

EXHIBITS LISTED IN PLAINTIFF'S COMPLAINT

-Exhibit (1.) the 1991 settlement agreement between the Plan and Mr. Morris

-Exhibit (2.) Judge Moore's 1997 Decision and Order

-Exhibit (3.) Bert Bell Retirement Benefit amendments & increases under article 4 of the plan

SETTLEMENT AGREEMENT AND SPECIFIC RELEASE

THIS Settlement Agreement and Specific Release is made and entered into by and between Eugene "Mercury" Morris, his heirs, executors, administrators, legatees, distributees, personal and legal representatives, agents, servants, employees, successors and assigns (all of the foregoing being hereinafter collectively referred to as "Morris") and the Bert Bell NFL Player Retirement Plan and The National Football League and the National Football League Management Council and the National Football League Players' Association, all of their collective past and present officers, commissioners, directors, trustees, administrators, insurers, Medical Advisory Board physicians and Medical Advisory Plan physicians or other medical examiners including "neutral" physicians, agents, servants, employees, personal and legal representatives, attorneys, successors, assigns and constituent member clubs (all of the foregoing being hereinafter collectively referred to as "the Plan").

WITNESSETH THAT

WHEREAS, Morris has presented a claim for both line-of-duty and total and permanent disability benefits under the Plan; and

WHEREAS, Morris has asserted other claims for damages arising out of the alleged inappropriate handling of his disability claim and additionally has claimed damages for (including, but not limited to) mental anguish, emotional distress and aggravation of a pre-existing neurological condition; and

WHEREAS, pursuant to the appropriate provisions of the Plan, Morris' applications for both line-of-duty and total and permanent disability benefits were ultimately submitted to arbitration and hearing thereon and which proceeding was not concluded at the time of this Settlement Agreement and Specific Release; and

WHEREAS, at the time and date of the arbitration hearing, The Retirement Board of the Plan had offered Morris \$60,000 in settlement of his line-of-duty and total and permanent disability claims; and

WHEREAS, the Plan has specifically denied Morris' allegations in his disability applications to the Plan and all other allegations; and

WHEREAS, as hereinafter more fully provided, Morris and the Plan desire to resolve and settle this matter among themselves so as to conclude with finality all of the dispute(s) between the parties and intend that this Settlement Agreement and Specific Release shall constitute the final settlement document/agreement of the parties; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Settlement Agreement and Specific Release, and for other good and valuable consideration, the receipt and sufficiency of which Morris and the Plan hereby acknowledge, Morris and the Plan hereby agree as follows:

Section 1. Recitals. The above recitals are, and shall be construed to be, an integral part of this Settlement Agreement and Specific Release.

Section 2. Payment. Upon the execution by Morris and delivery of a facsimile copy of the Settlement Agreement and Specific Release pending expeditious execution thereof by the Plan, the Plan will pay to Morris the amount of **Two Hundred Ninety-Five Thousand Dollars and Twenty-Two Cents (\$295,000.22)**. Mr. Morris, by execution of this agreement, specifically authorizes the Plan to forthwith wire transfer the sum identified in this Section to his attorneys' trust account (as identified). Each signator shall expeditiously receive an executed duplicate original of this Agreement. However, upon the completion of the wire transfer, the Specific Release noted in Section 3 below will be effective.

Section 3. Specific Release by Morris. Except for a breach by the Plan of this Settlement Agreement and Specific Release and except as set forth in Section 9 hereunder, Morris, for and in consideration of the total sum of **Two Hundred Ninety-Five Thousand Dollars and Twenty-Two Cents (\$295,000.22)** to him paid pursuant to Section 2 above by or on behalf of the Plan, as defined above, the receipt of which is hereby acknowledged [except as set forth in Section 9 below], does hereby absolutely, irrevocably and forever discharge, relinquish and release the Plan, as defined above, from any and all liability, under the provisions of the Bert Bell NFL Player Retirement Plan, now accrued or hereafter to accrue, or whether or not known, suspected or claimed by Morris, on account of any and all claims, actions, causes of action (including, but not limited to, any alleged intentional action), debts, dues,

damages, including special, incidental and consequential, compensatory and punitive damages, costs, expenses and demands of every name and nature, both at law and in equity, which Morris ever had, now has or may hereafter have against the Plan, or by virtue of the provisions of the Bert Bell NFL Player Retirement Plan, regarding compensation/benefits available or due, or past due, under the terms and provisions of the Bert Bell NFL Player Retirement Plan (and past amendments thereto) and, by virtue of these presents, does hereby also fully release and forever discharge the Plan regarding all of the above, concerning benefits, disability benefits, claims, medical/hospital expenses, demands, costs, loss of services, loss of earnings, lost wages, lost business, breach of contract and earning potential, expenses, expert witness fees, attorneys' fees, compensation as *related compensatory damages or punitive damages*, on account of or in any way growing out of any and all known or unknown injuries, or residuals thereof, and death (which may hereafter result), including any claims/damages resulting or arising out of or in connection with that certain incident or events which occurred on or about or during Morris' active NFL career as a professional football player for the Miami Dolphins and the San Diego Chargers, and/or arising out of any other NFL activity as a professional football player (e.g., Pro Bowl, etc.) and for *additional specific consideration included in the total settlement payment of the aforesaid amount*, Morris *further* specifically releases the Plan as defined above, from any and all *other* liability now accrued or hereafter to accrue, and demands of every name

and nature, both at law and in equity, which Morris ever had, now has or may hereafter have against the Plan (except as specified in Section 9 below) for compensatory damages resulting or arising from such alleged conduct while Morris had an application for disability benefits pending, including damages for emotional/psychological/neurological distress, or aggravation of a preexisting condition and aggravation/enhancement of cluster/migraine headaches/mental distress and anxiety. Although the Plan does not readily admit that Morris is entitled to such damages, the Plan acknowledges that such claims/allegations were made, verbally and in writing, by Morris directly or through his legal counsel.

Intention of the Parties. Except as set forth in Section 9 below, it is the intention of the parties *by this Release* to release and discharge all claims/allegations or other liability now accrued or hereafter to accrue, or whether or not known, suspected or claimed by Morris, on account of any and all claims, actions, causes of action (including, but not limited to, any alleged intentional action), debts, dues, damages, including special, incidental, and consequential, compensatory and punitive damages, costs, expenses, and demands of every name and nature, both at law and in equity, which Morris ever had, now has or may hereafter have against the Plan as defined above regarding any matter, including, but not limited to, claims/allegations of bad faith, deliberate/intentional conduct, gross negligence regarding delay in payment of benefits, or improper evaluation of the disability claims, so as to

conclude with finality the dispute(s) between the parties.

Section 4. Complete Resolution of Disability Applications.

Upon payment of the sum set forth in Section 2 above and upon mutual execution and delivery of this Settlement Agreement and Specific Release, Morris agrees that his disability applications are to be deemed fully resolved.

Section 5. Liability. Nothing contained in this Settlement Agreement and Specific Release or any other agreement or instrument delivered by the Plan to Morris shall constitute an admission that it is liable to Morris or has committed or done any act that in any way violates any legal duty to Morris.

Section 6. Headings and Interchangeability. The headings of sections contained in this Settlement Agreement and Specific Release are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Settlement Agreement and Specific Release. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context.

Section 7. No Modification. No modification of this Settlement Agreement and Specific Release and Specific Release may be made, unless in writing and signed by or on behalf of the *party to be bound* by such modification.

Section 8. Survival. Notwithstanding anything to the contrary contained in this Settlement Agreement and Specific Release, the

representations, covenants, releases and agreements made in this Settlement Agreement and Specific Release shall survive the execution and delivery of this Settlement Agreement and Specific Release and the payments to be made hereunder.

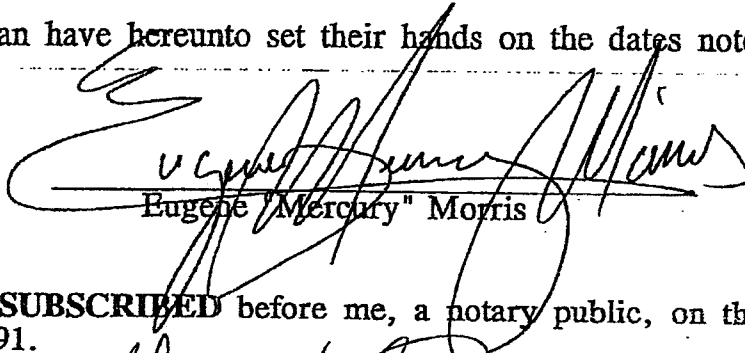
Section 9. Morris' Retirement Benefits. Nothing set forth herein shall waive, diminish, alter or modify Morris' right to receive full and appropriate retirement benefits under the Bert Bell NFL Player Retirement Plan or any amendments thereto, and no payment herein shall diminish Morris' entitlement to full and appropriate entitlement to retirement benefits under the Bert Bell Plan.

Section 10. Negotiation. The parties, as defined above, acknowledge and agree that they have read this Settlement Agreement and Specific Release in its entirety, that they understand the terms of this Settlement Agreement and Specific Release and understand that the terms of this Settlement Agreement and Specific Release are legally enforceable, that they have had ample opportunity to negotiate and have negotiated with each other with regard to all of its terms and that they have had ample opportunity to confer and have conferred with their own counsel for assistance and advice in reviewing and negotiating this Settlement Agreement and Specific Release and that they have entered into this Settlement Agreement and Specific Release freely and voluntarily.

Section 11. Enforcement of Settlement Agreement and Specific

Release. The parties have stipulated that the State of Florida shall be the appropriate jurisdiction/venue for the interpretation/enforcement of the terms of this Settlement Agreement and Specific Release, under the laws existing at the time same was entered into by the parties. This paragraph shall be void when payment of the sum identified in Section 2 hereinabove is received by bank wire transfer to the trust account of Highsmith, Strauss, Glatzer & Deutsch, P.A., attorneys for Morris, unless the Plan initiates any action with respect to the provisions of this Settlement Agreement and Specific Release.

IN WITNESS WHEREOF, Eugene "Mercury" Morris and the Bert Bell NFL Player Retirement Plan have hereunto set their hands on the dates noted below.


Eugene "Mercury" Morris

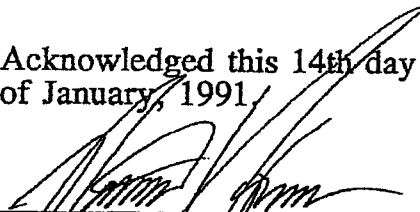
1/14/91 SWORN TO AND SUBSCRIBED before me, a notary public, on this day of January, 1991.


Notary Public, State of Florida

My Commission Expires:

Acknowledged this 14th day of January, 1991.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 4, 1991
OBTAINED THRU GENERAL INS. UND.


WITNESS: Ronald I. Strauss, Esq.
Attorney for Eugene "Mercury" Morris
Highsmith, Strauss, Glatzer & Deutsch, P.A.
3370 Mary Street
Coconut Grove, FL 33133

BERT BELL NFL PLAYER RETIREMENT
PLAN, and on behalf of "the Plan"
as defined herein

By

Susan G. Meeks
Title *Fund Administrator*

SWORN TO AND SUBSCRIBED before me, a notary public, on this
23rd day of *January*, 1991.

Debbie J. Williams, Maryland
Notary Public, State of

My Commission Expires:

July 1, 1995
January

Acknowledged this *29th* day
of January, 1991.

Acknowledged this _____ day
of January, 1991.

Leonard H. Freiman
Leonard Freiman, Esq.
Co-Counsel for Bert Bell NFL
Player Retirement Plan/Owners
Baker & Hostetler
1100 Washington Square
1050 Connecticut Avenue, N.W.
Washington, DC 20036

Daniel Sheran
Daniel Sheran, Esq.
Co-Counsel for Bert Bell NFL
Player Retirement Plan/Players
Lindquist & Vennum
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

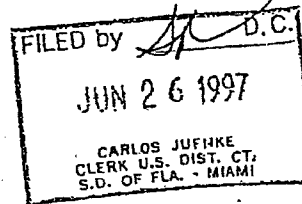
**CLOSED
CIVIL
CASE**

Case No. 96-3379-CIV-MOORE

EUGENE "MERCURY" MORRIS,
Plaintiff,

vs.

BERT BELL NFL PLAYER RETIREMENT PLAN
a/k/a PETE ROZELLE PLAN,
Defendant.



ORDER

THIS CAUSE came before the Court upon Defendant's Motion to Dismiss (D.E. 3).

THE COURT has considered the Motion, responses and the pertinent portions of the record, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that Defendant's Motion to Dismiss be, and the same is hereby GRANTED for the reasons set forth herein.

BACKGROUND

Plaintiff is a former professional football player. Complaint, ¶¶ 10, 5. Defendant is an ERISA plan that provides specific retirement, disability and related benefits to eligible football players (the "Plan").¹ See Plan, Introduction, § 11.8. Plaintiff and defendant entered into a "Settlement Agreement and Specific Release," dated January 14, 1991 purporting to settle plaintiff's claims for both line-of-duty and total and permanent disability benefits under the Plan (the

¹Plaintiff annexed a copy of the Plan Document as exhibit 1 to the Complaint.

"Settlement Agreement").² Plaintiff alleges that he is entitled to total and permanent disability benefits as a form of "retirement benefits" pursuant to the Plan. Complaint, ¶ 14. In 1996, plaintiff made a demand on defendant for "his retirement benefits that were due under Section 5.4 of the PLAN." Complaint, ¶ 15. Plaintiff alleges that defendant has not paid and refuses to pay said benefits because plaintiff waived his rights to those benefits when he signed the Settlement Agreement. Complaint, ¶ 16. Plaintiff seeks a declaration of his rights under the Settlement Agreement in light of the terms of the Plan. Complaint, ¶ 17.

In its motion to dismiss, defendant alleges that there is no ambiguity between the Settlement Agreement and the Plan, and that this action is subject to dismissal under Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim under which relief can be granted. Plaintiff opposes the motion.

LEGAL STANDARD

When considering a motion to dismiss, the court must construe the complaint in the light most favorable to the plaintiff and accept the factual allegations as true. See SEC v. ESM Group, Inc., 835 F.2d 270, 272 (11th Cir.), cert. denied sub nom Peat Marwick Main & Co. v. Tew, 486 U.S. 1055, 108 S. Ct. 2822 (1988). The court should not grant a motion to dismiss "unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Conley v. Gibson, 355 U.S. 41, 45-46, 78 S. Ct. 99, 102 (1957) (citations omitted). "When a federal court reviews the sufficiency of a complaint, before the reception of any evidence

²Plaintiff annexed a copy of the Settlement Agreement as exhibit 2 to the Complaint. The Settlement Agreement was signed by plaintiff and defendant and witnessed by counsel for both parties.

... , its task is necessarily a limited one. The issue is not whether the claimant will ultimately prevail but whether the claimant is entitled to offer evidence in support of the claims." Scheuer v. Rhodes, 416 U.S. 232, 236, 94 S. Ct. 1683, 1686 (1974).

Consideration of matters beyond the four corners of the complaint is improper. Milburn v. United States, 734 F.2d 762 (11th Cir. 1984); Thomas v. Burlington Industries, Inc., 769 F. Supp. 368, 370 (S.D. Fla. 1991). Where a plaintiff's cause of action arises out of a contract which is attached to the complaint as an exhibit and such attachment shows unambiguously on its face that the relief sought is not merited, dismissal is both justified and appropriate. Palda v. General Dynamics Corp., 47 F.3d 872, 876 (7th Cir. 1995); Breckenridge Crest Apartments Ltd. v. Citicorp Mortg., Inc., 826 F.Supp. 460 (N.D.Ga. 1993), aff'd, 21 F.3d 1126 (11th Cir. 1994) (table); Jacksonville Newspaper Printing Pressmen and Assistants' Union No. 57 v. Florida Publishing Co., 340 F.Supp. 993, 994 (M.D. Fla.) (Tjoflat, D. J.) ("where plaintiff's cause of action arises out of a contract which is attached to his complaint as an exhibit, and where such contract shows unambiguously on its face that the relief prayed for is not merited, then dismissal is appropriate"), aff'd on other grounds, 468 F.2d 824 (5th Cir. 1972), cert. denied, 411 U.S. 906 (1973).

DISCUSSION

As the Eleventh Circuit has noted,

Under well-established principles of contract law, where the language of a contract is unambiguous, the legal effect of that language is a question of law. Mason Drug Co., Inc. v. Harris, 597 F.2d 886 (5th Cir.1979). Because the question of whether a contractual ambiguity exists is also a question of law, it "may be resolved summarily." C. Wright, A. Miller & M. Kane, 10A Federal Practice and Procedure, § 2730.1 at 279 (1983) (citing Freeman v. Continental Gin Co., 381 F.2d 459 (5th Cir.1967) (other citations omitted). A contract term is ambiguous if "reasonably susceptible to more than one interpretation." Fabrica Italiana Lavorazione Materie Organiche, S.A.S. v. Kaiser Aluminum & Chemical Corp., 684 F.2d 776, 780 (11th

Cir.1982). But "[a]n ambiguity in a contract cannot be created by the mere assertion of a party to it." The fact that the meaning of a contract term is disputed likewise reveals no ambiguity. Vreeland v. Federal Power Comm'n, 528 F.2d 1343, 1351 (5th Cir.1976).

Orkin Exterminating Co., Inc. v. FTC, 849 F.2d 1354, 1360 (11th Cir. 1988), cert. denied, 488

U.S.1041 (1989).³ As this Court noted:

Well settled principles of Florida contract law mandate that where the plain language of a contract is unambiguous, the provisions of the contract shall be enforced as written in the absence of a showing that they violate public policy. See Ehrlich v. Barbatsis Holding Co., 63 So.2d 911 (Fla.1953); Jacksonville Terminal Co. v. Railway Express Agency, Inc., 296 F.2d 256 (5th Cir.1961), cert. denied, 369 U.S. 860, 82 S.Ct. 949, 8 L.Ed.2d 18 (1962)).

Barnes v. Burger King Corp., 932 F.Supp. 1441, 1443 (S.D.Fla. 1996) (Ungaro-Benages, D.J.).

Accordingly, if the Court determines as a matter of law that the language of the Settlement Agreement is unambiguous, it may dismiss this action for failure to state a claim.

Plaintiff argues that the terms of the Settlement Agreement are ambiguous because § 9 states that Morris is entitled to retirement benefits, yet § 3 provides that Morris "fully release(s) and forever discharge(s) the Plan regarding all of the above . . . concerning benefits, disability benefits. . ." However, it is plaintiff's selective quotation of the Settlement Agreement that causes confusion, not the release language itself. Paragraph 3 provides that Morris "fully release(s) and forever discharge(s) the Plan regarding all of the above . . . concerning benefits, disability benefits. . . on account of or in any way growing out of any and all known or unknown injuries, or residuals

³The Plan provides that, to the extent not preempted by ERISA, it is to be interpreted in accordance with the laws of New York state. Plan, § 11.8. The Settlement Agreement is governed by Florida law. Settlement Agreement, § 11.

Disability

thereof, and death... ." (emphasis supplied).⁴ Moreover, in three places in the Settlement

Agreement the release explicitly states that the release does not affect plaintiff's entitlement to retirement benefits as set forth in § 9 of the Settlement Agreement. It is clear that the scope of the

release relates to only potential claims for total and permanent disability benefits and Line-of-Duty disability benefits.

Moreover, under plaintiff's reading of the Settlement Agreement, although defendant paid

⁴The release by Morris reads, in part:

Except for a breach by the Plan of this Settlement Agreement and Specific Release and except as set forth in Section 9 hereunder, Morris, for and in consideration of the total sum of Two Hundred Ninety-Five Thousand Dollars and Twenty-Two Cents (\$295,000.22) to him paid pursuant to Section 2 above by or on behalf of the Plan, as defined above, the receipt of which is hereby acknowledged [except as set forth in Section 9 below], does hereby absolutely, irrevocably and forever discharge, relinquish and release the Plan, as defined above, from any and all liability, under the provisions of the Bert Bell NFL Player Retirement Plan, now accrued or hereafter to accrue, or whether or not known, suspected or claimed by Morris, on account of any and all claims, actions, causes of action (including, but not limited to, any alleged intentional action), debts, dues, damages, including special, incidental and consequential, compensatory and punitive damages, costs, expenses and demands of every name and nature, both at law and in equity, which Morris ever had, now has or may hereafter have against the Plan, or by virtue of the provisions of the Bert Bell NFL Player Retirement Plan, regarding compensation/benefits available or due, or past due, under the terms and provisions of the Bert Bell NFL Player Retirement Plan (and past amendments thereto) and, by virtue of these presents, does hereby also fully release and forever discharge the Plan regarding all of the above, concerning benefits, disability benefits, claims, medical/hospital expenses, demands. . . .on account of or in any way growing out of any and all known or unknown injuries, or residuals thereof, and death. . . ."

THA
insert
Settlement Agreement, § 3. The release explicitly includes any claims Morris may have had when he had an application for disability benefits pending. The release also explicitly excludes from the coverage of the release any benefits covered in section 9 of the Settlement Agreement. Section 9 states "[n]othing set forth herein shall waive, diminish, alter or modify Morris' right to receive full and appropriate retirement benefits under the Bert Bell NFL Player Retirement Plan or any amendments thereto, and no payment herein shall diminish Morris' entitlement to full and appropriate entitlement to retirement benefits under the Bert Bell Plan."

almost \$300,000 to plaintiff for settlement of plaintiff's disability claims, plaintiff claims that a category of benefits he describes as "retirement benefits arising from his disability" was excepted from that release. Plaintiff relies on Section 5.4 of the Plan for his purported entitlement to "retirement benefits arising from his disability."⁵

However, the language of the Plan does not support such an argument. First, the Plan clearly differentiates between retirement benefits and disability benefits. See, e. g., Introduction (the Plan "has provided retirement, disability and related benefits"); compare Article 4 (Retirement Benefits) with Article 5 (Total and Permanent Disability) and Article 6 (Line of Duty Disability). Second, the Plan does not provide for a separate category of benefits for "retirement on disability" (in addition to disability benefits and retirement benefits). Section 5.4 provides that a player determined by the Retirement Board to be "totally and permanently disabled" will receive a monthly retirement pension under Article 4 with the amount calculated under Article 5. Plaintiff's construction of the Plan as

⁵Section 5.4, "Retirement on Disability," provides:

If, as a result of the last physical examination prior to a Player's Normal Retirement Date, the Retirement Board determines that the Player continues to be totally disabled, he will be entitled to a monthly pension under Article 4, with his total and permanent disability benefit under Section 5 . . . substituted for the sum of his Benefit Credits for life or until cessation of such total and permanent disability. . . ."

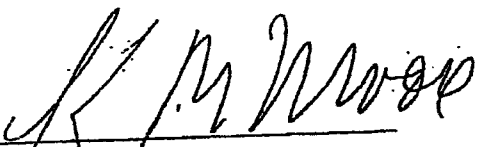
Although plaintiff alleges that "[a]fter 1990, there was a determination under the Plan that Morris suffered a total and permanent disability in the line of duty, prior to Morris' normal retirement date [and]. . . [t]his determination was made in accordance with Section 5 of the Plan" (Complaint, ¶ 11), the Settlement Agreement provides that Morris' claims were presented to arbitration under the Plan, had not been resolved as of the date of the Settlement Agreement and the Plan denied Morris' allegations in his disability applications. Settlement Agreement, p. 2. "Where the allegations of a pleading are inconsistent with the terms of a written contract attached as an exhibit, the terms of the latter, fairly construed, must prevail over the averments differing therefrom." Graue Mill Development Corp. v. Colonial Bank & Trust Co. of Chicago, 927 F.2d 988, 991 (7th Cir. 1991). (citations omitted). Plaintiff has not pleaded facts that support an inference that he would be entitled to benefits under section 5.4 of the Plan.

providing a separate class of retirement benefits "arising from his disability," in addition to retirement benefits and disability benefits, is simply incorrect. Plaintiff has settled any disability claims he may have had. He retains his right to retirement benefits, which are not at issue herein.⁶

This Court finds, as a matter of law, that the release provisions of the Settlement Agreement are not ambiguous. Moreover, plaintiff has not pleaded facts to support a determination that if the Plan provided for a separate class of "retirement benefits arising from disability," he would be entitled to them.⁷ Plaintiff has not stated a claim upon which relief may be granted. Accordingly, defendant's motion to dismiss pursuant to Rule 12(b)(6) should be granted.

This case is CLOSED. All pending motions not otherwise ruled on are DENIED AS MOOT.

DONE AND ORDERED in Chambers at Miami, Florida, this 26th day of June, 1997.


K. MICHAEL MOORE
UNITED STATES DISTRICT JUDGE

copies provided:

Gonzalo R. Dorta, P.A.
Douglas W. Ell, Esq.
John P. McAllister, Esq.
Mark A. Cohen, Esq.

⁶Nothing in this Order should be construed as a determination regarding plaintiff's entitlement, if any, to "retirement benefits" as set forth in Article 4 of the Plan.

⁷In its opposition to defendant's motion to dismiss, plaintiff asserts that the Settlement Agreement is ambiguous because the Plan prohibits the Retirement Board from reducing the value of any benefit earned or otherwise payable to a player. Plan, § 10.3. However, that provision of the Plan states "No amendment of the Plan may operate to deprive a Player . . . of any rights or benefits irrevocably vested in him under the Plan." No amendment of the Plan is at issue here and plaintiff does not allege any facts relating to "rights or benefits irrevocably vested in him under the Plan."

Bert Bell/Pete Rozelle NFL Player Retirement Plan

200 St. Paul Place, Suite 2420, Baltimore, Maryland 21202-2040
 (410) 685-5089 • (800)638-3186 • Fax (410)783-0041

ELECTION OF FORM OF RETIREMENT BENEFIT

12/14/2007

Figures reflect an EPB payment of \$7,609.01 on 04/01/1980

Eugene Morris
 11315 Sw 243 Terrace
 Homestead, FL 33032

DOB: 01/05/1947

Effective Date of Retirement Benefit: 02/01/2008

Credited Seasons: 1969-1976 (8 Seasons)

Type of Retirement Benefit: Deferred

Beneficiary:

DOB:

Normal Retirement Benefit at 55: \$1,790.00

RECEIVED

JAN 02 2008

NFL PLAYER BENEFITS

<u>Form of Payment</u>	<u>Monthly Plan benefit commencing on effective date of 02/01/2008</u>	
	<u>To Player</u>	<u>To Beneficiary</u>
Form 1 - Life Annuity	\$3,102.07	None
Form 2 - Joint & Survivor Annuity	N/A	N/A
Form 3 - Social Security Adjustment ¹		
Paid up to 62:	\$4,680.90	None
Paid after 62:	\$2,975.90	None
Form 4 - Contingent Annuitant (a) 100% to beneficiary	N/A	N/A
Form 5 - Ten Year Certain	\$2,872.52	\$2,872.52 Until 01/01/2018

¹These figures are based on an estimated benefit from Social Security of \$1,705.00 at age 62.

ACTUARIAL VERIFICATION BY:

Bruce Gould
 Aon Consulting

12/21/2007
 Date

Cotton

ARTICLE 4
RETIREMENT BENEFITS

4.1 *Establishment of Benefit Credits.* For each Credited Season earned by a Player, he shall be entitled to a Benefit Credit in an amount determined as follows:

<i>Credited Season</i>	<i>Benefit Credit</i>
1965 and prior	\$ 60 for each Credited Season
1966	65
1967	65
1968	85
1969	85
1970	110
1971	115
1972	120
1973	120
1974	120
1975	120
1976	120
1977	130
1978	130
1979	130
1980	130
1981	130
1982	150
1983	150
1984	150
1985	150
1986	150

The Benefit Credits set forth in the foregoing table shall be applicable to Vested Inactive Players and Retired Players as of January 1, 1983, with respect to monthly pension payments due on or after that date.

4.2 *Normal Retirement Pension.* Upon reaching his Normal Retirement Date, a Vested Inactive Player shall be entitled to receive a pension payable in accordance with one of the forms below. If the Vested Inactive Player is not married on his Normal Retirement Date, his pension shall be paid in accordance with Form 1, which provides for a life only annuity, unless he has elected pursuant to Section 4.5 one of the other forms. If the Vested Inactive Player is married on his Normal Retirement Date, his pension shall be paid in accordance with Form 2, which provides for a joint and survivor annuity, unless he has elected pursuant to Section 4.5 one of the other forms.

EXHIBIT 3

1)

Player who is not married on the first day of the month for which the first payment of his Early Retirement Pension is made and in accordance with Form 2 to a player who is married on that day.

4.4 *Deferred Retirement Pension.* A Vested Inactive Player may elect in writing to defer the commencement of his pension beyond his Normal Retirement Date. Unless the Player designates otherwise in said written election, the first payment of his Deferred Retirement Pension shall be made for the month beginning on or next following the day of his 65th birthday. The Deferred Retirement Pension shall be paid in accordance with one of the forms provided in Section 4.2 except that the payments provided under the form applicable to the Player shall begin with the month designated by him in the manner provided above and each payment shall be increased to account for the later commencement of benefits. The increased amount of each monthly payment shall be established so that the Player's Deferred Retirement Pension is the Actuarial Equivalent of the Normal Retirement Pension payable to him pursuant to Form 1 set forth in Section 4.2. Unless the Player has elected otherwise in writing pursuant to Section 4.5, the Deferred Retirement Pension shall be paid in accordance with Form 1 if the Player is not married on the first day of the month for which the first payment of his Deferred Retirement Pension is made and in accordance with Form 2 if he is married on that day.

4.5 *Election Rules.* All elections available under Sections 4.2, 4.3 and 4.4 shall be made on a written form prescribed by the Retirement Board and shall be filed with said Board. All such elections shall be filed with the Retirement Board before the month for which the first payment is to be made pursuant to the election and before payments have otherwise commenced to the Player pursuant to one of said sections. Elections may be made or revoked in writing and if revoked, another election may be made in writing at any time prior to the deadline set forth in the preceding sentence. However, the Retirement Board may require that the election of an Early Retirement Pension shall be made during the calendar year preceding the calendar year during which the payment of said Pension is to commence and that the election of a Deferred Retirement Pension shall be made prior to the calendar year during which the Player's Normal Retirement Pension would otherwise commence.

No election of Form 4 or Form 5 shall be effective if the contingent annuitant or all designated beneficiaries die before the first day of the first month for which monthly payments are to be made to the Player under that form.

In the case of a Player whose benefits under Section 4.2, 4.3, 4.4 or 5.4, whichever is applicable, will be paid in accordance with Form 2 unless he elects otherwise, any election not to receive payments under Form 2 shall conform to the following rules in addition to those above:

such Players during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to such Players.

4.6 Any Vested Player who leaves football on or after March 1, 1977, may request, by written notice to the Retirement Board, an "Early Payment Benefit" as defined below. Said request will be acted upon by a committee of the Retirement Board consisting exclusively of the voting members appointed by the NFLPA. After appropriate communication with the Vested Player, if such committee determines in its sole and absolute discretion, that such distribution would be in the Vested Player's best interest, then such distribution will be made. An Early Payment Benefit shall be payable to such Vested Player in a lump sum and shall be an amount equal to the present value of 25% of his Benefit Credits as of the date of payment to the Player. In the case of a Vested Player who leaves football between March 1st and June 30th of any calendar year, the distribution of such sum will be made to such Player no earlier than March 31st of the following calendar year; and in the case of a Vested Player who leaves football between July 1st and the last day of February in any Plan Year, the distribution of such sum will be made to such Player no earlier than the third game of the regular Season that begins in the following Plan Year. The remaining 75% of the then present value of his earned Benefit Credits will be payable in monthly installments beginning at age 55 unless such Player elects to receive the remaining 75% in the form of a reduced early retirement benefit beginning at (or after) age 45 or an increased deferred retirement benefit no later than age 65. In the event that a benefit subsequently becomes payable with respect to such Player in accordance with Section 5.1, 5.4, 6.3 or 7.3 (including any minimum benefit prescribed by Section 5.1, 6.3 or 7.3 and/or the \$50 per dependent child benefit prescribed by Section 5.1), then the amount of such benefit shall be determined as follows:

A) If the Player makes application for the Early Payment Benefit on or before March 31, 1982, the amount of any benefit payable in accordance with Section 5.1, 5.4, 6.3 or 7.3 shall not be adjusted to reflect the distribution of the Early Payment Benefit.

B) If the Player makes application for the Early Payment Benefit after March 31, 1982, the amount of any benefit payable in accordance with Section 5.1, 5.4, 6.3 or 7.3 shall be reduced by 25%.

4.7 Effective as of April 1, 1983 and notwithstanding anything in this Plan to the contrary, at no time shall the accrued benefit of, or the annual benefit payable to, or with respect to, a Player, when added to any other retirement benefit plan qualified under Section 401(a) of the Code and to which his Employer has contributed, be greater than the amount determined in accordance with the following:

**ARTICLE 4
RETIREMENT BENEFITS**

4.1 Benefit Credits. Effective for payments on or after June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined according to the following table:

Credited Season	Benefit Credit
Before 1982	\$ 250
1982 through 1992	255
1993 and 1994	265
1995 and 1996	315
1997	365
1998 through the Plan Year that begins prior to the expiration of the Final League Year	470

Payments for periods on and after June 1, 2006 for Players in pay status on that date will be proportionately increased under the 2006 amendments to the 1993 CBA based on the sum of that Player's new and prior Benefit Credits or, if greater, by \$50. For payments for periods prior to June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined based on the versions of the Plan in effect for such periods.

4.2 Monthly Pension. A Vested Player's monthly pension at any time is the sum of his Benefit Credits for each of his Credited Seasons. A Vested Player's monthly pension may be adjusted according to the date he begins to receive benefits (see Section 4.3 below), and the form or manner in which benefits are paid (see Sections 4.4 and 4.5 below).

4.3 Normal, Deferred and Early Retirement. A Vested Player may elect to begin to receive benefits as of his Normal Retirement Date or, subject to Section 4.7 below, as of the first day of any month following his Normal Retirement Date. A Vested Inactive Player with at least one Credited Season prior to the 1993 Plan Year may also elect to begin to receive benefits as of the first day of any month coincident with or next following such Vested Inactive Player's forty-fifth birthday and before his Normal Retirement Date. All such elections (including the election of the form of payment pursuant to Sections 4.4 and 4.5 below) must be filed in writing with the Retirement Board and may not be revoked after the initial payment is mailed or otherwise transmitted to the Player. The monthly pension of a Vested Inactive Player who begins to receive benefits after his Normal Retirement Date will be increased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. The monthly pension of a Vested Player who begins to receive benefits before his Normal Retirement Date will be decreased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. Further adjustments to a Vested Player's monthly pension may also be made as described in Sections 4.4 and 4.5 below depending on the form or manner in which benefits are paid.

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