

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA**

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)
THE ATLANTA FALCONS FOOTBALL )
CLUB LLC and )
THE NATIONAL FOOTBALL LEAGUE )
MANAGEMENT COUNCIL, )
)
Plaintiffs, )
)
vs. ) No.
)
THE NATIONAL FOOTBALL LEAGUE )
PLAYERS ASSOCIATION, RODERICK )
COLEMAN, WILREY FONTENOT, )
TONY GILBERT, KINDAL )
MOOREHEAD, STANLEY PRITCHETT, )
KARON RILEY, BRETT ROMBERG, )
JASON WEBSTER, and DEZ WHITE, )
)
Defendants. )
)
-----X

**CIVIL ACTION COMPLAINT**

This is an action to confirm and enforce an arbitration award pursuant to section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 *et seq.*

## **JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. § 185(c).
2. Venue is proper in this District pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391.

## **PARTIES**

3. The Atlanta Falcons Football Club LLC (“Falcons”) is one of the member clubs of the National Football League (“NFL”) with its principal place of business in Flowery Branch, Georgia.

4. The National Football League Management Council (“NFL Management Council”) is the sole and exclusive bargaining representative of present and future employer members clubs of the NFL.

5. Roderick Coleman, Wilrey Fontenot, Tony Gilbert, Kindal Moorehead, Stanley Pritchett, Karon Riley, Brett Romberg, Jason Webster, and Dez White, collectively “the Players,” are professional football players who were employed by the Falcons in Flowery Branch, Georgia.

6. The National Football League Players Association (“NFLPA”) is the exclusive bargaining representative of all NFL Players. The NFLPA regularly represents players employed in the Northern District of Georgia, and some of its members reside in this judicial district.

## FACTS

7. 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 Falcons) and the NFLPA (on behalf of all NFL players, including the Players). Relevant portions of the 2006-2012 CBA are attached hereto as Exhibit A.

8. The CBA contains an arbitration provision that mandates that all of the disputes between the parties involving interpretation of, application of, or compliance with the CBA or the NFL Player Contract be submitted to final and binding arbitration before a mutually selected arbitrator. Ex A. at 23-27.

9. All NFL Players employed by a member club must enter into an NFL Player Contract, which is incorporated in and governed by Article XIV and Appendix C of the CBA. *See id.* at 40-44, 248-56.

10. The Players all entered into an NFL Player Contract with the Falcons setting forth the terms of their employment. The Players’ contracts with the Falcons contained an arbitration provision requiring “any dispute” between the Players and the Falcons “involving the interpretation or application of any provision” of their contracts to “be submitted to final and

binding arbitration” in accordance with the procedure set forth in the CBA.

*Id.* at App. C, ¶ 19.

11. Each contract provided that the contract was “made under and shall be governed by the laws of the state of Georgia.” The contracts also contained a clause governing the resolution of disputes concerning workers’ compensation claims, which stated:

The parties hereto acknowledge that this Player Contract has been negotiated and executed in Georgia; that should any dispute, claim or cause of action (collectively “dispute”) arise concerning the rights or liabilities arising from the relationship between Player and the Club, the parties hereto agree that the law governing such dispute shall be the law of the State of Georgia. Furthermore, the exclusive jurisdiction for resolving injury related claims shall be the Division of Workers’ Compensation of Georgia, and in the case of Workers’ Compensation claims the Georgia Workers’ Compensation Act shall govern.<sup>1</sup>

12. In 2010 and 2011, the Players all filed claims for workers’ compensation benefits with the California Workers’ Compensation Appeals Board (“WCAB”) seeking benefits under the California Workers’ Compensation Act.

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<sup>1</sup> Some of the Players signed a contract that contained a provision with slightly different, but materially the same, language.

13. The Falcons and the NFLMC filed grievances pursuant to the CBA against the Players between September 1, 2010 and July 1, 2011, claiming that the Players had breached their contracts by filing claims for California workers' compensation benefits.

14. The grievances sought an order requiring that the Players cease and desist from pursuing their workers' compensation claims against the Falcons in California and under California law and/or requiring that the Players withdraw their California workers' compensation actions against the Falcons with prejudice. The NFLPA denied the grievances.

15. On September 22, 2011, an arbitration hearing was held in New York, New York before Arbitrator Michael Beck. All parties were represented by counsel.

16. On February 23, 2012, Arbitrator Beck issued a written final award ("Award"), which is attached hereto as Exhibit B.

17. In relevant part, the Award states as follows: "I. Players Roderick Coleman, Wilrey Fontenot, Tony Gilbert, Kindal Moorehead, Stanley Pritchett, Karon Riley, Brett Romberg, Jason Webster, and Dez White violated their individual NFL Player Contracts by filing and processing claims for workers compensation benefits in California. II. Therefore, it is ordered that the above named Players cease and desist from

the pursuit of workers' compensation benefits in the State of California through the withdrawal of their claims before the applicable tribunal. If the Players are to pursue workers compensation claims, they are ordered to do so pursuant to the language set forth in their individual NFL Player Contracts." Ex. B at 11-12.

18. Under Article IX, Section 8 of the CBA, the 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 . . . ." Ex A. at 26.

19. To date, the Players' claims seeking workers' compensation benefits under California law remain pending before the WCAB.

### **COUNT I – CONFIRMATION OF ARBITRATION AWARD**

1. Plaintiffs repeat and reallege Paragraphs 1-19 as if set forth fully herein.

2. Plaintiffs seek to confirm and enforce the Award. The Award draws its essence from the parties' agreements, as the Arbitrator interpreted the terms of the CBA and the Players' contracts and looked to and applied binding NFL arbitration precedent comprising the parties' "law of the shop."

3. Plaintiffs are entitled to confirmation and enforcement of the Award and entry of judgment in conformity with the Award pursuant to the Labor Management Relations Act, 29 U.S.C. § 185.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, the Atlanta Falcons Football Club LLC and the National Football League Management Council, respectfully request that this Court enter an Order:

- a) confirming and enforcing the Award;
- b) declaring that the Players' contracts require the Players to file any and all workers' compensation claims pursuant to the law of the State of Georgia and exclusively before the Division of Workers' Compensation of Georgia;
- c) requiring the Players to cease and desist the pursuit of their workers' compensation claims in the state of California through the withdrawal of such claims and ordering the Players to comply with their contracts;
- d) awarding Plaintiffs their attorneys' fees and costs in bringing this action; and

- e) providing Plaintiffs with such and other further relief as the Court deems proper.

Respectfully submitted,

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