

Example of npl case briefing essay

[Law](#), [Criminal Justice](#)



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FACTS:

The national football league (NFL) is known to represent 32 football teams. The teams are always separately professionally owned, bearing their own logos, colors and any intellectual property that is in line with the teams. Formation of the National Football League Properties in 1963 brought about the according of licenses to various vendors, Reebok and American Needle Inc being notable ones. The NFLP, in the year 2000, took upon itself to eventually grant exclusive rights to the renowned Reebok Company and never renewed the existing non-exclusive license to American Needle. This fact prompted the latter to gear towards filing a case at the revered federal district court alleging that Reebok violated the Sherman’s Act, especially section 1 and 2. The defendants won the case but the American Needle went on to appeal to the United States Supreme Court.

ISSUE:

Are the NFL respondents allowed to engage in contract combination or even conspiracy in relation to section one of the Sherman’s Act?

LAW:

The NFL is always out to ensure sustenance in the running of the league and the teams involved. This means that it ensures that there is profit accrued from the teams' participation in line with the gate collections and marketing standards. However, in line with contract combination and conspiracy, and the Sherman's Act, the exclusion of American Needle Inc. was extremely uncalled for.

ANALYSIS:

The fact that the rule of reason may be applied clearly necessitates the fact that Reebok would be given a certain percentage of rights and the same applies to American Needle Inc. The parties involved should have a mutual agreement in line with the Act that governs the NPL teams. American Needle Inc. had a right to complain with the fact that it was incorporated in the decisions brought forward.

CONCLUSION:

The Supreme Court should find it in line with the law for American Needle Inc. to appeal. The parties should have an amicable way of coming handling the case at hand. The contract that had initially been granted to American Needle Inc. should be reinstated or even reconsidered. The latter should also be compensated on the same.