

10-1-1992

National Hockey League v. National Hockey League Players Ass'n, 789 F. Supp. 288 (D.Minn. 1992)

Follow this and additional works at: <http://repository.law.miami.edu/umeslr>

Recommended Citation

National Hockey League v. National Hockey League Players Ass'n, 789 F. Supp. 288 (D.Minn. 1992), 9 U. Miami Ent. & Sports L. Rev. 367 (1992)

Available at: <http://repository.law.miami.edu/umeslr/vol9/iss2/24>

This Case Summary is brought to you for free and open access by Institutional Repository. It has been accepted for inclusion in University of Miami Entertainment & Sports Law Review by an authorized administrator of Institutional Repository. For more information, please contact library@law.miami.edu.

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.