

When it Comes to the View, Will the Cubs Play Ball?

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Watching a Cubs game from a nearby rooftop sounds like an ideal afternoon. At Wrigley Field, it became a business. For years, rooftop owners near the stadium sold tickets, served food and drinks, and offered fans a unique vantage point to watch the Cubs play. If the neighborhood business started like a friendly game of catch at the backyard, the legal battle that followed has been more like an extra-inning game.

After a twenty-year agreement between the Cubs and rooftop owners expired in 2023, one business—Wrigley View Rooftop—continued to sell rooftop tickets and use the Cubs' trademarks. The Cubs responded with a lawsuit. Now, the battle over who controls the view of the game raises important questions about trademark rights, property use, and what happens when a view becomes a product.

A History of Tension: Cubs and Rooftop Businesses

To understand the current dispute, it is essential to look at the long and sometimes tense relationship between the Cubs and the rooftop businesses that surround Wrigley Field. Since 1914, the Chicago Cubs have played their home games at Wrigley Field. Just across from the ballpark, the Wrigley View Rooftop (“the Rooftop”) offers ticketed packages that include views of the game along with all-inclusive food and drinks. With eleven rooftop venues along Waveland and Sheffield Avenues, these businesses provide bleacher-style seating and suite-level experiences.

In the early 2000s, the Cubs sued thirteen rooftop businesses, including the Rooftop, asserting claims for copyright infringement, trademark infringement (unfair competition), misappropriation, and unjust enrichment. The parties ultimately resolved the dispute through a license agreement. Under that agreement, rooftop businesses could continue operations and use the Cubs’ trademarks but had to share their revenue. The Cubs reportedly received over \$2 million per year from the rooftops for the duration of the 20-year deal.

Beginning in 2012, the Cubs installed large scoreboards that obstructed several rooftop views. In response, a group of rooftop owners sued the team, alleging antitrust violations and breach of contract. These lawsuits were unsuccessful in both district and circuit courts. The Seventh Circuit Court affirmed the lower court’s decision to dismiss the monopolization claims partly because the “Major League Baseball antitrust exemption applies to the Cubs.” The Seventh Circuit also agreed to dismiss the breach-of-contract claim because “the plain language of the contract did not limit expansions to the seating capacity of Wrigley Field.”

When the license agreement expired at the end of 2023, the Rooftop did not renew but continued to sell tickets and use the Cubs’ trademarks. Other rooftop businesses did extend their agreements with the Cubs.

The Current Dispute: Cubs v. Wrigley View Rooftop

In June 2024, the Chicago Cubs filed a lawsuit in the U.S. District Court for the Northern District of Illinois, Eastern Division, against the Rooftop and its owner, Aidan Dunican. The complaint alleges misappropriation, unjust enrichment, and multiple trademark violations under the Lanham Act. Although the complaint also includes claims under Illinois state law for deceptive trade practices and unfair competition, this blog post focuses on the Lanham Act claims, misappropriation, and unjust enrichment.

1. Trademark Infringement, Unfair Competition, and False Advertising

A central argument in the Cubs’ case is trademark infringement under the Lanham Act. The team asserts ownership of several federally registered trademarks, including “CHICAGO CUBS,” “CUBS,” and the Cubs logo. According to the complaint, the Rooftop continues to use these marks on its website, advertisements, and social media without authorization. The Cubs argue this use is likely to confuse consumers into believing that

the business is affiliated with or endorsed by the team—constituting infringement and unfair competition. They also claim to suffer from reputational harm and diminished ticket sales.

Additionally, the Cubs allege false advertising, asserting that the Rooftop either explicitly or implicitly suggested that its services are sponsored or approved by the Cubs, thus misleading customers. In response, the Rooftop denies any infringement and raises several defenses, including fair use, nominative use, implied license, acquiescence, and innocent infringement. The Rooftop also argues there is no likelihood of consumer confusion and denies making any false or misleading claims.

2. Misappropriation

The Cubs claim that they hold exclusive property rights to the live performance of MLB games at Wrigley Field—rights in which they have invested millions. They accuse the Rooftop of commercially exploiting those performances without compensation or proper licensing. This, they argue, constitutes misappropriation and has harmed their goodwill and economic interests.

The Rooftop responds that the Cubs do not "own" the view or the sounds emanating from Wrigley Field. The Rooftop claims the right to operate under an implied license acquired when the parties negotiated for a continuation of the prior license agreement. Furthermore, it notes that its current rooftop no longer has a direct view of the field due to new obstructions installed by the Cubs in May 2024.

3. Unjust Enrichment

The Cubs argue that the Rooftop is using the team's property to divert revenue for the Rooftop's own profit. Since the Rooftop no longer pays royalties, the Cubs claim these profits are improper and should be disgorged. The Rooftop again challenges the Cubs' exclusive right to the view and the sound of the Wrigley Field. The Rooftop counters that there is no unjust enrichment because it has a legitimate right to operate its business and to use the view and sounds of the game. It further argues that any claim is moot since the view has been obstructed.

Case Status and Next Steps

In April 2025, the court denied the Rooftop's motion to compel arbitration, finding that the arbitration clause had expired along with the license agreement in 2023. As of now, all factual discovery is ongoing and must be completed by August 11, 2025.

Once discovery concludes, the court will likely evaluate the Rooftop's defenses—especially:

- Whether use of the Cubs' marks is nominative fair use or falsely implies endorsement.
- Whether there was any form of implied license or permission.
- Whether continuing use after failed renewal negotiations constitutes willful

infringement.

Based on the pleadings, the Rooftop is more likely the underdog, having continued to use the marks without renewing the agreement. While a settlement remains possible, the Cubs currently appear to be the heavy favorites, holding a stronger legal position. Whether this ends in a courtroom win or a negotiated walk-off, one thing is clear: the Cubs are not letting anyone steal home when it comes to their brand.

Takeaways for Trademark Practitioners

For trademark lawyers, it is important to consider and outline an exit strategy in a license what a licensee must immediately stop doing once the agreement ends. Without clear language, former licensees may potentially continue using trademarks and other branding, triggering costly disputes.