

EXHIBIT U

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9
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Dr. Clinton Jones, Walter Roberts,
11 III, Marvin Cobb and Bernard Parrish,
on behalf of themselves and all others
similarly situated

12
13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA
15 LOS ANGELES DIVISION

16 CV11 03118 RSWL (FFM)

17 BOB GRANT; DR. CLINTON JONES;
18 WALTER ROBERTS, III; MARVIN COBB;
BERNARD PARRISH, on behalf of
themselves and all others similarly situated,

19 Plaintiffs,

20 vs.

21 NATIONAL FOOTBALL LEAGUE
22 PLAYERS ASSOCIATION, a Virginia
corporation; and NATIONAL FOOTBALL
23 LEAGUE PLAYERS INCORPORATED
d/b/a PLAYERS INC., a Virginia
24 corporation,

25 Defendants.

CASE NO.

COMPLAINT FOR BREACH OF
FIDUCIARY DUTY AND AN
ACCOUNTING

(DEMAND FOR JURY TRIAL)

26 Plaintiffs Bob Grant ("Grant"), Clinton Jones ("Jones"), Walter Roberts, III
27 ("Roberts"), Marvin Cobb ("Cobb") and Bernard Parrish ("Parrish"), by and through their
28 undersigned attorneys, bring this Complaint on behalf of themselves and other similarly

BY: _____
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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

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ATTORNEYS AT LAW

1 situated retired National Football League ("NFL") players against the National Football
2 League Players, Inc. ("PLAYERS INC.") and its parent labor union, the National
3 Football League Players Association (the "NFLPA" or the "Players Union") (sometimes
4 collectively referred to as "Defendants"), as follows:

5 I.

6 INTRODUCTION

7 In 2007, Herbert Anthony Adderley, Bernard Parrish and a class of similarly
8 situated retired NFL players brought a class action lawsuit alleging breach of contract
9 and breach of fiduciary duty against the NFLPA and PLAYERS, INC., entitled *Adderley*
10 *et al. v. National Football League Players Association et al.*, Case No. 07-0943 WHA
11 (hereinafter "the Adderley Action").

12 A class was certified in the Adderley Action, with Mr. Adderley as the class
13 representative, consisting of "all retired NFL players who executed a group licensing
14 authorization form (GLA) with the NFLPA that was in effect at any time between
15 February 14, 2003 and February 14, 2007 and which contains the following language:
16 "[T]he moneys generated by such licensing of retired player group rights will be divided
17 between the player and an escrow account for all eligible NFLPA members who have
18 signed a group licensing authorization form." ("the Adderley Class").

19 In the Adderley Action, Plaintiffs alleged, and the jury found, that the NFLPA
20 breached a fiduciary duty to the Adderley Class by failing to pursue licensing
21 opportunities on behalf of the retired players, concentrating its efforts instead on current
22 players.

23 This case is a class action lawsuit brought by Grant, Jones, Roberts, Cobb and
24 Parrish (collectively, "Plaintiffs"), on behalf of themselves and a class of retired NFL
25 football players who were **not** included in the Adderley Class definition. Plaintiffs in this
26 case were excluded from the settlement in the Adderley Action on the grounds that they
27 did not have and/or did not produce a signed GLA with the class certified language, or
28 were not listed on the formal certified class list.

1 However, regardless of the settlement in the Adderley Action, according to the
2 NFLPA and PLAYERS INC., a GLA is not a prerequisite to participate in Defendants'
3 Group Licensing Program. Accordingly, Plaintiffs and the Class have been wrongfully
4 denied licensing royalties in connection with the GLAs and other licensing opportunities
5 entered into between Defendants and third parties.

6 Plaintiffs allege that Defendants have breached their fiduciary duties to them and
7 the Class in connection with licensing their names, likenesses, pictures, photographs,
8 voices, facsimile signatures and/or biographical information (collectively referred to
9 herein as "identity") to third parties (or failed to do so). Plaintiffs seek relief on behalf of
10 themselves and the Class for breach of fiduciary duty.

11 **II.**

12 **JURISDICTION AND VENUE**

13 1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332
14 (diversity jurisdiction) because one or more Class members is a citizen of a state
15 different from Defendants; there are more than 100 class members; and, on information
16 and belief, the aggregate amount in controversy exceeds the jurisdictional amount of \$5
17 million.

18 2. Venue in this Court is proper under 28 U.S.C. § 1391 because a
19 substantial part of the events or omissions giving rise to the claims occurred in this
20 district.

21 **III.**

22 **THE PARTIES**

23 **A. Plaintiffs**

24 3. Plaintiff Bob Grant is an individual who is a resident and citizen of Los
25 Angeles, California.

26 4. Plaintiff Dr. Clinton Jones is an individual who is a resident and citizen of
27 Los Angeles, California.

28

1 5. Plaintiff Walter Roberts, III, is an individual who is a resident and citizen of
2 Los Angeles, California.

3 6. Plaintiff Marvin Cobb is an individual who is a resident and citizen of Los
4 Angeles, California.

5 7. Plaintiff Bernard Parrish is an individual who is a resident and citizen of
6 Gainesville, Florida.

7 **B. Defendants**

8 8. The NFLPA, formed in 1956, is a Virginia corporation that at all times
9 material hereto, acted as the labor union for professional football players in the NFL.
10 The NFLPA's principal place of business is 2021 L Street, Washington, D.C. The
11 NFLPA transacts a substantial amount of business in the Central District of California.

12 9. Almost all active NFL players grant the right to market their names and
13 images to the NFLPA under the Collective Bargaining Agreement ("CBA") with the NFL.
14 Even though retired NFL players are not and cannot be a party to the CBA, the NFLPA
15 actively solicits retired NFL players to pay an annual fee for membership. Based on
16 information and belief, payment of membership dues is not a prerequisite to be a
17 member of the NFLPA for purposes of the NFLPA undertaking to represent retired
18 players in licensing their rights and identity to third parties.

19 10. Formed in 1994, PLAYERS INC. is a for profit corporation owned by the
20 NFLPA. According to a Form 990 filed by Defendant NFLPA, seventy-nine percent
21 (79%) of PLAYERS INC. is owned by the NFLPA. PLAYERS INC. is a Virginia
22 corporation with its principal place of business at 2021 L Street, Washington, D.C.

23 11. PLAYERS INC. and the NFLPA have sought to become the exclusive
24 representatives for group licensing of active and retired players with respect to licensed
25 products, such as trading cards, video games, television and radio programming,
26 personal appearances, autograph signings, an Internet site and events such as the
27 Super Bowl.

28 ///

IV.

SUBSTANTIVE ALLEGATIONS OF GRANT, JONES, ROBERTS,
COBB, PARRISH AND THE CLASS MEMBERS

12. The NFLPA provides for membership of retired NFL players, and in some instances, actively solicits the membership of such retired NFL players. In particular, the NFLPA's Constitution, dated March 2007, based on information and belief, was in effect during the relevant limitations period herein, recognizes that because "retired players still have a stake in the actions of the NFLPA, the Board of Player Representatives has authorized a retired players organization." (See Exh. A (NFLPA Constitution dated March 2007), Art. II at 7, attached hereto and incorporated by reference.)

13. Based on information and belief, the NFLPA actively solicits retired NFL players to join (or renew their membership) in the NFLPA, including Plaintiffs and other members of the Class. However, based on information and belief, the payment of dues is not a requisite to be a member of the NFLPA for purposes of the NFLPA undertaking to represent retired NFL players in licensing their rights and identity to third parties. Accordingly, whether dues paying or not, Plaintiffs are currently active members of the NFLPA.

14. On various occasions, PLAYERS INC. has made inconsistent, misleading and ambiguous representations about the number of retired players that it purports to represent and the rights it has licensed on behalf of retired players. In February 2007, PLAYERS INC.'s website stated that PLAYERS INC. represents "over 3000 retired players." However, PLAYERS INC. has subsequently changed its website to say that PLAYERS INC. represents "many memorable retired NFL players." Patricia Allen, former Executive Vice President and Chief Operating Officer of PLAYERS INC., has previously testified that PLAYERS INC. had access to 3,500 retired players.

15. Among other things, the NFLPA Constitution provides that all retired members have a right to:

1 Receive NFLPA publications, the retired player
2 publications, and other information which may affect his
3 retirement benefits or other benefits he may be entitled
4 to as an NFL player.

5 (Exh. A, Art. II at 7 (emphasis added).)

6 **A. Defendants' Group Licensing Program**

7 16. The NFLPA promotes a "Retired Players Group Licensing Program,"
8 through which it solicits retired players to grant to the NFLPA a group license, giving it
9 the non-exclusive right to market the retired player's name, number, likeness, voice,
10 facsimile signature, photograph, picture, and/or biographical information (collectively
11 'image') in the NFLPA Retired Group Licensing Program. The NFLPA has solicited
12 Plaintiffs (and other retired NFL members) to provide their name and image rights to the
13 NFLPA. PLAYERS INC. has access, and could deliver in the marketplace that access,
14 to over 3,500 retired NFL players.

15 17. After securing group licensing rights from retired players, the NFLPA
16 obtains the exclusive right to use the retired players' name, number, likeness, voice,
17 facsimile, signature, photograph, picture, and/or biographical information (collectively
18 'image') in licensed programs involving six or more players. The NFLPA has assigned,
19 and will continue to assign, those rights to PLAYERS, INC.

20 18. Group licensing programs are defined as those programs in which a
21 licensee utilizes a total of six (6) or more NFL players in conjunction with or on products
22 that are sold at retail or used as promotional or premium items. The players may be
23 depicted individually on a product as part of a series or collectively with other players.
24 Some PLAYERS INC group licensing programs utilize as few as 6 players and others
25 as many as 1,800 league-wide. PLAYERS INC works with more than 60 licensees
26 whose products include: Trading cards (500+ players), Videogames (1,500 + players),
27 Apparel (1,000+ players) and Collectibles (75+ players).
28

1 19. Although Defendants assert that they represented over 3,500 retired
2 players in connection with the Group Licensing Program in the Adderley Action,
3 plaintiffs' counsel in that case only included a segment of the retired players that were
4 otherwise eligible to receive a share of Defendants' gross revenues received from
5 group licensing revenue pool. Specifically, in the Adderley Action, the "GLA Class" was
6 limited to:

7 All retired NFL players who executed a group licensing
8 authorization form ('GLA') with the NFLPA that was in
9 effect at any time between February 14, 2003 and February
10 14, 2007 and which contains the following language:
11 '[T]he moneys generated by such licensing of retired player
12 group rights will be divided between the player and an
13 escrow account for all eligible NFLPA members who have
14 signed a group licensing authorization form.'

15
16
17 The total number of players certified by the Court in the "GLA Class" was 2,062.

18 20. However, according to representations made by the NFLPA and
19 agreements entered into by the NFLPA there were substantially more than 2,062 retired
20 players, and execution of a written GLA was not a condition to participation in the
21 NFLPA's Group Licensing Program.

22 **B. The NFLPA and PLAYERS INC. Have Breached Fiduciary Obligations**
23 **to Those Retired Players Who, Like Plaintiffs, Joined the NFLPA**

24
25 21. By virtue of the retired players' membership in the NFLPA, and providing
26 the NFLPA with access to the retired players' rights and identities for licensing to third
27 parties, the NFLPA and PLAYERS INC stand in fiduciary relationship to Plaintiffs and
28 other members of the Retired NFLPA Member Class. There is an express statement

1 on the NFLPA's website that it "represents" thousands of retired players with respect to
2 their names and likenesses." Thus, Defendants publicly acknowledged their role as
3 agents for retired NFL players. (See Adderley Action, Docket No. 605, Ruling on Post
4 Trial Motions at 4, a true and correct copy is attached hereto as Exh. B.) However, as
5 judicially determined in the Adderley Action, Defendants made no effort to market
6 retired players and merely created an "illusion of representation." (See Exh. B at 2.)

7
8 22. The NFLPA and PLAYERS INC. actively solicit retired players, including
9 Plaintiffs, to participate in the Retired Players Group Licensing Program through, *inter*
10 *alia*, membership in the NFLPA. Participation in the Group Licensing Program created
11 an exclusive licensing relationship between PLAYERS INC. and the retired players.

12
13 23. However, as the NFLPA and the authorized representatives make clear,
14 and as set forth above, execution of a GLA was not a requirement to participate in the
15 Group Licensing Program. The language on PLAYERS INC's website does not
16 distinguish between active and retired players and/or players who signed a document
17 deemed "a masterpiece of obfuscation" by the Court in the Adderley Action. It is
18 against this backdrop that Plaintiffs allege the following basis for their fiduciary duty
19 claims against Defendants.
20

21 **C. NFLPA Membership Creates an Express Agency Relationship**

22 24. As the representatives of the retired players who were members of the
23 NFLPA during the class period, Defendants have created and accepted an express
24 agency relationship between themselves and the retired players. Defendants had the
25 ability to negotiate and ultimately execute licensing agreements on behalf of Plaintiffs
26 and the Class by virtue of their membership in the NFLPA. Based on information and
27 belief, membership in the NFLPA granted Defendants the express right to market the
28

1 images of Plaintiffs and the other Class members.

2 25. Based on information and belief, the NFLPA has admitted that it
3 “represents” all retired NFLPA members, *whether or not they ever signed a GLA,*
4 *because those players were available to PLAYERS INC by virtue of their membership in*
5 *the NFLPA:*

6
7 PLAYERS INC. admits that it has previously made
8 statements regarding ‘representing’ specific numbers of
9 retired players but a reasonable inquiry has not disclosed
10 any statements in which PLAYER INC. purported to
11 represent ‘all’ retired players. With respect to its previous
12 statements regarding ‘representing’ specific numbers of
13 retired layers, [PLAYERS INC was indicating that it had
14 access to certain numbers of retired players via the NFLPA
15 Retired Players Association, and that PLAYERS INC had the
16 ability to solicit the participation of such players in Licensing
17 activities to the extent that potential third-party licensees
18 indicated an interest in pursuing licensing opportunities with
19 such players.]
20
21

22 D. NFLPA Membership and the Surrounding Circumstances Create an
23 Agency Relationship by Operation of Law and/or As Can Be Inferred
24 or Implied by the Conduct of the Parties and Surrounding
25 Circumstances

26 26. Membership in the NFLPA created an agency relationship either by
27 operation of law and/or as can be inferred or implied based on the conduct of the
28

1 parties and the circumstances of the case. Based on information and belief,
2 Defendants have enjoyed substantial benefits, financial and otherwise, from these
3 agency relationships, including receipt of dues, access to Plaintiffs, the putative class
4 and/or retired players for purposes of pursuing commercial marketing opportunities with
5 existing and potential NFL sponsors, as well as hundreds of millions of dollars in
6 revenues. Defendants should now be estopped from disavowing their resulting
7 obligations.
8

9 27. In addition, Defendants have assumed a fiduciary relationship with the
10 retired players who assigned their rights to them, and are obligated to act with the
11 highest duty of loyalty and regard for the interests of those retired players. These
12 duties include fiduciary obligations that arise, among other ways, from the NFLPA's role
13 as an association in which those retired players who participated in the Group Licensing
14 Program were also members. Based on information and belief, any retired player who
15 paid membership dues is a member of the NFLPA.
16

17 28. When deciding to join the NFLPA and in paying dues, Plaintiffs and the
18 Class members rely at least in part on the NFLPA's membership solicitation and
19 promises (as set forth in the NFLPA Constitution, the NFLPA website and information
20 available to the general public). Plaintiffs reasonably expected that in exchange for
21 their membership in the NFLPA, Defendants would act in good faith on their behalf and
22 otherwise in their best interest.
23

24 29. The NFLPA and PLAYERS INC. have actively solicited retired players for
25 membership in the NFLPA to provide Defendants with desired access to these players
26 for purposes of pursuing commercial activities, including, but not limited to, licensing of
27 the retired players' rights. More specifically, Defendants have a complete monopoly
28

1 over information relevant to retired NFLPA benefits, including “information which may
2 effect [their] retirement benefits or other benefits [they] may be entitled to as [] NFL
3 player[s].” (See Exh. A, Art. II at 7.)

4
5 30. By example, a PLAYERS, INC. license agreement with a large scale
6 entertainment company provides, in pertinent part:

7 Licensee . . . acknowledges that PLAYERS INC. also on
8 occasion secures authorization for inclusion in PLAYERS
9 INC licensing programs from players, including but not
10 limited to retired players, who have not entered into such
11 Group Licensing Authorization, but who, nevertheless,
12 authorize PLAYERS INC to represent such players for
13 designated PLAYERS INC licensed programs.
14

15 31. Clearly, a GLA, a document that a court has already determined to be a
16 “masterpiece of obfuscation,” was not a prerequisite for Defendants to represent
17 Plaintiffs and the Class nor is it a prerequisite for Plaintiffs and the Class to obtain
18 royalties from licensing agreements with third parties. The NFLPA has received in
19 excess of \$200 million in revenue as a result of its licensing programs.
20

21 32. The Group Licensing Program funds have purportedly been placed into a
22 common fund for distribution to NFLPA members. However, Plaintiffs and the Class
23 have yet to receive any remuneration from Defendants from those funds or in
24 connection with the Defendants Group Licensing Program.

25 33. Plaintiffs and, based on information and belief, other members of the
26 Class, relied on Defendants to act in good faith and to represent their best interests in
27 connection with group licensing opportunities. Because of this, Plaintiffs and other
28

1 members of the Class did not pursue licensing opportunities on their own behalf. Even
2 if they had, however, their efforts would have been highly unlikely to succeed. As noted
3 above, although the agency relationship between the parties is purportedly “non-
4 exclusive,” on information and belief, Defendants acted as exclusive licensing agents by
5 virtue of their operation and representations to licensors and the public. In undertaking
6 this obligation Defendants did not pursue licensing opportunities in good faith resulting
7 in lost opportunity for substantial licensing income for Plaintiffs and the Class.
8

9 34. Plaintiffs and other members of the Class also relied upon Defendants’
10 representations that group licensing revenues would be distributed to all eligible NFLPA
11 members who participated in the Group Licensing Program – in deciding to participate
12 in the Retired Players Group Licensing Program, and in authorizing Defendants to
13 represent them in connection with group licensing opportunities. In doing so, Plaintiffs
14 and other Class members reasonably expected that the NFLPA and PLAYERS INC.
15 would act in good faith towards them.
16

17 35. Defendants owed Plaintiffs and each represented NFLPA member a
18 fiduciary duty to act in a fair and equitable manner consistent with the best interests of
19 retired players. Instead, Defendants have acted in an arbitrary, capricious and
20 inequitable manner, contrary to their fiduciary obligations in order to line their own
21 coffers.
22

23 E. Defendants Breached the Fiduciary Duties Owed to Plaintiffs and
24 Other Retired NFLPA Members

25 36. Without the knowledge of retired players such as Plaintiffs, the NFLPA
26 entered into, and continues to enter into, agreements with NFL sponsors and other third
27 parties, the terms of which would entitle all retired NFLPA members, including Plaintiffs
28

1 and the Class members, to a share of the group licensing revenues.

2 37. The actions of PLAYERS INC. and the NFLPA are particularly egregious
3 because Defendants kept secret from, and refused to provide to Plaintiffs and the other
4 retired players, the pertinent and critical information that would have revealed their
5 actions, leaving such players unable to know what was happening and unable to protect
6 themselves.
7

8 38. More specifically, Defendants have violated fiduciary duties to Plaintiffs
9 and the putative Class in at least the following ways:

- 10 • PLAYERS INC. and the NFLPA have violated a continuing duty to the
11 Class members to accurately report licensing revenues to members of the
12 Class, and they have violated a duty to report such revenues to the
13 members of the Class in a timely fashion;
- 14 • PLAYERS INC. and the NFLPA have not distributed revenues to Plaintiffs
15 and the members of the Class that should have been distributed and were
16 owed to them; and
- 17 • PLAYERS INC. and the NFLPA have placed themselves in a position of
18 conflict of interest and have acted adversely to the interest of retired
19 NFLPA members.
20
21

22 39. As a result of the unlawful conduct complained of above, Plaintiffs seek
23 an accounting of the funds received and distributed by PLAYERS INC. in connection
24 with its claimed representation of retired players who participated in the Group
25 Licensing Program. Plaintiffs also seek damages on behalf of the putative Class, in an
26 amount to be proven at trial, which, on information and belief, will exceed the
27 jurisdictional amount of \$5 million.
28

V.

CLASS ACTION ALLEGATIONS

1
2
3 40. Plaintiffs bring this class action on behalf of themselves and all others
4 similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This
5 action is maintainable as a class action pursuant to Fed. R. Civ. P. 23(a), (b) and (d).
6

7 **A. The Retired NFLPA Class**

8 41. Plaintiffs Grant, Jones, Roberts, Cobb and Parrish bring claims of breach
9 of fiduciary duty, on behalf of a nationwide class seeking damages and an accounting
10 (the "RETIRED NFLPA CLASS").

11 42. The RETIRED NFLPA CLASS is defined as all those retired NFL players
12 who are members of the NFLPA and who did not sign GLAs that contain the language
13 certified by the Court in the Adderley Action (or are otherwise limited by the Adderley
14 Class).
15

16 43. The size of the class and identities of the individual members are
17 ascertainable through Defendants' records and the records of the NFLPA.

18 44. Members of the Class may be notified of the pendency of this action by
19 techniques and forms commonly used in class actions, such as by published notice, e-
20 mail notice, website notice, first-class mail or combinations thereof, or by other methods
21 suitable to these classes and deemed necessary and/or appropriate by the Court.
22

23 45. There is a well-defined community of interest and common questions of
24 law and fact affecting the members of the RETIRED NFLPA CLASS as required by
25 Rule 23(a)(2). The questions of law and fact common to the RETIRED NFLPA CLASS
26 predominate over any questions affecting only individual members and include, but are
27 not limited to, the following:
28

1 marketing opportunities, including licensing opportunities.

2 49. Defendants have breached that duty by, among other things: (1) failing to
3 work in good faith on their behalf, including, but not limited to, in pursuing commercial
4 and other opportunities for retirees; and/or (2) failing and refusing to provide them with
5 information affecting their retirement benefits or other benefits to which they may be
6 owed, including any rights or benefits derived from commercial and other opportunities,
7 including the licensing of the retired players' rights; (3) meddling or interfering with the
8 rights of retired players through licensing agreements with licensees of Defendants;
9 and/or (4) failure to pay deserving retired players a percentage of revenue from the
10 Group Licensing Revenue Pool estimated to be hundreds of millions of dollars.

11 50. As a direct and proximate result of Defendants' breaches of fiduciary duty,
12 each member of the RETIRED NFLPA CLASS has suffered damages in an amount
13 subject to proof that, collectively, exceeds the jurisdictional minimum of the court.

14 51. As a result of Defendants' acts and/or omissions, Plaintiffs and the
15 RETIRED NFLPA CLASS are entitled to recover actual damages, punitive damages
16 and attorneys' fees.

17 **SECOND CAUSE OF ACTION**
18 **(For an Accounting)**
19 **(Against All Defendants)**

20 52. Plaintiffs incorporate by reference paragraphs 1 through 51
21 above as though set forth fully herein.

22 53. By virtue of the fiduciary relationship and their status as retired members
23 of the NFLPA, Plaintiffs are entitled to information concerning monies due to them from
24 the NFLPA and/or PLAYERS INC. As set forth in the NFLPA Constitution, Plaintiffs
25 and other Class members have a right to receive from the NFLPA, "information which
26
27
28

1 may effect their retirement benefits or other benefits [they] may be entitled to as an
2 NFL player.” (Exh. A, Art. II at 7 (emphasis added).)

3 54. Defendants are acting as a fiduciary to Plaintiffs and the Class.

4 55. By virtue of the acts and omissions described above, Plaintiffs do not
5 have adequate information to determine what monies are due to them as a result of
6 Defendants' actions. On information and belief, Defendants have not made an
7 accounting to retired NFL players of licensing and/or marketing distributions.
8

9 56. The exact amount of money received and distributed by PLAYERS INC. in
10 connection with the licensing and marketing of Plaintiffs and the RETIRED NFLPA
11 CLASS, including monies distributed to or misappropriated by Defendants, is unknown
12 and cannot be ascertained without an accounting of the funds.
13

14 57. A balance is due to Plaintiffs and there is no adequate remedy at law to
15 obtain that balance without an accounting.

16 VII.

17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly
19 situated, pray as follows:
20

- 21 a. That the Court determines that this action may be maintained as a class
22 action under Rule 23 of the Federal Rules of Civil Procedure, and that
23 Maxwell M. Blecher, Esq., of Blecher & Collins, P.C., be appointed as lead
24 class counsel.
- 25 b. That Plaintiffs and each and every member of the Class recover: (i)
26 damages determined to have been sustained by each of them, including
27 punitive damages; and (ii) that joint and several judgments in favor of
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Plaintiffs and each and every member of the Class, respectively, be entered against Defendants.

- c. That an accounting by accountants of Plaintiffs' choice be ordered by the Court at the expense of Defendants.
- d. That Plaintiffs and other members of the Class recover their costs of this suit, including reasonable attorneys' fees, as provided by law.
- e. That Plaintiffs and the other members of the Class be granted such other, further and different relief as the nature of the case may require or as may seem just and proper to this Court.

Dated: April 12, 2011

BLECHER & COLLINS, P.C.
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury pursuant to the Federal Rules of Civil Procedure, Rule 38(b) (28 U.S.C. Rule 38) and L.R. 38-1.

Dated: April 12, 2011

BLECHER & COLLINS, P.C.

By 

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Attorneys for Plaintiffs Bob Grant,
Dr. Clinton Jones, Walter Roberts,
III and Marvin Cobb, on behalf of
themselves and all others similarly
situated

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ATTORNEYS AT LAW

NFL PLAYERS ASSOCIATION
CONSTITUTION



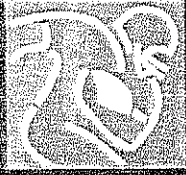
NFL PLAYERS
ASSOCIATION



NFL PLAYERS
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NFL PLAYERS
ASSOCIATION

"WE, THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION ...PAY HOMAGE TO OUR PREDECESSORS FOR THEIR COURAGE, SACRIFICE, AND VISION; ...PLEDGE TO PRESERVE AND ENHANCE THE DEMOCRATIC INVOLVEMENT OF OUR MEMBERS; ...CONFIRM OUR WILLINGNESS TO DO WHATEVER IS NECESSARY FOR THE BETTERMENT OF OUR MEMBERSHIP — TO PRESERVE OUR GAINS AND ACHIEVE THOSE GOALS NOT YET ATTAINED."

ADAPTED FROM THE PREAMBLE TO THE NFLPA CONSTITUTION.

MARCH, 2007

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NFL PLAYERS ASSOCIATION CONSTITUTION

PREAMBLE

The duly elected Player Representatives of the players in the National Football League adopt this Constitution to provide for the democratic governance of the affairs of this organization. In recognition of the unique nature of our work and our industry, we restate our principles as a single-level, national labor organization, while confirming our willingness to disband if it again becomes necessary to do so for the betterment of our membership. We pay homage to our predecessors for their courage, sacrifice and vision. We carry forward many of the provisions of our former constitution. But we must adopt and implement new ideas and technologies to enhance democratic participation and greater membership involvement in their affairs. * Our structure must accommodate new voices in an ever-changing, transient and seasonal work force, but it must also recognize that experienced leadership and organizational continuity are essential to preserve our gains and to permit us to achieve those goals not yet attained. Our geographically dispersed membership requires a special form of representation. * The structure of the National Football League and its labor relations administration as well as our multi-employer bargaining agreement require that we have a centralized full-time staff and a strong full-time executive to direct the staff. That executive must be accountable to an active player president, to a broad-based executive committee of active players and, ultimately, to the Player Representatives. * Our organization has stood the tests of time and adversity and has served the interests of our membership. We intend to maintain and strengthen it.

MARCH, 2007

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Article I: NAME AND PRINCIPAL OFFICE

1.01 This organization shall be known as the NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION (hereinafter referred to as the "NFLPA").

1.02 The principal office of the NFLPA shall be located in Washington D.C. or at such other place as the Board of Representatives of the NFLPA may from time to time designate. Regional offices may be established and maintained as the Board may from time to time direct.

1.03 The purposes of the NFLPA shall be to provide professional football players employed by Clubs of the NFL with an organization dedicated to the promotion and advancement of all players and of the sport of professional football; the improvement of economic and other working conditions of players; the betterment and maintenance of relations between players, owners, coaches and staffs; the furnishing of information and the providing of membership services; the negotiation, execution and administration of collective bargaining agreements; the resolution of player grievances, disputes and arbitrations arising under collective bargaining agreements; the representation of members in connection with common problems; the development of enterprises aimed at developing further benefits for the NFLPA and its members; assistance in providing educational advancement and training for members; encouragement of cultural, civic, legislative, charitable and other activities which further the interest of the NFLPA and its members, directly or indirectly; cooperation with and assistance to other organizations having purposes or objectives in whole or in part similar to those of the NFLPA; and the performance of all other actions consistent with this Constitution and appropriate to implement and fulfill the purposes, rights and responsibilities of the NFLPA.

1.04 In furtherance of these purposes, the NFLPA is affiliated with the Federation of Professional Athletes (FPA). The FPA is a federation which admits sports unions as members. Through its membership in the FPA, the NFLPA is affiliated with the American Federation of Labor-Congress of Industrial Unions (AFL-CIO). The Board or Representatives shall have the power to authorize such affiliations or mergers and to approve relevant amendments to this Constitution in connection therewith by vote of two-thirds (2/3) of the votes

cast by the members of the Board of Representatives present at such meeting in the manner described by Article IX of this Constitution. In this connection, the Board of Representatives may, in its discretion, conduct a referendum vote among members on such basis as the Board of Representatives may determine. The result of such referendum, if conducted, shall be advisory only.

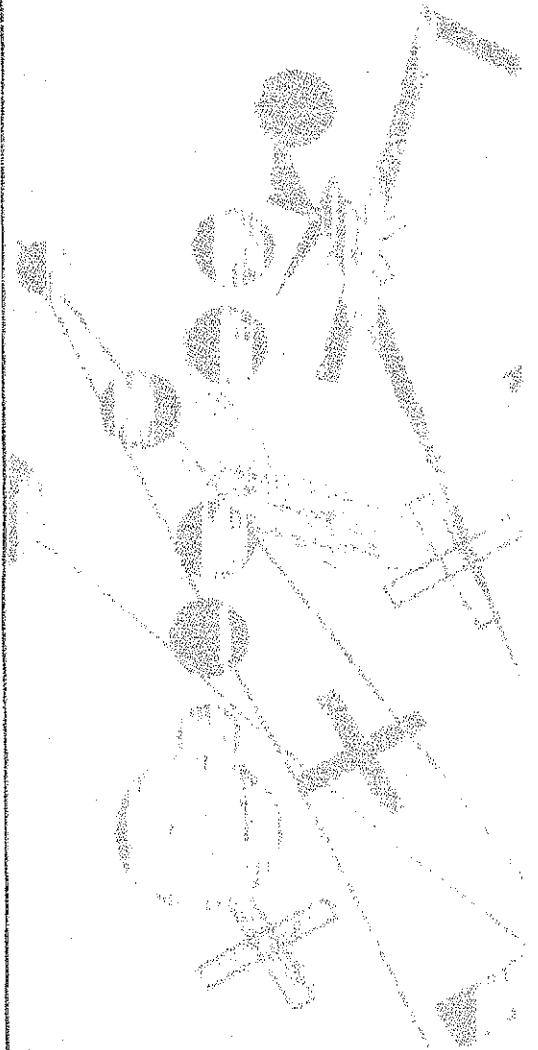
Article II: MEMBERSHIP

2.00 Active Members.

There shall be three types of membership in the NFLPA: active, retired and associate membership. Only active members in good standing shall be eligible to vote in elections of Player Representatives and Alternates, contract ratification or any other matter which affects active players.

2.01 Any person who is employed as a professional football player by a member club of the NFL shall be eligible to be an active member of the NFLPA, including any player who is a party to an NFL Player Contract. A player actively seeking employment as a professional football player shall also be eligible to be a member of the NFLPA.

2.02 NFLPA membership dues for active members shall be paid on an annual basis. The amounts of such annual membership dues shall be established from time to time by the Board of Representatives. A member employed by a member club or clubs for less than a full season shall pay a pro rata amount of dues equal to the percentage of regular season weeks he is employed in that season. The active membership dues of players signed to Practice Player Contracts shall be one-fourth (1/4), or some other fraction as determined by The Board of Representatives, of the regular annual dues of active players payable pro rata for each week he is on the Practice Squad, and shall be at the regular dues rate for active players for each week that the player receives active list salary. The reduced dues rate shall not affect the Practice Players right to vote on all matters as other active members.



2.03 Annual membership dues shall be due and payable in four (4) equal monthly installments. A monthly installment shall be due and payable on the last day of the months of September through December. No member whose initiation fee, if any, and annual membership dues have been with-held by his employer for payment to the NFLPA pursuant to his check-off authorization shall be declared not in good standing by reason of a delay or default in the payment of such fee or dues by the employer to the NFLPA.

2.04 A person eligible for active membership may become a member of the NFLPA by paying to the NFLPA the initiation fee, if any, and dues for membership or by executing an NFLPA check-off authorization of dues for membership and any initiation fee and by transmitting such authorization to the national office of the NFLPA.

2.05 Each member agrees to be bound by the provisions of this Constitution and by any by-laws, rules or other regulations duly adopted by the NFLPA pursuant to this Constitution or as otherwise authorized by law. If the Board of Representatives adopts a system of regulations of contract advisors or player agents, which it amends from time to time, for the protection of the rights of players and agents/contract advisors alike, a member acknowledges and agrees to comply with and be bound by all of the provisions and procedures of the agent/contract advisor regulation system, as amended. By his membership in the NFLPA, a member further agrees to arbitrate any player-agent/contract advisor disputes which may arise through the NFLPA agent/contract advisor regulation system and that any decision of the arbitrator under the system will be final and binding on him. Each member further agrees to save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to any acts or omissions of an agent or contract advisor in providing representation to any players whether or not such acts or omissions fall within the activities governed by the agent/contract advisor regulation system.

2.06 Any member who shall be in arrears on any monthly installment for payment of dues, fines or assessments shall automatically stand suspended at the end of one month in arrears and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended

for failure to pay dues shall be under a continuing obligation to pay dues during the period of his suspension.

2.07 In the event that a special or general assessment shall become necessary and in the best interests of the NFLPA, the same shall be established and required of each member by action of the Board of Representatives.

2.08 The Board of Representatives shall have the discretion to determine all circumstances under which dues, assessments or fines may be remitted, tolled, waived or rebated.

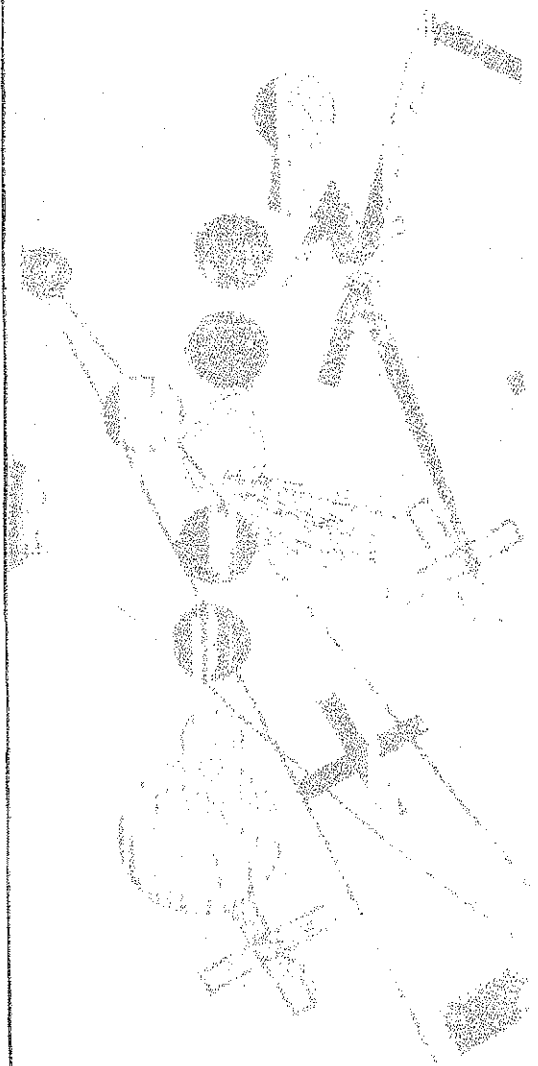
2.09 A suspended member may re-establish his membership by payment of dues, fees, fines and assessments in arrears.

2.10 Membership in the NFLPA, the conditions and obligations thereof as herein set forth, shall not be affected by a member moving from one club to another.

2.11 Retired Members

Recognizing that retired players still have a stake in the actions of the NFLPA, the Board of Player Representatives has authorized a retired players organization. Any person who has been an active player in the NFL by virtue of his signing an NFL contract may join the NFLPA as a retired player member after retiring from football. A retired member shall have the right to:

1. Attend the annual NFLPA convention and participate in all convention activities with the exception of meetings designated for active NFLPA members only.
2. Receive NFLPA publications, the retired players publications, and other information which may affect his retirement benefits or other benefits he may be entitled to as an NFL player.
3. Participate in NFLPA special events including those scheduled for both active and retired players.



4. Be represented on the Bert Bell/Pete Rozelle NFLPA Retirement Board by a retired member appointed by the NFLPA active Board of Player Representatives.
5. Affiliate with a local chapter of the NFLPA retired players organization wherever a group of members may apply for chapter certification.

The President of the Retired Players Steering Committee and one additional member of the the Steering Committee shall be invited to attend regular meetings of the Board of Player Representatives, and shall be given an opportunity to address the Board during the general session.

Upon official retirement and/or collection of Severance Pay, each retiring NFL player shall receive membership in the NFLPA Retired Players Organization for two (2) years without annual dues. Retired members otherwise shall be charged annual membership dues with the option of paying multi-year or lifetime dues memberships. The amounts of such dues shall be established to cover all reasonable administrative costs.

Except as specifically authorized through collective bargaining, neither the NFLPA nor any Chapter shall offer, sponsor, endorse or recommend for retired members any health or life insurance program or any retirement or other benefit plan or program of any kind, and the NFLPA and the Chapters shall assume no liability whatsoever for any claim, benefit or amount owing under any plan or program in which Chapter members participate.

2.12 Retired Members – Removal of Chapter Officers

The NFLPA Retired Players Steering Committee, elected at the national convention of Retired Players Chapters, shall, in its sole discretion, have the authority to remove any Chapter Officer from his position upon a determination that the Officer has:

- Caused or failed to prevent a Chapter from violating the NFLPA Retired Players Chapters Local Bylaws or any other binding contract to which the Chapter is a party;

- Engaged in conduct detrimental to the Chapter; or
- Engaged in conduct prohibited under applicable law or regulations.

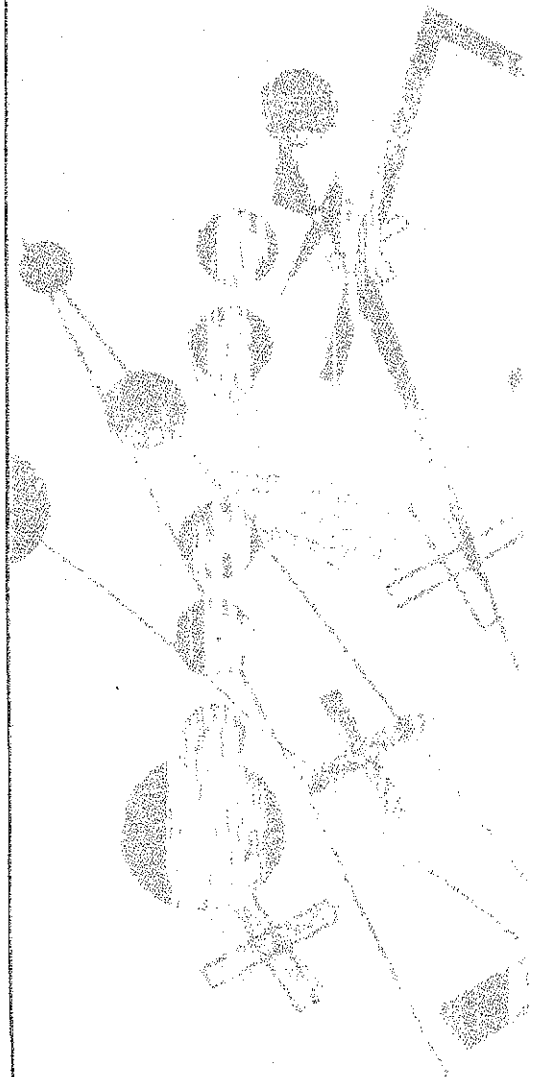
Any officer so accused shall be served with written notice of specific charges, given reasonable time to prepare his defense, and afforded a hearing before the Steering Committee. A determination by the Steering Committee shall not be subject to appeal and shall be final and binding on the Chapter and its members. Any Officer removed shall be barred from being elected as an Officer for two (2) years from the date of his removal.

This provision shall be deemed retroactive to all former NFL players who have previously enrolled in the NFLPA retired players program instituted in 1977.

Article III: PLAYER AND ALTERNATE PLAYER REPRESENTATIVES

3.01 There shall be a Player Representative and an Alternate Player Representative from each club.

3.02 The Player Representative shall assist in the implementation of the Collective Bargaining Agreement; exercise direct responsibility for new memberships and for the execution of check-off authorizations by members and non-members; receive and provide information concerning the processing of grievances; cooperate with the officers and staff of the NFLPA in the promotion and operation of the NFLPA programs; attend, unless physically incapacitated, all meetings of the Board of Representatives, and all NFLPA conventions; appoint and coordinate the operation of the Team Council which will assist him in performing his duties; advance the policies and interests of the NFLPA; perform such duties as may be from time to time directed by the Board; and facilitate communication between members and the NFLPA. The Player Representative shall respect the confidentiality of all meetings of the NFLPA in all matters concerning relations with management, and in the position papers and reports of the Association covering collective bargaining negotiations, and shall not communicate with management representatives in any manner as to those confidential Association matters. The Player Representative shall have an affirmative duty to communicate with the national



office on a regular basis and at the very minimum by a telephone call, personal visit, or other direct communication, once every two weeks.

3.03 Either one unexcused absence by a Player Representative from regularly scheduled meetings for the Board of Representatives as described in Section 5.04 hereof or failure by a Player Representative to maintain communication with the national office as provided for Section 3.02 shall result in the Player Representative being automatically expelled from the Board unless at the next following meeting of the Board of Representatives, upon presentation of his reasons, the Board upon a majority of the votes cast adopts a resolution of good cause for the absence or failure to communicate as required.

3.04 The Alternate Player Representative shall assist the Player Representative in the performance of his duties as set forth in Section 3.02.

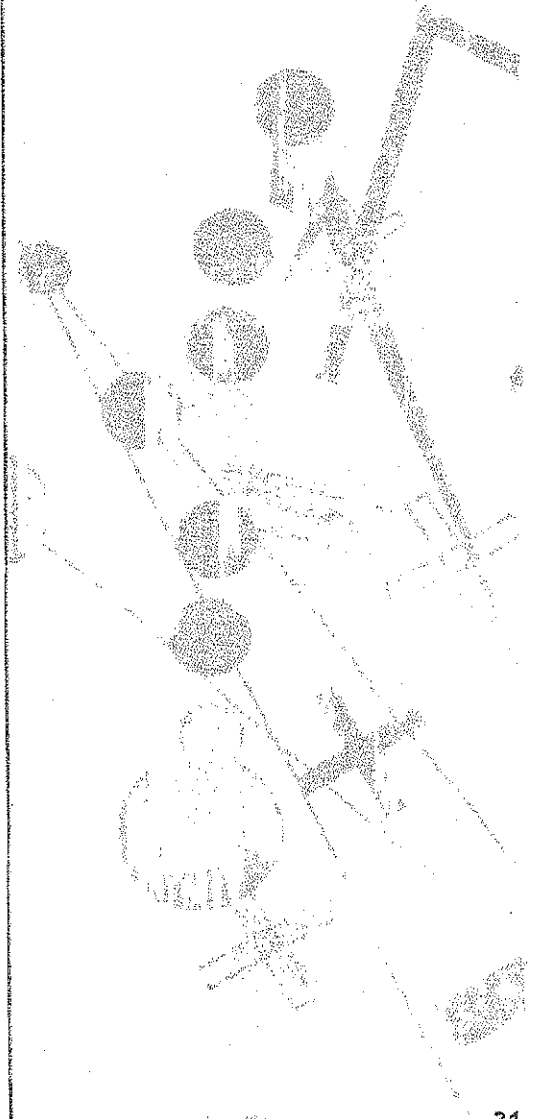
3.05 The active members in good standing from each club shall by secret ballot elect from among their number, a Player Representative and an Alternate Player Representative on a date before the eighth regular League game of each even-numbered year, commencing in 1996, as directed by the Board of Representatives. The Player Representative and Alternate Player Representative shall be elected for a term of two years, and until their respective successors shall have qualified and been duly elected. Current Board members will serve until that time. The nominations and election for Player Representatives shall be first conducted, and then followed at the same meeting by nominations and election for Alternate Player Representative. In order to be eligible for election or temporary appointment as a Player Representative or Alternate Player Representative, a person must have been a member in good standing of the NFLPA for at least one (1) year prior to his election or appointment. Not less than fifteen days prior to the elections, notice thereof shall be mailed to each member of the respective club at his last known home address and a notice shall be posted on the NFLPA Bulletin Board in the Player's locker room. The Player Representative in office at the time of the election shall supervise the conduct of the election for his club. Nominations shall be made from the floor of the elections meetings. In the election for Player Representative, each member voting shall have one vote and the candidate receiving the highest

number of votes shall be elected the Player Representative. In the election for Alternate Player Representative, each member shall be entitled to one vote and the candidate receiving the highest number of votes shall be elected the Alternate Player Representative. In the event of a tie for the highest number of votes cast in an election, another election for the unresolved office shall be promptly conducted between the two tied candidates.

3.06 In the event that a Player Representative or Alternate becomes employed by a different club or retires as a player during the period from the opening of training camp until the last game of his club for the respective season, his office shall automatically become vacant. In the event that a Player Representative or Alternate becomes employed by a different club or decides to retire as a player during the off-season, such Player Representative or Alternate may continue in his office until the opening of regular training camp for his former club for the next following season, at which time his office shall automatically become vacant. In the event of a vacancy for any reason in the office of Player Representative, his Alternate Player Representative shall automatically succeed to the office and complete the remainder of the unexpired term. In the event of a vacancy in the office of Alternate Player Representative, the President may direct a new election for the remainder of the term. In the event of a concurrent vacancy during the season in the offices of Player Representative and Alternate Player Representative from a club, the President shall direct new elections for the unexpired terms. In the event of a vacancy during the off-season in the offices of Player Representative and Alternate Player Representatives from a club, the President shall approve a temporary Player Representative who has been approved for the appointment by the Executive Committee until new elections at the beginning of the season following. The elections authorized or required by this Section shall be conducted insofar as possible in accordance with the procedures for elections to the same position for a full term of office.

Article IV: OFFICERS

4.01 (a) The Executive Officers shall be a President and ten (10) Vice-Presidents. The Executive Officers shall be elected at the annual meeting of the Board of Representatives in even numbered years,



commencing in 1994, for a term of two (2) years and until their respective successors shall have been duly qualified and elected.

(b) The principal administrative officer of the NFLPA shall be its Executive Director. The Executive Director shall be elected at the annual meeting of the Board of Player Representatives for a term of three (3) years and until his successor shall be duly qualified and elected. Written notification of the election of the Executive Director shall be sent to the Board of Player Representatives prior to the meeting in which the election is to take place. The Executive Committee shall negotiate his employment contract.

(c) The Executive Officers and the Executive Director shall constitute the Executive Committee. The Executive Director shall have a voice but no vote on the Executive Committee.

4.02 The executive and administrative officers shall be elected by members of the Board of Representatives. Except as provided in Section 5.06, the incumbent President shall be without a vote.

4.03 In order to be eligible for election as an Executive Officer, a person must have been an active member in good standing of the NFLPA for at least one (1) year prior to his election. A person is not eligible for election or re-election as an Executive Officer unless he has been on the roster of an NFL club during the previous twelve (12) months. The elections of the President and the ten (10) Vice Presidents shall be separately conducted. If more than two candidates contest an office, and no one candidate receives a majority of the votes cast, then in that event the candidate with the lowest number of votes shall be eliminated and the voting conducted again among the remaining candidates until one candidate receives a majority of the votes cast. In the event of a tie for the highest number of votes cast in an election, another election for the unresolved office shall be promptly conducted between the two tied candidates.

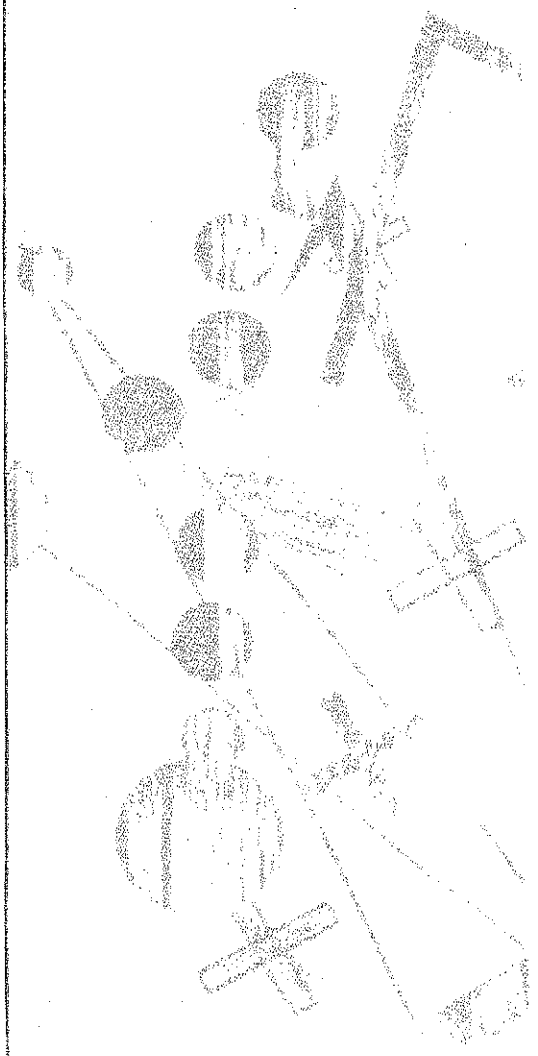
4.04 In order to be eligible for election as Executive Director, a candidate shall be required to have the written endorsement of no less than three (3)

members of the Board of Representatives which shall be delivered to the President at least ten (10) days in advance of any election. A candidate for the office of Executive Director need not be a member in good standing of the NFLPA.

4.05 If a Player Representative or an Alternate Player Representative is elected President or Executive Director, his respective office as Player Representative or Alternate Player Representative shall automatically become vacant.

4.06 The President shall be the principal executive officer of the NFLPA and, subject to this Constitution and the direction of the Board of Representatives, shall supervise and direct the business and affairs of the NFLPA. He shall preside and act as Chairman at all meetings of the Board and Executive Committee. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the NFLPA Board from time to time. In addition, he shall be the chief spokesman of the NFLPA in collective bargaining and have the power to invite, at his discretion, outside persons to any NFLPA meeting or function.

4.07 The Executive Director shall be the principal administrative officer of the NFLPA and, subject to this Constitution and the direction of the Board of Representatives and the Executive Committee, shall conduct the day-to-day affairs of the NFLPA. He shall have authority to sign, execute and acknowledge, on behalf of the NFLPA, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the NFLPA's regular business, or which shall be authorized by resolution of the NFLPA Board of Representatives; and, except as otherwise provided by the Board, he may authorize any other officer, agent or employee of the NFLPA to sign, execute and acknowledge such documents or instruments in his place and stead. The Executive Director shall hire and direct such staff as is necessary to perform the affairs of the NFLPA and to establish their salaries and terms and conditions of employment, subject to the annual budget established by the Board of Representatives. The Executive Committee shall negotiate the employment contract of the Executive Director.



4.08 The Vice-Presidents and Executive Director shall assist the President in the execution of his functions as the President may request, and perform such duties as the Board may direct. If the President shall be absent from a meeting of the Board of Representatives or the Executive Committee, or unwilling or unable to perform his duties under the circumstances not constituting a vacancy in the office of President, the Vice President with greatest seniority on the Executive Committee shall automatically succeed to the office of President until the next meeting of the Board of Player Representatives.

4.09 The Executive Committee is authorized to enter into contracts of employment with the Executive Director and to fix the salary and conditions of employment for a period less or greater than his term of office. The Executive Director shall, however, be subject to removal during his term upon a vote of two-thirds of the votes cast by the members of the Board present at such meeting.

4.10 It shall be the responsibility of each officer to attend all meetings of the Executive Committee, the collective bargaining sessions, the meetings of the Board of Representatives and the annual convention of the players. The only permissible excuse for absence being a close family illness, or other personal emergency which requested excuse must be approved by two-thirds vote of the Executive Committee. One unexcused absence by an officer from the foregoing meetings shall result in the officer being automatically expelled as an officer unless at the next following meeting of the Board of Representatives, upon presentation of his reasons, the Board upon a majority of the votes cast, adopts a resolution of good cause for the absence. Each Executive Committee member shall have an affirmative duty to communicate with the national office on a regular basis and at the very minimum by a telephone call, personal visit or other communication once every week.

4.11 The President, Executive Director and other persons having responsibility for the funds shall be bonded in an amount sufficient to protect the NFLPA.

4.12 In the case of a vacancy in the office of President, Vice President or Executive Director, such vacancy shall be filled at the first meeting of the Board

of Representatives after such vacancy by an election for the remainder of the unexpired term conducted insofar as possible pursuant to the procedures for elections to the same position for a full term of office.

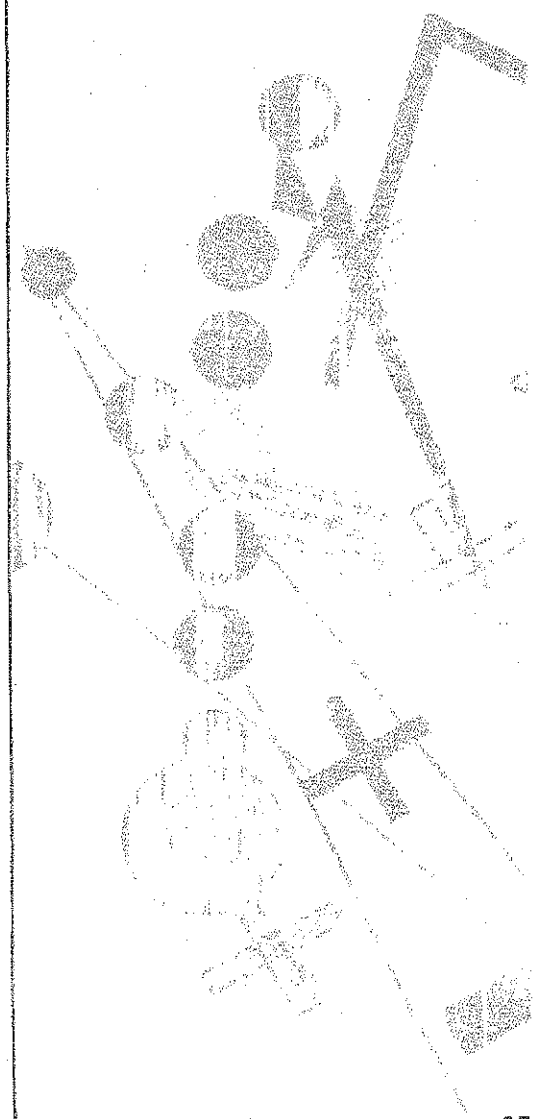
Article V: BOARD OF REPRESENTATIVES AND EXECUTIVE COMMITTEE

5.00 Board of Representatives

5.01 The Board of Representatives shall consist of the President, one Player Representative from each club, and the Executive Director serving ex officio.

5.02 Subject to the provisions of this Constitution, the Board of Representatives shall transact the business of the NFLPA. The Board shall have the authority to interpret and apply this Constitution and the legislation of the NFLPA. Such powers, duties and authority not otherwise delegated by this Constitution shall be exercised, acted upon and determined by the Board. Said powers of the Board shall include but not be limited to: enactment of policies governing the affairs of the NFLPA; provision for the location and maintenance of a principal and any regional offices; election of an Executive Director who shall be an ex officio member of all committees, appointment of the representatives of the NFLPA to boards, commissions and other organizations; the general conduct of collective bargaining and the ratification of the Collective Bargaining Agreement; the establishment and specification of the duties of standing and temporary committees; approval of the annual budget of the NFLPA; establishment of the annual membership dues; establishment of trusts for disabled, needy or deceased players or former players; adoption and administration of a system of regulation of player agents; and employment of such advisors and consultants as the Board from time to time determines.

5.03 If a Player Representative shall be absent from a meeting of the Board of Representatives, or unwilling or unable to perform his duties under circumstances not constituting a vacancy in the office of Player Representative, his Alternate shall perform the duties of the Player Representative, and while



so acting, shall have and be entitled to exercise all the powers and functions of such office.

In the event that both the Player Representative and the Alternate Player Representative are both unable to attend a meeting of the Board of Player Representatives, the Player Representative must appoint another player on his team to represent the team at such meeting; provided, however, that the player so appointed shall not be allowed to vote. In the event that neither the Player Representative nor the Alternate Player Representative is able to attend a meeting of the Board of Representatives because of their team's participation in the Super Bowl, the Player Representative may give his proxy to another member of the Board of Representatives attending such meeting, and such member may cast the votes of the absent Player Representative so long as written notice of such proxy is sent by the absent member to the Executive Director and received by the Executive Director prior to the meeting in question.

5.04 The annual regular meetings of the Board of Representatives shall be in the off-season. Said regular meetings shall be at the time and place designated by the President with the approval of the Executive Committee. Special meetings of the Board may be called by the President and shall be called at the request in writing by a majority of the Board. Unless otherwise specified in such call or request, the place of the special meeting shall be at the office of the NFLPA at a time determined by the President.

5.05 The members of committees established by the Board from time to time shall be nominated by the Executive Committee with the approval of the Board. Whenever possible there shall be included in the membership of such committees a member of the Executive Committee or a member of the staff who shall serve ex officio.

5.06 Each member of the Board shall, in transacting the business of the Association, have one (1) vote for each current dues paying member from his team. The President shall have a vote only for purposes of breaking a tie vote of the Board of Representatives in matters other than officers' elections. Two-thirds (2/3) of the members of the Board shall constitute a quorum for the

transaction of business at any meeting; provided, however, that no quorum shall exist unless at least two-thirds of the total dues paying membership of the NFLPA are represented by those members present. Except as otherwise provided by the Constitution, the action of a majority of votes cast by members present at such meeting shall be the action of the Board. For purposes of this Section 5, a "member" of the Board of Representatives shall not be deemed to include any former player representative who has been expelled from the Board for failure to attend meetings or for any other purpose, and further, teams for which there is no duly elected or duly appointed Player Representative or Alternate shall not be counted for purposes of determining a quorum under this Section 5.06.

5.07 The Executive Committee

5.08 The Executive Committee shall be composed of the President, ten (10) Vice-Presidents, and the Executive Director, who shall have a voice but no vote in its deliberations and decisions. In addition, the two (2) most recent past Presidents of the NFLPA shall serve with the Executive Committee as non-voting advisors.

5.09 The Executive Committee shall have and may exercise all the powers of the Board of Representatives to transact and manage the business and affairs of the NFLPA between meetings of the Board, except the powers of electing officers, changing previously established Board policy and the ratification of a Collective Bargaining Agreement.

5.10 A majority of the Executive Committee shall constitute a quorum for the transaction of business at any meeting; and except as otherwise provided by the Constitution, the action of a majority present at such meeting shall be the action of the Executive Committee.

5.11 General

5.12 Any action required or permitted to be taken at a meeting of the Board of Representatives or the Executive Committee may also be taken by telephone conference call or without a meeting, if authorized by a majority of



the members of the Board of Representatives or the Executive Committee then in office.

5.13 Notice of each meeting of the Board of Representatives and the Executive Committee shall be given in writing to each respective member of said body not less than ten (10) days in advance. If such notice is by mail or telegram, it shall be deemed delivered when deposited in the U.S. mail or delivered to the telegraph company, as appropriate, and addressed to the member's home or business address with transmittal charges prepaid. A waiver of notice signed at any time by the member shall be deemed equivalent to the giving of such notice. The attendance of a member at a meeting of the Board of Representatives or the Executive Committee shall constitute a waiver of notice of such meeting, except where such member attends a meeting and there objects to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Representatives or the Executive Committee need be specified in the notice or waiver of notice of such meeting.

5.14 Roberts Rules of Order, in its most recent edition, shall govern all meetings.

Article VI: COLLECTIVE BARGAINING

6.01 In advance of collective bargaining negotiations, each Player Representative shall meet with the members from his club to ascertain the provisions that such members wish to be incorporated in the NFLPA Collective Bargaining Agreement. After review of the suggestions from the members of the NFLPA, the Board of Representatives shall finalize the proposals to be presented to owner representatives in connection with any proposed Collective Bargaining Agreement or modification thereof.

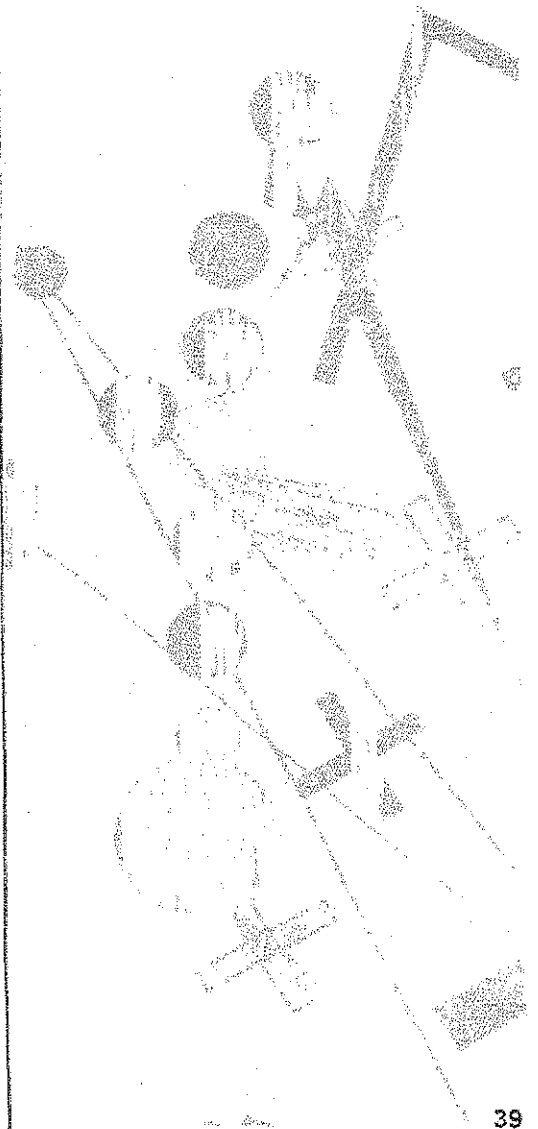
6.02 The Negotiating Committee shall consist of the Executive Committee, including the Executive Director serving ex officio.

6.03 Any Collective Bargaining Agreement tentatively agreed to by the Board of Representatives with the owner representatives shall not be binding on the NFLPA until it has been ratified by a majority of the members of the NFLPA voting for ratification or rejection. A recommendation from the Board of Representatives may accompany any collective bargaining agreement so proposed to the members for ratification, but a recommendation shall be adopted by the Board of Representatives only upon a two-thirds (2/3) vote.

6.04 A strike may be commenced by members of the NFLPA after the proposition has been submitted to the full membership of the NFLPA and two-thirds (2/3) of those members voting have voted to authorize a strike. A strike may be terminated by a majority vote of the Board of Representatives. The conduct and timing of a strike shall be under the direction of the Executive Committee in consultation, insofar as possible, with the Board of Representatives. The Executive Committee, with the concurrence of the Board, may direct that a strike that has been approved by the membership be limited in time or with respect to the club or clubs so affected. The existence of a strike fund at the beginning of a strike shall in no way limit the Board from expending all assets and employing all credit available to the NFLPA in support of the strike. A member of the NFLPA shall have the duty to provide strike service as specified by the Board.

6.05 If it is proposed to amend a Collective Bargaining Agreement during the period of its agreed duration, any such proposal shall be submitted to the Board of Representatives upon recommendation from the Executive Committee. Any such proposed amendment to the Collective Bargaining Agreement which is agreed to by majority vote of the Board of Player Representatives and agreed to by the owner representatives shall not be binding on the NFLPA until one of the following requirements has been satisfied:

1. The Board of Representatives determines by a two-thirds vote that the proposed amendment is not of such substance as to call for ratification by the members; or
2. The Board of Representatives determines by a two-thirds vote that the proposed amendment is of such substance as to call for



ratification by the members, and the proposed amendment is ratified by a majority of the members voting for ratification or rejection. Nothing in this Section or in this Constitution shall prohibit the Executive Director, in consultation with the President, from entering into sideléters and/or other documents, including the resolution of grievances, which clarify or interpret the provisions of any existing Collective Bargaining Agreement or are necessary for the orderly implementation and administration of a Collective Bargaining Agreement.

Article VII: CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.01 The Board of Representatives may authorize any officers, agents or employees to enter into any contract or execute or deliver any instrument in the name of and on behalf of the NFLPA and such authorization may be general or confined to special instances. In the absence of other designation, all deeds, contracts, mortgages and instruments of assignment or pledge made by the NFLPA shall be executed in the name of the NFLPA by the Executive Director and another officer, agent or employee designated by the Board, and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers, agents or employees.

7.02 The Board of Representatives authorizes the Executive Director to secure and maintain in the name of the NFLPA a line of credit to provide working capital in light of seasonal income and to enter into other routine banking and leasing arrangements for the benefit of the NFLPA. No indebtedness for borrowed money beyond the matters set forth in the first sentence of this Section shall be contracted on behalf of the NFLPA and no evidence of such indebtedness shall be issued in its name unless authorized or ratified by or under the authority of the Board of Representatives. Such authorization may be general or confined to specific instances.

7.03 All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the NFLPA, shall be signed by such officer or officers, agents or employees of the NFLPA, and in

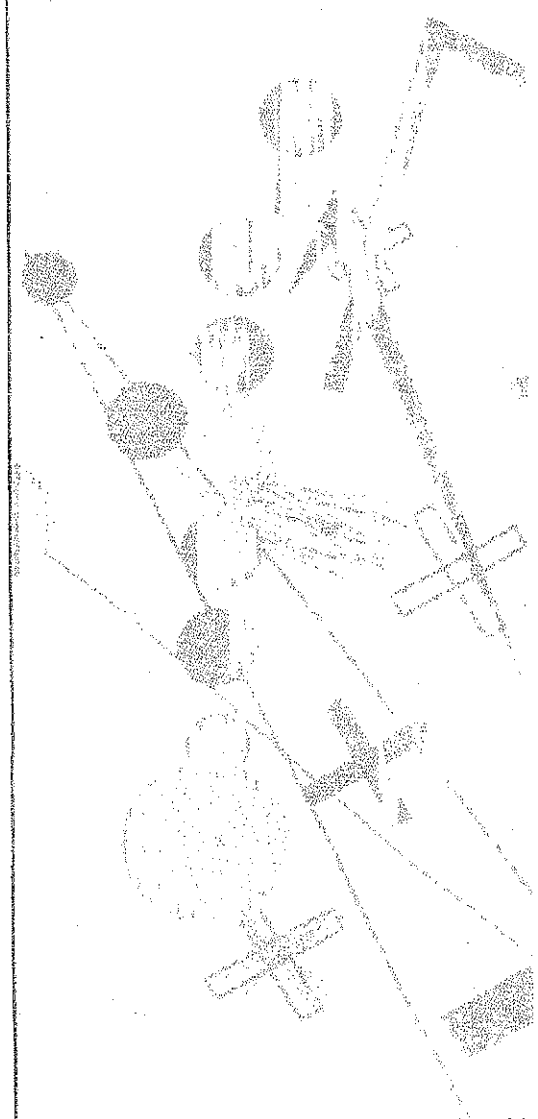
such manner as shall from time to time be determined by or under the authority of a resolution of the NFLPA Board of Representatives.

7.04 All funds of the NFLPA not otherwise employed shall be deposited from time to time to the credit of the NFLPA in such banks, trust companies or other depositories as may be selected by the Executive Director or under the authority of a resolution of the NFLPA Board of Representatives.

7.05 In the interests of the integrity of the Union, no player shall enter into any contract or any other such arrangement with the Union or its members as a group except as the same is fully disclosed and approved by the Board of Representatives.

Article VIII: TRIALS, PENALTIES, PROTESTS AND PROCEDURES

8.01 A member or officer may prefer charges against any other member of the NFLPA. The Executive Director and/or the President may initiate proceedings to remove from office any NFLPA Retired Chapter President, NFLPA Retired Players Steering Committee President or Steering Committee Member who has engaged in conduct which is detrimental to the best interest of the NFLPA. In addition, the Executive Director and/or the President may initiate proceedings to dissolve a Retired Players Chapter whose leaders have engaged in conduct which is detrimental to the best interests of the NFLPA. Such charges shall be specific and shall be filed in writing with the Executive Committee and concurrently served on the accused. The accused shall be accorded not less than thirty (30) days in which to appear for hearing and submit his defense before the Board of Representatives at the time, date and place specified by the President. If the accused is unable to be present at the trial, he may submit his case in writing. There shall be a finding of guilty only upon two-thirds (2/3) of votes cast. The Board shall issue its decision on the matter no later than thirty (30) days of the close of the hearing. If a member of the Board is involved in a case as a party or witness, the remaining members of the Board shall be empowered to decide the case. The Executive Director shall give the membership reasonable notice of any charges filed against an officer and the resulting decision of the Board.



8.02 The basis for charges shall consist but not be limited to the following:

1. Violation of this Constitution.
2. Misappropriating money or property of the NFLPA.
3. Improper disclosure or misuse of confidential information relating to the affairs of the NFLPA.
4. Crossing an authorized picket line established by the NFLPA.
5. Secession or fostering the same, or supporting a rival organization.
6. Doing any act contrary to the best interests of the NFLPA or its members

Upon a finding of guilty, the Board shall impose such disciplinary action as it shall determine which may consist of reprimand, fine, suspension, removal from office or expulsion from membership.

8.03 In the event that there shall be any protest made by a member concerning an election, such protest shall be made in writing by such member and transmitted to the President or Executive Director by registered or certified mail within the earlier of forty-eight (48) hours of his knowledge of the facts complained of or within one week of the date of said election. Said protest shall set forth the exact nature and specifications of the claim and, as to any election which has already been held, how such claim has affected the outcome of the election. Such protest shall be referred to the Executive Committee for hearing and decision by majority vote of the entire Executive Committee. The decision of the Executive Committee shall be appealable to the Board of Representatives for final decision by majority vote of the entire Board upon written appeal by such member within fourteen (14) days of the date the decision was rendered by the Executive Committee. If the member who has filed a protest is unable to be present at the hearing on his protest, he may submit his case in writing. If the election of a member of the Executive Committee or of the Board of Representatives is the subject of a protest, the remaining members of the respective body shall be empowered to decide the case.

2.04 No member of the NFLPA shall resort to any court or agency outside the NFLPA unless and until he has exhausted all forms of relief provided in this Constitution.

Article IX: AMENDMENTS

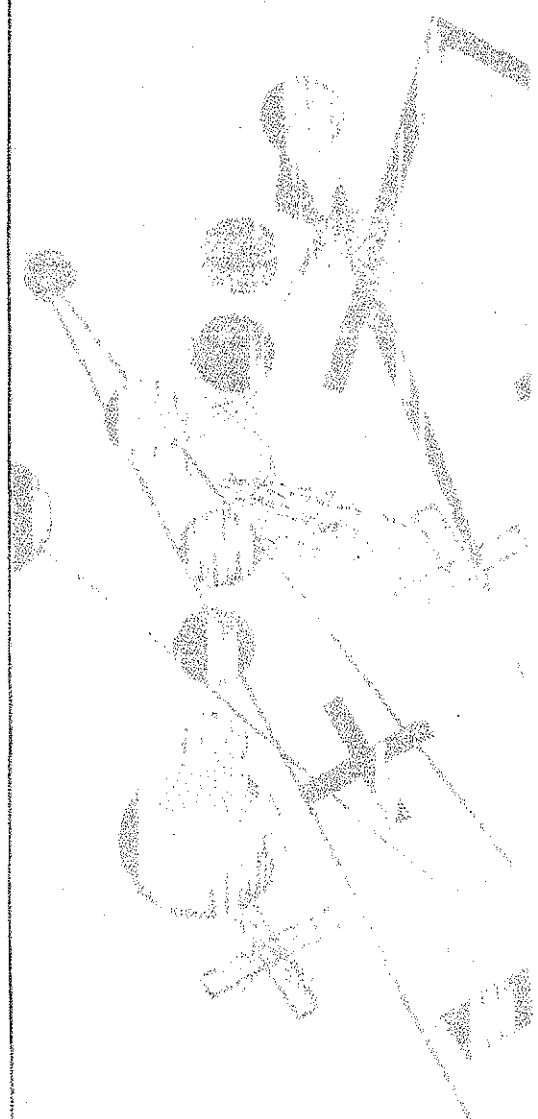
9.01 This Constitution may be amended at any regularly scheduled or special meeting of the Board of Representatives by a vote of two-thirds (2/3) of the votes cast by the members of the Board present at such meeting.

9.02 Any action taken or authorized by the Board of Representatives which would be inconsistent with the Constitution then in effect but is taken or authorized by affirmative vote of not less than the number of votes cast by members of the Board of Representatives required to amend the Constitution so that the Constitution would be consistent with such action shall be given the same effect as though the Constitution had been temporarily amended or suspended to the extent, but only to the extent, necessary to permit the specific action so taken or authorized.

**Article X: INDEMNIFICATION OF OFFICERS
AND MEMBERS OF THE BOARD OF REPRESENTATIVES**

10.01 The NFLPA shall indemnify and save harmless, to the fullest extent now or hereafter permitted by law, any person who is or was a member of the Board of Representatives, any officer or employee of NFLPA against any and all expenses and liabilities, including reasonable attorney's fees, settlement payments, judgments and fines relating to any action, proceeding, suit or claim involving such person by reason of his or her being or having been such member of the Board of Representatives, officer or employee of NFLPA, unless it shall be established by a court of competent jurisdiction that such action, proceeding, suit or claim involved gross negligence or willful misconduct on the part of such indemnified person.

10.02 Such indemnification shall not be deemed exclusive of any other rights to which the persons indemnified may be entitled under law, agreement, vote of members of the Board of Representatives or otherwise. The rights of any



such member of the Board, officer or employee to indemnification shall inure to the benefit of his heirs, executors or administrators.

10.03 The NFLPA shall have power to purchase and maintain insurance on behalf of any person who is or was a member of the NFLPA Board of Representatives, officers, employee or common-law agent (not contract advisors) of the NFLPA, against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the NFLPA would have the power to indemnify him against such liability under the provision thereof.

Article XI: SAVINGS CLAUSE

11.01 If any provision of this Constitution shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of state or federal government, the Board of Representatives shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of this Constitution should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

United States District Court
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

BERNARD PAUL PARRISH, HERBERT
ANTHONY ADDERLEY, WALTER
ROBERTS III, on behalf of themselves
and all others similarly situated,

No. C 07-00943 WHA

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE
PLAYERS INCORPORATED, et al.,

**ORDER DENYING ALL
POST-TRIAL MOTIONS**

Defendants.

The jury returned a verdict for the plaintiff class of retired NFL players who had signed a "Retired Player Group License Agreement" during the class period, finding that defendants had breached a duty to market their likeness and names. The verdict was for \$7.1 million in compensatory damages and \$21 million in exemplary damages. Defendants have now moved for judgment in their favor. A hearing has been held. Briefing before and after the hearing have been considered.

The Court is satisfied that the jury instructions were correct and fairly covered the issues submitted to the jury (or that any problem with them was not preserved). So much has already been said on the record as to the reasons for the instructions that more is unnecessary, although it is worth adding that on a majority of legal issues, the instructions favored the defense view of the law. The punitive damage instruction, for example, was exactly as requested by the defense.

1 The only other question is whether under the law as stated in the instructions, the trial
2 evidence was sufficient to support the verdict. No doubt, defense counsel made a fine closing
3 to the jury. Had the verdict been the other way, it would have been supported. But that is not
4 the test. Given the deference we must accord jury verdicts, the test is whether the verdict as
5 rendered was supportable. The answer is yes. Nor was the verdict so far against the weight
6 of the evidence as to warrant a new trial.

7 The jury could reasonably have accepted the view of the evidence that defendants
8 undertook a fiduciary duty to promote and to market all retired players who had signed
9 RPGLAs — yet made no effort to do so — and that defendants' true commercial motive was
10 to create an illusion of representation so that no one else would seek to sign up the RPGLA
11 class and to market them. While defendants offered vague verbal testimony of passing
12 attempts to market the RPGLA group as a whole, the jury could have easily rejected those
13 snippets as self-serving “double talk.” Not a single offer to market the entire group was ever
14 in writing; nor was there ever any documentary corroboration of any such verbal group offer.
15 To the contrary, the only writings showed the opposite of marketing — for example, that
16 defendants told Electronic Arts to “scramble” the identities of retired players in the lucrative
17 Madden vintage-team game. This game would have been a golden opportunity for defendants
18 to have offered to license the entire group of RPGLA members but, significantly, no such
19 offer was made — or so the jury could reasonably have found. Instead, defendants told EA
20 to “scramble” the names and identities of retired players and the class received zero from this
21 potential bonanza. What is more, the Hall of Fame evidence showed that defendants were
22 willing to “sell out” the RPGLA class members in order to curry favor with EA (by keeping
23 a competitor of EA out of the market) — or so the jury could have reasonably concluded.
24 And, the “escrow account” referenced in the RPGLA (supposedly to be set up to hold revenues
25 for class members) was never even established by defendants, from which it could reasonably
26 have been inferred that the escrow account was never intended to be anything more than an
27 illusion.

28

1 The multi-factor test for the existence of a fiduciary duty arguably favored defendants
2 on some points but overall there was sufficient evidence that defendants took on a fiduciary
3 duty to market the RPGLA class as a group. For example, defendants' own website (TX 5)
4 held themselves out as "representing" both active and retired players with respect to their
5 images and identities, saying that Players, Inc., was formed "to generate revenue for the
6 players . . ." and that it had been "aggressive in its efforts to expand player marketing
7 opportunities." Other such supportive evidence is cited in plaintiff's memorandum.

8 A monumental fact was never adequately explained by defendants — how could it
9 have been that defendants lobbied thousands of retired players for fourteen years to sign up
10 for defendants' RPGLA "program," yet never paid one cent to any retired player under the
11 program? Put differently, if retired players' images and identities were really the undesirable
12 "dog food" contended by the defense, then why did they try so hard to sign up the RPGLA class
13 members for so long — only to never pay a penny? Given the golden opportunity presented
14 by the Madden vintage-team game, the jury could reasonably have concluded that the true
15 motive was to deter or to head off any competing effort by any third-party promoter (or by
16 the retired players themselves) to license them as a group and to lull the retired players into
17 misbelieving that defendants were out on the hustings trying to generate revenue for them.
18 Instead, defendants gave complete priority in their *group* efforts to marketing *active* players.
19 Defendants got to keep a large share of the *active* player group money (and very little of any
20 retired player group money) so the incentives were skewed to favor marketing the *active* players
21 to the exclusion of the *retired* players.

22 It is, of course, true that one can acquire a license to use a name and likeness without
23 also undertaking to be a marketing agent. Put differently, a bare licensee may use or *not* use
24 the rights as it wishes — even to the point of ignoring them. A marketing agent, by contrast,
25 takes on an affirmative duty to promote the name and likeness. This distinction was carefully
26 explained in the final charge to the jury. The jury plainly decided that defendants were more
27 than bare licensees and, indeed, had undertaken to be marketing agents under its "program" for
28 RPGLA class members. The evidence supported this conclusion. Again, defendants' website

1 (TX 5) specifically boasted that defendants “represented” thousands of *retired* football players
2 with respect to their names and likenesses. In context, this meant that defendants were publicly
3 acknowledging their role as marketing agents for retired players. We must also remember that
4 defendants paid nothing for the RPGLAs, so retired players could have received compensation
5 only if defendants made an effort to market the rights. The players could reasonably have
6 expected that defendants would do so. This was thus unlike the situation where an investor
7 pays cash up front for name and likeness rights and then has the right, as a bare licensee, to
8 market or not to market as it wishes — or so the jury could reasonably have found.

9 Defendants’ most vigorous attack is on the \$7.1 million compensatory award. This was
10 for breach of the fiduciary duty to market RPGLA class images and identities. The defense
11 contends that the award was utterly speculative and merely a number snatched from the ether.
12 The defense correctly points out that plaintiff’s ambitious damage theory at trial was that the
13 *retired* players were entitled to share equally and shoulder to shoulder with the *active* players
14 in dividing up the huge GLR revenue pool. This theory was presented for both the contract
15 claim and the fiduciary duty claim. Plainly, it was rejected by the jury on both counts.
16 Instead, the jury awarded a far more modest amount, \$7.1 million. That leads to the question
17 of whether there was a viable basis in the record to sustain the \$7.1 million verdict for the
18 breach of fiduciary duty.

19 While it is true that plaintiff’s counsel presented a luxurious damage theory, the
20 instructions themselves supplied the correct measure. The jury was instructed (§ 50) that
21 “the measure of damages for breach of fiduciary duty is the amount of money necessary to
22 place RPGLA class members in the same economic position they would have been in if
23 defendants’ fiduciary duty had not been breached.” The jury was further instructed that
24 plaintiff had to first prove economic injury as a result of any breach, and that plaintiff had to
25 prove damages with reasonable certainty. The jury was told that “Plaintiff is not entitled to
26 recover damages which are speculative, remote, imaginary, contingent, or merely possible.
27 Your award must be based upon evidence and not from speculation, guesswork or conjecture”
28

1 (¶ 51). They were further told that if they found plaintiff's proof to be vague or speculative,
2 then the jury could award nominal damages.

3 So the correct measure of damages was before the jury. Was there evidence from which
4 the jury, following this measure, could assemble its own calculation? The defense is correct in
5 that no expert testimony addressed the range of prices a group license for all 2074 class
6 members might have commanded in the market during the times in question. In this regard, it is
7 even true that the Court itself noted this omission before the case went to the jury and heard
8 argument on its significance. Possibly, the better plaintiff's practice would have been to have
9 called a sports agent to advise the jury on what the plausible range of prices that might have
10 been fetched had defendants complied with their fiduciary duty.

11 In the end, the Court decided to let the issue go to the jury. The Court determined that
12 despite this circumstance, there was sufficient other evidence from which the jury could
13 construct a reasonable damage award, applying the correct measure stated in the instructions.
14 For example, the jury was aware of the massive dollars paid for the *group* license for *active*
15 players and the separate more modest dollars garnered by the various ad hoc license agreements
16 for *retired* players. Plaintiff's memorandum references other benchmarks and evidence on the
17 subject. The verdict is sufficiently low in relation to the vast sums negotiated for the active
18 players and was sufficiently close to the ad hoc totals for retired players that by these
19 benchmarks the verdict was reasonable.

20 While the \$7.1 million number was never testified to by any expert, such testimony is
21 not a prerequisite. Otherwise, virtually all verdicts would have to be tossed aside, for juries are
22 supposed to exercise their own critical judgment and not simply rubber-stamp the theories of
23 retained "experts." The evidence as a whole supported the conclusion that had defendants
24 tried to market the RPGLA class members rather than letting EA scramble their identifies, a
25 group royalty in the general vicinity of the verdict would have been obtainable. When viewed
26 against the massive amounts paid for *active* player group rights, the \$7.1 million was reserved.
27 The verdict was within the bounds of reasonableness and the law does not require that the dollar
28 amount be amenable to reverse engineering to trace the exact methodology used by the jury.

United States District Court
For the Northern District of California

1 Under our jury system, jury verdicts must be accorded great deference and a jury is permitted
2 "to do its own math." *City Solutions, Inc. v. Clear Channel Communications, Inc.*, 365 F.3d
3 835, 840-41 (9th Cir. 2004) (reversal of Rule 50 JMOL in analogous circumstances). In sum,
4 in light of these cautionary instructions, the comparable moderation of the verdict, and the
5 plausible benchmarks in the evidence, the verdict will be sustained as anchored in the evidence,
6 even if not in the stratospheric range requested by counsel for the class.

7 The punitive damages award will not be set aside. The jury could reasonably have
8 found an intentional and calculated breach of a fiduciary duty by defendants, for the reason
9 stated. The amount was not disproportionate to the wrong done or to the compensatory award.
10 Viewed in a light most favorable to the verdict, the evidence was clear and convincing.

11 With respect to the separate contract claim (on which no damages were awarded but
12 a breach was found), defendants had no one to blame but themselves for the confounded
13 wording of the RPGLA which, as was earlier said, was a "masterpiece of obfuscation."
14 While defendants presented a plausible "understanding" of it, the jury could reasonably have
15 rejected that interpretation, especially given that it was so lacking in any contemporaneous
16 written support.

17 All other grounds asserted are denied as without merit or having been waived. As to any
18 other specific point raised by the motion, this order is in agreement with the memorandum filed
19 by plaintiff. All defense post-trial motions are DENIED.

20 * * *

21 With respect to a plan of distribution of the recovery to the class members, all
22 proceedings to collect the judgment and to devise a plan of allocation shall be STAYED
23 pending resolution of all appeals, subject to the inquiry below. If the judgment is affirmed,
24 then defendants must then promptly pay the judgment into registry of the court (with statutory
25 interest from the date of judgment) and then a plan of allocation shall be devised. This is
26 without prejudice to a motion for security for the judgment should the finances of defendants
27 deteriorate but such circumstances seem unlikely at present. Plaintiff, however, shall be entitled
28

United States District Court
For the Northern District of California

1 to quarterly inquiry into defendants' financial condition, failing cooperation on which the Court
2 shall, on motion, consider a bond requirement.


3 So too as to any award of attorney's fees. It is unseemly to immediately lop a large
4 percentage off the top for the lawyers until the plan of distribution is determined and the Court
5 can see how prejudiced class members would be by any large fee award. The attorney's fee
6 motion and the motion for a side bonus payment to the class representative are **DENIED**
7 **WITHOUT PREJUDICE** to renewal in connection with the plan of distribution, which shall all
8 take place after all appeals of the main judgment.

9 * * *

10 By this order, the Court requests counsel to submit short memoranda on the issue of
11 whether it is necessary to approve a plan of distribution or take any further action before the
12 case can go on appeal. Please submit the memoranda within **FOURTEEN CALENDAR DAYS** of
13 this order. The same memoranda should address also whether notice and opportunity to be
14 heard should be given to the class as to the proposed plan of distribution and as to any
15 attorney's fee motion and/or a side bonus payment to the class representative.

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17 **IT IS SO ORDERED.**

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19 Dated: January 13, 2009.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Frederick F. Mumm.

The case number on all documents filed with the Court should read as follows:

CV11- 3118 RSWL (FFMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BOB GRANT; DR. CLINTON JONES; WALTER ROBERTS, III;
MARVIN COBB; BERNARD PARRISH, on behalf of
themselves and all others similarly situated

PLAINTIFF(S)

v.

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, a
Virginia corporation; and NATIONAL FOOTBALL LEAGUE
PLAYERS INCORPORATED d/b/a PLAYERS INC., a Virginia
corporation,

DEFENDANT(S).

CASE NUMBER

CV11 03118 RSWL (FFM)

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Maxwell M. Blecher, whose address is Blecher & Collins, P.C., 515 So. Figueroa St., Suite 1750, Los Angeles, CA 90071. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

APR 13 2011

Dated: _____

By: CHRISTOPHER POWERS
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) BOB GRANT; DR. CLINTON JONES; WALTER ROBERTS, III; MARVIN COBB; BERNARD PARRISH, on behalf of themselves and all others similarly situated	DEFENDANTS NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, a Virginia corporation; and FOOTBALL LEAGUE PLAYERS INCORPORATED, INC.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Maxwell M. Blecher (#26202) Blecher & Collins, P.C. 515 So. Figueroa St., Suite 1750 Los Angeles, CA 90071 Telephone: (213) 622-4222 Facsimile: (213) 622-1656	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	PTF	DEF		PTF	DEF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Citizen of This State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>																	

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ 0.00 in excess of \$5 Million

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Breach of fiduciary duty and accounting. Jurisdiction pursuant to 28 U.S.C. § 1332.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ref. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: CV11 03118

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- A. Arise from the same or closely related transactions, happenings, or events; or
 - B. Call for determination of the same or substantially related or similar questions of law and fact; or
 - C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 - D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. **VENUE:** (When completing the following information, use an additional sheet if necessary.) **SEE ADDITIONAL SHEET**

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Bob Grant)	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Dr. Clinton Jones)	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

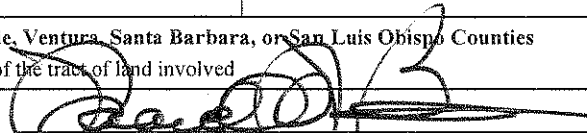
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Walter Roberts, III)	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


 Maxwell M. Blecher, Attorneys for Plaintiffs

Date April 12, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

IX. Venue.

- (d) Los Angeles (Marvin Cobb)
- (e) Alachua County, Florida (Bernard Parrish)