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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re DEWEY RANCH HOCKEY, LLC, COYOTES HOLDINGS, LLC, COYOTES HOCKEY, LLC, and ARENA MANAGEMENT GROUP, LLC, Debtors.	Case No. 2:09-bk-09488 Case No. 2:09-bk-09500 Case No. 2:09-bk-09491 Case No. 2:09-bk-09495 (Request for Joint Administration under Case No. 2:09-bk-09488 Pending) Chapter 11 Proceedings
COYOTES HOCKEY, LLC, Debtor/Plaintiff,	Adversary Proceeding No. 2:09-ap-____

v.

NATIONAL HOCKEY LEAGUE,

Defendant.

COMPLAINT

Plaintiff, Coyotes Hockey, LLC, brings this action against Defendant, National Hockey League (“NHL”), stating as follows:

NATURE OF ACTION

1. Coyotes Hockey, LLC (“Coyotes”) seeks injunctive relief under federal and state antitrust laws in connection with a threatened loss or damages resulting from the NHL’s unlawful exercise of market power in the market for major league men’s professional ice hockey contests in the United States and Canada. The NHL is excluding competition and restraining trade in that market through the application of unreasonable restrictions in its Constitution and By-Laws which are preventing the relocation of the Coyotes from Phoenix, Arizona, to Hamilton, Ontario.

2. The NHL is made up of competitive member teams. The NHL has market power in the provision of major league professional ice hockey games in North America. Use by the NHL of Article 4.3 of its Constitution, which grants each member team absolute veto power over the relocation of a competitive team within its “home territory,” as well as application of Article 4.2 of its Constitution and Section 36 of its By-Laws to restrict the transfer and relocation of the Coyotes hockey club, are unreasonable, unlawful and anticompetitive restraints under Section 1 of the Sherman Act.

3. Through the NHL and the exclusionary and anticompetitive provisions in the NHL Constitution and By-Laws, members of the NHL have conspired to maintain, and have

willfully acquired and maintained, monopoly power in violation of Section 2 of the Sherman Act within their “home territories,” as defined by Section 4.1 of the NHL Constitution, by refusing to allow the relocation of NHL clubs to markets where existing clubs currently have NHL franchises.

4. The NHL and its members have conspired to create exclusive television and radio broadcast rights within designated territories through contracts with individual NHL members, thereby maintaining monopoly power within each team’s “home territory” by preventing others from broadcasting events within those territories.

JURISDICTION AND VENUE

5. On May 5, 2009, Coyotes, along with affiliated entities, filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in this Court.

6. Coyotes continues to operate its businesses and manage its properties as debtor-in-possession in accordance with Bankruptcy Code §§ 1107 and 1108.

7. The Court has jurisdiction over the Coyotes’ bankruptcy case and this Adversary Proceeding under 28 U.S.C. §§ 157 and 1334. This matter constitutes a non-core proceeding that is related to a case under 28 U.S.C. § 157.

8. Venue of Coyotes’ bankruptcy case and this Adversary Proceeding is proper in this District under 28 U.S.C. §§ 1408 and 1409.

9. Coyotes Hockey, LLC brings this action pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26, to enjoin the NHL’s violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C. §§ 1331 and 1337(a).

10. Coyotes Hockey, LLC also brings this action pursuant to Ariz. Rev. Stats. § 44-1408 to enjoin the NHL's violation of section 44-1402 of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stats. § 44-1402. This Court has subject matter jurisdiction over this claim pursuant to 28 U.S.C. § 1367.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 15 U.S.C. § 22, because the NHL transacts business in this District and a substantial part of the events or omissions giving rise to the claims occurred in this District.

THE PARTIES

12. The National Hockey League, headquartered at 1251 Avenue of the Americas, New York, New York, is an unincorporated association of 30 independently owned and operated professional ice hockey teams, or clubs, located in the United States and Canada. The NHL is the dominant provider of major league men's professional hockey contests in the world.

13. Each club that is a member of the NHL is a separate and independent business with a separate and independent owner, exercising significant autonomy in its business operations. While the clubs cooperate to schedule and produce professional ice hockey games and facilitate competition on the ice, the clubs compete off the ice in the sale of tickets, sponsorships, merchandise and concessions. For antitrust purposes, the member clubs of the NHL are competitors and are capable of conspiring under Section 1 of the Sherman Act.

14. Coyotes Hockey, LLC is a Delaware limited liability company. Coyotes Hockey, LLC independently owns and operates the Phoenix Coyotes, a professional ice hockey club and member of the NHL. The Coyotes club joined the NHL in 1979 as the Winnipeg Jets, and moved to Phoenix, Arizona, in 1996.

RELEVANT MARKET

15. The relevant product market is the provision of major league men's professional ice hockey contests. There are peculiar and unique characteristics that set major league men's professional ice hockey apart from other sports or leisure activities. Close substitutes do not exist, and watching or participating as a fan in major league men's professional ice hockey is not interchangeable with watching or participating as a fan in other sports, leisure pursuits or entertainment activities. Assuming a small, but significant, non-transitory increase in price to attend major league men's professional ice hockey, fans will not switch to attend other sports or entertainment activities. Accordingly, there is a unique and separate demand for major league men's professional ice hockey.

16. The relevant geographic market for the provision of major league men's professional ice hockey is Canada and the United States, where the NHL teams are located and where NHL games are played. Various geographic submarkets also exist, defined as a city, and fifty miles from the corporate limits of that city, in which only one existing NHL franchise is located. This area is defined as the "home territory" in Section 4.1 of the NHL Constitution. One example of such a geographic submarket is the Greater Toronto Area ("GTA"), *i.e.*, the market within fifty miles of Toronto's city limits.

17. The North American market for the provision of major league men's professional ice hockey is characterized by high barriers to entry. The NHL is the only provider of major league men's professional ice hockey in North America. No other hockey league in North America provides the quality of play comparable to the NHL. Previous attempts at forming a major league professional hockey league to compete with the NHL have failed (*e.g.*, the World Hockey Association). Additionally, while several professional hockey leagues exist in Europe,

expansion by these leagues into North America is stymied by prohibitive travel costs and insurmountable logistical difficulties. Moreover, an absolute barrier to entry exists in each geographic submarket by virtue of the absolute veto power granted to each NHL member to preclude the entry of competition into its exclusive “home territory.”

18. The NHL exercises monopoly power (the ability to control prices and exclude competition) in this market as it is the only provider of major league men’s professional ice hockey in North America.

19. The NHL is engaged in conduct, complained of herein, which has affected, and directly, substantially, and foreseeably restrained, interstate and foreign commerce.

FACTS RELEVANT TO COYOTES’ CLAIMS

A. The Coyotes Club Is Not Financially Viable in Phoenix.

20. Phoenix, Arizona, is a non-traditional hockey market. After 12 years in the desert, however, the Coyotes have been unable to build a large fan base. Indeed, while Phoenix is the fifth largest city with an NHL franchise, the Coyotes rank 24th out of 30 in the NHL in gate attendance, well behind smaller cities like Pittsburgh, Buffalo and Vancouver.

21. Absent a large enough fan base to generate sufficient revenues, the Coyotes have operated at a substantial loss, never posting a profit since moving to Arizona in 1996. During the last three years alone, Coyotes has suffered approximately \$73 million in operating losses. Since the Coyotes club moved to Phoenix, the ultimate-super-majority owners of the franchise have provided the franchise with approximately \$300 million to fund operations. Moreover, because the Coyotes have failed to achieve revenue and attendance standards last season and the current season just ending, the NHL penalized the club 25 percent and 40 percent respectively of its prospective revenue-sharing money.

22. For approximately one year the ultimate-super-majority owner of the Coyotes has made good faith efforts to locate a prospective purchaser or investor who will keep the Coyotes operating in Phoenix. Unfortunately, no one has expressed an interest or presented an offer to keep the Coyotes in Phoenix that would pay all or even most of the Coyotes' creditors.

23. PSE Sports & Entertainment LP ("PSE"), a Delaware limited partnership, desires to purchase the Coyotes club and move it to Hamilton, Ontario, a traditional hockey market. The controlling partner of PSE is James Balsillie, co-CEO of Research in Motion ("RIM"), Chairman of the Canadian International Council and the founder of the Balsillie School of International Affairs.

24. Because the Coyotes club has not demonstrated itself to be financially viable in Phoenix without a substantial financial incentive from the City of Glendale, Coyotes and PSE entered into an Asset Purchase Agreement dated May 5, 2009 (the "APA"). Coyotes and certain of its affiliates (collectively, the "Debtors") sought relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Court for the District of Arizona to implement the transaction contemplated by the APA. Mr. Balsillie supplied a personal guaranty for debtor-in-possession financing to fund the Debtors' operations pending finalization of a sale of the Coyotes club.

B. The NHL's Conspiracy to Oppose Relocation of the Coyotes Club.

25. PSE wishes to move the Coyotes club to Hamilton, Ontario, which is located approximately half way between Buffalo, New York and Toronto, Ontario, two locations with existing NHL clubs. Through public comments and otherwise, the NHL has made clear that it plans to oppose and prevent the relocation of the Coyotes to Hamilton, Ontario. While the NHL intends to effect this conspiracy by, among other things, unlawfully attempting to take control of

the Coyotes to prevent the sale to PSE, the NHL likewise has at its disposal various provisions in its Constitution and By-Laws that unlawfully restrict and constrain the transfer and relocation of member teams.

26. Article 4.3 of the NHL Constitution provides in part: “No franchise shall be granted for a home territory within the home territory of a member without the written consent of such member.” Article 4.1 of the NHL Constitution defines “home territory” to mean: “Each Member Club shall have exclusive territorial rights in the city which it is located and within fifty miles of that city’s corporate limits.”

27. The purpose and effect of Article 4.3 of the NHL Constitution is to unreasonably restrain trade by granting *de facto* exclusive territories to the NHL member clubs and allowing member clubs to protect their respective monopolies by preventing new team entry into territories where NHL franchises already exist.

28. Because the distance between downtown Hamilton and the Air Canada Center, where the Toronto Maple Leafs play their home games, is approximately 41 miles, the relocation of the Coyotes to Hamilton would place them within the “home territory” of the Maple Leaf franchise, and therefore subject to application of Article 4.3.

29. Granting another franchise absolute veto power over a competitor’s relocation to Hamilton, Ontario, is facially anticompetitive and would deny consumers the benefits that would flow from increased competition. A new NHL franchise in Hamilton, Ontario would compete with the Toronto Maple Leafs and Buffalo Sabres. Entry of a third NHL club in this traditional hockey region would increase competition, increase the output of hockey, increase the number of fans attending hockey games and increase fan intensity levels in the relevant market.

30. Upon information and belief, the Toronto Maple Leaf franchise has previously exercised and/or threatened to exercise its veto to block the relocation of one or more NHL franchises to Hamilton, Ontario, in each instance preserving and maintaining its market power in the GTA.

31. In 1993, Richard Peddie, President of the Toronto Maple Leafs, dismissed the relocation of the Ottawa Senators to Hamilton as something that “would not be acceptable to us [the Toronto Maple Leafs].” Mr. Peddie elaborated that because “franchises are a function of the market they’re in, the size, the demographics,” and “part of the value of the [Toronto] Maple Leafs is the territory,” permitting the relocation of another NHL franchise to Hamilton “would be giving away a lot of our [Toronto Maple Leafs] territory or sharing a lot of our territory, so that would be unacceptable.” As evidenced by Mr. Peddie’s comments, the sole purpose and effect of Article 4.3 of the NHL Constitution is to shield member clubs from competition that otherwise would exist, absent this veto power.

32. There is no pro-competitive justification to grant each NHL franchise absolute veto over whether to permit the relocation of a competitor club into its exclusive “home territory,” especially a franchise like the Toronto Maple Leafs, which is strong and established, with a large, loyal and enthusiastic fan base. Indeed, NHL teams such as the New York Rangers, New York Islanders and New Jersey Devils already compete within 50 miles of one another and have done so for many years, achieving both financial and on-ice success.

33. Other provisions in the NHL Constitution and By-Laws concerning club relocation are equally exclusionary and anticompetitive and are without any pro-competitive justification.

34. Among these provisions is Article 4.2 of the NHL Constitution, which provides in relevant part: “No member shall transfer its club and franchise to a different city or borough. No additional cities or boroughs shall be added to the League circuit without the consent of three-fourths of all the members of the League.”

35. In addition, Section 36 of the NHL By-Laws imposes a lengthy and, under the circumstances, unreasonable process for relocation of an NHL club. Section 36.1 requires an application for relocation to be filed no later than January 1 of the year prior to the year in which the club proposes it will commence its first season in the new location. Upon receipt of an application, moreover, the NHL Commissioner assigns responsibility to investigate the merits of the relocation proposal to one or more committees of the NHL, which may request any documentation or information from the applicant that the committee(s) deems necessary.

36. Taken together, these provisions unduly and unlawfully restrict the ability of NHL member clubs to relocate. Moreover, even if the NHL could proffer pro-competitive justifications for these provisions, their application to block the Coyotes’ proposed relocation to Hamilton, Ontario, would be unreasonable and anticompetitive.

37. Any application of Article 4.2 or Section 36 of the By-Laws would be unreasonable and anticompetitive, intended solely to prevent the proposed sale and subsequent move of the Coyotes to Hamilton. NHL Commissioner Gary Bettman has publicly stated in response to the bankruptcy filing that the Coyotes should and will remain in Arizona. Similarly, Bill Daly, Deputy Commissioner of the NHL, is quoted as saying within the last month that the NHL has “no desire to relocate any of our existing franchises,” and further stated that “[t]here is no consideration of bringing a second franchise to Toronto.” In short, the NHL has prejudged the relocation of the Coyotes in violation of its own anticompetitive provisions and already

concluded that the relocation will be opposed. Any attempt to apply Article 4.2 or Section 36 would be entirely pretextual and motivated by a desire to limit competition.

38. Application of the procedural requirements of Section 36 of the By-Laws are likewise anticompetitive because they would result in an unreasonably protracted investigation into the proposed sale and relocation. Any such delay would effectively scuttle the proposed sale to PSE and, in the absence of any other viable purchaser, result in the liquidation of the Coyotes franchise. Allowing the NHL to invoke these provisions would, in essence, grant the NHL a “pocket veto” of the transaction and the termination of the Coyotes franchise. Output, and therefore competition, in the relevant market would thereby be reduced to the detriment of consumers.

39. There is no pro-competitive justification to support application of Section 36 of the By-Laws in this context. Section 36.5 of the NHL By-Laws outlines a list of factors each member club must consider in determining whether to consent to the relocation of a member club. Consideration of these factors unquestionably counsels in favor of relocation:

a. “Whether the [Coyotes club] is financially viable in its present location and, if not, is there a reasonable prospect, based on any of the considerations set forth in subsections (b) through (j) below, or for any other reason, that it could become financially viable there, either under its present ownership or under new ownership.” The Phoenix Coyotes have never posted a profit since moving to Arizona in 1996. During the last three years, Coyotes has suffered approximately \$73 million in operating losses. Indeed, since the Coyotes club moved to Phoenix, the ultimate super-majority owners of the franchise have provided the franchise with approximately \$300 million to fund operations. Additionally, despite diligent and reasonable

efforts by the present owners over the last year, no prospective purchaser or investor has arisen who has offered a plan to make the club financially viable in Phoenix.

b. “The extent to which the fans have historically supported the [Coyotes] in its present location.” The Coyotes attendance levels at home rank 24th out of 30 in the NHL. Over the last three seasons, the Coyotes’ ticket revenues equaled approximately 41.3%, 43.0%, and 40.7% of total revenues, respectively, while average ticket revenues for an NHL club comprises approximately 50% of a club’s revenues. Accordingly, even though the Coyotes’ tickets are currently underpriced compared to other clubs (\$12.21 below the NHL average), fan attendance ranks near the bottom of the NHL. In short, fans have not supported the Coyotes in sufficient numbers to make the club financially viable. Indeed, the Coyotes’ twelve years in Phoenix demonstrate little potential for the development of the fan base in Phoenix that is necessary to make the club financially viable.

c. “The extent to which the Club has historically operated profitably or at a loss in its present location.” The Phoenix Coyotes has never posted a profit since moving to Arizona in 1996, and during the last three years, has suffered approximately \$73 million in operating losses.

d. “Whether the present owner of the [Coyotes] has made a good faith effort to find prospective purchasers who are prepared to continue operating the Club in its present location and/or has engaged in good faith negotiations with such prospective purchasers.” The present owner of the Coyotes endeavored diligently over the past year to locate a prospective purchaser or investor. The owner has engaged an experienced adviser to prepare and distribute a confidential information memorandum, and, at the urging of the NHL, has retained Citibank’s Private Banking Group to help sell the team. Those efforts have been unsuccessful as no one has

expressed an interest or presented an offer of a magnitude that would pay most of the creditors and keep the Coyotes in Phoenix.

e. “Whether there is any prospective purchaser of the Club and franchise who is prepared to continue operating the Club in its present location and, if so, whether any such prospective purchaser is willing and able, if necessary, to sustain losses during at least the initial years of its operation there.” As noted, good faith efforts to locate a prospective purchaser or investor willing to pay the creditors and operate the Coyotes in Phoenix have failed.

f. “The extent to which the Club might be operated in its present location in a more prudent, efficient, and cost-effective manner than it has been in the past.” The financial difficulties facing the Coyotes is not the result of how the club has been operated. The team has laid off personnel and reduced costs in an effort to lower the level at which it could break even, but these efforts have been unsuccessful without a substantial subsidy from the City of Glendale. Although the City of Glendale has cooperated in attempting to keep the team in Phoenix, there has been no commitment that would provide potential purchasers with sufficient financial incentives. The team has also contracted with younger players to reduce its payroll. For the 2007-2008 season the Coyotes had the fourth lowest payroll expense among the NHL clubs (over \$25 million lower than the highest paid team).

g. “The extent to which there is a reasonable prospect that significant revenues may become available to the Club within a reasonable time in its present location, either from the sale of media rights or from other sources.” There is no such “reasonable prospect.” Given the current economic slowdown, advance sales of tickets, advertising sales and sales of suites have been depressed.

h. “The extent to which local government authorities are prepared to reduce the operating costs of the Club, either by granting tax relief or otherwise.” Funds payable to the City of Glendale from the Coyotes and its arena management company have been largely pledged to help service the \$180 million in bonds issued by the City of Glendale to help fund the \$220 million construction cost of the arena. Those funds cannot be diverted, which is the reason the Coyotes have sought a direct subsidy from Glendale. Although a subsidy from the City is possible, no commitment would be made until a purchaser or owner group is identified. Many prospective purchasers were discouraged by the prospect of future losses with no firm commitment by the City of Glendale to provide a subsidy sufficient to overcome negative cash flow.

i. “The extent to which operating costs of the Club in its present location might be reduced through the willingness of the applicable arena authority to reduce the rent charged to the Club or otherwise to reduce the Club’s costs or increase its revenues, and/or through the willingness of other suppliers to reduce their charges for goods or services provided to the Club.” As previously noted, attempts to obtain concessions from the City of Glendale have not been successful. Reducing costs, however, is not the issue, as much as it is a need for capital to fund enough player recruitment to achieve enough success to attract fans and advertisers. The ultimate super-majority owners have expended more than \$300 million in an unsuccessful effort to bring the Coyotes to the point of economic viability.

j. “The adequacy of the arena in which the Club plays its home games and the willingness of the applicable arena authority to remedy any deficiencies in the arena.” The Coyotes moved into Jobing.com Arena in December, 2003. Although suitable as a hockey venue,

the arena was designed without offices for the team's management and employees. This has necessitated the lease of nearby facilities at a cost of more than \$1 million per year.

k. There will be a suitable major league professional hockey arena available in Hamilton, Ontario for the Coyotes to play its home games. Specifically, the Coyotes will play in Copps Coliseum, which has a capacity of 17,326 for hockey and previously hosted major hockey events such as the finals of the 1987 Canada Cup. The prospective owner, PSE, has arranged for funding substantial improvements in the Copps Coliseum, which will include luxury suites and other amenities that will make this arena among the best of those hosting NHL home games.

l. The demographic interest in hockey in Ontario, Canada is extremely high, which will be sufficient to make the franchise financially viable on a continuing basis. Hamilton, Ontario, moreover, has a population of approximately 500,000, and there are several nearby communities also with significant populations. Southern Ontario has a population of more than 7 million people, a substantial percentage of whom are likely to be avid hockey fans.

m. PSE, the prospective owner, is willing and able to sustain losses during the initial years of operation, and is further committed to operate profitably without subsidy from other NHL teams.

n. Relocation will improve the image of the NHL by immediately resolving the bankruptcy of a member team. Moreover, relocation of the Coyotes club to Ontario will create additional rivalries that are likely to increase substantially the number of paid fans attending Coyotes games both at home and while playing as the visiting team in the arenas of competing member clubs.

40. The sooner the transfer of the Coyotes to Hamilton, Ontario, is allowed to occur, the less disruptive it will be to a playing schedule that has not yet been developed. In fact, travel schedules are likely to be lighter with a team in Hamilton, Ontario, because teams from distant cities could combine trips to Toronto and Buffalo when they visit Hamilton.

41. Upon information and belief, the NHL, without even cursory consideration of the desirability of moving the Coyotes to Hamilton, Ontario, has already determined it will not consider the relocation of the Coyotes club.

C. The NHL Refusal to Permit Relocation of the Coyotes Club Restrains Competition and Creates Anticompetitive Effects That Will Lead to Consumer Harm.

42. Although individual teams are part of the NHL and many activities of the NHL are legitimate under the antitrust laws, including the negotiation of labor agreements with players, the negotiation of national television broadcasting arrangements, and the promulgation and enforcement of agreed rules of play, other activities which are anticompetitive and not necessary for the success of the NHL in providing major league, professional ice hockey games are illegal and unreasonable restraints of trade.

43. The antitrust laws prohibit this association of competitive teams, which has market power, from restricting the competitive activities of individual members of the NHL, except where such restriction is shown to be reasonably necessary to the success of the NHL or the achievement of some other legitimate, pro-competitive purpose.

44. NHL rules governing franchise relocations, and exclusive territories in particular, are harmful to consumers when, as in this case, those rules are used to create and sustain an exclusive territory as well as to prevent a team from entering another team's market and competing for fans. This is most egregious where teams face little competition from other sports leagues or entertainment, as is the situation in the geographic areas around Toronto and Buffalo.

45. Application of artificial constraints on moving the Coyotes to Hamilton, Ontario (*i.e.*, Articles 4.2 and 4.3 of the NHL Constitution and Section 36 of the NHL By-Laws) are illegal under the antitrust laws because these constraints serve no purpose, in the context of this case, except to lessen competition and maintain the dominant positions of the Toronto club in southern Ontario and the Buffalo club in northwestern New York by preventing another team from competing for fans with these NHL clubs. Controlling the relocation of franchises, and prohibiting such relocation because of increased competition with existing franchises crosses the line from permissible activity to illegal cartel activity by depriving consumers in the relevant markets of the benefits derived from increased competition: lower prices, higher quality and more variety.

FIRST CLAIM FOR RELIEF
(Violation of Section 1 of the Sherman Act)

46. Coyotes incorporates the allegations of paragraphs 1 through 45 by reference as if set forth in their entirety.

47. The NHL, along with the independent businesses that comprise the member clubs in the NHL, has engaged in a contract, combination or conspiracy with the purpose, intent and effect of restraining horizontal competition among the NHL member clubs.

48. The foregoing contract, combination or conspiracy has restrained competition between and among the NHL clubs in violation of Section 1 of the Sherman Act. It has led to anticompetitive effects in the alleged relevant markets, and caused injury to consumers and competition in those relevant markets.

49. The NHL's anticompetitive conduct has directly and proximately caused antitrust injury and threatened loss or damage to Coyotes' business and property, as set forth above.

Coyotes will continue to suffer antitrust injury and threatened loss or damage unless the NHL is enjoined from continuing to engage in the foregoing violations of law.

SECOND CLAIM FOR RELIEF
(Monopolization in Violation of Section 2 of the Sherman Act)

50. Coyotes incorporates the allegations of paragraphs 1 through 49 by reference as if set forth in their entirety.

51. The NHL possesses monopoly power in the market for major league men's professional hockey games in the relevant geographic market and each submarket.

52. By virtue of exclusionary and anticompetitive provisions in the NHL Constitution and By-Laws -- including the absolute veto power in Article 4.3 -- the NHL has willfully acquired and maintained monopoly power in the relevant geographic market and each submarket by blocking the relocation of member clubs, including the relocation of a competitive team in Hamilton, Ontario, thereby inhibiting the development of competition in the relevant geographic market and each submarket.

53. The above-described actions constitute monopolization of the relevant geographic market and each submarket in violation of Section 2 of the Sherman Act.

54. The NHL's anticompetitive conduct has directly and proximately caused antitrust injury and threatened loss or damage to Coyotes' business and property, as set forth above. Coyotes will continue to suffer antitrust injury and threatened loss or damage unless the NHL is enjoined from continuing to engage in the foregoing violations of law.

THIRD CLAIM FOR RELIEF
(Conspiracy to Monopolize in Violation of Section 2 of the Sherman Act)

55. Coyotes incorporates the allegations of paragraphs 1 through 54 by reference as if set forth in their entirety.

56. Members of the NHL, which are actual competitors in the market for major league men's professional hockey contests, have conspired with and through the NHL to maintain monopoly power in their "home markets" or "home territories" by refusing to allow the relocation of NHL clubs to markets where existing clubs currently have NHL franchises.

57. The NHL's anticompetitive conduct has directly and proximately caused antitrust injury and threatened loss or damage to Coyotes' business and property, as set forth above. Coyotes will continue to suffer antitrust injury and threatened loss or damage unless the NHL is enjoined from continuing to engage in the foregoing violations of law.

FOURTH CLAIM FOR RELIEF
(Violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stats. § 44-1402)

58. Coyotes incorporates the allegations of paragraphs 1 through 57 by reference as if set forth in their entirety.

59. The NHL, along with the independent businesses that comprise the member clubs of the NHL, have engaged in a contract, combination or conspiracy that has restrained the free exercise of competition in the above-described markets in this state or that has resulted in a monopoly, all in violation of Arizona Revised Statutes § 44-1402.

60. The NHL's anticompetitive conduct has directly and proximately caused antitrust injury and threatened loss or damage to Coyotes' business and property, as set forth above. Coyotes will continue to suffer antitrust injury and threatened loss or damage unless the NHL is enjoined from continuing to engage in the foregoing violations of law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Coyotes Hockey, LLC, prays that this Court:

(a) Enter judgment on each cause of action alleged in the Complaint in favor of Coyotes Hockey, LLC and against the National Hockey League;

(b) Permanently enjoin the National Hockey League from enforcing Articles 4.2 and 4.3 of the NHL Constitution and Section 36 of the NHL By-Laws to prohibit the relocation of the Coyotes club to Hamilton, Ontario;

(c) Award attorneys' fees and costs of this action; and

(d) Award such other and further relief as the Court deems just and proper.

Dated: May 7, 2009

s/ George Brandon

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