



1 contracts with the Oilers “contained virtually identical provisions, but specified that  
2 Texas law, not Tennessee law, would govern.” (*Id.* at 3.) In addition, the Players’  
3 contracts each contain a provision that it was “made under and shall be governed by  
4 the laws of” Tennessee or Texas, depending on the club with which the Player signed.  
5 (*Id.*) The Players have all filed claims for workers’ compensation benefits before the  
6 California Workers’ Compensation Appeals Board, seeking benefits under California  
7 law. (*Id.*)

8       On December 11, 2009, the National Football League Management Council filed  
9 a grievance against the Players for pursuing workers’ compensation claims under  
10 California law in violation of their contracts. The Management Council argued that the  
11 grievance should be sustained because the Players violated the terms of their contracts.  
12 The Players argued that the choice-of-law provision in their contracts could not be  
13 enforced as a matter of public policy because it violated federal labor law, the Full  
14 Faith and Credit Clause of the United States Constitution, as well as Tennessee, Texas,  
15 and California law. Arbitrator Michael H. Beck issued an Award sustaining the  
16 Management Council’s grievance on May 4, 2012. (*Id.* at 15.) Arbitrator Beck ordered  
17 the Players to “cease and desist from attempting to persuade the California tribunals to  
18 apply California law to their workers’ compensation claims” and to “withdraw from the  
19 California proceeding” if those tribunals refused to apply Tennessee or Texas law.  
20 (*Id.*)

21       Plaintiffs Tennessee Football, Inc. and the Management Council filed suit on  
22 November 21, 2012, naming the National Football League Players Association and  
23 sixty individual Players as Defendants. The Complaint seeks confirmation of the  
24 Arbitration Award.

25       Presently before the Court is Plaintiffs’ Motion to Confirm Arbitration Award.  
26 (Docket No. 15.) None of the Defendants have filed an opposition.

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**DISCUSSION**

“[F]ederal labor policy strongly favors the resolution of labor disputes through arbitration.” *United Food & Commercial Workers Int’l Union, Local 588 v. Foster Poultry Farms*, 74 F.3d 169, 173 (9th Cir. 1995). “As long as the award draws its essence from the contract, meaning that on its face it is a plausible interpretation of the contract, then the courts must enforce it.” *Sheet Metal Workers’ Int’l Ass’n Local Union No. 359 v. Madison Indus., Inc., of Ariz.*, 84 F.3d 1186, 1190 (9th Cir. 1996) (internal quotation marks omitted). “[J]udicial review of an arbitration award is both limited and highly deferential.” *Id.*

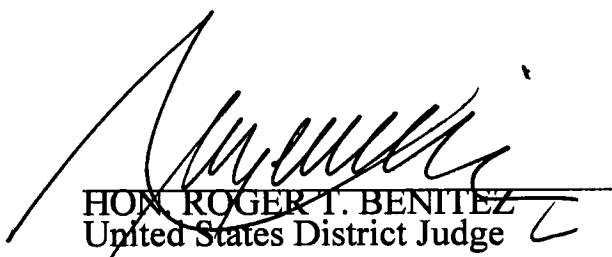
Here, the plain meaning of the choice-of-law provisions in the Players’ contracts is that the Players’ workers’ compensation claims must be evaluated under the selected law—either Tennessee or Texas law—rather than California law. Because the Arbitrator’s Award “draws its essence” from the contract language, the Award is confirmed. As this issue is dispositive, Plaintiffs’ remaining arguments will not be addressed.

**CONCLUSION**

For the reasons stated above, Plaintiffs’ Motion to Confirm Arbitration Award is **GRANTED**.

**IT IS SO ORDERED.**

DATED: 6/29/13

  
HON. ROGER T. BENITEZ  
United States District Judge