

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

-----X
:
REGGIE WHITE, et al., :
:
 Plaintiffs, :
:
 v. :
:
NATIONAL FOOTBALL LEAGUE, et al., :
:
 Defendants. :
:
-----X

Civil Action
No. 4-92-906

Judge Doty

STIPULATION AND SETTLEMENT AGREEMENT, originally made
and entered into the 26th day of February, 1993, and as amended March 8, 2006, by and
between Plaintiffs, on behalf of themselves and all other Class Members, as defined
below, on the one hand, and the National Football League (the “NFL”), on behalf of itself
and its member clubs, described below, on the other hand.

ARTICLE XVIII
MUTUAL RESERVATION OF RIGHTS; LABOR EXEMPTION

Section 1. Subject to the provisions of this Article, upon the expiration or termination of this Agreement, no Class Member, the Players Association, Defendant or their respective heirs, executors, administrators, representatives, agents, successors and assigns (the “Parties”), shall be deemed to have waived, by reason of the settlement of this Action, the settlement and dismissal of other actions, the entry into or effectuation of this Agreement, any Collective Bargaining Agreement, or any Player Contract, or any of the terms of any of them, or by reason of any practice or course of dealing between or among any of the Parties, their respective rights under law with respect to the issues of whether any provision or practice authorized by this Agreement is or is not then a violation of the antitrust laws. Subject to the provisions of this Article, upon the expiration or termination of this Agreement, the Parties shall be free to make any available argument that any provision or practice authorized by this Agreement is or is not then a violation of the antitrust laws, or is or is not then entitled to any labor exemption.

Sections 2-3. [Omitted]

Section 4. In effectuation of this Agreement, the Parties agree that the labor exemption from the antitrust laws applies during the express term of the CBA dated May 6, 1993, and the extensions thereof through the extension effective as of March 8, 2006, and to any conduct of Defendants and any Players Union taken in accordance with the terms of such CBA during the express term of such CBA.

Section 5. (a) In effectuation of this Agreement, the Parties agree that, after the expiration of the express term of such CBA, then, if there is a Players Union in existence, the Parties agree that none of the Class Members or any player represented by any Players Union shall be able to commence an action, or assert a claim under the antitrust laws for conduct occurring, until either: (i) Defendants and any Players Union have bargained to impasse; or (ii) six months after such expiration, whichever is later; at that time, the Parties reserve any arguments they may make regarding the application of the labor exemption.

(b) In effectuation of this Agreement, the Parties agree that, after the expiration of the express term of any CBA, in the event that at that time or any time thereafter a majority of players indicate that they wish to end the collective bargaining status of any Players Union on or after expiration of any such CBA, the Defendants and their respective heirs, executors, administrators, representatives, agents, successors and assigns waive any rights they may have to assert any antitrust labor exemption defense based upon any claim that the termination by the players or any Players Union of its status as a collective bargaining representative is or would be a sham, pretext, ineffective, requires additional steps, or has not in fact occurred.