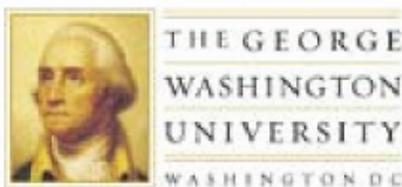


# The Burger Court Opinion Writing Database

*Golden State Transit Corp. v. Los Angeles*  
475 U.S. 608 (1986)

Paul J. Wahlbeck, George Washington University  
James F. Spriggs, II, Washington University in St. Louis  
Forrest Maltzman, George Washington University





Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
THE CHIEF JUSTICE

March 26, 1986

84-1644 - Golden State Transit Corp. v. City of Los Angeles

Dear Harry:

I join.

Regards,

Justice Harry Blackmun

Copies to the Conference

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE Wm. J. BRENNAN, JR.

March 14, 1986

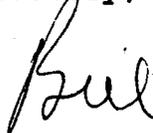
Golden State Transit Corp. v. Los Angeles

No. 84-1644

Dear Harry,

I have today joined your fine opinion in this case. Would you consider making a small change for me, however? In discussing the mootness issue at footnote 3 on page 5, you state that petitioner has a live damages claim based on pre-emption. I am not sure whether pre-emption provides a ground to recover damages under §1983; in any event, the question is a difficult one. Since your first answer (that intervening events have not "irrevocably eradicated the effects of the violation") is adequate to answer the mootness issue, might it not be better to delete this argument?

Sincerely,



Justice Blackmun

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE Wm. J. BRENNAN, JR.

March 14, 1986

Golden State Transit Corp. v. Los Angeles  
No. 84-1644

Dear Harry,

I agree.

Sincerely,

*Bill*

Justice Blackmun

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U.S. SUPREME COURT  
WASHINGTON, D.C. 20543

W  
Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE BYRON R. WHITE

March 15, 1986

84-1644 - Golden State Transit Corporation  
v. City of Los Angeles

Dear Harry,

Please join me.

Sincerely yours,



Justice Blackmun

Copies to the Conference

90 APR 11 11:11  
JUSTICE MARSHALL  
2017

*M*  
Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE THURGOOD MARSHALL

March 17, 1986

Re: No. 84-1644-Golden State Transit Corp. v.  
City of Los Angeles

Dear Harry:

Please join me.

Sincerely,

*T.M.*  
T.M.

Justice Blackmun

cc: The Conference

To: The Chief Justice  
Justice Brennan  
Justice White  
Justice Marshall  
Justice Powell  
Justice Rehnquist  
Justice Stevens  
Justice O'Connor

From: Justice Blackmun

Circulated: MAR 13 1986

Recirculated: \_\_\_\_\_

*HAS*  
*Please join me*  
*21*

1st DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 84-1644

**GOLDEN STATE TRANSIT CORPORATION, PETITIONER v. CITY OF LOS ANGELES**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[March —, 1986]

JUSTICE BLACKMUN delivered the opinion of the Court.

The city of Los Angeles, Cal., refused to renew Golden State Transit Corporation's taxicab franchise after the company's drivers went on strike. We are asked to decide whether, under *Machinists v. Wisconsin Employment Relations Comm'n*, 427 U. S. 132 (1976), the city's action is preempted by the National Labor Relations Act (NLRA), 29 U. S. C. § 151 *et seq.*

I

In 1980, Golden State, which operated taxicabs under the Yellow Cab name, applied to the city for a renewal of its operating franchise eventually scheduled to lapse on March 31, 1981. That franchise had first been acquired in 1977. On September 4, 1980, the city's Board of Transportation Commissioners recommended the renewal of Golden State's franchise—the largest, with approximately 400 cabs, of companies operating in Los Angeles—along with the franchises of 12 other taxi companies.

In October, while the franchise renewal application was pending, Golden State's labor contract with its drivers expired. The company and the drivers, represented by Local 572 of the International Brotherhood of Teamsters, signed a short-term contract in order that operations would continue while negotiation and mediation proceeded. This interim contract was to expire at midnight February 10, 1981, the

*3/14*  
*bin*  
*wait*

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March 19, 1986

Re: No. 84-1644, Golden State Transit v. Los Angeles

Dear Sandra:

Thank you for your letter of March 14. I am glad to accept your suggestion and shall eliminate the three next-to-the-last sentences of footnote 3 on page 5 of the proposed opinion, together with the reference to the Appendix. I, however, shall retain the very last sentence of the footnote.

Sincerely,

HAB

Justice O'Connor

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE HARRY A. BLACKMUN

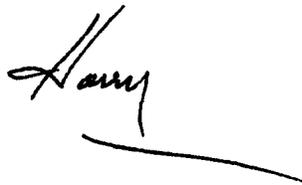
March 20, 1986

Re: No. 84-1644, Golden State Transit v. Los Angeles

Dear Bill:

Thank you for your suggestion. Sandra made about the same point. I am circulating a revised draft later today with the material omitted.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harry", with a long horizontal line extending to the right below the name.

Justice Brennan

STYLISTIC CHANGES

Pp. 2, 5

To: The Chief Justice  
Justice Brennan  
Justice White  
Justice Marshall  
Justice Powell  
Justice Rehnquist  
Justice Stevens  
Justice O'Connor

From: Justice Blackmun

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2nd DRAFT

## SUPREME COURT OF THE UNITED STATES

No. 84-1644

GOLDEN STATE TRANSIT CORPORATION, PETITIONER *v.* CITY OF LOS ANGELES

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[March —, 1986]

JUSTICE BLACKMUN delivered the opinion of the Court.

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### I

In 1980, Golden State, which operated taxicabs under the Yellow Cab name, applied to the city for a renewal of its operating franchise eventually scheduled to lapse on March 31, 1981. That franchise had first been acquired in 1977. On September 4, 1980, the city's Board of Transportation Commissioners recommended the renewal of Golden State's franchise—the largest, with approximately 400 cabs, of companies operating in Los Angeles—along with the franchises of 12 other taxi companies.

In October, while the franchise renewal application was pending, Golden State's labor contract with its drivers expired. The company and the drivers, represented by Local 572 of the International Brotherhood of Teamsters, signed a short-term contract in order that operations would continue while negotiation and mediation proceeded. This interim contract was to expire at midnight February 10, 1981, the

To: The Chief Justice  
Justice Brennan  
Justice White  
Justice Marshall  
Justice Powell  
Justice Rehnquist  
Justice Stevens  
Justice O'Connor

From: Justice Blackmun

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3rd DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 84-1644

**GOLDEN STATE TRANSIT CORPORATION, PETITIONER v. CITY OF LOS ANGELES**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[March —, 1986]

JUSTICE BLACKMUN delivered the opinion of the Court.

The city of Los Angeles, Cal., refused to renew Golden State Transit Corporation's taxicab franchise after the company's drivers went on strike. We are asked to decide whether, under *Machinists v. Wisconsin Employment Relations Comm'n*, 427 U. S. 132 (1976), the city's action is preempted by the National Labor Relations Act (NLRA), 29 U. S. C. § 151 *et seq.*

I

In 1980, Golden State, which operated taxicabs under the Yellow Cab name, applied to the city for a renewal of its operating franchise eventually scheduled to lapse on March 31, 1981. That franchise had first been acquired in 1977. On September 4, 1980, the city's Board of Transportation Commissioners recommended the renewal of Golden State's franchise—the largest, with approximately 400 cabs, of companies operating in Los Angeles—along with the franchises of 12 other taxi companies.

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Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE LEWIS F. POWELL, JR.

March 18, 1986

84-1644 Golden State Transit v. City of Los Angeles

Dear Harry:

Please join me.

Sincerely,

*Lewis*

Justice Blackmun

lfp/ss

cc: The Conference

86 MAR 18 11:01

JUSTICE MARSHALL  
20543

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE WILLIAM H. REHNQUIST

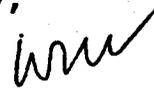
March 13, 1986

Re: 84-1644 - Golden State Transit Corp. v.  
City of Los Angeles

Dear Harry:

In due course, I will circulate a dissent.

Sincerely,



Justice Blackmun

cc: The Conference

82 MAR 13 65:21

JUSTICE MARSHALL  
20 MAR 13 1986

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To: The Chief Justice  
Justice Brennan  
Justice White  
Justice Marshall  
Justice Blackmun  
Justice Powell  
Justice Stevens  
Justice O'Connor

From: Justice Rehnquist

MAR 26 1986

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Recirculated: \_\_\_\_\_

1st DRAFT

## SUPREME COURT OF THE UNITED STATES

No. 84-1644

GOLDEN STATE TRANSIT CORPORATION, PETITIONER *v.* CITY OF LOS ANGELES

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[March —, 1986]

JUSTICE REHNQUIST, dissenting.

The City of Los Angeles refused to renew Golden State's taxicab franchise unless it settled a labor dispute with its drivers. The Court of Appeals for the Ninth Circuit stated that "[n]othing in the record indicates that the City's refusal to renew or extend Golden State's franchise until an agreement was reached and operations resumed was not concerned with transportation." Pet. 7a. Nonetheless, the Court today holds "that a city cannot condition a franchise renewal in a way that intrudes into the collective-bargaining process." *Ante*, p. 11. The extraordinary breadth of the Court's holding is best illustrated by comparing it to this Court's initial cases involving federal labor pre-emption.

In *Bethlehem Steel Co. v. New York State Labor Relations Board*, 330 U. S. 767 (1947), this Court addressed the permissible scope of state regulation of labor disputes by examining New York's so-called Little Wagner Act, under which foremen were permitted to unionize. The status of foremen under the federal Act had been a matter of dispute at the time that New York asserted its right to supervise the organization of a union of foremen at the Bethlehem Steel Company plant in that State. See *id.*, at 770. The State argued that its labor relations machinery could operate at least until similar benefits for foremen were sought by the union under the federal Act. See *id.*, at 771. This Court

STYLISTIC CHANGES THROUGHOUT

To: The Chief Justice  
Justice Brennan  
Justice White  
Justice Marshall  
Justice Blackmun  
Justice Powell  
Justice Stevens  
Justice O'Connor

From: Justice Rehnquist

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Recirculated: MAR 28 1986

2nd DRAFT

**SUPREME COURT OF THE UNITED STATES**

No. 84-1644

**GOLDEN STATE TRANSIT CORPORATION, PETITIONER v. CITY OF LOS ANGELES**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[March —, 1986]

JUSTICE REHNQUIST, dissenting.

The city of Los Angeles refused to renew Golden State's taxicab franchise unless it settled a labor dispute with its drivers. The Court of Appeals for the Ninth Circuit stated that "[n]othing in the record indicates that the City's refusal to renew or extend Golden State's franchise until an agreement was reached and operations resumed was not concerned with transportation." 754 F. 2d 830, 833 (1985). Nonetheless, the Court today holds that "a city cannot condition a franchise renewal in a way that intrudes into the collective-bargaining process." *Ante*, at 11. The extraordinary breadth of the Court's holding is best illustrated by comparing it to this Court's initial cases involving federal labor preemption.

In *Bethlehem Steel Co. v. New York State Labor Relations Board*, 330 U. S. 767 (1947), this Court addressed the permissible scope of state regulation of labor disputes by examining New York's so-called Little Wagner Act, under which foremen were permitted to unionize. The status of foremen under the federal Act had been a matter of dispute at the time that New York asserted its right to supervise the organization of a union of foremen at the Bethlehem Steel Company plant in that State. See *id.*, at 770. The State argued that its labor relations machinery could operate at least until similar benefits for foremen were sought by the

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Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

March 20, 1986

Re: 84-1644 - Golden State Transportation  
Corp. v. Los Angeles

Dear Harry:

One flyspeck in your opinion trouble me a little bit.

On page 10, footnote 8, I'm not sure that I agree with the last sentence and would be a little more comfortable if you simply omitted it.

Respectfully,



Justice Blackmun

Supreme Court of the United States  
Washington, D. C. 20543

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

March 21, 1986

Re: 84-1644 - Golden State Transportation  
Corp. v. Los Angeles

Dear Harry:

Please join me.

Respectfully,



Justice Blackmun

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U.S. SUPREME COURT  
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CHAMBERS OF  
JUSTICE SANDRA DAY O'CONNOR

March 14, 1986

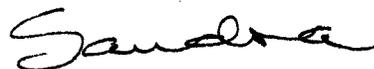
No. 84-1644 Golden State Transportation Corp. v.  
City of Los Angeles

Dear Harry,

I expect to join your persuasive opinion in this case, and agree that this case is not moot for the reasons you state in the first part of footnote 3. But I am troubled by footnote 3's suggestion that petitioner may have a "live damages claim" that is "based on pre-emption." This Court has apparently left open the question whether a claimed violation of the Supremacy Clause can give rise to a cause of action under §1983, see Chapman v. Houston Welfare Rights Organization, 441 U.S. 600, 617 (1979), though Chapman does hold that a federal district court does not have jurisdiction under 28 U.S.C. §1343(3) over a §1983 damages claim based on an asserted violation of the Supremacy Clause by state officials.

At least two Courts of Appeals have held that a damages claim based on an alleged violation of the Supremacy Clause is not cognizable under §1983. See Gould, Inc. v. Wisconsin Department of Industry, Labor and Human Relations, 750 F.2d 608 (CA7 1984), aff'd on other grounds, -- U.S. -- (1986); Pirola v. City of Clearwater, 711 F.2d 1006 (CA11 1983). I am not sure we should give the impression that such damages claims are cognizable, under §1983 or otherwise, since that is an important and open question with far-reaching consequences for state and local governments. Accordingly, would you be willing to delete the last four sentences of footnote 3?

Sincerely,



Justice Blackmun



CHAMBERS OF  
JUSTICE SANDRA DAY O'CONNOR

Supreme Court of the United States  
Washington, D. C. 20543

March 20, 1986

No. 84-1644 Golden State Transit v. Los Angeles

Dear Harry,

Please join me.

Sincerely,

*Sandra*

Justice Blackmun

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82 MAY 30 53:18

JUSTICE WASHINGTON  
20543

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