

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No: \_\_\_\_\_

PDB SPORTS, LTD., d/b/a  
THE DENVER BRONCOS FOOTBALL CLUB  
and NATIONAL FOOTBALL LEAGUE  
MANAGEMENT COUNCIL,

Petitioners,

v.

ASHLEY LELIE and  
NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION,

Respondents.

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**PETITION TO CONFIRM ARBITRATION AWARD**

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Petitioners, PDB Sports, Ltd., d/b/a The Denver Broncos Football Club (the “Broncos”) and the National Football League Management Council (collectively, “Petitioners”), seek confirmation of an arbitration award against Respondents, Ashley Lelie and the National Football League Players Association (collectively, “Respondents”), and entry of judgment in conformity with the arbitration award.

*Summary of Petition*

This is a petition filed pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-13, to confirm an arbitration award entered in accordance with a collective bargaining agreement

subject to the Labor-Management Relations Act, 29 U.S.C. § 185, and to enter a judgment in conformity with the arbitration award.

*Parties and Jurisdiction*

1. The Denver Broncos Football Club is one of the member clubs of the National Football League (“NFL”) with its principal place of business in Englewood, Colorado.

2. The National Football League Management Council (“NFL Management Council”) is an association with its principal place of business in New York, New York. The NFL Management Council is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL.

3. Ashley Lelie (“Lelie”) was a professional football player employed by the Broncos when events that are the subject of the underlying arbitration occurred. Upon information and belief, Lelie is currently employed and residing in California.

4. The National Football League Players Association (“NFLPA”) is an association incorporated in the Commonwealth of Virginia with its principal place of business in Washington, D.C. The NFLPA is a labor organization certified by the National Labor Relations Board as the exclusive bargaining representative of all NFL players. The NFLPA regularly represents players employed in the District of Colorado, and some of its members reside in this judicial district.

5. The arbitration award that is the subject of these proceedings for confirmation arose from and was rendered pursuant to a collective bargaining agreement within the meaning of the Labor-Management Relations Act, 29 U.S.C. § 185.

6. This Court has jurisdiction over these proceedings under 28 U.S.C. § 1331 and 29 U.S.C. § 185.

7. Venue is proper in this District pursuant to 9 U.S.C. § 9, 28 U.S.C. § 1391, and 29 U.S.C. § 185.

*Facts*

8. 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 Broncos) and the NFLPA (on behalf of all NFL players). A copy of the relevant portions of the *2006 NFL Collective Bargaining Agreement* is attached as Exhibit A.

9. In accordance with the CBA, the Broncos and Lelie entered into an NFL Player Contract setting forth the terms of Lelie’s employment by the Broncos.

10. Prior to his breach of the NFL Player Contract, Lelie’s performance under the NFL Player Contract occurred in large part in Arapahoe County and the City and County of Denver, Colorado.

11. Based on Lelie’s breach of his NFL Player Contract, the Broncos and the NFL Management Council filed a non-injury grievance on September 11, 2006, against Lelie and the NFLPA pursuant to Article IX of the CBA (“Article IX”). *See* CBA at 23-27. The grievance requested an order from the arbitrator requiring Lelie to repay the Broncos \$660,000 in signing bonus money.

12. The Broncos and the NFL Management Council filed a second non-injury grievance on September 25, 2006, against Lelie and the NFLPA pursuant to Article IX. The second grievance requested an order from the arbitrator requiring Lelie to pay the Broncos \$378,000 in fines.

13. Pursuant to Article IX of the CBA, the consolidated non-injury grievance (consolidating the grievances filed by the Broncos and the NFL Management Council on

September 11, 2006 and September 25, 2006) against Lelie and the NFLPA was subject to arbitration. *See* CBA at 23-27.

14. On March 12 and March 23, 2007, an arbitration hearing was conducted before an arbitrator as provided by Article IX of the CBA. The March 12<sup>th</sup> portion of the hearing took place in Arapahoe County, Colorado, and the March 23<sup>rd</sup> portion of the hearing took place in New York, New York.

15. An arbitration award was rendered in the form of the April 23, 2007, Arbitrator's Opinion and Award ("Arbitration Award"). A copy of the Arbitration Award is attached as Exhibit B.

16. The decision of the arbitrator as stated in the Arbitration Award is: "The Club's grievance is denied in part and granted in part as set forth in the above Findings. Ashley Lelie shall forthwith repay the Denver Broncos the total sum of \$660,000." Arbitration Award at 25.

17. Under Article IX, Section 8 of the CBA, the Arbitration Award constitutes the "full, final and complete disposition of the grievance, and will be binding upon the player(s) and Club(s) involved and the parties to this Agreement...." CBA at 25.

18. To date, Lelie has not complied with the Arbitration Award and he has failed to pay the sum awarded to the Broncos.

19. Lelie has not sought to vacate, modify, or challenge the Arbitration Award.

20. Petitioners are entitled to confirmation of the Arbitration Award and entry of judgment in conformity with the award pursuant to the Labor-Management Relations Act, 29 U.S.C. § 185, and §§ 9 & 13 of the FAA. *See Miami Dolphins Ltd. v. Williams*, 356 F. Supp. 2d 1301 (S.D. Fla. 2005).

WHEREFORE, Petitioners, the Denver Broncos Football Club and the National Football League Management Council, seek an order (i) confirming the arbitration award against Respondents, Ashley Lelie and the National Football League Players Association, (ii) entering judgment in favor of the Broncos against Lelie for the sum of the sum of \$660,000.00, plus interest from the entry of the Arbitration Award, (iii) awarding Petitioners their attorneys' fees and costs in bringing this action, and (iv) providing Petitioners with such other and further relief as the Court deems proper.

Respectfully submitted,

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