,⁵ but likened the games to a "tryout."

The court heard arguments on the parties' cross-motions for summary judgment on May 13, 2025. The circuit court noted that "it is a question of law as to whether or not Mr. Brooks was an employee at the time of his injury." The court then issued its oral ruling:

And the term of the contract covers one football season. And it has several requirements of, you know, publicity and employment and specifically injury. And whether or not . . . he was an employee. And at the time of this injury, which I believe as indicated or agreed on by the parties, that this occurred on August 6. Was that correct? Okay.

And so the question is was he an employee? And reading through the contract, and the Court has to rely on the plain language of the contract, there is nothing to indicate, and

⁵ The Commanders played two preseason games at FedEx field on August 21, 2023 and August 26, 2023.

I have been told by the employer that if Mr. Brooks was to remain on the team I guess after the cut period -- sorry, I am not the football person -- then this contract would remain in effect. That there is not a second contract that says, okay, you have gone through training camp. This is now your contract for the period of the season starting with the pre-season games up until hopefully the Super Bowl.

And it doesn't say any of that. This is just a contract for a season. And at the time, on August 6 of 2023, he was an employee of this football team.

And quite honestly, there was an argument about, well, you know, consistent and predictable. But what this contract says is that he is employed by the Commanders for the 2023 NFL season.

And so the Court is going to find that the commission erred. As a matter of law, I am going to remand this matter back for further proceedings consistent with the Court's finding.

Appellant noted this timely appeal.

STANDARD OF REVIEW

In workers' compensation cases, "[w]e review a trial court's grant of a motion for summary judgment *de novo*, without deference to the legal decisions of the Commission or circuit court." *Norman-Bradford v. Balt. Cty. Pub. Schs.*, 237 Md. App. 235, 240 (2018) (citing *Long v. Workers' Ins. Fund*, 225 Md. App. 48, 57 (2015)). "[W]hen we set out to interpret a provision of the Workers' Compensation Act, we construe its provisions 'liberally, where possible, in order to effectuate the broad remedial purpose of the statutory scheme.'" *Pro-Football, Inc. v. McCants*, 428 Md. 270, 282 (2012) (quoting *Uninsured Employers' Fund v. Danner*, 388 Md. 649, 659 (2005)).

We do not review the factual findings of the Commission or the circuit court; rather, “we are called upon to determine whether each respective tribunal was legally correct in its construction and application of § 9-203.^[6]” *Id.* To that effect, “we do not interpret the Workers’ Compensation Act in a vacuum; rather, we review the Commission’s interpretation of a statute it enforces.” *Id.* Accordingly, we “grant a degree of deference to the Commission’s interpretation” of its own Workers’ Compensation Act. *Id.* at 283. ““We are under no constraint, however, to affirm an agency decision premised solely upon an erroneous conclusion of law.”” *Id.* (quoting *Thomas v. State Ret. & Pension Sys.*, 420 Md. 45, 54-55 (2011)).

DISCUSSION

I. The circuit court did not err in finding that Mr. Brooks was a covered employee.

Appellant contends that the circuit court erred when it found that Mr. Brooks was a “covered employee” under the Maryland Workers’ Compensation Act. “When an individual seeks to secure workers’ compensation coverage for an injury sustained on the job, the first question to be resolved is whether he or she is a ‘covered employee.’” *McCants*, 428 Md. at 280 (quoting *W.M. Schlosser Co. v. Uninsured Employers’ Fund*, 414 Md. 195, 206 (2010)). “Whether an individual is a ‘covered employee’ depends on whether the individual is an employee of the employer, [LE] § 9-202(a); and on the site of the employment, *see* [LE] § 9-203.” *Id.* There is no doubt that at the time of his injury,

⁶ Maryland Code (1991, 2009 Repl. Vol.) § 9-202(a) of the Labor and Employment Article (“LE”).

Mr. Brooks was Appellant's employee. Accordingly, this appeal necessarily focuses on the site of employment.

LE § 9-203 provides in pertinent part:

(a) Except as otherwise expressly provided, an individual is a covered employee while working for the employer of the individual:

(1) in this State;

(2) outside of this State on a casual, incidental, or occasional basis if the employer regularly employs the individual within this State; or

(3) wholly outside the United States under a contract of employment made in this State for the work to be done wholly outside of the United States.

(b)(1) An individual is not a covered employee while working in this State for an employer only intermittently or temporarily if:

(i) the individual and employer make a contract of hire in another state;

(ii) neither the individual nor the employer is a resident of this State;

(iii) the employer has provided workers' compensation insurance coverage under a workers' compensation or similar law of another state to cover the individual while working in this State;

(iv) the other state recognizes the extraterritorial provisions of this title; and

(v) the other state similarly exempts covered employees and their employers from its law.

LE § 9-203(a)-(b)(1).

First, Appellant contends that to be a covered employee, Mr. Brooks's employment must have been "consistent and predictable." Appellant argues that Mr. Brooks's employment in Maryland was not consistent and predictable because he had only been employed by the Commanders for three days prior to his injury, had never played a game for the Commanders, and was not expected to be signed to the active roster for the 2023-2024 football season. Therefore, Appellant argues, Mr. Brooks was not "likely to play games in Maryland on a consistent and predictable basis." Furthermore, Appellant argues that because the entirety of Mr. Brooks's career with the Commanders was a "football tryout" in Virginia, his employment outside of Maryland was not merely on a "casual, incidental, or occasional basis."

Mr. Brooks contends that at the time of his injury, Mr. Brooks had entered into a contract to be employed as a skilled football player with the Commanders. Mr. Brooks argues that the express purpose of his employment was to play professional football games in Maryland. Mr. Brooks further maintains that regardless of whether he had actually played a game in Maryland at the time of his injury, that did not affect the purpose of his employment. Furthermore, although Mr. Brooks's performance for the Commanders took place entirely at practices in Virginia, practice for skilled football players work for the Team is incidental.

Maryland courts have analyzed LE § 9-203 as it pertains to football players in two particularly instructive cases. First, in *Pro-Football, Inc. v. Tupa*, this Court considered a

workers' compensation claim filed by Thomas Tupa, a punter for the Redskins⁷ football team. 197 Md. App. 463, 466 (2011). Mr. Tupa signed a four-year contract with Appellant in 2004. *Id.* at 468. Mr. Tupa completed the 2004-2005 season without injury. *Id.* On August 19, 2005, Mr. Tupa sustained an injury to his back during his pre-game warmup for a preseason game at FedEx Field -- now Northwest Stadium. *Id.* Mr. Tupa filed a workers' compensation claim with the MWCC and prevailed. *Id.* at 467. The circuit court affirmed the MWCC's decision. *Id.*

On appeal,⁸ Appellant argued that the MWCC lacked jurisdiction to hear Mr. Tupa's claim because, among other issues, he was not a "covered employee" under LE § 9-203(a)(1). *Id.* at 470. Particularly, Appellant contended that Mr. Tupa did not work

⁷ The Team retired this name in July 2020 and began a process to adopt a new name. *Statement From The Washington Football Team* (July 13, 2020), <https://www.commanders.com/news/washington-redskins-retiring-name-logo-following-review>. The Team briefly played under the temporary name "Washington Football Team," before permanently changing the Team's name to the "Commanders" in February 2022. *The Washington Football Team is now the Washington Commanders* (February 2, 2022) <https://www.commanders.com/news/the-washington-football-team-is-now-the-washington-commanders>. The same Maryland corporation, Pro Football, Inc. -- now Pro Football, LLC -- has owned and operated the Team throughout.

⁸ The Team also alleged that the circuit court erred in determining that Maryland had jurisdiction because the NFL Player Contract signed by Mr. Tupa included a forum selection clause requiring players to bring any workers' compensation claims in Virginia. *Id.* at 467. This Court held that this would contravene Maryland's public policy. *Id.* at 477-78. The Supreme Court affirmed, holding that "[LE] § 9-104(a) in plain, unambiguous language, precludes an agreement which exempts an employer from the duty of paying workers' compensation benefits which are otherwise due under the *Maryland* statute. . . . A holding that forum selection clauses constitute an exception to [LE] § 9-104 would contravene basic principles concerning the interpretation of statutes." *Pro-Football, Inc. v. Tupa*, 428 Md. 198, 207 (2012). Despite the Supreme Court's holding that such a provision is void, the standard NFL Player Contract continues to include this forum selection clause.

regularly in Maryland because he worked “primarily” in Virginia and only “intermittently” in Maryland since he only played 10 games per year in Maryland. *Id.* at 471. The parties stipulated to facts that stated:

The Redskins’ principal business is fielding a team to play in NFL games. All of the Redskins home games are played in Maryland. The Redskins employ players for the principal purpose of competing in NFL games. The incident occurred at FedEx Field in Landover, Maryland. The Redskins practice in Virginia. Practice for players is designed to prepare them to play in games.

This Court noted that “[t]he regular or casual/intermittent nature of an individual’s employment in Maryland is a fact-dependent determination that must be made on a case-by-case basis.” *Id.* at 472. This Court noted that despite the fact that Mr. Tupa “likely spends more time at the practice facility in Virginia than he spends playing in games at FedEx Field or elsewhere,” “the purpose of [Tupa’s] employment was to play in professional football games at FedEx Field in Maryland and at various other stadiums around the country.” *Id.* at 473. Accordingly, the site of employment inquiry “requires more than simply tallying up the quantity of time the employee spends in each jurisdiction.” *Id.* Thus, “because the purpose of Tupa’s employment was to play in games, not to practice,” all of the time he spent in Virginia “was geared towards improving his performance at the games.” *Id.*

The Court also noted that “Tupa’s employment in Maryland was consistent and predictable: eight regular season and two pre-season games every year.” *Id.* This was because “Tupa signed a contract obligating him to perform in all of the Redskins’ games for four years, as long as he was physically able to do so.” *Id.* at 474. “In sum, Tupa was

regularly employed in Maryland because he had an ongoing relationship with his employer, a Maryland corporation, for the purpose of playing in football games, more of which took place in Maryland than in any other state.” *Id.*⁹

The Supreme Court of Maryland again entered the workers’ compensation arena to consider whether a football player was a “covered employee” in *Pro-Football, Inc. v. McCants*. 428 Md. 270. Mr. McCants was employed by the Team as a wide receiver between 2002 and 2004. *Id.* at 273. Over three football seasons, Mr. McCants played in 18 games in Maryland and 16 games in other states. *Id.* at 275. Mr. McCants filed workers’ compensation claims for six injuries sustained on four separate occasions during the 2003-2004 football season. *Id.* at 276. The injuries were allegedly sustained during 1) a home game at FedEx Field; 2) an away game in Philadelphia, Pennsylvania; 3) an away game in Buffalo, New York; and 4) during a practice session at the practice facilities in Virginia.

⁹ This Court also noted:

Because we conclude that Tupa’s employment in Maryland was regular and not incidental, LE § 9-203(b)(1) does not apply. Although we need not decide whether Tupa would otherwise be excluded under Section 9-203(b)(1), we note that the statute requires that “neither the individual nor the employer [be] a resident of this State.” LE § 9-203(b)(1)(ii). Pro Football is incorporated in Maryland and is therefore domiciled in this state. The corporation also conducts most of its revenue-generating activities, professional football games, in Maryland. Therefore, Pro Football is a Maryland resident and, even if we concluded that Tupa’s employment in Maryland was only incidental, he would not be excluded from coverage under the Maryland Workers’ Compensation Act.

Id.

Id. The MWCC dismissed all of Mr. McCants’s out-of-state workers’ compensation claims for lack of jurisdiction and only considered the claim for the injury sustained at the home game in Maryland. *Id.* at 277.

The circuit court affirmed the MWCC, and Mr. McCants appealed. *Id.* at 279. This Court reversed the decision, holding that Mr. McCants was a covered employee. *Id.* Although Mr. McCants spent significant time in Virginia, this did not determine the issue because “practicing is incidental to the main purpose of [the] employment: to play in football games.” *Id.* Accordingly, Mr. McCants “was regularly employed in Maryland because he had an ongoing relationship with his employer, a Maryland corporation, for the purpose of playing in football games, more of which took place in Maryland than in any other state.” *Id.* The Team sought review by the Maryland Supreme Court. *Id.* at 280.

The Supreme Court affirmed this Court’s determination that Mr. McCants was a covered employee, remanding to the MWCC to proceed with the out-of-state claims. *Id.* at 288. The Court noted that in order for Mr. McCants to be a covered employee, the primary question was whether Mr. McCants “was ‘regularly employ[ed]’ in Maryland such that, in this case, his activity in Virginia is ‘causal, incidental, or occasional’ within the meaning of § 9-203(a)(2).” *Id.* at 282.

First, the Court noted that it had previously considered whether an individual is regularly employed in Maryland:

Chief Judge Bell, writing for the Court in *McElroy Truck Lines, Inc. v. Pohopek*, explained the test by which we determine the nature of an individual’s employment for the purposes of § 9–203(a)(2):

[W]e have consistently held that the decision in any case was to be determined by its peculiar facts and circumstances. What has resulted has been the development of an elastic test for determining whether an employee is “casual” or “regular,” with the factors to be considered being the nature of the employer’s work, the scope and purpose of the hiring and the duration of the employment, whether it is occasional, incidental, accidental, or a usual concomitant of the employer’s business.

375 Md. [574, 586-87 (2003)] (quotation marks and citations omitted). Other factors that may inform the determination include “whether the employment arrangement contemplat[ed] a regular presence in the particular jurisdiction,” “the consistency of the claimant’s work in the particular jurisdiction,” and “representations made by the employer as to where the claimant would be working.” *Hodgson v. Flippo Construction Company, Inc.*, 164 Md. App. 263, 269 (2005) (alteration in original) (quotation marks omitted).

Id. at 283-84.

The Court continued, noting that “[m]any of these factors do not shed light on whether [Mr. McCants] was regularly employed in this State during his time with the Redskins.” *Id.* at 284. After explaining that Mr. McCants had signed a three-year contract, practiced consistently in Virginia and played half of his games in Maryland, the Court noted that Mr. McCants’s “contract also contemplated [Mr. McCants’s] presence in both Virginia and Maryland, stipulating that [Mr. McCants] was required to attend both practice sessions and football games.” *Id.* Therefore, “[e]ssentially, the only factors that can determine whether [Mr. McCants] was regularly employed in Maryland are the nature of his work and whether that work (whether in Maryland or Virginia) was incidental to the

Redskins' business. Put more simply: was [Mr. McCants] 'regularly working' when he was practicing in Virginia or when he was playing games in Maryland?" *Id.*

Citing, in part, this Court's decision in *Tupa*, the Supreme Court noted:

The purpose of a football player's employment with a professional football team is to play in professional football games. It is not, as Petitioner seemingly contends, to practice. Football practice is a means to an end—better performance in football games—it is not an end unto itself. Put another way, professional football organizations do not sign "skilled football players" so those players can lift weights and watch game film. The players are signed, and required to attend practice in Virginia, so they can perform well in games to achieve wins and earn revenue for the team. The nature of a football player's employment, then, is defined by the games in which he participates, not the admittedly important, yet nonetheless ancillary, practices he attends.

Id. at 286-87. Accordingly, the Court held that Mr. McCants was a covered employee in Maryland because he was working for the Team and "[h]is contract contemplated that, if healthy, he would play in 24 regular season games and six pre-season games in Maryland over the three years of his employment." *Id.* at 287. Therefore, Mr. McCants's "practice time in Virginia is a subordinate, ancillary consequence of his employment with the team, existing only because [Mr. McCants] is required to perform in football games." *Id.*

In our view, *Tupa* and *McCants* are instructive in the present instance. Appellant attempts to distinguish Mr. Brooks's case from *Tupa* and *McCants* due to the limited time that Mr. Brooks spent employed by Appellant. Mr. Brooks, who had been employed by Appellant for exactly three days, all of which were practices that took place in Virginia, had never played in any games for the Team. Appellant characterizes Mr. Brooks's employment with the team as a "tryout" and alleges that, based on Mr. Brooks career up to

the point of his injury, he likely would not have made the Team's active roster and would play at most, two preseason games in Maryland. Appellant attempts to distinguish *Tupa* and *McCants* by arguing that both players were "established, active roster players with established, ongoing relationships with the team, as well as a lengthy history of playing games in Maryland. Accordingly, Appellant contends that their employment in Maryland was consistent and predictable," whereas Mr. Brooks had no history, and likely would not make the active roster.

Appellant, however, focuses on the "consistent and predictable" language of *Tupa*, rather than appropriately emphasizing the "ongoing relationship" between the parties. In *Tupa*, the Court specifically noted that Mr. Tupa "was regularly employed in Maryland because he had an ongoing relationship with his employer, a Maryland corporation, for the purpose of playing in football games, more of which took place in Maryland than in any other state." *Tupa*, 197 Md. App. at 474. The Court did not define what established that the employer-employee relationship was "ongoing." The Court noted that Mr. Tupa's contract was a four-year obligation, and that he had played the entire 2004-2005 season; however, the Court did not conclude that it was specifically Mr. Tupa's past performance for the Team that created an ongoing relationship. *Id.* Rather, an ongoing relationship could be demonstrated by the mere fact that Mr. Tupa had signed a contract and, at the time of his injury, was still engaged in an employment relationship the Team.

Likewise, Mr. Brooks had signed a contract binding his employment with the Team until March 2024. The contract explicitly stated that the Team "employs [Mr. Brooks] as a skilled football player. [Mr. Brooks] accepts such employment." Mr. Brooks was

exclusively employed by the Team and was not permitted to play for any other team during this time and was also prohibited from engaging in activities that could result in injury. Just as Mr. Tupa “signed a contract obligating him to perform in all of the Redskins’ games for four years, as long as he was physically able to do so,” *Tupa*, 197 Md. App. at 474, Mr. Brooks’s contract obligated him to “report promptly for and participate fully in Club’s official mandatory minicamp(s), official preseason training camp, all Club meetings and practice sessions, and all preseason, regular season and postseason football games scheduled for or by Club.” At the time of his injury, Mr. Brooks was employed by Appellant and anticipated remaining his employment by Appellant until March 2024. Accordingly, Mr. Brooks and Appellant were in an ongoing employment relationship.

Appellant invites us to engage in speculation regarding how many games Mr. Brooks would have played in Maryland to determine whether Mr. Brooks would have been covered. We decline to engage in such speculation. Indeed, effectively establishing a certain number of games that would meet the threshold for “regular” and “predictable” employment is an inexact estimation. Although *McCants* notes that “[t]he nature of a football player’s employment . . . is defined by the games in which he participates,” 428 Md. at 287 -- and Mr. Brooks had not participated in any games for the Commanders -- his contract contemplated that this would occur. At the time of his injury, Mr. Brooks was employed by the Team. The specific terms of the contract contemplated this employment until “the last day of the 2023 League Year.” The contract required Mr. Brooks to practice in Virginia and participate fully in “all preseason, regular season and postseason football games scheduled for or by Club.” As *McCants* instructs, Mr. Brooks’s practice in Virginia

was incidental to his employment for the Team, which was for the purpose of winning football games, more of which would have taken place in Maryland than anywhere else.

For these reasons, the circuit court did not err in finding that Mr. Brooks was a “covered employee” in Maryland and remanding to the MWCC for further proceedings consistent with that determination. We, therefore, affirm.

**JUDGMENT OF THE CIRCUIT COURT
FOR PRINCE GEORGE’S COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**