

IN THE
Supreme Court of the United States

CANGREJEROS DE SANTURCE
BASEBALL CLUB, LLC, *et al.*,

Petitioners,

v.

LIGA DE BÉISBOL PROFESSIONAL
DE PUERTO RICO, INC., *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

**BRIEF OF *AMICI CURIAE* ANTITRUST,
BUSINESS, AND SPORTS LAW PROFESSORS
IN SUPPORT OF PETITIONERS**

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INTEREST OF *AMICI CURIAE*

Amici are professors and widely published experts in the fields of antitrust, business, and sports law.¹ (A list of signatories is included in the Appendix.) They share a common interest in effective competition policy in sports business and labor markets. Their interest in this case is to ensure that the law develops in a way that serves the public good by promoting competition, eliminating confusion surrounding the application of antitrust law to various aspects of baseball's business, and providing clarity to baseball's stakeholders, including teams, owners, players, and fans. *Amici* respectfully request that this Court grant a writ of certiorari to revisit and, if necessary, clarify the scope of baseball's historic antitrust exemption.

INTRODUCTION AND SUMMARY OF ARGUMENT

Since this Court first recognized an antitrust exemption for organized baseball in *Federal Baseball v. National League*, 259 U.S. 200 (1922), the exemption has led to a morass of confusion. Lower courts have struggled to define the scope of the exemption, sometimes extending it to encompass new behaviors that this Court could never have contemplated—not even when this Court last visited the exemption more than fifty years ago in *Flood v. Kuhn*, 407 U.S. 258 (1972). When Congress tried to legislatively clarify the scope of the exemption in 1998, it only added to the confusion.

1. No person other than *amici curiae* or their counsel authored this brief in whole or in part or made a monetary contribution intended to fund its preparation or submission. On October 24, 2025, *amici* provided notice to counsel of record for all parties that they intended to file this brief.

This Court should grant certiorari to address whether there is still justification for the baseball exemption from antitrust law and, if so, to clarify the exemption's scope. Without that guidance, courts will continue to presume that numerous anticompetitive practices are forever insulated from review, and thus stakeholders across various levels of organized baseball will continue to engage in anticompetitive practices with impunity, to the detriment of this Nation's laws and its cherished national pastime.

1. The lack of clarity surrounding what activity is covered by baseball's antitrust exemption has resulted in widely different rulings among lower courts, and, not surprisingly, multiple recent petitions for certiorari to this Court. Some courts treat the baseball exemption as broad enough to encompass virtually any aspect of an organized baseball league that is reasonably connected to the "business of baseball." Other courts confine the exemption to Major League Baseball's now-defunct reserve clause. Adding to the confusion, MLB and its subsidiaries have strategically asserted the antitrust exemption as a defense only in select cases, and have reached confidential settlements with plaintiffs in others where application of the exemption was drawing unwanted negative attention.² The result of MLB's litigation gamesmanship has been to deprive this Court, for more than fifty years, of an opportunity to harmonize the patchwork of decisions

2. See Associated Press, *MLB Settles Lawsuit from Former Affiliates over Minor League Cuts*, ESPN (Nov. 2, 2023), <https://tinyurl.com/526jy8sw> (explaining that MLB "avoided a possible U.S. Supreme Court challenge to its antitrust exemption when it settled a federal lawsuit and two in New York State court filed by minor league teams who lost their big league affiliations").

inconsistently applying antitrust law to a nationwide, multi-billion-dollar business.

2. Congress tried to codify and clarify the scope of the baseball exemption nearly thirty years ago with the Curt Flood Act of 1998 but instead sowed only more confusion. The largely circular law swings and misses on many of the important questions surrounding the scope of the exemption, leaving courts and litigants to their own devices to determine the statute's meaning and impact. This, in turn, has led to further splits among the circuits about how, if at all, federal antitrust law applies to organized baseball.

3. This case is the perfect vehicle to decide the continuing validity of the baseball exemption or to clarify its scope. Although MLB is not a party, it recently settled an antitrust lawsuit, thus avoiding (perhaps by design) the possibility of this Court's much-needed review. Absent that review, other organized baseball leagues, including the Puerto Rican League here, now seek to avail themselves of the exemption as well. For this reason, owners, players, employees, municipalities, and fans throughout organized baseball would benefit from this Court's clarification of whether all organized baseball is truly per se exempt from federal antitrust laws or whether there is still room for antitrust challenges to certain anticompetitive practices by organized baseball leagues.

ARGUMENT

I. Courts have interpreted the “business of baseball” to encompass widely different things.

This case represents far more than a public policy debate about the historically iconoclastic treatment of organized baseball under federal antitrust laws. There is a bona fide split among lower courts on what constitutes the “business of baseball” and to what extent it is exempt from antitrust law.

Several courts have confined the baseball exemption to the now-defunct MLB “reserve clause” at issue in *Federal Baseball* and its progeny. *E.g.*, *Butterworth v. Nat’l League of Pro. Baseball Clubs*, 644 So. 2d 1021, 1025 (Fla. 1994); *Piazza v. Major League Baseball*, 831 F. Supp. 420, 436–38 (E.D. Pa. 1993); *see also Laumann v. Nat’l Hockey League*, 56 F. Supp. 3d 280, 296–97 (S.D.N.Y. 2014). The courts that take this narrow approach have recognized that the only issue before this Court in its exemption decisions was the MLB reserve clause restricting player movement between teams. *See Piazza*, 831 F. Supp. at 436.

Most courts that have addressed the baseball exemption, however, reached the opposite conclusion, holding that conduct beyond the “reserve clause” is within the “heartland” of baseball-related activities and therefore exempt from antitrust scrutiny. *See, e.g., City of San Jose v. Off. of the Comm’r of Baseball*, 776 F. 3d 686, 691–92 (9th Cir. 2015). Courts that take this broad, nearly per se approach have extended the baseball exemption to MLB’s entire “business” without clear lines as to exactly what “business” that entails. *See, e.g., Miranda v. Selig*,

860 F.3d 1237 (9th Cir. 2017); *Charles O. Finley & Co. v. Kuhn*, 569 F.2d 527 (7th Cir. 1978).

The First Circuit here has gone even further, applying the baseball exemption to insulate from antitrust scrutiny an alleged group boycott of a rival owner by the other club owners in the Puerto Rican League. Pet. App. 13a (conceding that it has taken the exemption “where no lower court has gone before”). The Puerto Rican League has no ownership nexus to MLB or any relationship to MLB’s obsolete reserve system. The Puerto Rican League was not even founded until 1938—more than sixteen years after this Court decided *Federal Baseball*.³

Meanwhile, other courts have tried to forge a path between extremes by adopting a “unique characteristics and needs” standard. *See, e.g., Postema v. Nat’l League of Pro. Baseball Clubs*, 799 F. Supp. 1475 (S.D.N.Y. 1992), *rev’d on other grounds*, 998 F.2d 60 (2d Cir. 1993); *Pro. Baseball Schs. & Clubs, Inc. v. Kuhn*, 693 F.2d 1085 (11th Cir. 1982). This middle-ground approach has the benefit of limiting the exemption to the “integral” or “central” parts of baseball’s business. *Pro. Baseball Schs.*, 693 F.2d at 1086; *see also Postema*, 799 F. Supp. at 1489 (holding umpire employment-relations claims “are not preempted” by baseball’s antitrust exemption). But it, too, has been criticized as a misreading of *Flood*. *See* Nathaniel Grow, *Defining the “Business of Baseball”: A Proposed*

3. *See* Giselle Stancic, *Dazzling Debuts: Puerto Rico—Liga de Béisbol Profesional Roberto Clemente*, SOC’Y FOR AM. BASEBALL RESEARCH, <https://sabr.org/dazzling-debuts/puerto-rico/> (last visited Oct. 24, 2025); *see also* THOMAS E. VAN HYNING, THE SANTURCE CRABBERS 201–04 (McFarland 1995) (providing the Puerto Rican League’s annual standings).

Framework for Determining the Scope of Professional Baseball's Antitrust Exemption, 44 U.C. DAVIS L. REV. 557, 600–01 (2010). There is little rhyme or reason to the lines courts have drawn.

The result of these varied approaches is a patchwork of inconsistent law around the country—one that leaves plaintiffs flailing wildly in their attempts to guess which baseball leagues may avail themselves of the exemption and what anticompetitive conduct, if any, they can reasonably challenge.

Moreover, without this Court's guidance, MLB has exacerbated the problem through litigation gamesmanship. Over the past fifty years, MLB has used the baseball exemption as both a sword and a shield, selectively wielding it in situations where it seems unlikely to be limited by a court. *See generally* Samuel G. Mann, *Note: In Name Only: How Major League Baseball's Reliance on Its Antitrust Exemption is Hurting the Game*, 54 WM. & MARY L. REV. 587, 600–01 (2012). For example, in *MLB Properties, Inc. v. Salvino, Inc.*, 542 F.3d 290, 294 (2d Cir. 2008), a case where MLB's licensing arm negotiated to set prices for licensees selling authorized merchandise, the organization (an MLB subsidiary) did not assert the exemption—perhaps confident in its abilities to defend the restraint on the competitive merits and, at the same time, fearing the case could reach this Court if it raised the baseball exemption. And, in *Nostalgic Partners, LLC v. Office of the Commissioner of Baseball*, No. 22-2859, 2023 WL 4072836 (2d Cir. June 20, 2023), MLB argued the baseball exemption successfully in two lower courts but quickly shifted legal strategies and settled its dispute as soon as the plaintiffs filed for certiorari to this Court. *See*

Tri-City ValleyCats v. Off. of the Comm’r of Baseball, 144 S. Ct. 389 (2023) (dismissing petition for writ of certiorari pursuant to Rule 46 less than two months after it was filed).

MLB’s ability to selectively unsheathe the exemption results from a lack of clarity about what is the “business of baseball.” The “anomal[ous]” and “aberration[al]” aspects of the exemption are made worse because MLB is able to strategically wield it. *See Flood v. Kuhn*, 407 U.S. 258, 282 (1972). By calling on the exemption only when it is advantageous to do so, MLB faces little chance of a court restricting the exemption’s use or limiting its application.

II. The Curt Flood Act has raised more questions than answers about the contours of the baseball exemption.

Congress tried to clarify the scope of the baseball exemption through the Curt Flood Act of 1998. But the law only amplified the confusion. The Act emanated from the 1994 baseball work stoppage and was intended to put baseball on equal footing with the other major professional sports leagues with respect to labor-related antitrust law. But the Act is, at best, circular, and provides no clarity on anything other than *players’* rights under antitrust law. *See* Marc Edelman & John T. Holden, *Baseball’s Anticompetitive Antitrust Exemption*, 65 B.C. L. REV. 1695, 1730 (2024).

Though the Act tried to clarify that MLB *is* subject to antitrust laws, the only conduct the Act describes is conduct “relating to or affecting employment of major league baseball players to play baseball at the major league

level.” 15 U.S.C. § 26b(a). The Act is also self-limiting: “No court shall rely on the enactment of this section as a basis for changing the application of the antitrust laws to any conduct, acts, practices, or agreements other than those set forth in subsection (a).” 15 U.S.C. § 26b(b). Congress left all other questions about antitrust law’s applicability to organized baseball to existing precedent, which was (and still is) essentially a grab bag of judicial holdings.

In the years since the Curt Flood Act, courts have struggled to understand what Congress enacted. Some courts have construed the Act as codifying baseball’s immunity in all “nonlabor respects.” Nathaniel Grow, *The Curiously Confounding Curt Flood Act*, 90 TUL. L. REV. 859, 889 (2016); *see also, e.g., Morsani v. Major League Baseball*, 79 F. Supp. 2d 1331, 1335 n.12 (M.D. Fla. 1999) (“Congress explicitly preserved the exemption for all matters ‘relating to or affecting franchise expansion, location or relocation, [and] franchise ownership issues, including ownership transfers’”). Other courts have construed the Act as “congressional acquiescence” in all non-labor aspects of the exemption. *City of San Jose*, 776 F.3d at 690–91 (applying the exemption to franchise relocations based on the “congressional acquiescence rationale”).

But these decisions are based largely on public policy and legislative history, rather than the statute’s text. *See* Grow, *supra*, 90 TUL. L. REV. at 892–94. Only a handful of courts have adopted the textualist interpretation of the Act: that the statute is neutral “in all contexts other than MLB’s labor relations with its players,” *id.* at 892, and did “not alter the applicability of the antitrust laws to ‘any conduct, acts, practices, or agreements other than . . .

employment of major league baseball players,” *Laumann*, 56 F. Supp. 3d at 294 (quoting 15 U.S.C. § 26b(b)); *see also Major League Baseball v. Butterworth*, 181 F. Supp. 2d 1316, 1331 n.16 (N.D. Fla. 2001) (“Properly construed, [the Curt Flood Act] does not affect the issues in the case at bar one way or the other, because Congress explicitly indicated its intention not to affect issues other than direct employment matters.”).

These decisions confirm that the Curt Flood Act was, at best, a hollow gesture. Instead of providing clarity, Congress punctuated an already-divided application of baseball’s antitrust exemption. This is further reason for this Court to grant certiorari.

III. This case is the perfect vehicle to clarify whether baseball is entitled to an exemption from the antitrust laws.

This case involves a horizontal agreement among competitors to boycott a rival team owner for what Petitioners contend was his effort to “invest in a higher quality product” by spending more money than other owners on his team’s players and facilities. Pet. 1. That conduct falls squarely within the “business of baseball” and, if not for the exemption, would violate federal antitrust law. *See FTC v. Superior Ct. Trial Laws. Ass’n*, 493 U.S. 411, 422 (1990). This case thus provides a perfect vehicle to assess whether any or all organized baseball leagues are allowed to engage in collective behaviors that would be found to illegally restrain trade if reviewed on their competitive merits rather than deemed exempt from all antitrust scrutiny, such as:

Boycotts. There is a long and troubling history of club owners in MLB—and now in the Puerto Rican League—collectively excluding certain individuals from participation in their league. The bases for these boycotts have ranged from the boycotted individuals’ conduct, *see, e.g., Gardella v. Chandler*, 172 F.2d 402 (2d Cir. 1949) (boycotting player who provided services to a team in a rival league based in Mexico), to more disturbing reasons such as the color of their skin, *see African-American Players Banned from Professional White Baseball*, MLB.com, <https://tinyurl.com/5n6zhp46> (last visited Oct. 29, 2025).

After the Curt Flood Act, it is clear that MLB players may bring antitrust challenges against anticompetitive practices in labor markets. 15 U.S.C. § 26b(a). It is not clear, however, whether MLB, or any other organized baseball league, enjoys an antitrust exemption for concertedly boycotting club owners, players below the major-league level, or other non-player personnel, like team managers, coaches, staff, and umpires.

Until the Court rejects a *per se* exemption, the threat of group boycott from organized baseball leagues and teams will continue to have a chilling effect on non-player personnel—including managers and owners who break the mold—and may even discourage highly procompetitive behavior, such as investing in one’s team or accepting better-paying opportunities with rival leagues. And if the baseball exemption extends beyond MLB, that could lead to an even broader group boycott of certain non-player personnel that cuts across multiple leagues.

Territorial restraints. MLB, like other professional sports leagues, has also maintained territorial restraints that limit the free movement of baseball teams from smaller markets to larger markets.⁴ Based on these exclusive-territory restraints, there are just two MLB teams that play home games in the greater New York City metropolitan area—the Yankees and the Mets—despite the area’s population of nearly twenty million people and its history of financially sustaining *three* MLB teams before 1958. By contrast, five of MLB’s midwestern teams—the Pittsburgh Pirates, the Cincinnati Reds, the Kansas City Royals, the Cleveland Guardians, and the Milwaukee Brewers—each play in metropolitan areas with populations of less than 2.5 million people. *See* Edelman & Holden, *supra*, 65 B.C. L. REV. at 1732–35.

In a free market, baseball owners who play in smaller markets might seek to move into larger markets. But if the baseball exemption automatically protects geographic allocation of home territories, as precedent currently suggests, owners that struggle to earn big-market revenues are unable to move into territories designated exclusively for their rivals. *See City of San Jose*, 776 F.3d at 690–92; *Pro. Baseball Schs.*, 693 F.2d at 1086. In MLB, more than a few small-market teams have claimed the inability to compete on the field because they lose money on an annual basis due to their assigned territories.⁵ A

4. *See* Major League Constitution, Art. VIII, Sec. 8 (“Operating Territories”), <https://tinyurl.com/4rp2kxsm> (last visited Oct. 29, 2025).

5. *See, e.g.,* Angelina Martin, *Fisher Claims A’s Not Profitable, Will Lose \$40M This Year*, NBC SPORTS (Aug. 23, 2023), <https://tinyurl.com/fc5h4vx5> (describing Oakland Athletics’

rejection of the per se exemption would provide important guidance to teams, whether in MLB or another organized baseball league, about whether they may reasonably bring an antitrust challenge against the league’s exclusive-territory arrangement and seek a more desirable home territory.

Contraction of teams. MLB has also tried to reduce the number of teams. In the past, it threatened to buy out and eliminate two small-market MLB teams, which would have reduced the number of teams in the league from thirty to twenty-eight (a practice called “contraction”). See Murray Chass, *Baseball; Selig Offers His Forecast for the Game*, N.Y. TIMES, Nov. 28, 2001, at 1 (quoting MLB Commissioner Bud Selig as saying “[w]e will contract”). If MLB had eliminated two teams, as it planned to do, it not only would have failed to address the issue of demand for baseball teams in underserved large-market cities like New York, but, even more troublingly, it would have also reduced the total output of baseball games available for consumers nationwide. It also would have reduced the number of jobs available to players, managers, umpires, and staff. See Marc Edelman, *Can Antitrust Law Save the Minnesota Twins?*, 10 SPORTS LAW. J. 45, 64–65 (2003) (discussing the product- and labor-market harms of contraction).

Separately, MLB threatened to—and ultimately did—contract thirty-six minor-league baseball teams, reducing the number of minor-league jobs available to players,

owner’s desire to move team to a larger market); Dayn Perry, *Rays Still Pushing Two-City Plan with Montreal*, CBS SPORTS (Sept. 28, 2021), <https://tinyurl.com/ykukpva5> (explaining Tampa Bay Rays’ owner’s desire to expand team’s designated territory).

managers, umpires, and staff. *Nostalgic Partners, LLC v. Off. of the Comm’r of Baseball*, 637 F. Supp. 3d 45, 48 (S.D.N.Y. 2022). When the owners of four contracted teams sued MLB under federal antitrust law, the league raised the baseball exemption as a defense. But before this Court could decide whether to grant certiorari to address the defense, the parties settled—presumably for a sum that met the contracted owners’ needs, but not those of other, still-impacted constituent groups like players, employees, municipalities, and fans. *See Tri-City ValleyCats*, 144 S. Ct. 389.

Typically, when members of a joint venture seek to reduce the range of competitors or number of jobs in an industry, they have violated Section 1 of the Sherman Act. *See, e.g., Fashion Originators Guild of Am. v. FTC*, 312 U.S. 457, 465 (1941) (discussing the anticompetitive effect of a guild rule that would limit the range of competition). But much as with MLB’s territorial restraints, league owners have defended their contraction plans by hiding behind the exemption. *See Edelman, supra*, 10 SPORTS LAW. J. at 65–66 (noting uncertainty as to whether the baseball exemption would preempt an antitrust challenge to league contraction); John T. Wolohan, *Major League Baseball Contraction and Antitrust Law*, 10 VILL. SPORTS & ENT. L. J. 5, 6 (2003) (“Despite the postponement of baseball’s contraction plans, the application of federal and state antitrust laws to future contractions remains an issue.”). In doing so, the economic and competitive well-being of communities of baseball consumers, ranging from individual fans to entire municipalities, remains compromised.

Group trademark licensing. MLB’s thirty teams collectively control the teams’ trademarks and maintain exclusive arrangements for third parties to license team marks for specific product categories. For example, MLB’s licensing arm, Major League Baseball Properties, recently granted Fanatics, Inc. the exclusive right to manufacture trading cards using MLB team marks.⁶

Typically, when a sports league collectivizes the rights to use individual team marks on branded merchandise, it represents a form of concerted action subject to antitrust scrutiny. *See Am. Needle, Inc. v. NFL*, 560 U.S. 183, 186 (2010) (“We conclude that the NFL’s licensing activities constitute concerted action that . . . must be judged under the Rule of Reason.”). And, as explained in a recent law review article, “if a court were to find there to be sports-specific markets for licensing trademarks to use on baseball cards,” which, of course, would first require factual inquiry, “league-wide exclusive licensing would further inhibit new competitors from entering the marketplace by preventing them from making a narrower product that entails licensing just a single team’s marks.” Marc Edelman, Nathaniel Grow & John Holden, *The Re-monopolization of the U.S. Sports Trading Card Industry*, 2025 U. ILL. L. REV. 63, 95 (2025). But, because MLB owners claim to be broadly exempt from antitrust laws, they will likely continue to engage in collective, exclusive, and arguably anticompetitive licensing practices that may drive certain non-licensees out of business. *See id.* at 96 (explaining that if a broad baseball exemption

6. *See* Dan Hajducky, *Fanatics Strikes Deal to Become Exclusive Licensee for MLB Cards*, ESPN (Aug. 19, 2021), <https://tinyurl.com/2dj2zv5>.

were to apply, “it would only insulate from antitrust liability the joint exclusive licensing of markets by MLB teams and not teams in other league sports”). If this Court were to reject the baseball exemption, or at least a per se application of it, MLB teams might no longer maintain exclusive league-wide licensing arrangements that limit competition.

Data bundling. Much as MLB teams collectively license their trademark rights, they also collectivize the accumulated and aggregated statistics from individual baseball games and offer them for sale in packages that bundle all thirty MLB teams’ data together.⁷

Under this arrangement, prospective purchasers cannot buy data from a single MLB team; instead, they must purchase the entire, bundled set. Such exclusive bundling and tying arrangements would typically run afoul of federal antitrust laws unless they fall within a broad, per se exemption. *See* Marc Edelman & John Holden, *Monopolizing Sports Data*, 63 WM. & MARY L. REV. 69, 128 (2021) (“[I]t is possible—but probably not likely—that a court would find the practice of MLB teams selling their rights to their league data exclusively on a central league level also to be beyond the scope of the Sherman Act.”).

7. *See* Dylan J. Hoggard, *Note: The MLB’s Sports Data Related Activities Should Be Subject to Antitrust Scrutiny: Why Potential Plaintiffs Will Not Strike Out to the Baseball Antitrust Exemption*, 107 IOWA L. REV. 1777, 1788–90 (2022) (describing types of sports league data); Wayne Parry, *Leagues Finally Cash In on Sports Betting by Selling Data*, AP NEWS (Jan. 7, 2020), <https://tinyurl.com/2nmyzx7t>.

Group broadcast rights. MLB teams collectively and exclusively license rights to broadcast their games on a league-wide basis. MLB’s granting of collective, exclusive rights to “sponsored telecasting” is undoubtedly exempt from antitrust scrutiny under the Sports Broadcasting Act of 1961, 15 U.S.C. §§ 1291–95. But other exclusive-broadcasting arrangements adopted by MLB teams, such as exclusive rights to broadcast games on cable networks or over-the-top streaming platforms like Apple TV, present a more dubious case. *See Chicago Pro. Sports LP v. Nat’l Basketball Ass’n*, 961 F.2d 667, 671 (7th Cir 1992) (explaining that “the Sports Broadcasting Act applies only when the league has ‘transferred’ a right to ‘sponsored telecasting’” and that “[s]pecial interest laws” such as the Sports Broadcasting Act “do not have ‘spirits,’ and it is inappropriate to extend them to achieve more [than] the objective the lobbyists wanted”) (internal quotations omitted).

Nevertheless, even where the Sports Broadcasting Act fails to insulate league-wide broadcast-licensing agreements from antitrust scrutiny, MLB teams have occasionally tried to raise a broader defense to their collective and exclusive broadcast policies based on the baseball exemption. *See, e.g., Laumann*, 56 F. Supp. 3d at 295 (“[T]he MLB Defendants argue that the territorial broadcasting restrictions at issue here fall under the [baseball] exemption.”). This Court’s guidance as to the exemption’s validity and scope would provide insight to MLB teams about whether their current practice of collectively selling broadcast rights beyond “sponsored telecasting” is subject to antitrust scrutiny.

Blocking rival leagues. For the first time since the late 1960s and early 1970s, meaningful efforts to create rival professional leagues in organized sports are emerging.⁸ Although MLB has not faced a legitimate threat of rivalry since at least 1959 when Branch Rickey proposed establishing the Continental League, emerging trends of foreign investment and private-equity financing could transform what was once a seemingly impossible threat of new competition into one that is merely unlikely (but possible).⁹ In the past, MLB responded to potential new competitor leagues in the most anticompetitive way imaginable—by buying out the rival leagues and disbanding their teams. *See Federal Baseball*, 259 U.S. at 207. And MLB owners might, one day again, try to buy out rival leagues in other countries, such as the Puerto Rican League, if they ever emerged as a true source of competition for players, other league personnel, or fans. Indeed, the legal risk of doing so substantially diminishes under the First Circuit’s unprecedentedly broad interpretation of baseball’s antitrust exemption, which seems to encompass not only MLB, but all organized baseball within the United States and its territories.

8. *See, e.g.,* Joel Beall, *Why a Potential Rival League Could Ultimately Benefit the PGA Tour*, GOLF DIGEST (Jan. 31, 2020), <https://tinyurl.com/46kmc339> (discussing launch of LIV golf).

9. *See, e.g.,* Jessica Golden & Dominic Chu, *Saudi-Backed LIV Golf Envisions Franchises in Its Future, Executive Says*, CNBC (Jul. 29, 2022), <https://tinyurl.com/3wwm7efn> (explaining the financing of LIV Golf by “Saudi Arabia’s Private Investment Fund”); AnnaMaria Andriotis, *Goldman’s Pitch to Rich Clients: Hey, Buy a Piece of This Sports Team!*, WALL ST. J. (Sept. 15, 2023), <https://tinyurl.com/bdec3bsf> (discussing Goldman Sachs’s new division to allow wealthy individuals to invest in professional sports teams through equity and debt deals).

Anticompetitive Practices in College Baseball.

Finally, the National Collegiate Athletic Association, which like MLB and the Puerto Rican League hosts organized baseball competitions, has been enmeshed in a litany of antitrust litigation in recent years, most notably related to its restraints on athlete compensation and free movement. *See, e.g., NCAA v. Alston*, 594 U.S. 69 (2021) (invalidating NCAA limits on in-kind educational benefits paid to athletes); *Tennessee v. NCAA*, 718 F. Supp. 3d 756 (E.D. Tenn. 2024) (enjoining NCAA rules limiting athlete compensation from third-party organizations); *Ohio v. NCAA*, 706 F. Supp. 3d 583 (N.D. W. Va. 2023) (enjoining NCAA from enforcing rule requiring certain transfer students to sit out of college sports for one year upon transfer).

On June 6, 2025, the U.S. District Court for the Northern District of California granted final approval of a settlement paying \$2.576 billion in past damages to a class of college athletes who were the victims of NCAA wage-fixing in college-athlete labor markets. *See In re Coll. Athlete NIL Litig.*, No. 20-cv-03919, 2025 WL 1675820 (N.D. Cal. June 6, 2025). And, this past September, the NCAA paid nearly \$50 million to settle a wage-fixing class action by “volunteer” college baseball coaches and agreed to abandon its rule limiting each member school’s baseball team to just three paid coaches.¹⁰

While both outcomes spawned from this Court properly holding in *Alston* that the NCAA does not enjoy

10. *See* Margaret Fleming, *NCAA Settles with Volunteer Baseball Coaches for \$49 Million*, FRONT OFFICE SPORTS (Sept. 18, 2025), <https://tinyurl.com/3y7ay32p>.

a blanket exemption from federal antitrust scrutiny, 594 U.S. at 96, the First Circuit’s interpretation of the baseball exemption as applying to all forms of organized baseball may lead the NCAA to argue that their baseball activities fall under this exemption too because they, like MLB and the Puerto Rican League, organize games with nine players on a field and four bases. This reasonable fear of further creeping expansion of the baseball exemption is concerning not only to the college athletes and coaches who rely on antitrust law to bring about meaningful reforms to the intercollegiate sports system, but also to collegiate sports fans, who, as consumers, benefit from free markets for their favorite colleges to competitively recruit athlete labor. Indeed, college sports today are arguably more popular than ever.

Also notable is that for players in organized baseball other than MLB, the First Circuit’s excessively broad reading of the baseball exemption further complicates the understanding of the scope of the baseball exemption following the Curt Flood Act. The Act’s purpose is “to state that major league baseball players are covered under the antitrust laws.” Curt Flood Act of 1998, Pub. L. No. 105-297, § 2, 112 Stat. 2824. In using the term “major league baseball players,” the Act is at least arguably silent on the antitrust rights of players in leagues beyond MLB. Thus, if a Puerto Rican League or NCAA baseball player were to sue for antitrust violations, the First Circuit’s ruling might allow the baseball exemption to preempt these claims, even though it would not preempt similar claims by an MLB player. Quite alarmingly, in the ununionized world of NCAA baseball, this would put college baseball players back in the position they were in before this Court’s seminal holding in *Alston*.

In sum, this Court should take the opportunity that this case presents to confirm whether the baseball exemption should remain an anomaly among the otherwise uniform application of antitrust law to sports leagues and, if so, to clarify the exemption's scope and prevent lower courts from allowing it to creep into new areas that even the broadest reading of this Court's precedent would not permit. It is critically important that the Court act now, as this potentially anticompetitive conduct comes at the expense of local communities and fans, who are the "real losers" of organized baseball's anticompetitive behavior. See Samuel A. Alito, Jr., *The Origin of the Baseball Antitrust Exemption*: Federal Baseball Club of Baltimore, Inc. v. National League of Professional Baseball Clubs, 34 J. SUP. CT. HISTORY 183, 193 (2009). Only by granting certiorari can this Court protect the consumer interest and free markets in America's time-honored national pastime.

CONCLUSION

For the reasons above, this Court should grant certiorari.

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APPENDIX

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