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National Collegiate Athletic Association v. Miller,
795 F. Supp. 1476 (D.Nev. 1992)

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laws. The court concluded that the NFL's alleged pro-competitive purposes were either insufficient as a matter of law or irrelevant to the rule of reason analysis. As such, the court granted plaintiffs motion for summary judgment.

-E.A.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION v. MILLER, 795 F. SUPP. 1476 (D.NEV. 1992).

On April 8, 1991, the Nevada Legislature enacted Nev. Rev. Stat. §§398.155 - 398.255, which imposed numerous new procedural due process restrictions on NCAA infractions investigations of Nevada NCAA member institutions. The statutes, in part, required the NCAA to provide the defendant institution with all documents to be used at the prehearing conference at least 30 days in advance of the conference, allowed defendants to confront witnesses, required the NCAA to give copies of all exculpatory statements they obtained to the defendant, demanded an impartial committee be created to rule on violations and sanctions, and required all NCAA hearings be open to the public as well as recorded and transcribed. These requirements substantially altered the NCAA's standing rules regarding investigation and hearing procedure. During the summer of 1991 several of the defendants, at the time employees of University of Nevada - Las Vegas, demanded that the NCAA conform to the Nevada statutes' requirements in relation to an infractions investigation that had started in December 1990. The NCAA then filed an action for declaratory relief, claiming the Nevada statutes violated both the Commerce Clause and the Contracts Clause of the U.S. Constitution, and seeking injunctive relief to enjoin the application of the statutes to the NCAA's ongoing investigation of UNLV.

The District Court for Nevada ruled in favor of the NCAA on three major issues. First, the defendants' claim that the court should abstain from considering the federal constitutional claims and allow the case to be heard in Nevada state court was denied because the court found that no sensitive social policy issues were presented and felt that no state judicial pronouncement could dispel the federal questions raised by the NCAA. The court then ruled that the Nevada statutes violated the Commerce Clause. Finding the NCAA's activities, being of such national scope, sufficient to allow Commerce Clause analysis, the court ruled that while the statutes were not per se invalid, their effect restricts the NCAA's ability to promulgate and enforce uniform rules without

conforming to the Nevada statutes' requirements. Viewing this as allowing the Nevada Legislature to, in effect, force the NCAA to meet their statutes' strictures in its dealings with member institutions in other states, the court found this to be a substantial extra-territorial effect and violative of the Commerce Clause. Finally, the court held the Nevada statutes in question violative of the Contracts Clause. Finding the relationship between the NCAA and its Nevada member institutions, like all other member institutions, to be contractual in nature, the court ruled that the statutes significantly restricted the NCAA's ability to carry out its regulatory, investigative, and enforcement functions in relation to the Nevada member institutions. Since the statutes substantially impaired the contracts that existed between the NCAA and its Nevada member institutions and the statutes were seen as not necessary to promote a valid state interest, the court held that they violated the Contracts Clause. After making these rulings, the court enjoined defendants from taking action to enforce or use the Nevada statutes as protection in dealings with the NCAA.

-J.M.K.

NATIONAL HOCKEY LEAGUE V. NATIONAL HOCKEY LEAGUE PLAYERS ASS'N, 789 F. SUPP. 288 (D.MINN. 1992).

The National Hockey League (NHL) brought an action against the NHL Players Association (NHLPA) and a putative class of players, seeking a declaration that the NHL's conduct of adhering to contract terms of a 1988 collective bargaining agreement, since expired, was protected from an antitrust challenge. The contract provisions in question were the "equalization rules," which require an NHL club that acquires a free agent player to provide an equalization payment to the free agent's former team in the form of contract assignments, draft picks, or cash. The NHL claimed that it was compelled to adhere to the equalization rules by the NLRA, yet simultaneously was subject to treble damages under antitrust law. The court found that, because the NHLPA lacked standing to bring a coercive antitrust action against the NHL, the court lacked subject matter jurisdiction to entertain a declaratory judgment against the NHLPA. The matter was dismissed.

-E.J.S.