

# **EXHIBIT 1-b**

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

ROGER "ROCKY" ROSEMA,

Plaintiff,

v

NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION,

-and-

THE BERT BELL/PETE ROZELLE NFL  
RETIREMENT PLAN BENEFITS  
ADMINISTRATORS

-and-

THE ARIZONA CARDINALS FOOTBALL CLUB,

Defendants.

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**CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.**

By: **JAMES R. ACHO** (P-62175)

2851 Charlevoix Drive, S.E.

Suite 327

Grand Rapids, MI 49546

(616) 975-7470

Attorneys for Plaintiff

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Case No. 10-

06763  
-CK

By **JAMES R. REDFORD**  
**(P-38462)**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been assigned to a Judge.

**COMPLAINT**

NOW COMES the Plaintiff, ROGER "ROCKY" ROSEMA, by and through his attorneys, CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C. by JAMES R. ACHO, and for his Complaint against Defendants, states as follows:

### PARTIES, VENUE AND JURISDICTION

1. Plaintiff, Roger "Rocky" Rosema is and was at all times material hereto, a resident of the City of Grand Rapids, County of Kent, State of Michigan.
2. That the NFL Players Association is headquartered and has its place of business in Washington D.C.
3. That the Bert Bell/Pete Rozelle NFL Retirement Plan and NFL Benefits Administrators are administered under the auspices of the NFL Players Association.
4. That the Arizona Cardinals are a charter member franchise of the National Football League, with its headquarters in Glendale, AZ.
5. That the amount in controversy exceeds \$25,000.
6. That venue and jurisdiction are otherwise proper within this Honorable Court.

### COMMON ALLEGATIONS

7. Plaintiff hereby incorporates paragraphs 1 through 6 above, as though fully rewritten herein.
8. That Plaintiff Rosema is considered one of the greatest athletes in the history of Grand Rapids, having once been called "one of the greatest high school football players I've ever seen" by former U.S. President Gerald Ford; Plaintiff graduated from Grand Rapids Central in 1964 and, like President Ford, was inducted into the Grand Rapids Sports Hall of Fame.
9. From 1964-1967, Plaintiff Rosema was a standout football player at the University of Michigan; Plaintiff earned numerous accolades, including All Big Ten, and was chosen to play in the prestigious Senior Bowl in 1967.

10. In 1968, Plaintiff Rosema was drafted by the St. Louis Cardinals Football Club (now known as the Arizona Cardinals, the team has been owned by the Bidwill Family since 1932, when the franchise was first located in Chicago) in the fifth round of the NFL draft, the 123 pick overall.

11. From 1968-1971, Plaintiff Rosema was a solid contributor to the St. Louis Cardinals football team; in 1972, Plaintiff signed with the Washington Redskins football club, but never played for the Redskins due to injury in the preseason.

12. That pursuant to the Defendants' NFL Retirement Plan, players who participated in the NFL prior to 1990 had to have played or been accredited for four (4) seasons in order to vest for an NFL pension.

13. That under the Defendants' plan, three (3) game checks in any given season means that said season counts toward accreditation for one full season towards the vesting requirement.

14. That for 1968, 1969 and 1970, Plaintiff Rosema received full accreditation for three (3) seasons, pursuant to the vesting requirement.

15. That in 1971, Plaintiff was injured for much of the season, but as an injured-active roster player, Plaintiff received four (4) game checks for the 1971 season; Rosema played in the first two games of the 1971 season, but was injured in the third game; he received checks for games three and four. The checks were remitted semi-monthly. Plaintiff was on the injured-inactive roster for games 3 and 4 of the 1971 season. Defendant Cardinals owner William Bidwill told Plaintiff personally he'd seen to it that Plaintiff received checks for games 3 and 4 so that "years from now you'll get your pension."

16. That Plaintiff clearly meets the vesting requirement for NFL pension and has applied for the NFL pension that he has earned and which is owed him.

17. That Plaintiff made application to the Defendants for benefits on or about August 20, 2004. (See Exhibit 1, Application for Benefits).

18. That in or about December 2004, the Defendants informed Plaintiff he was denied benefits and pension, as he did not meet the requirements. The reason given is that he "only received two (2) checks for 1971," and not three. In fact, he received four (4) checks, so he exceeds the mandatory three (3) games by one.

19. Plaintiff submitted documentation to the Defendants which provides strong inference that he did receive four (4) game checks in 1971, but to no avail. Further, Plaintiff advised the Defendants that he was later compensated for the rest of 1971, as well as 1972 by the Worker's Compensation Bureau, Michigan Department of Labor, in October 1974. There is no language in the Defendants' Plan that precludes accreditation from worker's compensation. Thus, it can be argued that Plaintiff has at least five (5) full NFL accredited seasons. (See Exhibit 2, Documentation provided to Defendant Plan Administrators).

20. Plaintiff does not possess check stubs from 1971 nor other tangible proof of compensation for 1971, save for his contract, and Plaintiff and his counsel have been advised that when the Arizona Cardinals moved from St. Louis in 1988, many team and payroll records were lost in the move, and there is no way for the Defendant NFL Plan to verify whether or not Plaintiff received four checks for 1971. The Defendant Arizona Cardinals would only be able to verify that Plaintiff was paid via testimony from Mr. William Bidwill. Multiple requests of the Cardinals have not been responded to, thus the necessity of naming the Cardinals as a Defendant. Further, discovery may lead to evidence that the Defendant Cardinals have blocked, or assisted Co-Defendants in blocking Plaintiff from obtaining his pension.

21. That Plaintiff has wrongfully been denied his pension and benefits, and will be turning age 65 upon his next birthday. Defendants believe Plaintiff is one game short of the vesting requirement. This belief is erroneous.

22. That the Defendants must retroactively include Plaintiff in the NFL pension plan to 2004, and pay all back benefits, as well as all forward benefits owed Plaintiff.

23. That Plaintiff Rosema was/is a participant of the NFL's Bert Bell/Pete Rozelle NFL Retirement Plan, within the meaning of ERISA §502, 29 USC 1132 and ERISA §3(7), 29 USC 1002(7), and Defendant NFL Bert Bell/Pete Rozelle are plan administrators and part of a benefit plan pursuant to ERISA §3(1), 29 USC 1002(1), and ERISA §(3)(16), 402(a)(2), 29 USC 1002(16), 1102(a)(2).

24. That Plaintiff has suffered monetary damages as a result of Defendants' violation of ERISA §502, 29 USC 1132, and breach of contract.

#### COUNT I

#### **ACTION UNDER ERISA §502(a)(1)(B), 29 USC 1132(a)(1)(B) TO RECOVER FULL BENEFITS**

**(As to Defendants NFLPA and The Bert Bell/Pete Rozelle  
NFL Retirement Plan Benefits Administrators, only)**

25. Plaintiff hereby incorporates paragraphs 1 through 24 above, as though fully rewritten herein.

26. The discontinuation of Plaintiff's disability benefit payments and the determination that Plaintiff's disability benefits were overpaid are in direct violation of the terms of the Plan.

27. That the Defendants must retroactively include Plaintiff in the NFL pension plan to 2004, and pay all back benefits, as well as all forward benefits owed Plaintiff.

28. That Plaintiff has suffered damages as a direct violation by Defendants of the terms of the Plan.

COUNT II

**ACTION UNDER ERISA §502(a)(3), 29 USC 1132(a)(3)  
TO REMEDY BREACH OF FIDUCIARY DUTY**

(As to Defendants NFLPA and The Bert Bell/Pete Rozelle  
NFL Retirement Plan Benefits Administrators, only)

29. Plaintiff hereby incorporates paragraphs 1 through 28 above, as though fully rewritten herein.

30. Pursuant to ERISA §404(a), 29 USC 1104(a), as fiduciary with respect to the Plan, Defendants have and had a duty to discharge its duties with respect to the Plan solely in the interest of the Plan participants and their beneficiaries, and

- a. for the exclusive purpose of providing benefits to Plan participants and their beneficiaries and defraying reasonable expenses of administering the Plan; and
- b. with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with the Plan documents and instruments insofar as such documents and instruments are consistent with the provisions of Titles I and IV of ERISA.

31. Defendants' actions in discontinuing Plaintiff's benefits and in refusing to reinstate Plaintiff's benefits and provide an accurate accounting of his benefits were in violation of each and every one of their fiduciary duties as set forth above.

32. That the Defendants must retroactively include Plaintiff in the NFL pension plan to 2004, and pay all back benefits, as well as all forward benefits owed Plaintiff.

33. That Plaintiff has suffered damages as a direct violation by Defendants of the terms of the Plan.

**COUNT III**

**BREACH OF CONTRACT - FAILURE TO PAY  
BENEFITS AND TO PROVIDE DOCUMENTATION  
(As To All Defendants)**

34. Plaintiff hereby incorporates paragraphs 1 through 33 above, as though fully rewritten herein.

35. Plaintiff contractually paid union dues from 1968-1972 as a member of the Defendant NFL Players Association.

36. That Plaintiff contractually was part of the Plan administered by the Defendant Bert Bell/Pete Rozelle NFL Retirement Plan and NFL Benefits Administrators.

37. That Plaintiff's former contractual employer, the Arizona Cardinals, had a duty to maintain employment and payroll records and provide them to the Defendant NFL Players Association and Defendant Bert Bell/Pete Rozelle NFL Retirement Plan and NFL Benefits Administrators, as well as to the Plaintiff, in order that Plaintiff might receive his pension benefits.

38. That the Defendants have all acted in bad faith and have all willfully materially breached their respective contractual agreement(s) with the Plaintiff.

39. Despite multiple notices by telephone and in writing over the past six (6) years, the Defendants have failed to cure the breaches of contract, and Plaintiff continues to incur monetary damages.

**PRAYER FOR RELIEF**

Plaintiff requests that the Court grant the following relief:

- a. A declaratory judgment pursuant to ERISA §502(a)(1)(B), 29 USC 1132(a)(1)(B), and 28 USC 2201, declaring that Plaintiff is entitled to continuation of the group disability benefits in the proper amounts as set forth in the Plan in effect at the time benefits become payable and that Company has violated the Plan and their fiduciary duties by discontinuing those benefits;

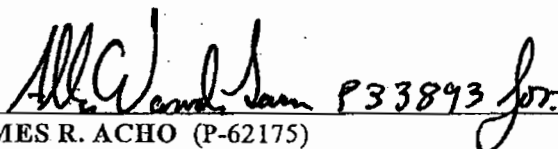


- b. Preliminary and permanent injunctions pursuant to ERISA §502(a)(3), 29 USC 1132(a)(3), and Fed R Civ P 65, enjoining Defendants from discontinuing, reducing, limiting, or terminating the disability benefits payable to Plaintiff under the Plan;
- c. A full and accurate accounting by Defendants of all computations for Plaintiff's disability benefits, in sufficient detail so that Plaintiff may ascertain that his benefits are being paid in the proper amount;
- d. An order compelling Defendants to pay Plaintiff forthwith the full amount of disability benefits due him, including the more than \$100,000 in already accrued benefits, and to continue such payments for the period set forth in the Plan, including interest on all unpaid benefits;
- e. Disgorgement of any profits or gain Defendants have obtained as a result of the wrongful action alleged in this Complaint and equitable distribution of any profits or gain to Plaintiff;
- f. Reasonable attorney fees and costs, pursuant to ERISA §502(g)(1), 29 USC 1132(g)(1);
- g. Such other relief as may be just and appropriate.

Respectfully submitted,

**CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.**

By:

  
JAMES R. ACHO (P-62175)  
2851 Charlevoix Drive, S.E., Suite 327  
Grand Rapids, MI 49546  
(616) 975-7470

Dated: July 6, 2010

Attorneys for Plaintiff

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STATE OF MICHIGAN

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ROGER "ROCKY" ROSEMA,

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Hon.

NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION,

-and-

THE BERT BELL/PETE ROZELLE NFL  
RETIREMENT PLAN BENEFITS  
ADMINISTRATORS

-and-

THE ARIZONA CARDINALS FOOTBALL CLUB,

Defendants. /

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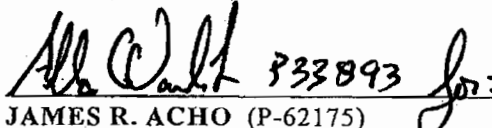
DEMAND FOR TRIAL BY JURY

NOW COMES the Plaintiff, ROGER "ROCKY" ROSEMA, by and through his attorneys,  
CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C. by JAMES R. ACHO, and hereby demands  
trial by jury of the above-entitled cause of action.

Respectfully submitted,

CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.

By:

 333893 Jor:  
JAMES R. ACHO (P-62175)  
Attorneys for Plaintiff

Dated: July 6, 2010