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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
BROWARD DIVISION

MIAMI DOLPHINS, LTD., and  
NATIONAL FOOTBALL LEAGUE  
MANAGEMENT COUNCIL,

Petitioners,

vs.

Case No. 04-61422 Civ

COHN

ERRICK L. "RICKY" WILLIAMS and  
NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION,

Respondents

\_\_\_\_\_ /

**ANSWER OF NATIONAL FOOTBALL LEAGUE PLAYERS  
ASSOCIATION AND ERRICK L. WILLIAMS TO  
PETITION TO CONFIRM ARBITRATION AWARD**

Respondents National Football League Players Association, Inc.

("NFLPA") and Errick L. Williams, by their undersigned attorneys, hereby answer the  
Petition To Confirm Arbitration Award, filed October 28, 2004 ("Petition"), in this  
action, as follows:

1. Admit, except aver that the "principal place of business" of Miami Dolphins, Ltd. (the "Dolphins") is a legal conclusion as to which no response is required or necessary.
2. Admit the first sentence, except deny sufficient information or belief to admit or deny whether the National Football League Management Council ("NFLMC") is an "association," and aver that the "principal place of business" of the

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NFLMC is a legal conclusion as to which no response is required or necessary. Admit the second sentence.

3. Admit, except aver that the residency of Mr. Williams is a legal conclusion as to which no response is required or necessary.

4. Admit, except aver that the NFLPA is a corporation and that the “principal place of business” of the NFLPA is a legal conclusion as to which no response is required or necessary.

5. Admit.

6. Admit.

7. Admit.

8. Admit.

9. Admit that the Dolphins and Mr. Williams entered into an employment contract, but otherwise deny. Aver that the terms of Mr. Williams’ employment are governed by the Collective Bargaining Agreement between the NFLPA and the NFLMC, as amended January 8, 2002 (“CBA”), in its entirety, and the Stipulation and Settlement Agreement, as amended January 8, 2002, in *White v. National Football League*, No. 4-92-906 (D. Minn.) (Doty, J.), in its entirety, and applicable law.

10. Admit, except aver that the allegation that Mr. Williams’ conduct constituted a “breach” is a legal conclusion as to which no response is required or necessary.

11. Admit, except aver that the allegation that Mr. Williams committed a “breach” of the player contract is a legal conclusion as to which no response is required or necessary.

12. Admit.

13. Admit, except aver that whether the arbitration hearing was “conducted in accordance with Article IX” of the CBA is a legal conclusion as to which no response is required or necessary.

14. Admit.

15. Deny. The opinion issued by the Non-Injury Grievance Arbitrator speaks for itself.

16. Admit that Article IX of the CBA contains the quoted language (i.e., Article IX, § 8 states: “The decision of the arbitrator will constitute 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 . . .”), but aver that (i) Petitioners have omitted the remaining language of this provision, and (ii) all arbitration awards are subject to applicable law.

17. Admit that Mr. Williams has not paid the sum specified in the Award, and otherwise aver that the Arbitration Award, inter alia, is contrary to applicable law.

18. Admit that, as of the date of the Petition, Mr. Williams had not sought to vacate, modify or challenge the award, but aver that Mr. Williams and the NFLPA shall timely do so.

19. Deny.

**AFFIRMATIVE DEFENSES**

The Petition to Confirm Arbitration Award should be denied, and the Award should be vacated, modified, corrected, or set aside for, inter alia, the following reasons:

20. The Award must be vacated, modified, corrected, or set aside because the arbitrator acted in manifest disregard of the clear and unequivocal laws of Florida and Louisiana.

21. The Award must be vacated, modified, corrected or set aside because enforcement of the Award would violate well-established public policy.

22. The Award must be vacated, modified, corrected or set aside because it is arbitrary and capricious.

Dated: November 24, 2004

Respectfully submitted,

By: Edward Soto

Edward Soto (FBN 265144)  
WEIL, GOTSHAL & MANGES LLP  
1395 Brickell Avenue, Suite 1200  
Miami, Florida 33131  
Telephone: (305) 577-3100  
Facsimile: (305) 374-7159  
Email: Edward.soto@weil.com

Jeffrey L. Kessler, Esq.  
David G. Feher, Esq.  
Melanie Moss  
DEWEY BALLANTINE LLP  
1301 Avenue of the Americas  
New York, New York 10019  
Telephone: (212) 259-8000

Richard A. Berthelsen, Esq.  
General Counsel  
National Football League Players  
Association  
2021 L Street, N.W.  
Washington, D.C. 20036  
Telephone: (202) 463-2000

Counsel for Errick L. Williams and  
National Football League Players  
Association, Inc.

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a copy of Answer of National Football League Players Association and Errick L. Williams to Petition to Confirm Arbitration Award was served via U.S. Mail and facsimile transmission this 24th day of November, 2004 to the individuals listed below.

Stanley H. Wakshlag, Esq.  
Christopher S. Carver, Esq.  
AKERMAN SENTERFITT  
One Southeast Third Avenue, 28th Floor  
Miami, Florida 33131

Daniel L. Nash, Esq.  
AKIN GUMP STRAUSS HAUER &  
FELD LLP  
Robert S. Strauss Building  
1333 New Hampshire Avenue, N.W.  
Washington, D.C. 20036-1564

By:   
Edward Soto