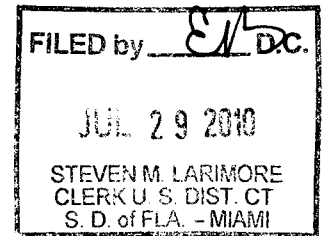


**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**



EUGENE "MERCURY" MORRIS, *pro se*,

Plaintiff,

vs.

Case Number: _____

NATIONAL FOOTBALL LEAGUE
RETIREMENT BOARD,

Defendant.

_____ /

COMPLAINT

This Action is brought by me, Eugene "Mercury" Morris, *pro se*, a Plan Participant under the Bert Bell NFL Player Retirement Plan ("NFL Retirement Plan"), against the National Football League ("NFL") Retirement Board pursuant to 29 U.S.C., §1132(a)(1)(B) to recover benefits due me under the terms of the NFL Retirement Plan, to enforce my rights under the terms of the NFL Retirement Plan and to clarify my rights to future benefits under the terms of the NFL Retirement Plan.

I filed for my deferred retirement benefits under the NFL Retirement Plan on January 11, 2008 and began receiving a retirement benefit on February 1, 2008. The NFL Retirement Board's payments to me of \$3102.07 per month have been and are less than the amount to which I am entitled. I am entitled to receive \$756.70 per month for each of my eight credited seasons of playing NFL football for a monthly benefit due me of \$6,053.60, on the following two grounds:

1. The amount of my retirement benefits under the NFL Retirement Plan and its amendments are subject to the terms of the 1991 Settlement Agreement and Specific

Release (“SASR”) between me and the Defendant dated January 29, 1991¹. (See Exhibit No. 1.) See, June 26, 1997 Order of United States District Judge K. Michael Moore, page5, paragraph 3, titled “Settlement Agreement”, in Case No. 963379-CIV-Moore, *Morris v. NFL Retirement Plan* (Exhibit No. 2).

a. The SASR, Section 9, requires that I be paid retirement benefits, unmodified, unaltered and undiminished, based on the NFL Retirement Plan and any amendments thereto.

b. The NFL Retirement Board pays me \$387.76 per credited season per month (reflecting the 25% reduction discussed in paragraph 2 below), based on the old, original Bert Bell NFL Retirement Plan, at Article 4 amounts. (See Exhibit No. 3.) For eight credited seasons, I receive \$3102.07 per month.

c. The NFL Retirement Plan, since 1991, has been amended several times to increase benefits and currently pays retirement benefits at \$470.00 per credited season per month. In my case, with eight credited seasons, including my deferred retirement benefit amount, that equals 161% of the benefit credits at 61 years of age at \$756.70 a month for a monthly benefit of \$6,053.60.

d. Therefore, the NFL Retirement Board’s payment to me of \$387.76 per month for eight credited seasons is deficient by the amount of \$368.94 per month. I am entitled

¹ In 1991, I received \$295,000.22 in a settlement of my tort suit claims against the NFL Retirement Plan trustees. The settlement was for all my disability benefit rights under the NFL Retirement Plan. The NFL Retirement Plan has two benefits: (1) disability benefits; and (2) retirement benefits. The 1991 SASR settlement sum encompassed all my disability benefits, established that the SASR modified the Plan’s terms as applied to my benefits, and required that my retirement benefits, under Section 9, be paid to me in unmodified, unaltered and undiminished amounts based on the NFL Retirement Plan and any amendments thereto. See, Judge Moore’s 1997 Order (Exhibit No. 2).

to \$6,053.60 per month in future retirement benefits and the total amount of the deficiencies in the payments I have received since the beginning of my retirement payments is \$91,497.12 as of August 1st, 2010.

2. The Defendant's determination that the NFL Retirement Plan section 4.6 requires a reduction of 25% of the Bert Bell NFL Retirement Plan's benefits if the player left the NFL after March 1, 1977, and received an Early Payment Benefit, does not apply to me.

a. The 25% reduction does not apply to my retirement benefits. The Plan's terms at Section 4.6 and 4.6A provide the line of demarcation for those players who elected to take the 25% Early Payment Benefit but left football prior to the dates established by the 1977 CBA in the Bert Bell Plan, effective April 1, 1984 and amended November 13, 1986.

The Plan states that those players who left football or made application for this benefit prior to the dates established by the Plan's terms "shall not be adjusted to reflect the distribution of the Early Payment Benefit".

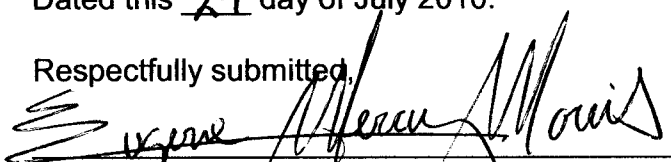
b. I left the NFL in December 1976. In December 1976, I told San Diego Chargers' General Manager, John Saunders that I was departing from the NFL and was not coming back to NFL football. I recorded the event of my departure from NFL football by declaration to Mr. Saunders in my autobiography, *Against The Grain*, page 98, published in 1988. I left NFL football before March 1, 1977; therefore, according to the Plan, a 25% reduction in retirement benefits does not apply to me.

WHEREFORE, I respectfully request the Court to enforce my rights to retirement benefits of \$6,053.60 per month, order the defendant to cease the reduction of 25% of

the Plan's retirement benefits and pay the total amount of the deficiencies in retroactive payments due to me, plus 6% interest.

Dated this 29 day of July 2010.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eugene Mercury Morris". The signature is written in a cursive style and is positioned above a horizontal line.

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