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April 27, 2011

By ECF & Messenger

The Honorable Susan Richard Nelson
U.S. District Judge
United States District Court
774 Federal Building
316 N. Robert Street
St. Paul, MN 55106

Re: *Brady, et al. v. National Football League, et al*
Court File No. 0:11-cv-00639 SRN/JJG

Dear Judge Nelson:

Purporting to seek "clarification" of the Court's Opinion, plaintiffs submitted a proposed Order requesting sweeping relief that they did not seek and that the Opinion does not award. Plaintiffs' request is in fact a Motion to Reconsider. It should be denied because plaintiffs have not made the requisite "showing of compelling circumstances" to justify the request. L.R. 7.1(h); *see Dixon v. Mount Olvet Careview Home*, 2010 WL 4726217 (D. Minn. 2010) (Davis, J.) (denying leave to file) (*citing* L.R. 7.1 and *Hagerman v. Yukon Energy Corp.*, 839 F.2d 407, 413 (8th Cir. 1988) ("Motions for reconsideration serve a limited function: to correct manifest errors of law or fact or to present newly discovered evidence. . . . Nor should a motion for reconsideration serve as the occasion to tender new legal theories for the first time.")).

In their Motion for Preliminary Injunction, filed March 11, 2011 (Dkt No. 2), plaintiffs sought an order enjoining defendants "from engaging in a group boycott and price-fixing agreement (which the NFL and its member teams characterize as a player 'lockout') . . . by completely eliminating all competition for the services of NFL players." The notice of motion repeated this same request. (Dkt No. 3) (Plaintiffs either did not file a proposed Order with their motion, or did not serve the Order on defendants; defendants did not receive one.)

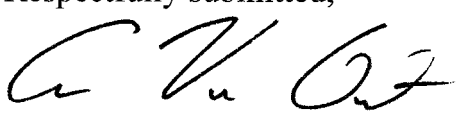
The proposed Order on Preliminary Injunction e-mailed to Chambers yesterday (attached hereto) goes much farther than the relief sought in, or the evidence and arguments submitted in support of, plaintiffs' motion. More importantly, it goes much farther than the Memorandum Opinion and Order ("Opinion" or "Op.") issued yesterday by the Court.

This Court clearly stated in the Opinion that its injunction was addressed (and limited) to the lockout, and that neither the injunction nor the Opinion "address[] the merits of the Players' antitrust claims regarding the various Player restraints such as 'restrictions on player free agency.' This Court is not presently addressing the merits of the antitrust claims regarding Player restrictions . . . ." (Op., Dkt. No. 99, at 81) (internal citations omitted)). The claims regarding Player restrictions that the Opinion did not address include plaintiffs' challenges to the draft and entering player pool, as well as their challenges to franchise player rules, transition player rules, and other restrictions on player free agency.

Contrary to the Court's Opinion, plaintiffs' proposed Order—especially paragraph 2 on page 2—would enjoin all such Player restrictions. For example, it would bar the 2011 draft (which affords exclusive negotiating rights to the club selecting the drafted player), as well as implementation of franchise and transition player rules that were in place in the 2010 League Year (which, in exchange for enhanced and guaranteed compensation, restrict the free agency rights of designated players). Aside from being expressly beyond the scope of the Opinion, these are all rules to which the NFLPA had previously agreed and that Judge Doty, in the context of approving extensions of the Stipulation and Settlement Agreement, found to be reasonable under the antitrust laws. In addition, enjoining these types of rules would impose irreparable harm on the NFL, as this district previously found. *See Powell v. NFL,* 690 F. Supp. 812 (D. Minn. 1988) (denying a preliminary injunction sought by players that would have resulted in unrestricted free agency for veteran players).

We believe that the prescriptive language of the Court's Order – "The 'lockout' is enjoined" – coupled with the Opinion that precedes that language, provides sufficient guidance of the Court's directions. If additional clarification is necessary, we respectfully request that the Court expressly confirm that the Order does not restrain or enjoin any conduct other than the lockout, and in particular that it does not restrain the draft, the entering player pool, the franchise and transition player restrictions, or any other rules concerning player free agency that were previously agreed to by the parties and approved by Judge Doty in the Stipulation and Settlement Agreement in the *White* case.

Respectfully submitted,



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cc: Counsel of Record (by ECF)
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