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6 *Attorneys for Plaintiffs*

7 **UNITED STATES DISTRICT COURT**  
 8 **DISTRICT OF ARIZONA**

9 ARIZONA CARDINALS FOOTBALL  
 10 CLUB LLC, a Delaware limited liability  
 11 company, and NATIONAL FOOTBALL  
 LEAGUE MANAGEMENT COUNCIL, a  
 non-profit association,

Case No.  
**COMPLAINT**

12 Plaintiffs,

13 v.

14 CALVIN PACE, an unmarried man,

15 Defendant.

16  
 17 For their Complaint against Defendant Calvin Pace (“Pace”), Plaintiffs Arizona  
 18 Cardinals Football Club LLC (the “Club”) and the National Football League  
 19 Management Council (the “NFL Management Council”) allege as follows.

20 **JURISDICTION AND VENUE**

21 1. This is an action to confirm an arbitration award pursuant to Section 301 of  
 22 the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185 *et seq.* This Court has  
 23 subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. §  
 24 185(c).

25 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 29 U.S.C.  
 26 § 185(a).

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**PARTIES**

3. The Club is one of the member clubs of the National Football League (“NFL”) with its principal place of business in Tempe, Arizona.

4. The NFL Management Council is an unincorporated non-profit association of the member clubs of the NFL, and is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL.

5. Pace is a professional football player who was employed by the Club in Tempe, Arizona at all times relevant to this action.

**FACTS**

6. The National Football League Players Association (“NFLPA”) is a labor organization certified by the National Labor Relations Board as the exclusive bargaining representative of all NFL players.

7. The parties are bound by a Collective Bargaining Agreement (“CBA”) negotiated between the NFL Management Council (on behalf of the NFL member clubs, including the Club) and the NFLPA (on behalf of all NFL players, including Pace). Relevant portions of the CBA applicable to this dispute are attached as Exhibit A.

8. All NFL Players employed by a member club must enter into an NFL Player Contract, which is incorporated in and governed by Article XIV of the CBA. *See* Ex. A at 39-44; 231-39.

9. The CBA contains an arbitration provision that mandates submission of all disputes between the parties involving the interpretation of, application of, or compliance with the CBA and the NFL Player Contract to final and binding arbitration before a mutually selected arbitrator. *See* Ex. A at 22-26; 237.

10. In accordance with the CBA, the Club and Pace entered into a four-year NFL Player Contract on July 29, 2003 setting forth the terms of Pace’s employment.

1           11. Pace’s contract provided for certain bonus payments conditioned upon his  
2 adherence to all of the terms of his contract. Portions of Pace’s bonus payments were  
3 subject to forfeiture if he “fail[ed]” “to report, practice or play with the [Club].”

4           12. On October 15, 2005, Pace severely injured his arm while wrestling with a  
5 friend. The injury precluded Pace from playing football for approximately four months  
6 and ended Pace’s season. This failure to report, practice, and play with the Club  
7 constituted a breach of Pace’s contract and triggered the contract’s forfeiture provisions.

8           13. On January 13, 2006, the Club and the NFL Management Council filed a  
9 non-injury grievance against Pace, demanding that Pace repay the Club \$2,773,437.00 in  
10 accordance to the terms of his Player Contract.

11           14. Pursuant to Article IX of the CBA, the non-injury grievance was subject to  
12 arbitration. *See* Ex. A at 22-26.

13           15. On January 27, 2010, an arbitration hearing was conducted before  
14 Arbitrator Michael H. Beck. The hearing took place in Tempe, Arizona. Present at the  
15 hearing were counsel for the NFL Management Council, on behalf of the Club, and  
16 counsel for the NFLPA, on behalf of Pace.

17           16. On July 22, 2010, Arbitrator Beck issued a written final award (“Award”),  
18 which is attached as Exhibit B.

19           17. In relevant part, the Award states as follows: “I. The Arizona Cardinals  
20 are contractually entitled to receive from Calvin Pace the sum of \$2,773,437.00;  
21 II. Therefore, it is ordered that Calvin Pace pay to the Arizona Cardinals the sum of  
22 \$2,773,437.00.” Ex. B at 13.

23           18. Under Article IX, Section 8 of the CBA, the Award constitutes the “full,  
24 final and complete disposition of the grievance, and will be binding upon the player(s)  
25 and Club(s) involved and the parties to this Agreement....” Ex. A at 25.

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