

assertions are made without any citations at all. Additional factual misstatements by the defendants are described in the accompanying affidavits of Eugene Upshaw, Charles Grantham, Joseph A. Yablonski and Timothy English.

I. THE DEONENTS UNIVERSALLY TESTIFIED THAT
THE ABANDONMENT OF BARGAINING IS PERMANENT
AND NOT A "PLOY" BY THE NFLPA

2. Despite the impression defendants give by quoting inadmissible newspaper articles (and citing to the page of the deposition transcript where the article is introduced as an exhibit), the testimony of the sixteen NFL players deposed by defendants was universal in affirming that the NFLPA's abandonment of collective bargaining rights was permanent and irreversible, and not designed to put pressure on the NFL to achieve a new collective bargaining agreement. For example, the NFL cites newspaper quotes (from the period November to December 1989) attributed to Tom Rathman, Bubba Paris, Warren Moon, Tunch Ilkin, and Stephen Bono as purported support for the claim that the NFLPA can still collectively bargain. (NFL Br. at 5-7). The following is the actual testimony of the players taken during the last five weeks:

a) Tom Rathman testified:

Q. Did you think when you signed the petition you were ending collective bargaining permanently?

A. Well, by not having a union, I mean, you can't negotiate. (Rathman 10) (Tab 1).

* * *

Q. And is it your view that there is no way to get a new contract at this stage?

A. Not now, because no one represents us.

Q. Were you told when you signed the Petition that it would permanently end collective bargaining in the NFL?

A. Yes. (Rathman 14-15) (Tab 2).

b) Bubba Paris testified:

At no time, since I've been a part of the whole process, has it ever been mentioned as a threat to decertify, have there ever been mentioned that the possibility we would reinstate. [sic]. I mean, the thing that was so chilling about the whole set of circumstances is, that, once it happened, it would be so final. (Paris 115) (Tab 3).

c) Warren Moon, whom the NFL defendants repeatedly cite, testified:

Q. Did you understand that the decision to do so [end the collective bargaining relationship] was irreversible?

A. Yes.

Q. You thought that once the bargaining relationship was ended it would be ended forever?

A. Yes. (Moon 33) (Tab 4).

* * *

Q. Was it your view that the union was trying to gain some leverage to improve its bargaining position?

A. No. (Moon 66) (Tab 5).

d) Tunch Ilkin testified:

Q. Was there discussion about, hey, what happens if we want to shift back to become a collective bargaining agent?

A. Yeah. That question was asked, but we said we can't do that. We are no longer -- and we don't -- we don't want to be the collective bargaining agreement -- bargaining agent.

Q. Do you understand that the NFLPA cannot restructure itself again to become a collective bargaining unit?

A. Yeah. I haven't really given that much thought. But I didn't have any intent when we -- at this point, we really -- I don't think we wanted to ever be a collective bargaining agent again. (Ilkin 21-22) (Tab 6).

* * *

Q. Do you remember anybody telling you that [the amended] by-laws can be changed back if we want to?

A. No, I don't remember that either.

Q. Yeah.

A. I don't think we did that, I think we were changing our by-laws for good. (Ilkin 78) (Tab 7).

e) Stephen Bono testified:

Q. And did you understand that [the] surrender of the bargaining rights was for all time, in perpetuity?

A. Yeah. (Bono 10) (Tab 8).

* * *

Q. And when you signed this petition, was it in fact your desire permanently to end collective bargaining with the NFL clubs?

A. Yes. (Bono 25) (Tab 9).

* * *

Q. So, I have to ask you again, what do you understand decertification to mean? What have you been told it means?

A. I understand it to mean that the union is no longer a bargaining agent.

Q. And do you understand that to be a permanent and unchanging state of affairs?

A. Yes. (Bono 30) (Tab 10).

Indeed the NFL defendants actually approached Messrs. Bono and Rathman to get them to sign pre-prepared affidavits contradicting the above testimony. They both refused. Bono 36-7, 39 (Tab 76); Rathman 20-21 (Tab 77).

3. Defendants also point to some out of context testimony taken from the depositions of Brian Noble, Mike Kenn and Steve Jordan. (NFL Br. at 17-18). But here is the testimony that the NFL left out:

a) Brian Noble testified:

Q. Was there any questions asked about whether decertification would make it impossible for football players to reach a collective bargaining agreement with owners?

A. The question was just asked would there -- is there a possibility that a CBA could still be negotiated.

Q. And what was the answer?

A. No.

* * *

Q. Is there any way that the players as a group could reach an agreement with the owners as a group on the terms and conditions of employment for National Football League players?

A. No.

Q. You think it's impossible today for that to happen?

A. Yes. (Noble 41-43) (Tab 11).

b) Mike Kenn testified:

Q. Was it discussed during this [Executive Committee] conversation that the action the Board -- the Committee was planning was final and irrevocable?

A. We knew that, yes, we knew that there were certain ramifications by decertifying and if we did, you know that the players could possibly lose their health insurance and things of that nature, and they knew once we made this decision that there was no turning back and it is in perpetuity, I mean we knew exactly what we were doing.

Q. So the point was made during this conversation that once the NFLPA decertified itself that it would never again be involved in collective bargaining with the NFL clubs?

A. That is correct, would no longer represent the players in any form of collective bargaining, we would no longer be in that business. (Kenn 17-18) (Tab 12).

c) Steve Jordan testified:

[W]hat was mentioned . . . is that we are no longer a collective bargaining representative so as far as getting a collective bargaining agreement through the association, that cannot happen As far as us coming back later saying let's collectively bargain or something like that, that would not occur because of the fact that we were no longer bargaining representatives. (Jordan 76) (Tab 13).

4. Indeed, the testimony was uniform on this subject. Not only Gene Upshaw and Doug Allen, the Executive Director and Assistant Executive Director of the NFLPA, but every player deposed by the defendants (and they chose which players to depose) testified that the actions taken by the NFLPA to end its role as a collective bargaining representative were permanent and irreversible and were not a tactic to get a new collective bargaining agreement. For instance, Executive Committee member Luis Sharpe testified as follows:

Q. Let me ask it this way, I guess. If the NFL Management Counsel [sic] came to the NFLPA with an incredible deal which gave the NFLPA everything it wanted -- free agency immediately upon contract expiration, whatever else -- is it your belief that the NFLPA would not accept that deal?

A. You mean now?

Q. Right.

A. We wouldn't even look at it.

Q. You would not look at it?

- A. No.
- Q. Even if it was everything you want?
- A. We wouldn't even look at it.
- Q. Do you think that's a good thing or bad thing?
- A. It's the only thing we can do.
- Q. Why is that?
- A. Because we don't bargain anymore. (Sharpe 20) (Tab 14).

See also Davis 19-21, 32 (Tab 15); Pagel 27, 42, 55 (Tab 16); Reasons 34, 45, 54 (Tab 17); Adickes 23-24, 36 (Tab 18); Chandler 22, 25 (Tab 19); Jones 59, 66, 69 (Tab 20); Mecklenburg 52 (Tab 21); Upshaw 132, 143, 234 (Tab 22); D. Allen 42-44 (Tab 23). Moreover, the players testified that they fully understood the seriousness and adverse ramifications of abandoning collective bargaining rights, including the likelihood that they would lose benefits, lose the grievance arbitration process, and expose themselves to unilateral changes in terms of employment by the defendants. See Mecklenburg 33, 36-37 (Tab 24); Kenn 17-18, 30 (Tab 25); Sharpe 25 (Tab 26); Bono 20-21 (Tab 27); Noble 29, 37 (Tab 28). Indeed, they testified as to how the NFL owners have in fact reduced player benefits since the NFLPA ended its role as collective bargaining agent. See e.g. Sharpe 62 (Tab 29); Paris 86 (Tab 30); Reasons 48, 90-91 (Tab 31).

II. THE RECORD DOES NOT SHOW THAT THE NFLPA IS FOLLOWING THE LEAD OF THE NBPA WHICH ENTERED INTO A NEW COLLECTIVE BARGAINING AGREEMENT

5. Defendants suggest that the NFL players are following a course taken by the National Basketball Players Association ("NBPA") which, according to the NFL's unsupported assertion, obtained a favorable collective bargaining agreement after abandoning bargaining rights. (NFL Br. at 9-10). The true facts, however, as set forth in the accompanying affidavit of Charles Grantham, are that the NBPA, unlike the NFLPA, never actually took the step of abandoning collective bargaining rights -- a critical distinction about which a number of the deponents testified. See Bono 17 (Tab 32) ("I don't see how it can be similar. The NBA players threatened; the NFL actually did it."); Moon 69-70 (Tab 33) ("we also knew that once we went through the process of actually voting and signing, that it was irreversible The National Basketball Association -- I don't think they ever went through the whole process"); Pagel 48-49 (Tab 34) ("the difference was, is, they [the basketball players] were just threatening to do it and we decided that we were going to do it"). Other players, including those cited by the NFL as supporting its "NBA argument," testified that they were either unaware of the events in the NBA or that the NBA situation had no influence on the NFLPA's decision. See Reasons 88-89 (Tab 35);

Paris 111-115 (Tab 36); Kenn 34-35 (Tab 37); Mecklenburg 45 (Tab 38); Sharpe 50-51 (Tab 39); Davis 33-34 (Tab 40).

III. THE RECORD SHOWS THAT DEFENDANTS HAVE OMITTED OR MISCHARACTERIZED FUNDAMENTAL CHANGES IN THE ACTIVITIES OF THE NFLPA SINCE IT RENOUNCED COLLECTIVE BARGAINING

6. Incredibly, defendants argue that the NFLPA's operations "remain unchanged" (NFL Br. at 10-14) and that "the NFLPA is still functioning in a fashion virtually identical to its manner of operation before the renouncement of bargaining rights." (NFL Br. at 26). While defendants recite a litany of irrelevant things that have not changed (such as the fact that the NFLPA didn't fire any of its secretaries), they have omitted or distorted the record evidence of fundamental changes in the functioning of the NFLPA:

A. No Collective Bargaining

7. First, and most importantly, the NFL defendants do not cite or dispute any of the extensive record evidence that there has been no collective bargaining by the NFLPA since its renunciation of collective bargaining rights. Indeed, as testified to by Eugene Upshaw and described in the accompanying Upshaw Reply Affidavit, the NFLPA has repeatedly turned down the NFL's requests to bargain since November, 1989 -- yet the NFL has never filed any unfair labor practice charge with the NLRB over this refusal. Upshaw Reply Aff. ¶¶ 3-8; Upshaw 230-32 (Tab 41).

Why? Because the NFL defendants obviously realize that the NFLPA is no longer a union. Indeed, since the NFLPA has renounced collective bargaining, the NFL defendants have made several unilateral changes in the players' terms and conditions of employment -- such as the lengthening of the NFL season -- which disprove their assertion that the NFLPA is still the collective bargaining representative of the players. Id.

B. No Agent Regulation

8. Another fundamental change that has been made in the operations of the NFLPA concerns player agents. The NFL contends that "testimony by agents is consistent that the NFLPA's disclaimer of bargaining rights has had no effect on the way they conduct their business" (NFL Br. at 12) and that "[t]he activities of player agents. . . have been completely unaffected." (NFL Br. at 27). This is completely false. One of the essential characteristics of a collective bargaining organization is the fact that no individual negotiations over wages, hours, or working conditions can take place without its permission. Thus, prior to the NFLPA's abandonment of bargaining rights, agents were allowed to represent players only on certain mandatory conditions set by the NFLPA. If an agent failed or refused to conform to those conditions, he could be prevented from representing any players. As described in the record, the NFLPA's mandatory registration of agents and regulation of agent

conduct is no longer in place. Rather, the NFLPA has only a voluntary set of guidelines which the agents may or may not adhere to. Unlike before, agents are now no longer required to be certified by the NFLPA, no longer required to abide by the NFLPA's regulations, no longer required to adhere to maximum fee percentages, and no longer required to use the NFLPA's standard form of agent-player agreement. Thus, by letter of January 16, 1990, the NFLPA informed player agents that:

[T]he NFLPA has changed its relationship with agents who represent professional football players. Effective November 6, 1989, the NFLPA no longer is the bargaining representative of NFL players for wages, hours and working conditions. It is no longer a requirement, therefore, that NFL player contract advisors be certified by the NFLPA in order to represent players in individual contract negotiations with NFL clubs.

Upshaw Reply Aff. Exh. 11 (Tab 42). Agent Tony Agnone testified as follows:

- Q. With respect to the agent membership in the NFLPA and the code of conduct, what is your understanding of any differences that there might be between the way it is now and the certification system that existed prior to November 1989?
- A. Well, this is a voluntary, you're voluntary complying now at this point, as opposed to where it was mandatory before. You know, several things. One is that they always never had any control over what you could charge for a rookie, but they did have a situation where they could -- in fact, they would tell you that this is the amount you could charge for a veteran.

Q. You're speaking of agent fees, fees that you can charge the player?

A. Fees, right, before. Now you can charge them whatever you want. Also, they had documents you were supposed to use with the players. That's no longer the situation. Any grievance procedures was mandatory that you notify the NFLPA. It's not on it. So there's significant changes in terms of what's done. And, frankly, in my case I'm not in compliance with the directives that were there before as opposed to today. (Agnone 68-69) (Tab 43).

* * *

Q. Let me just ask you, Mr. Agnone, to make sure your testimony was clear about the fees. Prior to November of 1989, did the NFLPA mandate what fee an agent could charge a player?

A. They had guidelines, specific guidelines.

Q. Were those guidelines mandatory?

A. Yes. You had to be within those guidelines.

Q. Is that the same on the system now?

A. No, now it's voluntary.

Q. You can charge whatever you want?

A. You can charge whatever you want.

Q. You mentioned that the system is voluntary. Let me ask you, do you have an understanding of what happens if you were not a member, a contract advisor member of the Players Association? Would you still be able to represent players?

A. Yes, because like I'm currently able to do it now, I'm not a member.

- Q. Would that have been the case prior to November of 1989?
- A. No. In fact, they would notify -- a team would notify you that you weren't on the certified list or they'd call the NFLPA and find out if you were on the certified list. (Agnone 70-71) (Tab 44).

See also Bauer 18, 20-21, 85 (Tab 45); Mills 60 (Tab 46); Cindrich 29 (Tab 47); Steinberg 16-17 (Tab 48); Johnson 28-29 (Tab 49). The NFLPA's inability to prevent any agent from representing any player is further confirmation of its termination as a union.

C. The Record Evidence Shows That The NFLPA Has No Control Over Individual Player Salary Negotiations

9. The NFL contends, without record citations, that "the NFLPA continues, through the agents, to engage in the bargaining of player compensation and continues to intervene directly, from time to time, as it did before, in individual salary negotiations." (NFL Br. at 27). The only support given for this assertion anywhere in the NFL's brief is an inadmissible television quote from Gene Upshaw, quoting Mr. Upshaw's opinion about the contract negotiations of Houston Oilers' player Lamar Lathon. (NFL Br. at 13). Again, defendants do not cite to the testimony on this issue. That testimony, by Mr. Lathon's agent, Tom Williams, states that Mr. Williams has known Mr. Upshaw personally for many years, that he called Mr. Upshaw, and that

neither Mr. Upshaw nor anyone from the NFLPA influenced his negotiations in any way. Williams 49-55, 72-73, 125-27 (Tab 50). See also Upshaw 214-16, 222 (Tab 51).

10. With respect to the purported ability of the NFLPA to control individual salary negotiations, no agent testified that this was the case. Rather, the testimony was exactly the opposite. Agent Tony Agnone, who represents approximately 35 NFL players, testified:

Q. [S]ince November 1989, has anyone from the NFLPA told you that you had to negotiate a certain salary for a player?

A. The NFLPA, no one in that department would be stupid enough to tell me what I should ask for and what I shouldn't ask for. And if they were, obviously I would probably tell them in no uncertain terms where to get off. (Agnone 67-68) (Tab 52).

See also Agnone 74-76 (Tab 53). Similarly, Marvin Demoff, who represents between 40 and 50 NFL players, testified:

Q. Did anyone at the NFLPA ever express an opinion to you as to what one of your clients should be able to achieve in a particular negotiation?

A. No.

Q. Since the decertification, have you received any input from the NFLPA on the -- on either offers that you made or offers that were received by your clients?

A. No. (Demoff 14) (Tab 54).

Leigh Steinberg, who represents approximately 50 NFL players, testified:

- Q. In negotiating on behalf of your clients, have you, even one time, been influenced in the slightest by any direction, or attempt to direct you, from the Players Association as to how you should negotiate or for what price you should attempt to get for your client, what salary?
- A. Absolutely not. The Players Association never gets involved in the specifics of our negotiations. It never has; it's not their, you know, business. (Steinberg 95-96) (Tab 55).

See also Johnson 16-17 (Tab 56); Cindrich 22-25 (Tab 57); Mills 18 (Tab 58); Bauer 33 (Tab 59); G.B. Allen 24-25 (Tab 60).

D. The Record Shows That The NFLPA Does Not Handle Or Pay For Arbitrations Since Its Renunciation Of Collective Bargaining

11. Contrary to the misleading footnote in the NFL's brief (NFL Br. at 11 n.8), the testimony and the accompanying affidavit of Eugene Upshaw show that the NFLPA no longer represents players in arbitration proceedings; nor does it pay for lawyers to represent individual players in disputes occurring after the NFLPA's abandonment of bargaining rights. Upshaw Reply Aff. ¶¶ 9-11; Bauer 22 (Tab 61); Johnson 27 (Tab 62); Cindrich 67 (Tab 63); Demoff 10-11 (Tab 64); Agnone 44-45 (Tab 65); Mills 21-22 (Tab 66); Pagel 16 (Tab 67). Indeed, the only funding from the NFLPA is in the form of a special trust set up to reimburse the fees of outside lawyers who took over grievances filed before

November 6, 1990, which the NFLPA had previously handled. Upshaw Reply Aff. ¶ 10.

E. The Record Shows That The NFLPA Is Not A Member Of The AFL-CIO

12. Defendants note that Eugene Upshaw is a Vice President of the AFL-CIO (NFL Br. at 8, n.4) and then contend that "[t]o defendants' knowledge, no leaders of trade associations hold high-ranking position within that organization." What defendants fail to mention are the fourteen pages of testimony on this issue by Mr. Upshaw (Upshaw 9-23) (Tab 68) wherein he makes clear that he is an inactive officer of the AFL-CIO only in his status as President of the Federation of Professional Athletes (Upshaw 13), whose members include a collective bargaining organization -- the Major Indoor Soccer League Players Association. (Upshaw 18). The NFLPA is not a member of the Federation of Professional Athletes, nor of the AFL-CIO. (Upshaw 9).

F. The NFLPA's Change In Tax Status Is Not "Temporary"

13. Another mischaracterization of the record by defendants is the assertion that the NFLPA changed its tax status only temporarily "pending the outcome of the Powell decision." (NFL Br. at 14). Defendants' only cite for this assertion is a statement by Gene Upshaw which they know was taken completely out of context. Mr. Upshaw testified:

Q. Would you state whether or not that decision made by the Players Association is permanent in terms of changing your tax status?

A. As far as changing our tax status, and as far as ever being a labor organization again, that is a permanent status. We have no intentions, in the future or my lifetime, to ever return to be a labor organization again. (Upshaw 234) (Tab 22).

After Mr. Upshaw's use of the term "pending" was pointed out to him, he testified:

When I used the term this morning, pending determination of the Powell litigation, I misspoke. What I meant was because of the Powell litigation we changed our tax status from a labor organization to a business association because there was a permanent change, and that was what I meant, and if I said pending, I misspoke. I definitely meant it was because of the Powell litigation. (Upshaw 235-36) (Tab 69) (emphasis added).

IV. PLAINTIFFS AND THE NFLPA HAVE FULLY COOPERATED IN DISCOVERY

14. Finally, I feel compelled to respond to the defendants' remarkable assertion that the NFLPA "refused to cooperate with the defendants in connection with discovery." (NFL Br. at 2, n.1). This amazing allegation comes after a massive discovery "blitz" in which the defendants have taken 28 depositions in five weeks in 20 cities, all at their request. Even though plaintiffs believed this discovery to be totally irrelevant and duplicative, plaintiffs indicated as early as July 20 their willingness to go forward with all of defendants'

discovery of the NFLPA, without the need for subpoenas. (See correspondence at Tab 70). Ultimately, plaintiffs and the NFLPA agreed to go forward with up to 29 such depositions. (Tab 71). The depositions required a massive logistical effort and were accomplished with complete cooperation of plaintiffs and the NFLPA. The NFLPA also produced more than 1300 pages of documents in response to defendants' discovery demands.

15. By contrast, defendants have refused to proceed with discovery on the merits of this case, forcing plaintiffs to make, and win, a motion to compel before Magistrate Boline. (See Tab 72). Indeed, defendants even refused to produce documents in their files relating to the status of the NFLPA, only reluctantly agreeing to produce such documents after a motion to compel was filed. (See plaintiffs' request, defendants' response and notice of motion to compel at Tab 73).

16. Looking for any excuse to delay a decision on this motion, defendants allege that they "have not completed their discovery on these issues" and that the NFLPA "has continued its refusal to cooperate with defendants on discovery matters." Defendants rely for this assertion on correspondence over oral requests for documents primarily relating to the amount of fees that were expended on the NFLPA's charge in tax status that the NFLPA believe to be completely irrelevant and that the NFL must know have no significance. In any event, these documents either

do not exist or have now been produced. (See Tab ~~73~~⁷⁴). In light of the massive discovery on these issues, defendants' assertion that they "have not completed discovery" on the labor exemption issue is incredible.

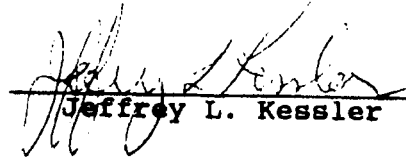
V. DEFENDANTS' DOCUMENT PRODUCTION

17. Defendants complain that documents were not received from the NFLPA until September 19, 1990 (NFL Br. at 1, n.1) but they neglect to mention that despite the fact that plaintiffs' summary judgment motion was filed on August 1, their document requests to the NFLPA were not served until August 24. By contrast, documents responsive to plaintiffs' request for documents relating to the status of the NFLPA, dated September 14, were not received from defendants until Friday, October 26, 1990.

18. Because plaintiffs did not receive the latter documents until last Friday, there has been no time or opportunity to take any discovery about them. However, some thirteen of these documents (Tab 75) are quite startling. Since these documents -- all of which are internal memoranda from the NFL Management Council to individual NFL teams -- reflect not

only the Management Council's knowledge that the NFLPA was withdrawing from all grievance procedures, but its recognition that "the NFLPA has abandoned the representation of NFL players."

NORMA FRANCES SEELEY
NOTARY PUBLIC, State of New York
No. 03-4815529
Qualified in Bronx County
Commission Expires August 31, 1992



Jeffrey L. Kessler

Sworn to before me this
2nd day of November, 1990



Notary Public

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

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FREEMAN McNEIL, et al.      :
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           Plaintiffs,      :      No. 4-90-Civil-476
                             :
           v.                :
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NATIONAL FOOTBALL LEAGUE, et al. :
                             :
           Defendants.      :
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PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

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FREEMAN McNEIL, et al. :
 :
 Plaintiffs, : No. 4-90-Civil-476
 :
 v. :
 :
 NATIONAL FOOTBALL LEAGUE, et al. :
 :
 Defendants. :
-----X

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT

Preliminary Statement

Plaintiffs, eight professional football players, submit this memorandum in support of their motion for partial summary judgment striking the labor exemption defense asserted by the National Football League and its 28 member clubs (collectively the "NFL defendants") in their Second and Third affirmative defenses to the Complaint. Specifically, this motion seeks to dismiss the NFL defendants' claim that despite the acts of the NFL players and the NFL Players Association ("NFLPA") terminating the NFLPA's status as the players' collective bargaining representative, the so-called "nonstatutory labor exemption"

continues to shield the NFL defendants' anticompetitive player restraints from the antitrust laws.

The issue presently before the court arises as a direct consequence of the Eighth Circuit's decision in Powell v. National Football League, 888 F.2d 559 (8th Cir. 1989), petition for cert. filed, 58 U.S.L.W. 3615 (U.S. Mar. 12, 1990) (No. 89-1421). In that case, the panel majority held that the nonstatutory labor exemption survives the expiration of a collective bargaining agreement and applies so long as there is an "ongoing collective bargaining relationship" between management and labor. As the dissenting member of the panel pointed out, the Powell decision left the NFLPA with the choice of being forever bound to the NFL defendants' player restraints or forfeiting its collective bargaining rights.¹

Faced with Eighth Circuit's decision, the NFLPA soon made its choice, relinquishing its role as a collective bargaining representative. First, pursuant to a vote by its Executive Committee, the NFLPA notified the NFL's bargaining

1. The players remain convinced that the Eighth Circuit's decision is in error and that they should not have to forfeit their rights to collective bargaining in order to pursue antitrust claims. The Powell plaintiffs have therefore filed a petition for certiorari with the Supreme Court; however, the pendency of the petition has no bearing on the issue presently before the court as, due to the change in circumstances, it makes no difference here whether Powell is affirmed or reversed.

representative that it was abandoning its collective bargaining rights. Then, upon submission by a substantial majority of NFL players of petitions revoking their authorization of the NFLPA to act as their collective bargaining representative, the NFLPA enacted by-laws preventing it from ever engaging in collective bargaining with the NFL. The NFLPA is thus no longer a union; it has been restructured as a voluntary professional association engaging in various activities other than bargaining to promote the interests of active and former players. Under the Powell court's rationale, therefore, the nonstatutory labor exemption ended no later than December 5, 1989, before the unlawful conduct of the NFL defendants complained of herein took place.² (Point I.A., infra).

Despite the fact that without a union the collective bargaining relationship is clearly at an end, the NFL defendants have contended, both in their Answer and in a declaratory judgment action also before this Court, The Five Smiths, Inc. v. National Football League Players Association, No. 3-90-CV-177, that the nonstatutory labor exemption continues to apply. This change in position is startling since, as noted by the Powell court, the NFL

2. The Complaint only seeks damages stemming from the system of restraints in effect beginning in February of 1990.

defendants conceded before the Eighth Circuit that the labor exemption would end "if the affected employees ceased to be represented by a certified union." 888 F.2d at 568 n.12.

Defendants' new argument appears to be that the NFLPA must be formally decertified by the NLRB before the collective bargaining relationship can end. (Answer, Third Defense). This contention is without basis in law or logic. It is clear under the federal labor laws that formal decertification is not required to bring a bargaining relationship to an end. The purpose of the certification and decertification process -- to give certain procedural benefits to unions in NLRB proceedings -- does not support its use as a sword to deprive employees of their statutorily guaranteed right not to engage in collective bargaining. (Point I.B, infra).

Incredibly, however, the NFL defendants do not stop here. Not only do they erroneously argue that formal decertification by the NLRB is required to end the labor exemption, their bottom line position is that even this would not be sufficient. (Answer, Third Defense). This is absurd. As the Eighth Circuit expressly held, the labor exemption cannot last forever; and the NFL defendants have not adduced any colorable basis for extending it to cover

restraints imposed after the termination of any collective bargaining relationship. (Point I.C, infra).

STATEMENT OF UNDISPUTED MATERIAL FACTS

1. On November 3, 1989 the NFLPA Executive Committee met to discuss how to respond to the Eighth Circuit's then recently issued decision in the Powell case. It decided to abandon all collective bargaining rights in order to allow player antitrust challenges to the NFL defendants' system of player restraints to go forward free of the labor exemption defense. (Upshaw Aff. ¶¶ 2-3).

2. On November 6, 1989, the NFLPA Executive Committee notified the NFL Management Council of its decision to abandon collective bargaining rights. (Id. ¶ 4)

3. Over the following weeks, meetings were held among the players of the NFL teams to discuss the import of the Powell decision. The substantial majority of NFL players were in agreement with the NFLPA's decision to end union representation in order to allow player antitrust challenges to go forward. Thus, of the approximately 1500 players in the league at the time, over 930 (about 62%) signed petitions affirmatively stating that neither the NFLPA nor any other entity was authorized to act as their representative in collective bargaining. (Id. ¶ 5).

4. On December 5, 1989, the player representatives of twenty-four NFL teams met and unanimously voted to end the NFLPA's status as the players' collective bargaining representative. New by-laws were enacted, superseding and replacing the NFLPA's former constitution, pursuant to which neither the organization nor any of its members are permitted to engage in collective bargaining with the NFL, its member clubs or their agents. (Id. ¶ 6).

5. Since that date, the NFLPA ceased to be a labor union. Instead, it has been restructured as a voluntary professional association organized for the purpose of furthering the interests of active and former NFL players through various means other than collective bargaining. (Id. ¶ 7).

6. Reflecting its change in character and purpose, the NFLPA has filed a labor organization "termination notice" with the U.S. Department of Labor. Additionally, the Internal Revenue Service has reclassified the NFLPA's tax-exempt status from that of a "labor organization" to that of a "business league." (Id. ¶ 8).

7. Since November 6, 1989, the NFLPA has engaged in no collective bargaining on behalf of NFL players. Further, it informed management that it would no longer represent the players in "grievances". Instead, the players

would pursue any claims they may have against the NFL or its members on an individual basis, through their own legal counsel. (Id. ¶ 9).

ARGUMENT

THE CHALLENGED RESTRAINTS ARE NO LONGER EXEMPT FROM ANTITRUST SCRUTINY

A. The Labor Exemption Ended When The NFLPA Ceased Being The Players' Collective Bargaining Representative

In Powell v. National Football League, 888 F.2d 559 (8th Cir. 1989), the Eighth Circuit held that the nonstatutory labor exemption continued to apply to the NFL defendants' player restraints after the expiration of their collective bargaining agreement, and even after an impasse in the negotiations was reached, so long as there was an "ongoing collective bargaining relationship" between the parties. Id. at 568.

In rejecting "impasse" as the appropriate endpoint for the labor exemption (as this Court held in the decision below), the Powell court reasoned that, even after impasse, both management and unions have an "array of remedies" available under the labor laws to resolve their differences (i.e., strikes, renewed collective bargaining, or claims before the NLRB for a failure to bargain in good faith). Accordingly, the court concluded that federal labor policy overrides the antitrust laws, for previously agreed to

restraints, so long as there is a possibility that labor law remedies may be invoked. However, the court was careful to reject the NFL defendants' contention that the labor exemption can extend indefinitely, stating: "Importantly, this [holding] does not entail that once a union and management enter into collective bargaining, management is forever exempt from the antitrust laws. . . ." Id. at 568.

In the absence of continued union representation, the Powell court's rationale for the labor exemption does not apply, as there is no longer even the possibility of invoking a labor law remedy, be it collective bargaining, instituting an NLRB proceeding for a failure to bargain in good faith, or resorting to a strike. Accordingly, the Powell court expressly noted the NFL defendants' concession that the labor exemption would necessarily end "if the affected employees ceased to be represented by a certified union." Id. at 568 n.12.³

3. If the NFL defendants genuinely believed that the players had not lawfully renounced their collective bargaining rights in accordance with the National Labor Relations Act, they could have filed with the NLRB an unfair labor practice charge against the NFLPA asserting an unlawful refusal to bargain in November, 1989 or in December, 1989, or at any time within the six (6) month period thereafter (29 U.S.C. § 160(b)), but they never did so. The limitations period for filing such a charge -- looking at it from the end date most generous to the NFL defendants -- expired on June 6, 1990.

As recognized by the dissenting members of the panel and the en banc court (on petition for rehearing), the Powell decision effectively left the players with the Hobson's choice of either forever accepting what they believed to be a system of illegal restraints of trade or abandoning union representation entirely in order to be able to vindicate their antitrust rights. See Id. at 570 (Heaney, J., dissenting) ("the end result of the majority opinion is that once a union agrees to a package of player restraints, it will be bound to that package forever unless the union forfeits its bargaining rights").⁴

Shortly after the Powell decision was issued, the NFLPA and the players made their choice, determining to clear the way for antitrust claims by individual players, by terminating union representation. The process began on November 3, 1989, with the vote of the NFLPA's Executive Committee to renounce collective bargaining and their notification of that decision to the NFL's bargaining arm. (Upshaw Aff. ¶¶ 2-4). Over the next several weeks, the NFLPA conducted meetings with players around the league, and a substantial majority of them affirmatively expressed their

4. Similarly, in his dissent from denial of rehearing en banc, Chief Judge Lay observed: "the union should not be compelled, short of self-destruction, to accept illegal restraints it deems undesirable." Id. at 574.

support for the decision to end union representation in order to permit individual player antitrust claims to go forward. (Id. ¶ 5). Thus, about 62% of the active NFL players at that time signed petitions revoking the authority of the NFLPA or any other entity to engage in collective bargaining on their behalf. (Id. ¶ 5).

Thereafter, on December 5, 1989, the NFLPA's player representatives voted to adopt new by-laws ending the organization's status as a collective bargaining representative. (Id. ¶ 6). Under these by-laws, which superseded and replaced the NFLPA's former constitution, no officer, employee or member of the NFLPA is permitted to discuss, deal or negotiate with the NFL, any of its member clubs or their agents. The NFLPA therefore terminated its status as a "labor organization."⁵ Reflecting its change in character and purpose, the NFLPA filed a labor organization "terminal report" with the U.S. Department of Labor. Its tax-exempt status was also changed by the Internal Revenue

5. Section 2(5) of the National Labor Relations Act, 29 U.S.C. § 152(5) defines a labor organization as an organization "which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." See also Sahara Datsun, Inc. v. NLRB, 811 F.2d 1317, 1320 (9th Cir. 1987) (defining attribute of a labor organization is that it have the purpose of negotiating with an employer); East Chicago Rehabilitation Center v. NLRB, 710 F.2d 397, 404 (7th Cir. 1983), cert. denied, 465 U.S. 1065 (1984) (same).

Service from that of a "labor organization" under Section 501(c)(5) of the Internal Revenue Code to that of a "business league" under Section 501(c)(6).

As NFL players are no longer represented by a union, there can be no question that the collective bargaining relationship between the NFL defendants and the players has ended. Therefore, under the Powell decision, the nonstatutory labor exemption expired no later than December of 1989, and the Court may proceed to consider the merits of plaintiffs' antitrust claims against the player restraints imposed by the NFL defendants since February 1, 1990.

B. The NFLPA Need Not Be Formally Decertified By The NLRB In Order To End The Labor Exemption

The NFL defendants claim that the acts taken by the NFLPA and the players to end union representation are insufficient to terminate the labor exemption. Specifically, the NFL defendants contend that in order for there even to be a possibility that the labor exemption might end, the NFLPA must first obtain a determination from the NLRB "that [its] certification is no longer operative." (Answer, Third Defense). This argument is a red herring designed to put off the NFL defendants' day of antitrust reckoning, and has no basis in either the labor laws or the rationale underlying the Powell decision.

The Powell court did not and could not hold that the existence of a bargaining relationship is dependent upon NLRB certification or decertification. To the contrary, a bargaining relationship is terminated (and the labor exemption ended) "either by a NLRB decertification proceeding or by abandonment of bargaining rights by the union." 888 F.2d at 570 (Heaney, J., dissenting).

There is no question under the federal labor laws that the existence or non-existence of a bargaining relationship is not dependant on certification by the NLRB. Rather, the sine qua non of the bargaining relationship is the union's support by a majority of the employees in the bargaining unit to act as their bargaining representative. See, e.g., NLRB v. Iron Workers, 434 U.S. 335, 344 (1978). Thus, just as certification is not necessary to create a collective bargaining relationship,⁶ a decertification proceeding is not required to end it. See, e.g., NLRB v. Florida Citrus Cannery Corp., 288 F.2d 630, 639 (5th Cir. 1961), rev'd on other grounds, 369 U.S. 404 (1962) (where the majority of employees have manifested their repudiation of the union, employer's duty to bargain ceases, and "it was not required to indulge in a useless gesture of petitioning

6. See, e.g., NLRB v. Gissel Packing Co., 395 U.S. 575, 596-97 (1969); NLRB v. Ralph Printing and Lithographing Co., 379 F.2d 687, 692-93 (8th Cir. 1967).

for a decertification"); NLRB v. Superior Fireproof Door & Sash Co., 289 F.2d 713, 719 (2d Cir. 1961) ("[d]ecertification is a time consuming endeavor" not necessary to end duty to bargain).

Rather than creating or ending a collective bargaining relationship, the certification process exists solely to provide certain "special privileges" to the certified union. See NLRB v. Gissel Packing Co., *supra*, 395 U.S. at 588-89. For example, once certified, a union's majority status is irrebuttably presumed to continue for a reasonable period, normally considered to be one year. Brooks v. NLRB, 348 U.S. 96, 98-99 (1954); United Supermarkets, Inc. v. NLRB, 862 F.2d 549, 552 (5th Cir. 1989). Following this period, the labor laws allow the employer to unilaterally withdraw recognition of the certified union, and thus end the collective bargaining relationship, if it can show either: 1) that the union in fact no longer has the support of the majority of the bargaining unit employees or 2) that it had a reasonable good-faith doubt of the union's majority status. *Id.* at 552. Since a bargaining adversary can terminate a bargaining relationship by simply withdrawing recognition from a certified union on the grounds that a majority of employees no longer wish to be represented in bargaining, without the

necessity of a decertification election, a fortiori employees have the same right.⁷ There is, therefore, no basis whatsoever in the labor laws for the NFL defendants' contention that the NFLPA must be decertified by the NLRB in order for its status as the players' collective bargaining representative -- and thus, under the reasoning of Powell, the labor exemption itself -- to terminate.⁸

C. The NFL Defendants' Position That The Labor Exemption Never Ends Has Already Been Rejected By The Eighth Circuit

Not only do the NFL defendants erroneously contend that decertification by the NLRB is necessary to end the labor exemption, they further argue that even this procedure would "not [be] sufficient" to end the labor exemption. (Answer, Third Defense). Indeed, they continue to refuse to

7. Unlike employers, who must demonstrate a good faith doubt as to a union's majority, employees have the unconditional right "to refrain" from self organization and collective bargaining, which is guaranteed to them by § 7 of the NLRA. 29 U.S.C. § 157.

8. Indeed, in a different context, it has been held that a union may end its duty to bargain by simply disclaiming interest in representing the employees, so long as it does so in good faith. See, e.g., Corrugated Asbestos Contractors Inc. v. NLRB, 458 F.2d 683 (5th Cir. 1972) (union cannot be forced "to continue, against its wishes, a relationship that is in its very nature predicated upon voluntariness and consent"). In the instant case, the good faith issue does not arise, as a majority of the employees have indicated their wish not to be represented in collective bargaining at all, whether by the NFLPA or any other entity.

articulate precisely what acts they believe would suffice to end the exemption, making it clear that their real position is that the exemption simply never ends.

Not only has the NFL defendants' position of endless antitrust immunity already been expressly rejected by the Eighth Circuit in Powell (888 F.2d at 568), it is contrary to the most fundamental labor law principle -- that just as employees have the right to bargain collectively through a labor organization, they also have the right not to do so. See 29 U.S.C. § 157; See also NLRB v. National Car Rental System, 672 F.2d 1182, 1190 (3d Cir. 1982) (bargaining representative cannot be imposed on employees who do not wish to be represented); NLRB v. Mayer, 196 F.2d 286, 289 (5th Cir. 1952) (employees have the right to designate a collective bargaining representative as well as the right to revoke such designation); NLRB v. Sterling Electric Motors, 109 F.2d 194, 202 (9th Cir. 1940) (employees have the right to deal individually with the employer). Thus, the NFL defendants' argument that by exercising their right to refrain from union representation the players have somehow wrongfully "deprived the NFL clubs . . . of their opportunity to bargain" is absurd.⁹ If

9. See Complaint in The Five Smiths v. NFLPA, No.3-90-CV-177, ¶ 51. In this declaratory judgment action against the
(continued...)

employees exercise their right to choose not to be represented by any union --as the NFL players have done here -- then their employers have no right to demand otherwise.

Indeed, even the NFL defendants appear to be coming to the reluctant recognition that the labor exemption can no longer apply to this non-union industry. In recently amending their declaratory judgment action in The Five Smiths case, the NFL defendants have added a new claim under the antitrust laws against the NFLPA. (Amended Complaint in Five Smiths, Count IV). Leaving aside the impropriety of the Five Smiths case in the first place, this latest move only underscores the futility of the NFL defendants' invocation of the labor exemption defense in this case. Clearly, if there were an ongoing collective bargaining relationship such as would allow the labor exemption to continue under the Powell ruling, the exemption would apply to both parties to the relationship. By bringing an antitrust claim against the NFLPA, the NFL defendants appear

9. (...continued)
NFLPA, the NFL defendants essentially seek adjudication of the same labor exemption issue raised by this motion. However, this issue cannot appropriately be adjudicated in that case, since the NFLPA, the only defendant in that case, is not a proper party to any player antitrust challenge to the NFL defendants' system of player restraints. (See NFLPA's Motion to Dismiss the Five Smiths Complaint).

to recognize that there is no longer any such relationship in existence.¹⁰

In sum, the point has now been finally reached where, even under the Eighth Circuit's decision in Powell, labor law policy must yield to the strong federal policy favoring free competition and markets as embodied in the antitrust laws. If, as the NFL defendants have so often asserted, their system of restraints on competition for player services is nothing more than a reasonable restraint of trade, they have nothing to fear. Plaintiffs seek no more than the opportunity to prove otherwise.

CONCLUSION

For the foregoing reasons, this Court should grant plaintiffs' motion for partial summary judgment and declare that the labor exemption does not apply to the post-January 1990 restraints challenged in this case. Defendants' Second and Third Defenses should accordingly be stricken from their Answer.

10. Of course, in artfully pleading their antitrust claim as contingent, i.e., only effective if the labor exemption is held not to apply, the NFL defendants make an attempt to straddle both sides of the fence. By contrast, although it is not a party to the instant lawsuit, the NFLPA has publicly indicated that it has no need or desire to engage in such legal contortions. It welcomes the opportunity to have the antitrust laws applied to all aspects of competition for player services in the NFL, as the players have been claiming for almost three years.

Dated: August 1, 1990

Respectfully submitted,

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James W. Quinn

and

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By: Carol T. Rieger
Carol T. Rieger, #154568

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

-----X
FREEMAN McNEIL, et al. :
 :
 Plaintiffs, : No. 4-90-Civil-476
 :
 v. : PROPOSED ORDER
 :
 NATIONAL FOOTBALL LEAGUE, et al. :
 :
 Defendants. :
-----X

Having considered plaintiffs' Motion for Partial Summary Judgment, and the parties' briefs and arguments in support and opposition thereto, the Court is of the opinion that such motion is meritorious and should be granted. Therefore, the Court DECLARES that the labor exemption defense does not apply to the post-January 1990 restraints challenged in this case and, accordingly, ORDERS that defendants' Second and Third Defenses be stricken from their Answer.

Dated: _____, 1990

David S. Doty
United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

-----X
FREEMAN McNEIL, et al. :
 :
 Plaintiffs, : No. 4-90-Civil-476
 :
 v. : PLAINTIFFS MOTION
 : FOR PARTIAL SUMMARY
 NATIONAL FOOTBALL LEAGUE, et al. : JUDGMENT
 :
 Defendants. :
-----X

Plaintiffs, eight professional football players, move, pursuant to Rule 56, Fed. R. Civ. P., that the court grant partial summary judgment to plaintiffs with respect to defendants' Second and Third Affirmative Defenses, which assert that plaintiffs' antitrust claims are barred by the nonstatutory labor exemption to the antitrust laws. In support of this motion plaintiffs state as follows:

1. Under the Eighth Circuit's decision in Powell v. National Football League, 888 F.2d 559 (8th Cir. 1989), the nonstatutory labor exemption continued to apply to the defendants' player restraints so long as an "ongoing collective bargaining relationship" existed.

2. In response to the Powell decision, and in order to make possible individual player antitrust lawsuits

such as the instant case, the NFLPA, with the support of a majority of its player members, relinquished its role as the players' collective bargaining representative, ending the collective bargaining relationship with defendants and the corresponding labor exemption.

3. Defendants' arguments that the NFLPA must be formally decertified by the NLRB as well as take other unspecified measures before the labor exemption can end are without any legal basis.

WHEREFORE, plaintiffs request that this Court issue an order striking the Second and Third Affirmative Defenses from defendants' Answer.

Dated: August 1, 1990

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

-----X
FREEMAN McNEIL, et al. :
 :
 Plaintiffs, : No. 4-90-Civil-476
 :
 v. : NOTICE OF MOTION
 :
 NATIONAL FOOTBALL LEAGUE, et al. :
 :
 Defendants. :
-----X

To: Defendants and their attorneys, Herbert Dym, Covington
& Burling, 1201 Pennsylvania Avenue, N.W., Washington,
D. C. 20044

PLEASE TAKE NOTICE that on October 26, 1990 at
9:00 a.m., in the United States District Court for the
District of Minnesota, before the Honorable David S. Doty,
plaintiffs will present their motion for Partial Summary
Judgment on defendants' Second and Third Affirmative
Defenses, pursuant to Rule 56, Federal Rules of Civil
Procedure. A copy of the motion is attached to this notice.

Dated: August 1, 1990

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Attorneys for Plaintiffs

OFFICIAL TRANSCRIPT
PROCEEDINGS BEFORE

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA
FOURTH DIVISION

----- X

FREEMAN McNEIL, et al.,	:	
Plaintiffs,	:	
v.	:	Civil No. 4-90-476
NATIONAL FOOTBALL LEAGUE,	:	
et al.,	:	
Defendants.	:	

----- X

Washington, D.C.

Wednesday, October 3, 1990

Deposition of GENE UPSHAW

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA
FOURTH DIVISION

- - - - - X
FREEMAN McNEIL, et al., :
Plaintiffs, :
v. : Civil No. 4-90-476
NATIONAL FOOTBALL LEAGUE, :
et al., :
Defendants. :
- - - - - X

Washington, D.C.
Wednesday, October 3, 1990

Deposition of GENE UPSHAW, a witness herein,
called for examination by counsel for Defendants in the
above-entitled matter, pursuant to notice, the witness
being duly sworn by RAYMOND G. BRYNTESON, a Notary
Public in and for the District of Columbia, taken at the
offices of Covington & Burling, 1201 Pennsylvania
Avenue, N.W., Washington, D.C., Conference Room 1060, at
9:56 a.m., Wednesday, October 3, 1990, and the
proceedings being taken down by Stenotype by RAYMOND G.

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1 BRYNTESON and transcribed under his direction.

2

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1	C O N T E N T S	
2	THE WITNESS	EXAMINATION BY COUNSEL FOR
3	GENE UPSHAW	DEFENDANTS
4	By Mr. Dym	6, 237
5		PLAINTIFFS
6	By Mr. Glennon	229
7		
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9		

10	E X H I B I T S	
11	EXHIBIT NO.	PAGE NO.
12	Upshaw Exhibit No. 1	11
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15	Upshaw Exhibit No. 4	86
16	Upshaw Exhibit No. 5	97
17	Upshaw Exhibit No. 6	104
18	Upshaw Exhibit No. 7	114
19	Upshaw Exhibit No. 8	122
20	Upshaw Exhibit No. 9	125
21	Upshaw Exhibit No. 10	147
22	Upshaw Exhibit No. 11	154

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	E X H I B I T S	
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3	Upshaw Exhibit No. 12	155
4	Upshaw Exhibit No. 13	157
5	Upshaw Exhibit No. 14	158
6	Upshaw Exhibit No. 15	160
7	Upshaw Exhibit No. 16	168
8	Upshaw Exhibit No. 17	172
9	Upshaw Exhibit No. 18	181
10	Upshaw Exhibit No. 19	191
11	Upshaw Exhibit No. 20	193
12	Upshaw Exhibit No. 21	197
13	Upshaw Exhibit No. 22	202
14	Upshaw Exhibit No. 23	205
15	Upshaw Exhibit No. 24	210
16	Upshaw Exhibit No. 25	214
17	Upshaw Exhibit No. 26	216
18	Upshaw Exhibit No. 27	218
19	Upshaw Exhibit No. 28	218
20		
21	Exhibit 27, a videotape, was retained by Counsel.	
22		

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P R O C E E D I N G S

Whereupon,

GENE UPSHAW,

residing at 1102 Pepper Tree Drive, Great Falls,
Virginia, 22066, was called as a witness by counsel for
Defendants, and having been duly sworn by the Notary
Public, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR DEFENDANTS

BY MR. DYM:

Q. Would you state your full name, Mr. Upshaw?

A. Gene Upshaw, U-p-s-h-a-w.

Q. Give us your business and residence address.

A. Business address is 2021 L Street, Northwest,
Washington, D.C., 20036. My home address is 1102 Pepper
Tree Drive, Great Falls, Virginia, 22066, I think.

Q. I understand that you are Executive Director
of the National Football League Players Association, is
that right?

A. Yes.

Q. And that is a full-time job, is that right?

A. Yes.

Q. And you are a salaried employee of the NFL

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1 What was his former athletic career?

2 A. John Kerr is a former soccer player. He
3 played in the NASL. He is currently the Executive
4 Director of the MISL Players Association and his address
5 is 2021 L Street, Washington, D.C.

6 Q. Is Mr. Kerr a long-time player in professional
7 soccer?

8 A. Yes, he is.

9 Q. Both in --

10 A. Both in England and here in the U.S.

11 Q. You mentioned that, in a question from Mr.
12 Dym, there was before you, and I received a copy now
13 marked Upshaw Exhibit 1, that had to do with the change
14 in the tax status, do you recall that line of
15 questioning?

16 A. Yes, I do.

17 Q. The question may have been asked of you before
18 the document was shown to you. The document has certain
19 attachments, and I think he used this as an assistance
20 in refreshing your recollection as to members of the
21 management staff of the NFL Players Association.

22 A. That's correct.

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1 Q. And you were asked a certain question with
2 respect to the filing with the Internal Revenue as to
3 the change in tax status. Would you state as the
4 Executive Director whether the intention of making that
5 filing is permanent as far as the National Football
6 Players Association is concerned?

7 MR. DYM: Object to the form of the question
8 as leading.

9 BY MR. GLENNON:

10 Q. Would you state whether or not that decision
11 made by the Players Association is permanent in terms of
12 changing your tax status?

13 MR. DYM: Same objection.

14 MR. GLENNON: You may answer.

15 THE WITNESS: As far as changing our tax
16 status, and as far as ever being a labor organization
17 again, that is a permanent status. We have no
18 intentions, in the future or in my lifetime, to ever
19 return to be a labor organization again.

20 BY MR. GLENNON:

21 Q. Now, if I wrote this down accurately, in my
22 notes in answer to a question, you used the term pending

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NFL Labor Dispute
Kevin Mawae 9-20-10

1 [MUSIC]
 2 MAN: This is New York Football Live,
 3 presented by Miller Lite on 1050 ESPN, New York.
 4 BONNIE BERNSTEIN: Bernstein and Buttle,
 5 New York Football Live. On the line right now NFL
 6 Player's Association President Kevin Mawae. And
 7 Kevin I know your time's short. We were going to
 8 ask you about concussions but there are more
 9 pertinent topics at hand as it so pertains to
 10 you.
 11 You sat in on the meetings between the
 12 union and the owners yesterday. The subject of an
 13 18 game regular season schedule expansion came
 14 up. What's the union's position on that?
 15 KEVIN MAWAE: Well the union's position
 16 is, uh, is that there's, there's a lot that needs
 17 to be talked about regarding 18 games. Our stance
 18 is that 18 games, uh, it has to do with working
 19 conditions. And anytime we talk about working
 20 conditions for our players it's a collective
 21 bargaining agreement and it's a collect,
 22 collectively bargained issue. It's not just a
 23 matter of tagging on two games and saying here
 24 you go.
 25 The NFL, they gave us their proposal,

1 if so, then that's even more increased, uh,
 2 exposure to risk, uh, of injury.
 3 And, um, so, so we're looking at that
 4 thing [NOISE OBSCURES] but as a full on approach
 5 on how, how it effects us from all areas and not
 6 just the compensation level but more on a health
 7 and safety issue for the players.
 8 GREG BUTTLE: Well, uh, Kevin
 9 historically how did it effect you when they went
 10 from 14 games to 16 games? Uh, uh, have you guys
 11 taken a look at that and what do you-
 12 KEVIN MAWAE: [OVERLAPPING] Well yeah
 13 Greg. I, I didn't, I wasn't in the league when we
 14 were at the 14 games. I came in at, at 16 games.
 15 So, um, you know, the one player or the two
 16 players or former players at the table, um, were,
 17 were Mark Murphy and, and Ozzie Newsome. And
 18 their both management guys so, you know, it, it
 19 didn't effect me at all. Well you'd expect to
 20 hear that from a guy that's been negotiating for
 21 management.
 22 But, um, from a player's perspective,
 23 you know, our question to them is well when they
 24 proposed it did you ask about the increased risk
 25 of injury? Did you ask about exposure to head

1 it had some [NOISE OBSCURES] issues that we had.
 2 But yesterday was our first chance to actually
 3 look at the proposal and so right now we're kind
 4 of dissecting it and we've told management that
 5 we'll get back to them within the next two weeks
 6 on our counter or our thoughts regarding their
 7 proposal.
 8 So, um, they addressed some of our
 9 issues. Um, uh, obviously for us the biggest
 10 issue's always going to be player hate and self,
 11 uh, player health and safety. And they
 12 [CONSTANTLY/CONSCIOUSLY?] play the part of that
 13 because anytime that we add two extra games that
 14 are full speed, you know, games where players are
 15 playing the whole game, then that's increased
 16 chance of, uh, opportunities to get injured, um,
 17 including conclusions or any other number of
 18 injuries.
 19 And then, you know, you've got to take
 20 a look at the front end and see, you know, what
 21 does that do for training camp. Does it lengthen
 22 it? Does it shorten it? What kind of contact is a
 23 player going to get? Will a starter or veteran
 24 player end up taking more [REPS/RAPS?] in those
 25 two preseason games as opposed to the four? And

1 trauma? Did you ask about how is this gonna
 2 effect my long-term health care? And the answer
 3 was no, they never did.
 4 Well that's what we're asking and
 5 that's the questions we... that need to be asked
 6 because at the end of the day that's more
 7 important for us than just another week of
 8 salary.
 9 GREG BUTTLE: Well the, the public out
 10 there would, would, would, would tend to, to
 11 believe that, aw this is only... it's all about
 12 money, it's only going to be negotiable about
 13 dollars and cents. Is... How, how true would that
 14 be?
 15 KEVIN MAWAE: I would, I would think
 16 that they would be off base. Um, you see I, I
 17 think that our fans love the game of football and
 18 they love the sport. But I think a lot of times
 19 they don't, they don't pay enough attention to
 20 the business of the game.
 21 And many of our fans don't fell like
 22 that. We don't have, uh, long-term health care.
 23 We only have five years of health care past, you
 24 know, when your career's over with. And, and most
 25 of our guys don't even play long enough to vest,

1 to get that health care.
 2 So now we're talking a guy that plays,
 3 you know, in order to vest you gotta get four
 4 years but then you tack on two games on those
 5 four years, now you're playing the equivalent of
 6 eight more games. So really instead of playing
 7 four years to vest you're playing four and half
 8 to vest. And, and guys know that the average
 9 career's only 3.3 or 3.5 years.
 10 So, so the issue for us becomes when
 11 you add on more games to a sport to athletes who
 12 already don't have the career average to vest to
 13 get the health care at the end of the day, so,
 14 you know, where does that sit in for us and how
 15 does that make sense to the players?
 16 And, um, so for us it is about the
 17 health care, it is about the, the damage and the
 18 injuries the players can sustain. It's not so
 19 much about... again, it's not about the paycheck
 20 for us. It's about where in the benefits is this
 21 gonna help us because we know that two more games
 22 are gonna add millions of dollars to your pocket
 23 but how are you gonna take care of the players
 24 that are gonna put their bodies at risk at least
 25 120 extra snaps a season?

1 BONNIE BERNSTEIN: NFL PA President
 2 Kevin Mawae, former Jet center, eight time Pro
 3 Bowler. So Kevin, you've laid out all of your
 4 concerns about an expanded season pretty well.
 5 And you said that the owners have addressed them.
 6 What types of things have they said to you that
 7 potentially would give you a level of comfort
 8 with this?
 9 KEVIN MAWAE: Well the, you know, uh,
 10 without getting into specifics of what they've
 11 proposed to us, the concerns that we would have
 12 was... is how does the extra game [EXTEND/EXPAND?]
 13 the season? You know, I mean how does it expand
 14 the season to late in the year?
 15 Um, you know, we're already concerned
 16 with the length of off-season conditioning
 17 program. You know, you go from... If you play all
 18 the way to Super Bowl, um, you know, you... the
 19 off-season conditioning program starts the second
 20 week in March and so all the way [UNINTEL -
 21 OVERLAPPING VOICES] June.
 22 BONNIE BERNSTEIN: [OVERLAPPING] Well
 23 you know Kevin, let me rephrase this 'cause I
 24 know you're time's short. What would you and the
 25 Players Association want to hear? What, what-

1 KEVIN MAWAE: Well, you know, Bonnie I
 2 can't tell you like this is what we need to hear.
 3 But we, we need to know that the health concerns
 4 for our players are being addressed, um, you
 5 know, off-season conditioning programs need to be
 6 addressed, um, training camps need to be
 7 addressed.
 8 And they're all issues that are... the
 9 management is aware of. And things that they hit
 10 on in their proposal and things that we're going
 11 to take a close look at.
 12 Um, but again, it, it goes to the whole
 13 aspect of, of how much more exposure to injury
 14 are you putting our players at risk by proposing
 15 two more games? And, um, and at the end of the
 16 day that's what the most important thing is for
 17 us.
 18 BONNIE BERNSTEIN: And how do the
 19 dollars and cents come into play? Because
 20 obviously you're playing more games, you're gonna
 21 want more money for it.
 22 KEVIN MAWAE: Well, you know, I mean as
 23 it stands now our contracts are, are based on a
 24 16 games schedule. So, you know, we talk about
 25 the compensation, you know, you... all these guys

1 are gonna be under contract if and when the 18
 2 games comes to play, well if the guy's under
 3 contract for a 16 game season how does that
 4 effect his contract?
 5 Because the contract is for 16 games,
 6 it's not for 18 games. And it's not just a matter
 7 of switching the two pre-season games because we,
 8 you know, the, the veteran player only gets paid
 9 \$900 a week for, for the pre-season games to
 10 begin with. Um, you know that two \$900 per week
 11 of pre-season plus an extra \$200 just to play in
 12 the pre-season game.
 13 So it's not a matter to swap the two
 14 games out because from the monetarily standpoint
 15 the compensation's not even close. And, um, so in
 16 that aspect that's, that's where that would come
 17 into play. How does it effect the guys that are
 18 already under contract and how will it effect the
 19 guys as far as the cost and increase in health
 20 care and things like that?
 21 GREG BUTTLE: The... there's an issue
 22 about decertification. We've noticed that all the
 23 players are voting about decertification of the
 24 union. Uh, (a) it's, uh, I, I believe it's an
 25 uphill battle with the NLRB. But that being said,

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1 I, I understand, I'm not so sure-maybe you can
2 explain it-and, uh, in, in right to work states
3 how does that effect, uh, players in right to
4 work states?
5 KEVIN MAWAE: Well, uh, the right to
6 work states, they obviously have the right to
7 work without belonging to the union and where
8 they're not. But our job and our duty as a union
9 is to protect those players just as equal as
10 we're protecting those guys that, that, uh, live
11 in, in union states.
12 And the idea of decertification, it,
13 it... The, the tactic and, and the strategy worked
14 back in 1989. And, and what it did is give the
15 players an opportunity to file a class action
16 lawsuit to prevent them as acting as one to
17 prevent 1,900 players from working, which becomes
18 instead of a, a one bargaining unit now you have
19 1,900 contracted employees.
20 And, um, it'll challenge the anti-trust
21 laws. And the idea of us voting for the... to give
22 the union the ability to decertify is completely
23 different than we are voting to decertify. And
24 the whole purpose is to have that ace in our
25 sleeve so that, that if and when the time comes

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1 that same question right now?
2 KEVIN MAWAE: If you asked me that same
3 question right now I wouldn't say it's a 14, I'd
4 say it's a 10. I think we've got amazing headway
5 in the right direction but I think [UNINTEL –
6 OVERLAPPING VOICES]
7 BONNIE BERNSTEIN: [OVERLAPPING] In what
8 areas?
9 KEVIN MAWAE: Uh, well in, in all areas.
10 I mean we've had 15 major bargaining sessions,
11 we've had minor ones where just, you know, our
12 attorneys were working with theirs on, you know,
13 auxiliary issues. But, um, but the whole thing's
14 gotta be done at the same time.
15 You know, obviously for us the
16 management... Well from the management side the
17 biggest deal is issues of 18 games and the rookie
18 salary structure. And, and we're working on those
19 things. We, we've offered a proposal, we're going
20 to continue to work on those things till we get
21 closer.
22 And, and from our standpoint it's, you
23 know, if everything stayed the same we can go out
24 there and play. We didn't ask for this. But now
25 that we've been brought into the fight we're

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1 we'll be able to do it at a very timely manner
2 without having to, to scrounge 1,900 votes.
3 And at the end of the day, um, guys
4 understand the strategy, it's been a part of the
5 union strategy since, since I've been in the
6 league because it worked. The federal government
7 said it worked and the NFL won a, a, a case in
8 federal court. It's the Reggie White case. And,
9 um, and so it's a strategy that's out there, the
10 precedent has been set. And so it is a, a part of
11 the strategy.
12 Now our goal is to get a deal done not
13 to decertify. But at the end of the day we've got
14 to protect our players and their ability to make
15 a paycheck. And, and if that means to decertify
16 then that's what we'll do.
17 BONNIE BERNSTEIN: NFL Players
18 Association President Kevin Mawae on with
19 Bernstein and Buttle on New York Football Life.
20 Kev, right around Super Bowl time I heard union
21 head DeMaurice Smith say, on a scale of one to 10
22 he felt the chances of a lockout were at a 14.
23 You had the chance to sit in on the CBA
24 negotiations yesterday with the PA and the
25 owners. What would your guess be if I asked you

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1 gonna fight for it. And, um, so our goal is, is
2 to get a deal done. But we are 100 percent
3 preparing our guys for a lockout.
4 GREG BUTTLE: In, in conclusion, just
5 make sure you take care of us old guys who set
6 you guys up to make all that money. Are you have,
7 you got it?
8 KEVIN MAWAE: [OVERLAPPING] You know,
9 well let, let me tell you this Greg-and I, and I
10 appreciate you and every former player that
11 played the game before I came in-since I've been
12 a member of the board of the union, whether as a
13 team rep or an executive committee member or even
14 the president, every time we did a deal we, we've
15 increased pensions for former players.
16 Now I know there's other issues and
17 there's other things out there. We've, we've
18 suggested a legacy fund, we've, uh, we've
19 suggested that we take some of that rookie pool
20 money that if we were to restructure it could get
21 that back to the former players, the pre-93ers,
22 the guys that did not fall underneath the CBA.
23 So those... And those are... it's, uh, a
24 forefront issue for us. And there's something
25 that, that, you know, I don't know that every

1 former player will believe that. But for every
 2 guy that's been in that room during those
 3 bargaining sessions, they will tell you to a man
 4 that, that we are trying to do our best and we
 5 are going to look after the, the former players
 6 as much as we possibly can.
 7 GREG BUTTLE: And that's what I'm
 8 talking about.
 9 BONNIE BERNSTEIN: [LAUGHS] Well Kevin I
 10 know you're worried about where your next
 11 paycheck's coming from because you're interning
 12 for Vanderbilt, you just retired from the Titans.
 13 And, and because of the bylaws you stay on as the
 14 PA President until next March. But how's that
 15 going for you?
 16 KEVIN MAWAE: Uh, the, you know, it's
 17 going fine. I'm, I'm enjoying my time with
 18 Vanderbilt. Um, uh [CHUCKLES] I still [UNINTEL –
 19 OVERLAPPING VOICES]
 20 BONNIE BERNSTEIN: [OVERLAPPING] What
 21 are doing as an intern? You're a 30 something
 22 year old intern.
 23 KEVIN MAWAE: [OVERLAPPING] I'm the, I'm
 24 the... I'm the, well I, I'm the wealthiest unpaid
 25 intern in the history of NCAA football. And, you

1 know, for me it's an opportunity to get my foot
 2 in the coaching door. It's something I like to
 3 do, I like be around young men, to have an
 4 influence over them.
 5 And, and, you know, to just be a role
 6 model for them, to be able to pass on my
 7 knowledge whether it's in the weight room or
 8 whatever with those guys, to show 'em that, you
 9 know, this is how you get to become where you
 10 want to go.
 11 And... but it's an opportunity to, to, to
 12 stay close to the game but it gives me the leeway
 13 and the freedom to, to go to Washington, DC when
 14 it's time to bargain. Or when I have to go to New
 15 York City or something like that. And, um, the
 16 coaches, they have offered me an opportunity to
 17 be a part of the program yet I still have my
 18 responsibilities that are important to me and
 19 they understand that.
 20 And, um, not worried about not getting
 21 a paycheck right now. Um, that's why you play 16
 22 years in the NFL. [CHUCKLES] Uh, you know, we
 23 were very conservative and very smart and I
 24 worked long and hard enough so that I can do what
 25 I want to do, not [BECAUSE?] I have to do it,

1 because I enjoy doing it.
 2 And, uh, and that's where I'm at right
 3 now and I'm, I'm at peace with it and, um, we'll
 4 see. Something will come along.
 5 BONNIE BERNSTEIN: Yeah. I know how much
 6 this stuff with the union means to you Kevin.
 7 You've been really articulate on some difficult
 8 subjects. Promise us the next you're in New York
 9 you'll come up and hang out in the studio with
 10 us.
 11 KEVIN MAWAE: I certainly will. If I'm
 12 there more than 24 hours I will stop by and see
 13 you guys.
 14 BONNIE BERNSTEIN: Alright, Kevin,
 15 thanks so much for the time. Appreciate it.
 16 KEVIN MAWAE: [SO LONG?] guys, take
 17 care. Good talking to you.
 18 GREG BUTTLE: You too. NFL PA President
 19 Kevin Mawae.
 20
 21 [END MEDIA]
 22
 23
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 25

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<p style="text-align: center;">A</p> <p>ability 10:22 11:14 17:7</p> <p>able 11:1 15:6</p> <p>accurate 17:5</p> <p>ace 10:24</p> <p>acting 10:16</p> <p>action 10:15</p> <p>add 3:13 6:11,22</p> <p>addressed 3:8 7:5 8:4,6,7</p> <p>agreement 2:21</p> <p>Alright 16:14</p> <p>amazing 12:4</p> <p>answer 5:2</p> <p>anti-trust 10:20</p> <p>anytime 2:19 3:13</p> <p>appreciate 13:10 16:15</p> <p>approach 4:4</p> <p>areas 4:5 12:8,9</p> <p>articulate 16:7</p> <p>asked 5:5 11:25 12:2</p> <p>asking 5:4</p> <p>aspect 8:13 9:16</p> <p>Association 2:6 7:25 11:18</p> <p>athletes 6:11</p> <p>attention 5:19</p> <p>Attested 17:11</p> <p>attorneys 12:12</p> <p>audio 17:6</p> <p>authenticity 17:9</p> <p>auxiliary 12:13</p> <p>average 6:8,12</p> <p>aw 5:11</p> <p>aware 8:9</p>	<p>battle 9:25</p> <p>believe 5:11 9:24 14:1</p> <p>belonging 10:7</p> <p>benefits 6:20</p> <p>Bernstein 2:4,4 7:1 7:22 8:18 11:17 11:19 12:7 14:9 14:20 16:5,14</p> <p>best 14:4 17:6</p> <p>biggest 3:9 12:17</p> <p>board 13:12</p> <p>bodies 6:24</p> <p>Bonnie 2:4 7:1,22 8:1,18 11:17 12:7 14:9,20 16:5,14</p> <p>Bowl 7:18 11:20</p> <p>Bowler 7:3</p> <p>brought 12:25</p> <p>business 5:20</p> <p>Buttle 2:4 4:8 5:9 9:21 11:19 13:4 14:7 16:18</p> <p>bylaws 14:13</p>	<p>15:12</p> <p>closer 12:21</p> <p>coaches 15:16</p> <p>coaching 15:2</p> <p>collect 2:21</p> <p>collective 2:20</p> <p>collectively 2:22</p> <p>come 8:19 9:16 16:4,9</p> <p>comes 9:2 10:25</p> <p>comfort 7:7</p> <p>coming 14:11</p> <p>committee 13:13</p> <p>compensation 4:6 8:25</p> <p>compensation's 9:15</p> <p>completely 10:22</p> <p>concerned 7:15</p> <p>concerns 7:4,11 8:3</p> <p>conclusion 13:4</p> <p>conclusions 3:17</p> <p>concussions 2:8</p> <p>conditioning 7:16 7:19 8:5</p> <p>conditions 2:19,20</p> <p>conservative 15:23</p> <p>CONSTANTLY/... 3:12</p> <p>contact 3:22</p> <p>continue 12:20</p> <p>contract 9:1,3,4,5 9:18</p> <p>contracted 10:19</p> <p>contracts 8:23</p> <p>cost 9:19</p> <p>counter 3:6</p> <p>court 11:8</p> <p>created 17:3</p>	<p>9:22,23 10:12</p> <p>decertify 10:22,23 11:13,15</p> <p>DeMaurice 11:21</p> <p>different 10:23</p> <p>difficult 16:7</p> <p>direction 12:5</p> <p>Dispute 1:13</p> <p>dissecting 3:4</p> <p>division 17:1</p> <p>doing 14:21 16:1</p> <p>dollars 5:13 6:22 8:19</p> <p>door 15:2</p> <p>duty 10:8</p> <p style="text-align: center;">E</p> <p>effect 4:9,19 5:2 9:4,17,18 10:3</p> <p>effects 4:5</p> <p>eight 6:6 7:2</p> <p>electronic 17:4</p> <p>em 15:8</p> <p>employees 10:19 17:4</p> <p>employee's 17:7</p> <p>enjoy 16:1</p> <p>enjoying 14:17</p> <p>equal 10:9</p> <p>equipment 17:5</p> <p>equivalent 6:5</p> <p>ESPN 2:3</p> <p>executive 13:13</p> <p>expand 7:13</p> <p>expanded 7:4</p> <p>expansion 2:13</p> <p>expect 4:19</p> <p>explain 10:2</p> <p>exposure 4:2,25 8:13</p> <p>EXTEND/EXPA... 7:12</p> <p>extra 3:13 6:25 7:12 9:11</p> <p style="text-align: center;">F</p> <p>fall 13:22</p> <p>fans 5:17,21</p> <p>far 9:19</p>	<p>federal 11:6,8</p> <p>fell 5:21</p> <p>felt 11:22</p> <p>fight 12:25 13:1</p> <p>file 10:15</p> <p>fine 14:17</p> <p>first 3:2</p> <p>five 5:23</p> <p>foot 15:1</p> <p>football 2:2,5 5:17 11:19 14:25</p> <p>forefront 13:24</p> <p>former 4:16 7:2 13:10,15,21 14:1 14:5</p> <p>four 3:25 6:3,5,7,7</p> <p>freedom 15:13</p> <p>front 3:20</p> <p>full 3:14 4:4</p> <p>fund 13:18</p> <p style="text-align: center;">G</p> <p>game 2:13 3:15 5:17,20 7:12 9:3 9:12 13:11 15:12</p> <p>games 2:17,18,23 3:13,14,25 4:10 4:10,14,14 6:4,6 6:11,21 8:15,20 8:24 9:2,5,6,7,9 9:14 12:17</p> <p>getting 7:10 15:20</p> <p>give 7:7 10:14,21</p> <p>gives 15:12</p> <p>go 2:24 7:17 12:23 15:10,13,14</p> <p>goal 11:12 13:1</p> <p>goes 8:12</p> <p>going 2:7 3:10,23 5:12 8:10 12:19 14:5,15,17</p> <p>gonna 5:1 6:21,22 6:23,24 8:20 9:1 13:1</p> <p>Good 16:17</p> <p>gotta 6:3 12:14</p> <p>government 11:6</p> <p>Greg 4:8,13 5:9</p>
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November 11, 2010

Texans latest team to approve decertification
John McClain
Houston Chronicle

Nov. 11--The Texans became the latest team to vote unanimously to give the NFL Players Association permission to decertify as a union if there is a lockout by the owners in March.

In a Wednesday meeting at Reliant Stadium with DeMaurice Smith, executive director of the NFLPA, the players gave their approval for decertification.

"I think it's a good decision and a good strategy on our part as a union," said middle linebacker DeMeco Ryans, who is the team's union representative. "We need to stick together as a union, everybody believing in what we have and what we're going to do.

"The situation here is that we are faced with a lockout where we want to play but will not be allowed to play."

The nation's antitrust laws prevent unions that are negotiating for a new collective bargaining agreement from suing their employers. The NFLPA is currently negotiating with the owners for a new CBA.

When the union decertifies, it allows the players to sue the owners.

The last time the union decertified was 1989. When the two sides finally reached an agreement on a new CBA in 1993, the players unionized again.

Also Wednesday, the players voted offensive tackle Eric Winston and quarterback Matt Schaub as the alternate representatives.

john.mcclain@chron.com

---- INDEX REFERENCES ---

COMPANY: CONSTRUCTIONS BREVETEEES D'ALFORTVILLE CBA SAS; CANADIAN BAR ASSOCIATION (THE); CREDIT BANK OF ALBANIA SH A; CENTRAL BANK OF ARMENIA; BRASILEIRA DE ALUMINIO; NFL PLAYERS ASSOCIATION

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NFL Labor Dispute

Critical TV 3.0 - Derrick Mason

Page 2

1 [MUSIC]
 2 WOMAN: Coming up on NFL Live, the
 3 deadline moves. A major presence from both owners
 4 and players as negotiations continue. We'll get
 5 you up to speed on the latest.
 6 Who's in the worst kind of limbo? How
 7 about teams without a quarterback? And the
 8 quarterbacks without a [UNINTEL]. Adam Schefter
 9 weighs in on that.
 10 And we want to hear from you as well.
 11 The top wide receiver in this year's class gets
 12 top billing in twitter time. It's all coming on
 13 NFL Live right now.
 14 [MUSIC]
 15 SUZY KOLBER: Owners out in force. All
 16 10 members of the owners labor committee, along
 17 with Commissioner Roger Goodell in Washington for
 18 mediated negotiations Wednesday. They spent four
 19 hours with the players union before a separate
 20 gathering of all 32 owners.
 21 And why does it feel like we're
 22 entering into a world of the unknown?
 23 MAN: Hmm.
 24 SUZY KOLBER: Welcome into NFL Live.
 25 It's good to have the perspective of two

Page 4

1 side what have the majority of players been doing
 2 to prepare? Not the megastars in the locker room,
 3 the other 80 percent of the guys?
 4 DERRICK MASON: Well I think they're
 5 just going about business as usual as of right
 6 now because essentially what it is is no one's
 7 getting paid right now anyway. We're in off
 8 season so guys are, you know, um, just going,
 9 they're going through their workouts.
 10 But I think guys start to pe-, prepare
 11 during the season. Um, I know they've met with
 12 their agents, their financial people so they
 13 knew, everyone knew this was gonna happen. So
 14 guys were able to save money up. Um, veteran guys
 15 who played seven, eight, nine years, they've
 16 already had their, their, their [NESTS?] put up.
 17 But for the younger guys they were able
 18 to save it. And I think that was a good thing.
 19 SUZY KOLBER: So you believe the young
 20 guys really get it, that they have saved, that
 21 they're ready for this?
 22 DERRICK MASON: Um, you know, I, I
 23 think, um, you know, our building did a great job
 24 in keeping the guys abreast on what was going on.
 25 Um, myself, Chris Carr, Matt Birk, um, Foxworth,

Page 3

1 different eras of playing the NFL with Mark May,
 2 Marcellus Wiley. I'm Suzy Kolber. We'll hear from
 3 the guys in just a moment. That's not a slam.
 4 MAN: Oh yeah it was.
 5 SUZY KOLBER: It's a compliment.
 6 MAN: Sorry, old man, it's okay.
 7 SUZY KOLBER: [OVERLAPPING] No really.
 8 Really let's get you up to date on the latest.
 9 MAN: [OVERLAPPING] You paved the way.
 10 SUZY KOLBER: The headline today remains
 11 a perceived victory for the players last night
 12 when US District Judge David Doty of Minnesota
 13 ruled that the league violated the CBA in
 14 negotiating a special provision in a television
 15 contract that would ensure the owners would be
 16 paid four billion even if there was no season.
 17 The NFL PA sees this as restoring
 18 balance to the bargaining table by removing the
 19 NFL's war chest so to speak to survive the
 20 lockout. The NFL downplays the decision.
 21 Veteran wider receiver Derrick Mason is
 22 the Raven's player rep and joins us now. Derrick
 23 if it's true that the league was effectively
 24 stockpiling money, with that \$4 billion provision
 25 in the deal to prepare for a lockout, on the flip

Page 5

1 we all did a good job at explaining to the guys
 2 what potentially can happen. And I think they,
 3 they all heeded what we were saying.
 4 And, you know, whenever we would have
 5 meetings, everyone with their chin up so I, I'm
 6 pretty sure the guys took what was gonna happen
 7 very seriously.
 8 SUZY KOLBER: In an age of social media
 9 where every player can have a voice if he
 10 chooses, what have players been told about
 11 remaining unified?
 12 DERRICK MASON: Uh, we must. Um, there's
 13 no ifs, ands or buts about it. It's, um,
 14 essentially - and you hate to say this -
 15 essentially, you know, us against them. Uh, we
 16 gotta hold, we gotta stand firm with, with what
 17 we believe, we gotta stand firm behind DeMaurice
 18 and, and what he believes.
 19 Um, and, and he's only working for us.
 20 So, you know, we're gonna stand firm in this.
 21 And, and, and then... and, you know, a good outcome
 22 is gonna happen. Everyone's gonna be satisfied I
 23 believe.
 24 SUZY KOLBER: Well if the union
 25 decertifies before the CBA expires Thursday

1 night, then all players are, are then individual
2 employees. What changes for each of you? How do
3 you proceed from there?

4 DERRICK MASON: Um, I think you just go
5 on with business as usual, even though now we're,
6 uh, individually, uh, own, um, entity. Um, you
7 know, still we, we stand behind DeMaurice and we
8 stand behind the, the, the players and, and the
9 NFL.

10 So, um, are we a union? Um, per se, no.
11 But we're still going to act as if, as if we are
12 one. We're gonna still talk amongst each other
13 and we're gonna still try to, um, as a whole get
14 a deal done.

15 SUZY KOLBER: Derrick we wish you the
16 best of luck. Stay in touch.

17 DERRICK MASON: Uh, no pro-... Uh, one
18 thing I do want to mention to the guys out there.
19 There's a form being sent out, uh, for your
20 insurance. I know a g-, a lot of guys are
21 traveling and they might not be at home. But if
22 you have someone that can check your mailbox or
23 your P.O. box, there's a form that is being sent
24 out for your insurance.

25 Because if we do go into a lockout, you

1 know, your insur-, your insurance gets canceled.
2 But what you need to do is fill out this form,
3 the COBRA insurance form, fill it out, send it
4 back in ASAP so when you do go to the doctor or
5 you family or your kids go to the doctor you
6 won't be coming out of pocket. It'll still be as
7 if, you know, the league was play-, paying for
8 it.

9 So I really do en-, encourage and urge
10 guys to really check your mailbox 'cause I
11 received mine last week and I sent it back out.
12 And a lot of other people, I know they're on
13 trips and stuff, they need to really check their
14 mailbox or their P.O. box.

15 SUZY KOLBER: There you go. It's smart.
16 Derrick glad we could help out with your
17 communication too there.

18 MAN: There you go.

19 DERRICK MASON: Uh, no problem. Thanks,
20 appreciate it.

21 SUZY KOLBER: Now is the...

22
23
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[END MEDIA]

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13 NFL Labor Dispute

14 Vonnie Holiday 3-11-11 ESPNSportscenter

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1 VONNIE HOLIDAY: I, I did get
 2 a chance to look in on some of that and, you
 3 know, the bottom line is this, you know. Two
 4 years, two years ago the owners decided, um, to
 5 basically go in, uh, the direction to lock us
 6 out. And, uh, you know, that was evident by the,
 7 the \$4 billion TV network contract that they, uh,
 8 had with, with the, with the networks. And with
 9 all, you know, Judge [DOTY?] ruled in our favor
 10 on that, you know, because it, it was not in the
 11 best interests of the players.

12 So they've been preparing f-, for this
 13 lockout for the last two years. So, uh, you know,
 14 it doesn't get any bigger than that in terms of...
 15 We, we, we had no problems with the CBA. We had
 16 no problems with where, where we were, you know.

17 We'd worked so hard as players, uh, you
 18 know, Gene, Gene Upshaw, all these people to, to
 19 be where we are today. And it's unfortunate that
 20 today we had to decertify the union and, uh, on
 21 the verge of a lockout by the owners.

22 INTERVIEWER: Vonnie, what do you want?

23 VONNIE HOLIDAY: We want a fair CBA.
 24 That's it, you know. We... The owners are saying
 25 that they're losing money and they want 18

1 Jeff Pash just said. Again Jeff Pash, we just
 2 heard from him, an NFL league negotiator, saying
 3 they offered to have no change from the schedule,
 4 the current 16 game schedule for the next two
 5 years and then reduction in practice time,
 6 contact drills, that sort of thing. Where does
 7 that sit with you and your fellow players?

8 VONNIE HOLIDAY: You know what, there,
 9 there was some talk in the meeting about, well I
 10 guess we, we would call that low hanging fruit. I
 11 mean we talked about, uh, the re-, reducing the,
 12 the, the work week and then how much we'd,
 13 contact we'd have throughout the week. You know,
 14 some of those things, yes, we did discuss that
 15 stuff but we didn't come up with any agreement.

16 We talked about the importance of
 17 reaching back and helping out, uh, retired
 18 players. We, we, we discussed all of that. But at
 19 the end of the day, uh, the NFL, the, the owners
 20 wanted money. They wanted to, to change the, the
 21 breakdown, the percentages.

22 And they would not give us the audited
 23 financial statements. And that's really big for
 24 us because, like I said, we're not opposed to
 25 giving money back but we need to know for

1 percent, 18 percent back. We're saying, okay if
 2 you are losing money than in fact show us that.
 3 And we are not opposed to restructuring. But they
 4 refused to do that. They did not give us...

5 You know, if, if that was the case all
 6 this... I heard some of the stuff that, that Jeff
 7 said and I don't remember any of that being
 8 discussed, um, you know, at, at the board, by,
 9 by, by our executive committee, by our executive
 10 director. Uh, you know, we, we...

11 Here's where we stand. You know, guys
 12 worked for the last... Not only the 14 days or the
 13 last five days, uh, but for the last two years
 14 our guys have been working, trying to get a deal
 15 done because we want to play. We want to go to
 16 work. You know, this was our last ditch effort.
 17 We had to decertify so that we can assure that we
 18 can have a season next year.

19 Because the only way we can sue, uh,
 20 the NFL now, uh, is to de-, to decertify and
 21 become individual proprietors. And that's where
 22 we are now. You know, our apologies to the fans
 23 but we've, we've exhaust, exhausted all our
 24 options. And this was, this was it for it.

25 INTERVIEWER: Vonnie you take on what

1 certain, you know, why are we giving money back?
 2 Is there evidence that this needs to happen?

3 We have a system in place that works.
 4 Show us why it does not work. And they refused to
 5 do that.

6 INTERVIEWER: Vonnie Holiday, again 13
 7 years in the NFL, defensive lineman, player rep
 8 for the Washington Redskins. Vonnie thanks for
 9 joining us on Sports Center.

10 VONNIE HOLIDAY: Always a pleasure.

11 [END MEDIA]

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13 NFL Labor Dispute

14 Jeff Saturday SIRIUS 3-12-11

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1 HOWARD: Jeff, uh, we know
2 each other [A LITTLE BIT?]. Uh, and, and you're a
3 stand-up guy, you're, uh, uh, and I've told you
4 this to your face, you, your next career is going
5 to be in broadcasting, um, there's a skepticism
6 here. Uh, and there's, there's opinions on, you
7 know, who's right, who's wrong, who do we
8 believe?

9 Give me your overview of, of... from your
10 perspective how these negotiations got to this
11 point.

12 JEFF SATURDAY: Well I mean I, I think,
13 uh, you know, just in, in the last two - you
14 know, I'm gonna take out the, the two years
15 before the last 15 or, or 16 days - um, you know,
16 obviously there was a, there was, uh, all kinds
17 of conversations prior to where we got to.

18 But, uh, the last 15 or 16 days, you
19 know, they were intense. We, we, we, uh, you
20 know, we had a lot of subcommittee meetings, we
21 had big meetings, um, we were working towards a
22 lot of points throughout the CBA. We actually
23 made a lot of traction in areas.

24 Um, and, and that was kind of the
25 mediator's point. You know, he wanted us to, to

1 only us but our fans if we continued playing
2 ball, uh, while we negotiated.

3 And so that, that, that's what led to
4 the decertification.

5 HOWARD: Now Jeff let me follow that up
6 with, with the following. Jeffrey Pash of the NFL
7 came out yesterday and made a variety of
8 statements about how the NFL has given in this
9 area, this area, this area. And then Mr. Quinn
10 from your side basically said he was lying. What
11 was he lying about?

12 JEFF SATURDAY: Well, you know, I think
13 at the end of the day the devil's in the details
14 - right? That's one thing that I've learned a lot
15 in this CBA negotiation is that, uh, every time I
16 come outside and I hear the way that, that people
17 are, are spinning it, it, it always amazes me.

18 T-, the reality is, is there were...
19 When, when Pash was talking about some of the
20 things that he was talking about were given, um,
21 they weren't given like he's, he's presenting it.
22 I think that's what Quinn said.

23 I'll be honest with you Howard, I was
24 on a plane coming back home, um, so I didn't see
25 all their statements. I got a bunch of texts and,

1 see if we could get agreements on the smaller
2 parts of the CBA and then kind of work into the
3 more complicated issues. And so, uh, that's what
4 we did.

5 And, and as we continued to work the
6 process, uh, things were getting, you know,
7 tentatively agreed upon. Not, not fully but, you
8 know, kind of within the scope of the entire CBA.
9 And, um, you know, those last couple of weeks
10 they, they got m-, more, um, more and more
11 intense I guess you would, you would describe is
12 as un-, until yesterday.

13 It was just realization - look
14 nothing's gonna happen. I mean we're still a long
15 ways apart here. And from the players'
16 perspective to keep extending or keep pushing out
17 without some significant, um, moves from either
18 side didn't, didn't make a lot of sense.

19 You know, the one thing that we agreed
20 on as players is that we could continue to play
21 football while we negotiate. There, there was no
22 reason that, um, we wanted to be locked out and,
23 and not have any kind of, uh, football while
24 we're trying to negotiate. It would be, it, it
25 was much better, it would be much better for not

1 and emails but, um, at the end of the day, you
2 know, he, he has to, he has to put up a, a front
3 of some sort to protect the shield and protect
4 the NFL. And so that's what his job is and that's
5 what he's gonna do.

6 Hopefully everybody can see through... If
7 everything was that easy we would have had a CBA
8 done. You know, so I-, let's not ever get, uh,
9 get so simplified that we think everything that
10 he said, we, we take as, as the Holy Grail.
11 'Cause that, that would be, uh, that, that
12 wouldn't be the right thing to do.

13 HOWARD: Jeff I want to ask you about,
14 uh, a quote from John Mara, the co-owner of the
15 New York football Giants. After, uh, the meetings
16 broke up, uh, he, he expressed disappointment and
17 he said, quote, I've been here for the better
18 part of two weeks and essentially the union's
19 position on the core economic issues has not
20 changed one iota. One thing that is quite
21 painfully apparent to me during this period was
22 their objective was to go the litigation route,
23 close quote.

24 What is your reaction to Mr. Mara's,
25 uh, statement right there?

1 JEFF SATURDAY: Well I, I share his, uh,
 2 sentiments of being, uh, disappointed in the
 3 process. And, and, uh, I think if, if, if, uh, if
 4 we all looked at it, you know, from 30,000 feet
 5 it was a disappointing day for everybody. Uh, but
 6 I would not agree.

7 I, I can assure you I didn't leave my
 8 children and my wife for the better part of three
 9 weeks, the same way he did, not to get a deal
 10 done. And, and the same is true for them. Their
 11 core economic issues no matter what they, um, you
 12 know, how they're trying to say, they didn't move
 13 much either. And we did move some, they did move
 14 some, we all came off some points.

15 Um, you know, his, his statement that
 16 we weren't trying to do it, we were trying to go
 17 to litigation, uh, I never believe it's better to
 18 put any argument in the hands of attorneys rather
 19 than, uh, the men that it effects. And, and I
 20 would not have taken that decision lightly. Um,
 21 you know, we can agree to disagree. And, and I
 22 respect the way he's run his organization.
 23 Hopefully he can look at me as a man and respect
 24 my ideas.

25 I, I would never put something in, in

1 attorneys' hands that I thought we could get
 2 settled. We, we disagree completely about the
 3 money. I mean the economic issue of him setting
 4 you back four years and never get... never allowing
 5 players the chance to true up or get an equal
 6 system after that, um, we would, we would have
 7 in, in essence given back almost \$2 billion over
 8 four years. Or, or that may be, that may be a
 9 little much, maybe a \$1.5 billion.

10 That's a, that's a ton of money to give
 11 back when you're got zero justification to do it.
 12 And if I had to go back in my locker room and
 13 tell men they're gonna lose their jobs because if
 14 you put a cap back down on them that they
 15 couldn't continue to keep working, how could I
 16 got back and sell that to, to the membership that
 17 I was trying to, uh, represent?

18 So, you know, with, with all due
 19 respect to Mr. Mara, um, we just disagreed and
 20 that's why we're in the situation we are now.

21 HOWARD: Now let me ask you this Jeff,
 22 fact or fiction? Uh, one report indicated that
 23 second billion dollars the owners initially
 24 requested, that number now is at \$325 million. Is
 25 that fact or fiction?

1 JEFF SATURDAY: No, uh, no. H-, here is
 2 the deal. The, the, the, the numbers that
 3 everybody is putting out, um, you know, you, you
 4 can't go with all these numbers because
 5 everybody's position on what the number is is
 6 just a starting number. And so anything you're
 7 just getting a starting number it may look like
 8 \$320 million in year one but that number could
 9 \$700 million in year three.

10 So, it, it's, you know, everybody
 11 talking about this one number. The reality is
 12 that one number just starts the process. And you
 13 had all kinds of equalization. You know, what if
 14 they made money over their projections and they
 15 were the ones who set the projections? They would
 16 have made 100 percent of the revenue above those
 17 projections.

18 How, you know, so what if you project
 19 low and then is it fair they 100 percent above
 20 that number? I mean how, how can you negotiate in
 21 that box? And so you can't negotiate off of one
 22 number when you're dealing with the economic
 23 principles that we were trying to do.

24 And, and that's where the argument
 25 always goes back to. It's the devil's in the

1 details. And you, you have to know, um, in
 2 essence the entire, uh, cap and the entire deal
 3 to really be able to, to sit down and discuss
 4 true numbers.

5 HOWARD: What about an issue just as
 6 important as money is the health and wellbeing of
 7 the players, current players and former plays?
 8 And there seems to be a disagreement of this one
 9 also. I, I had quoted the NFL before, uh, Jeffrey
 10 Pash said they were going to reduce the off-
 11 season programs by five weeks, the OTAs by 14 to
 12 10 days and reduce contact in practice si-
 13 significantly. And then De Smith came back and
 14 said the NFL refused to meet the players on
 15 significant changes in in-season, off-season or
 16 pre-season health and safety rules.

17 Uh, I don't understand how there could
 18 be a gray area on this one. Uh, the NFL is saying
 19 what the reductions are gonna be and the union is
 20 saying, uh, they refused to meet the players on
 21 significant changes in, in, uh, health and safety
 22 issues.

23 JEFF SATURDAY: Well, uh, again, I think
 24 that goes back to the same point that I talked
 25 about before is those were, those, all those

1 things that Jeffrey Pash listed out were requests
 2 by the players. And not all of it was agreed
 3 upon. That, that was the accepted language. You
 4 know, it's like that was our proposal to go back.
 5 And I can be very frank, I, I requested
 6 limiting and having no more two a days, you know,
 7 that you could only get one time a day. That
 8 other, the other practice would have to be a walk
 9 through. I went through a number of different
 10 principles throughout that entire process and I
 11 was involved in, in almost every subcommittee
 12 meeting that ever met in dealing with that.
 13 And it was still all being negotiated.
 14 To say that that was agreed upon is, is not the
 15 chase. Because had it been agreed upon that would
 16 have a major, a major issue.
 17 But to say we're working on it does
 18 mean it's agreed upon. And, and that, that was
 19 the issue. Every time you went back in a
 20 subcommittee meeting it was a tweak here or a
 21 move here or not, not really an agreement on this
 22 issue. Uh, we can revisit this.
 23 I do agree that we were working and
 24 making great progress in that area. Um, but, but
 25 nothing was firmly agreed upon. And to say that

1 We decertified so that we could fight
 2 them from locking us out and go back to work.
 3 And, and we feel like, look, we can still
 4 negotiate this anytime you want. I, I can assure
 5 you my schedule I will make clear to get this
 6 done.
 7 Um, but not to allow us on the field,
 8 not to allow us to work out, not to allow us to
 9 meet as, as teammates and then expect us to come
 10 out and put a decent product on the field for
 11 fans in, in, uh, in September is... Th-,there's no
 12 way that's possible.
 13 And so we decertified to stop that, not
 14 allow that to happen and be able to get back on
 15 the field.
 16 HOWARD: Yeah, appreciate your honesty
 17 Jeff throughout all of this but that's the kind
 18 of guy I know you are. Uh, and again, I have no
 19 axe to grind either way. I'm going to ask you one
 20 final question. Am I gonna see you on the field
 21 in 2011? Are we gonna have our normal
 22 conversations pregame?
 23 JEFF SATURDAY: [LAUGHS] I tell you what
 24 Howard, you, you know - and I hope you will
 25 always know - that's where I want to be. And, uh,

1 that was is, is not, is not the case.
 2 HOWARD: Jeff, uh, you said something
 3 before when you said it shouldn't be in the hands
 4 of the legal people, it should be in the hands of
 5 the principals involved. But isn't that what
 6 we've come to now?
 7 JEFF SATURDAY: Yeah. I mean that,
 8 that's what I'm saying. That was the most
 9 disappointing part to me is that, um... And, and
 10 part of this, uh, Howard is the way that the
 11 original CBA was set up. That, you, you know, if
 12 the, if the CBA expired yesterday then, um, the
 13 NFL could lock you out. And as, as, as the union
 14 you could not have decertified for six months.
 15 And, and really you couldn't do anything to get
 16 back on the field until, um - and you couldn't
 17 even file for six months.
 18 Well if you just do a date that puts
 19 you all the way into the season. And so from the
 20 players' perspective if we're gonna negotiate
 21 this out and be locked out with a CBA expiration,
 22 then it would be much better to be, uh,
 23 negotiating while we're still playing football.
 24 So that was the, that was the reason that we
 25 decertified.

1 if, if there's any power that I have, no matter
 2 what I gotta do, uh, that's what I'm trying to
 3 do.
 4 And, and I hope all the fans realize
 5 from, from our standpoint, we really felt backed
 6 into a corner where we didn't have any, any other
 7 way to go. And, uh, we're gonna keep playing
 8 football under whatever, um, the NFL imposes on
 9 us this next year, whatever system. And, and, uh,
 10 we'll continue to negotiate and, and it'll all
 11 get worked out.
 12 The ones we don't want... I don't think
 13 the NFL nor the players, uh, nobody wants the
 14 fans effected. And so, uh, we're gonna do our
 15 very best to get this nonsense, uh, settled up
 16 before it gets to real football time.
 17 HOWARD: Jeff thanks very much. Always
 18 good talking to you.
 19 JEFF SATURDAY: You guys too. Thanks a
 20 lot.
 21 MAN: Thanks Jeff.
 22 HOWARD: Jeff Saturday, center of the
 23 Indianapolis Colts. More importantly a key figure
 24 in these negotiations. We'll take your phone
 25 calls when we come back. Short break, SIRIUS NFL

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 2 ANNOUNCER: This is SIRIUS NFL Radio,
 3 124. SIRIUS XM. [MUSIC] The latest buzz-worthy
 4 moments from SIRIUS XM.
 5 WOMAN: [NAME?] performs songs from her
 6 new album at SIRIUS XM Studios.
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 8 [END MEDIA]
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 **[PRINT]** ESPN.com: NFL

[\[Print without images\]](#)



Friday, March 18, 2011

Mike Vrabel: Nix NFL brass from talks

ESPN.com news services

MARCO ISLAND, Fla. -- Chiefs veteran linebacker [Mike Vrabel](#) has an idea for progressing talks between the NFL Players Association and the owners who have locked them out: cut out the middle men.

Vrabel, speaking to ESPN's George Smith in a roundtable interview during a break at the former union's annual meeting Friday, suggested meetings that didn't include commissioner Roger Goodell and the NFL's lead labor attorneys would be to everyone's advantage.

"We are willing to negotiate. But we don't want to negotiate with Bob Batterman, Jeff Pash or Roger Goodell," Vrabel said, referring to the NFL's outside labor counsel in Batterman and its executive vice president and lead counsel in Pash. "Our executive committee needs to negotiate with Jerry Jones, Bob Kraft, Jerry Richardson -- their executive committee. People that are willing and can agree to a deal. Jeff Pash can't agree to a deal."

“

The NFL's negotiating team -- accompanied by the three owners Mike mentioned, Jerry Jones, Jerry Richardson and Robert Kraft -- is prepared to meet immediately. Just tell us when and where.

” -- *NFL spokesman Greg Aiello*

NFL spokesman Greg Aiello said the league accepts Vrabel's invitation to negotiate but didn't rule out the top executives' participation.

"The NFL's negotiating team -- accompanied by the three owners Mike mentioned, Jerry Jones, Jerry Richardson and Robert Kraft -- is prepared to meet immediately. Just tell us when and where," Aiello said of the Cowboys' owner, the Panthers' owner and the Patriots' owner.

A week after the union decertified and a lockout began shortly thereafter, Vrabel was among several players who continued to ratchet up the rhetoric publicly, targeting the owners group's motives and means in the NFL's labor stalemate.

Pete Kendall, the NFLPA's permanent player representative, told reporters labor negotiations broke down last week because the owners' last proposal would have made salaries a fixed cost and eliminated the players' chance to share in higher-than-projected revenue growth.

"That's a fundamental change as to the way the business has been done with the players -- player percentage always has been tied to revenues," said Kendall, a former 13-year offensive lineman who retired after the 2008 season.

Colts center and player representative [Jeff Saturday](#), speaking to ESPN's Smith along with Vrabel,

Connolly Declaration Exhibit I-1

Saints quarterback [Drew Brees](#), Broncos safety and player rep [Brian Dawkins](#), and Ravens player representative Domonique Foxworth, bashed a letter Goodell sent to all NFL players Thursday in which he detailed the owners' version of events that led to last Friday's lockout.

"It's his attempt to, you know, to divide us as a group of men," Saturday said. "You know, anytime you send something out like that after we've been in negotiations for two-years plus, you know, 15-day extension -- all the things we've been through -- you know it's just one of those tactics different people use during the negotiations."

Mediation cut off last Friday, and the union dissolved itself, allowing players to file suit in federal court. Hours later, when the old collective bargaining agreement expired, owners locked out the players.

"The reality is we've been communicating to our men throughout this whole process about what the offers really are, what the numbers really are, things that we have tried to agree upon that have not been agreed upon and as a group of men we knew it wasn't a deal that our membership would accept," Saturday said.

Kendall described the league's 11th-hour offer as "kind of the old switcheroo," saying that throughout negotiations the players' chance to share in increased revenues had been a key component of how to divide the NFL's yearly take of more than \$9 billion.

Goodell letter



NFL commissioner Roger Goodell sent a letter to 1,900 NFL players on Thursday. Read it here. [Letter](#)

Kendall said the discussions until talks stopped last Friday -- the 16th day of federal mediation -- always revolved around the premise that if the rise in league revenues exceeded a certain percentage each year, players would get a cut.

"The most important thing is getting back to playing football again," Brees said. "And that's why we're enjoining a lockout. Like all these guys have said, we, our intention was never to get locked out, we wanted to get a fair deal done. We always had guys there to do that."

Brees addressed the perceived Catch-22 surrounding rookie prospects' decision over whether to attend next month's draft, set for April 28-30.

"Each rookie has -- if they've been invited to New York -- they absolutely have the option of going to New York," Brees said in the interview with ESPN. "I think to our point it was -- how do you feel about walking across the stage and shaking the hand of the commissioner who just locked you out? And as great an experience as it is to get drafted, which it absolutely is, I think the even greater experience is to play your first game, and to have to opportunity to win a championship and right now that's being threatened with this lockout."

While the addition of an immediate 18-game schedule was tabled in the negotiations early last week, the possibility for instituting it in future seasons -- with the players' approval -- was retained.

"Eighteen games does nothing for our health and safety," said Foxworth, the former defensive back and Ravens player rep who retired in 2009. "We're not looking to make any financial gains, we're looking to protect former players and make protections and safety improvements for current players."

But the players told ESPN's Smith wasn't a deal-breaker.

"No. We'll negotiate on the economics of football," Vrabel said. "We're not negotiating on health and safety. And as far as we're concerned 18 games lies right in the way of our players health and safety."

An April 6 hearing date is set for U.S. District Court in Minnesota for a ruling on the players' request for an injunction that would end the lockout.

But a settlement between the owners and players before the hearing is unlikely, an NFLPA source told ESPN NFL Insider Adam Schefter earlier this week. The source said a ruling on the players' injunction request was expected within a week of the hearing.

"We're confident that this injunction is gonna be granted," Foxworth said. "And I think the message to the fans is -- all the fans should just unite and root for this at this point. You don't have a team to root for at this point, you wanna root for your team when the season comes, you need to be outside the courthouse with your face painted cheering for the judge to grant this injunction. Because I think simply put if we are granted this injunction there will be football. "

Information from The Associated Press was used in this report.



NFL PLAYERS
ASSOCIATION



NEILDA

GUIDE TO THE LOCKOUT

"All they did was take game checks away from guys that were real NFL players that had families and situations in their life that they had to take care of. I wasn't happy about it. And I know over time you tend to forget about it, but you always remember what they did and who they were."

Neil DeGrasse Tyson, The Daily Show
Neil DeGrasse Tyson, The Daily Show

PREAMBLE TO THE NFLPA CONSTITUTION

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.**



NFL PLAYERS
ASSOCIATION

LETTER FROM THE EXECUTIVE DIRECTOR

"Players must understand that when the doors are locked – and they will be – they have to draw the circle around their family and teammates and become protectors and providers, given the business of football."

DeMaurice Smith, Executive Director, NFLPA



Dear Men,

In March of 2009, I told you that the Owners were preparing to lock you out in March 2011. This is the final year of the Collective Bargaining Agreement and the NFL Owners continue to prepare to lock out you and your families on March 4, 2011 upon the CBA's expiration. The Owners have refused to say or prove whether they are losing money or are experiencing shrinking asset values (i.e., the NFL club). According to *Forbes* magazine, the average team is worth approximately \$1 Billion and team profits average around \$30 Million per year. Further, team values have grown by 500% over the last 15 years – Player salaries have not. The NFL has drawn the line in the sand for us to fight for a fair deal, and that is what we must prepare to do. They tried to prevent you from fighting through their Supreme Court case. They lost. They stuffed more than \$300 Million into their pockets by non payment of benefits in the uncapped year. They refuse to open their books while they demand a raise of \$1 Billion per year and tell you to play 18 games. Finally, while patting themselves on the back for being more safety conscious, they will stop paying for your health insurance in March.

You MUST be financially and emotionally prepared to combat the lockout. In order to survive a lockout, you must protect yourself and your family by saving your money and understanding the structure of the NFLPA and the negotiation. A lockout beginning on March 4, 2011 could last one day, one month, 12 months or longer. The Owners will leverage any weakness that exists in the Players – our job is to ensure that none will exist. Historically, they broke the players' strikes through intimidation and using cowards who crossed the picket lines and scabs who would play for a buck. They believe history will repeat itself. You will write that history.

This guide is intended to help you through what promises to be an uncertain period and to help manage financial, situational and emotional issues that may arise. It provides information and advice that we have discussed in team meetings for more than a year. I recommend that you read the information very carefully and

discuss it with your family, teammates and advisors. Your preparation is not only important for your livelihood but for all past, current and future Players of the National Football League. The necessary unity can only be maintained if the Players stay strong while their solidarity is being tested. You can rest assured that the entire NFLPA staff, including outside counsel and advisors, is working tirelessly to secure a deal in your best interest. If you have questions or require additional support, do not hesitate to contact any of us at (800) 372-2000. We are your organization and we are here to serve the membership.

ONE TEAM.



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For any and all questions related to the Lockout, contact the Player Advocates:

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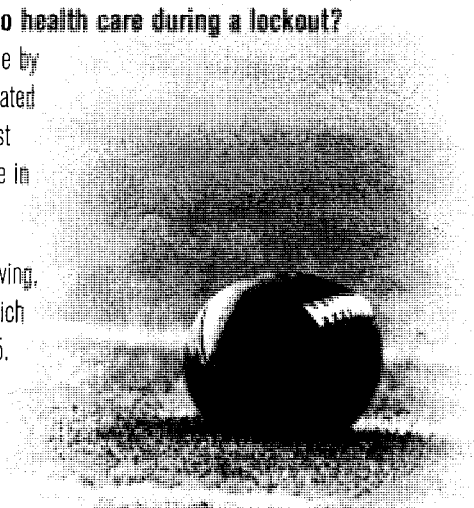
FREQUENTLY ASKED QUESTIONS

F.A.Q.

"When they say it is not about the money. . . . It's about the money. When the owners say the system isn't working, that means they want something back. That something is players' money. Players deserve a fair share of the revenue. Fans pay to see players play. Players are the reason fans buy jerseys, hot dogs and stadiums are built. . . . Players even help pay for the stadiums they play in."

*Gene Upshaw, former NFL Player, Hall of Famer
and NFLPA Executive Director for 25 years*

1. **When does the current Collective Bargaining Agreement end?** The current CBA will expire March 3, 2011. The earliest the NFL will lock out is March 4, 2011.
2. **What is a lockout?** A lockout is when the employer chooses to shut down business and doesn't allow employees to come to work until they agree to changes in working conditions that the employer wants them to accept. During a lockout the NFL and owners will not allow players to come to practice, visit game facilities or participate in any playing or other employment activities.
3. **Will I be paid in a lockout?** You will not be paid unless your contract is guaranteed in the event of a lockout. However, we believe that salary deferred from prior years will be paid to you. If the League takes a different position, you can sue.
4. **Will my family (dependents) and I have access to health care during a lockout?** Federal law requires that you be allowed to continue coverage by paying for it yourself, also known as COBRA. The NFL has stated it will not pay for your insurance during the lockout. You must be properly notified by the NFL before any changes are made in your insurance coverage.
5. **How long will a lockout last?** There is no way of knowing, so you should plan and prepare for a full-season lockout, which was the case for National Hockey League players in 2004-05. NFL lead negotiator Bob Batterman locked out NHL players for a full season. The NBA lockout in 1998 lasted 200 days. Remember the owners are forcing this action.



6. **Can I play in another league during the lockout?** During a lockout players will be allowed to play elsewhere, but there is no guarantee that the NFL clubs won't try to stop you.
7. **Will I have access to team facilities during a lockout?** You will not be allowed to work out at team facilities. However the NFLPA has negotiated discounted prices at training facilities from premier trainers. You will be able to take advantage of the discounts if you wish.
8. **What impact will a lockout have on my endorsements and marketing?** Your individual endorsements are not impacted by a lockout. However, the Sponsorship Agreement between the NFL and NFLPA terminates March 3, 2011. The players' for-profit subsidiary, NFL PLAYERS, Inc., has continued to plan for the lockout and has negotiated several contingent contracts.
9. **How will I get information during a lockout?** Your Player Advocates' contact information is provided in the front of this book. We are utilizing mass text and email services as means of contact as well. You must ensure that we have your correct contact information.
10. **What is the status of my contract during a lockout?** The Clubs may not engage in any negotiations with any player during a lockout. The NFLPA's position is that the restrictions on contracts will no longer be valid.



FINANCIAL



"They're shutting down the game so they can get a better CBA. . . The players will run out of money and the owners will be paid. In that scenario I can't imagine a way where the owners won't come out ahead in this one."

*Former NFL wide receiver and current NBC analyst
Cris Collinsworth failed to mention that his
employer, NBC, was funding the lockout of NFL
players through the TV Network contracts.*

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(BE PREPARED)

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CASH AND CREDIT MANAGEMENT

The only economic certainty we have is there will always be economic uncertainty.

With a lockout on the horizon, this is your opportunity to take control of your life and influence your future. As we have stressed during the last year, you should have enough cash saved to cover 12 months of expenses. If necessary, work with a professional to sort out your alternatives and implement a plan to accomplish your short- and long-term goals. Do not wait for the worst to happen before you start cutting back and saving!

Don't make any hasty financial decisions during this time. Do not consult or work with unproven or questionable advisors.

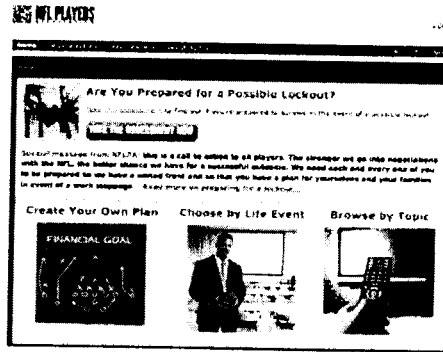
Follow the action steps below and use the resources to get your personal finances ready.

BE CERTAIN ABOUT YOUR FINANCES AND DON'T GET CAUGHT EMPTY HANDED.

The NFL Players Association has partnered with Financial Finesse – the leading provider of unbiased financial education – to provide you with unbiased financial information, tools and guidance to navigate any financial crisis and become financially secure.

The **Financial Learning Center**, which is a resource provided through our partnership with Financial Finesse, is designed to replicate the experience of being one-on-one with a financial planner by providing you with a personalized assessment of your financial situation, your key priorities, and step-by-step guidance on how to achieve your financial goals. However, you must be responsible for your financial security.

Get more information at www.financialfinesse.com/llc/nflpa.



MORTGAGE

“Locked Out? Make sure you keep the keys to your home.”

A home mortgage is a significant monthly expense which will continue during a lockout. However, you may be able to temporarily reduce your mortgage payments by taking the following steps:



ACTION LIST

- Contact lenders now and explain your situation. Attempt to negotiate reduced monthly payments for a specified period or discuss refinancing your mortgage at a lower interest rate.

Lenders have entire departments dedicated to renegotiating terms. The earlier you begin the process, the more cooperative lenders may be. **Lenders will be less inclined to work with you during a lockout because you will not have confirmed income during that time, so act now.**

Work directly with your lender or a qualified mortgage broker. Beware of any third-party company offering to renegotiate for you. It is an unnecessary service and may be a scam. Instead, speak with your financial advisor or contact the NFLPA for more information or assistance.

6 | Material included is for informational purposes only and is not intended to substitute for obtaining professional advice.

FINANCIAL

- Consider refinancing to a fixed rate.

If you have an upcoming balloon payment or mortgage which is resetting to a higher rate, consider refinancing. With interest rates at all-time lows, fixed-rate mortgages afford you the stability of a guaranteed interest rate and monthly payments for the life of your loan. Contact your bank or your financial advisor about refinancing.

- **Union Plus Mortgage Assistance Program helps players in the event of a lockout.**

As an NFLPA member, you have access to the Union Plus Mortgage Program, the **only mortgage program in the country that includes hardship assistance**. The Mortgage Assistance Program (MAP) is a one-of-a-kind benefit that offers a six-month interest-free loan to cover mortgage payments in the event of involuntary unemployment such as a **lockout, strike, disability or disaster**.



Eligibility

All NFLPA members in good standing and their spouses may use this program. Parents and children of NFLPA members also are eligible.

Member Access

For information on buying or refinancing a home with the Union Plus Mortgage program, you must contact **Jack Thompson at (800) 228-5817** and tell him you are an NFLPA member.

If I become unemployed, how does the program benefit me?

- **If you become involuntarily unemployed, disabled or are involved in a work stoppage – the MAP can help you make your mortgage payments.**
- Eligibility begins 1 year after obtaining your mortgage.
- Apply for an interest-free payment assistance loan to cover up to 6 months of your mortgage payments.
- The program will also make your mortgage payments for up to 6 months if you are involved in a work stoppage for 30 days or more. You are eligible for an Unemployment and Disability Loan Benefit or a Strike Grant if you or your eligible cosigner are out of work due to a union-approved strike, lockout, involuntary unemployment, or disability and if your income or the eligible signer's or cosigner's income is reduced by at least 50% of the monthly mortgage payment.
- **Total payments covered by Mortgage Assistance loan benefits may not exceed \$15,000.**

FINANCIAL

- **Total payments covered by Mortgage Assistance strike grants may not exceed \$15,000.**
- If the lockout lasts longer than 7 months, an interest-free payment assistance loan can be activated to cover up to 5 additional mortgage payments.
- Up to \$1,000 of the first payment assistance loan does not have to be repaid.
- You must start repaying the balance of the loan beginning four months after your benefit period ends.

What happens if I am in the Mortgage Program prior to renunciation or a lockout?

If the Union Plus mortgage was closed before the renunciation, once you meet the required 1-year loan history requirement, you are eligible to apply for the benefits, since your participant status in the Plan was established while you were union affiliated with the AFL-CIO. At the time of application for MAP benefits, proof of union membership was required. Whether the union was affiliated at the time of application will not be a factor.

- **Unemployment mortgage insurance policies pay all or part of a mortgage payment if you involuntarily lose your job.**

Policies vary on how many mortgage payments are covered over a certain period. However, many policies will make six months' worth of payments during a 12-month period. Policies begin paying after a specified period of unemployment, usually 30 days. Generally, the policies don't pay benefits if the borrower becomes unemployed within six months of getting the policy.

- **Finding renters for your unoccupied homes can generate extra income.**

Money received through rental may fully cover or at least offset your mortgage on your unoccupied home. This is also a way to generate income if the home is paid for. Either way, you'll have more money to withstand a lockout.

- **In the market for a new home? Consider renting instead.**

Don't purchase a new home until you have worked out a realistic plan for dealing with the reduced income due to the impending lockout. Although this is a buyer's market you are facing tough economic times. Renting affords the crucial advantages of freedom and flexibility and eases your concerns of having to sell a home due to unemployment. In addition, home repair and maintenance are passed on to the landlord or rental leasing company. This frees your money, time and energy. Save your money now and make the big purchase later.



FINANCIAL

If you still have your heart set on purchasing a home, consult with your financial advisor prior to making any long-term decisions to determine if you can truly afford a new house at this time. Consider a foreclosure or a short sale to get the best value.

RENT

Avoid signing a long-term lease on any rental property until you have a firm understanding of your financial situation after a lockout.

ACTION LIST

- Do not renew the lease on rental property that is not your primary residence.

You will not receive your salary during a lockout. So don't waste money on a home that you rarely use. If you feel compelled to maintain rental property, consider a month-to-month lease that allows you to vacate the property on your terms.

REPAIRS AND GENERAL MAINTENANCE

"Assume you will spend between 3 and 5 percent of your home's total value on repairs each year."

Suze Orman

Leaky toilets, broken appliances, and electrical problems are inevitable and can be costly if you're not prepared. Budget enough money to keep your home in proper condition, but hold off on major projects like remodeling the kitchen until after the lockout.

ACTION LIST

- Take care of essential repairs now.

If an item in your home is showing signs of future failure, act now. Do not put off these repairs, as it will be a major blow to your budget when the checks stop coming in.

- Purchase a homeowners warranty.

A home warranty is a renewable service contract that covers the repair or replacement of many of the most frequently occurring breakdowns of home system components and appliances. A home warranty cannot prevent systems or appliances from breaking down, but it can help make covered repairs or replacements easier and less costly.

FINANCIAL

- Shop for the best price. But don't sacrifice quality.

You must maintain your home to protect your investment. It is unwise to sacrifice quality for price. If a deal seems too good to be true, more than likely it is. Make sure you continue to work with licensed and qualified contractors and avoid being taken advantage of by fraudsters.

CARS AND OTHER MOTORIZED TOYS

If you're considering a new car purchase, hold off until after the lockout. A car may be the next largest purchase you make aside from your home. Spending this amount of money on an item that loses between 20-35 percent of its value the second you drive it off the lot is unwise.

ACTION LIST

- Reduce your expenses and minimize costs. In preparation for a lockout:
 - ✓ Delay purchasing or leasing a new car until after the lockout.
 - ✓ Do not renew current leases.
- Renegotiate current loans or pay them off early.

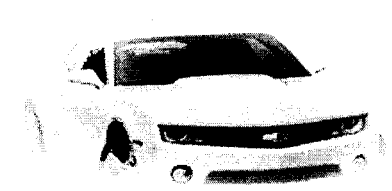


With a looming lockout you must limit your expenses. This may be an ideal time to trade in your car (for a less expensive one) or terminate your lease, especially if you have multiple car notes. Talk to your bank or lender to ensure this will not affect your credit or even worse, cost you a significant amount of money. **Nonetheless, downsize now and use the extra money during the lean times.**

- Consider selling a car you have not driven in the past six months.

Put money from the sale of an unused car in a liquid savings account for future use.

- If you are making car payments for friends, now is the time to stop.



Explain to your friends that you are preparing for a major change in your financial circumstances and that you can no longer extend these privileges. Friends who are financially dependent upon you must begin to make some critical adjustments to their lifestyles as well.

FINANCIAL

INSURANCE (HOME AND CAR)

This is an unavoidable expense. Don't sacrifice full protection because of the expense. You can ensure that your prized possessions are totally protected at a reasonable cost to you.

ACTION LIST

- Discuss lowering your payments with your insurance agent/provider.



Contact other agencies to compare prices. You may be able to lower your insurance premiums by utilizing another provider.

- Talk to your insurance provider about making advance payments.

This will allow you to absorb the cost of insurance now while you are still receiving a paycheck.

- Reduce the number of cars you own in an effort to reduce your insurance bill.

If you are paying a high premium for car insurance, this can be extremely expensive, especially if you have multiple cars.

- How do Union Plus' services benefit me during a lockout?

During a lockout it is important that you are prudent with your money; however this may be a great opportunity to take advantage of discounts. As a union member you are automatically eligible for the Union Plus benefits. Superior programs and services promote better lifestyles for working families - including scholarships, travel discounts, auto insurance, financial services, legal services, everyday savings, hardship assistance and much more.

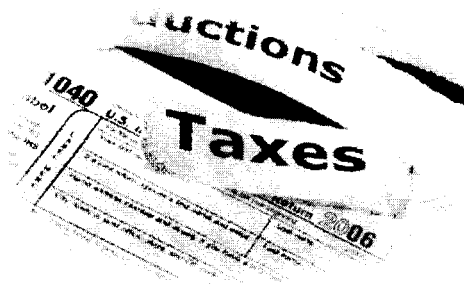
****The Union Plus discount benefits will NOT be available in the event of NFLPA renunciation.**

TAXES

"Only two things in life are guaranteed: death and taxes."

Benjamin Franklin

Paying taxes is not an option; it is the law. Failure to do so can result in a criminal conviction. Pay your taxes even in the event of a lockout to avoid getting locked up!



RED ZONE ACTION

- Pay your taxes on time.

Talk to your financial advisor now about tax planning and ways to minimize your tax burden.

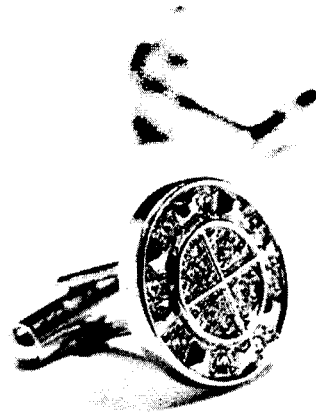
CLOTHING AND JEWELRY

Shopping for clothing and jewelry can become an expensive hobby. Unfortunately, these items have very little resale value.

ACTION LIST

- Purchase what you need, not what you want.

Clothing and jewelry often have very little resale value. Now is the time to focus on saving money and having liquid assets should you need to get your hands on some cash quickly. This is an easy area to reduce your expenses. Commit to saving the money you would normally spend on clothes and jewelry to increase your lockout fund.



We understand that clothes and jewelry make great presents. Hold off on any extravagant purchases.

- Collect Dollars, Not Dust.

This is an area where you can generate income. Take some time to go through your closet and identify those items you haven't worn in over a year. A high-end consignment shop would love to showcase and sell your fashionable items, and you can make money off those items that have been collecting dust.

- Nix the personal shopping assistant, stylist and recurring clothing purchases.

These are luxuries you can live without until more stable times emerge.

UTILITIES

You can't avoid them, but you can reduce them.

ACTION LIST

- If you use it, reduce it. If you don't use it, lose it.

FINANCIAL

You can save a significant amount of money by cutting back on small things. Turn the heat down, use a power source for your electronics or use the warm or cold settings on the clothes washer to save the most energy over the hot water setting. Not only are these great cost cutting measures; but they are eco-friendly measures as well.

Turn off all the utilities at any home you rarely use. You can always turn them back on after the lockout ends.



ALIMONY AND CHILD SUPPORT

Divorce is an emotionally twisting and expensive experience. The courts may not be able to help you work out your personal differences, but they can be very helpful during times of changed circumstances. You may be able to reduce these costs, but every state differs on the process.

ACTION LIST

- Consider asking the court for a payment modification.

If you are locked out, this is considered an involuntary loss of employment and income. Your changed financial circumstances may allow you to reduce your alimony or child support payments in the interim. Modification processes vary from state to state, so review your state's application for modification before spending thousands of dollars on an attorney.

- Continue to make payments.

Even if your income stops, do not completely stop making payments. If you cannot afford the full child support or alimony, politely explain your situation to the other side and hopefully you can come to an understanding to make partial payments.

Document any agreement that is made. A written agreement is always preferred, but if it's via text save it.

- Take advantage of tax deductions.

Child support payments are not deductible, but alimony is. Contact your tax accountant to ensure that you are receiving credit for your alimony payments on your tax returns. Also check for missed deductions in earlier years.

EXTENDED FAMILY AND FRIENDS

Preparing for a lockout requires a major change in lifestyle for you, your family and even some friends. Manage their expectations and explain to them what a lockout means for you and for them.

ACTION LIST

- Reduce the amount of money you provide to family/friends.

Explain to your family and friends that your ability to withstand a lockout is an investment in your future. It is important that everyone understand and support you as you prepare for a significant loss of income and the challenges it may present. Remind your family and friends that you will need their emotional support during these challenging times.

- Manage Expectations.

Enduring a lockout means a significant lifestyle change. Many friends may not understand your new reality and expect you to “live large.” Explain to them that there will be plenty of time in the future to celebrate your success; but now is a time for focusing on yourself and your immediate family.

- Just say no.

That two-letter word can be so difficult to state. So, if you have trouble saying no, then say “Not now.” Stay focused on your plans and don’t let outside requests wreck your budget.

- Layoff unnecessary jobs for your friends.

During a lockout, you will have plenty of time to do some of your own work. Do not pay your friends to perform work that you can easily do.

FINANCIAL ADVISOR, INVESTMENT ADVISOR, LAWYER, ACCOUNTANT

This all-star team of financial advisors can be a great resource in developing a complete downsizing strategy involving assets, investments, career and overall financial lifestyle planning. However, now that you are preparing for a lockout, you need to be mindful of the fees that your advisors charge.

ACTION LIST

- Make sure you know how much you are being charged and what services are being provided.

If you do not understand the terms of the agreement, then it’s unwise to do business with the financial advisor. Advisor fees can add up quickly. It’s much cheaper to do the easy stuff. Pay your own bills, then pay a

FINANCIAL

financial professional to advise you on the more complicated items.

If you feel your advisor's service is too expensive, negotiate with your advisor to reduce the fees. If he/she really wants to maintain your business, he/she may be willing to do so at least for the duration of the lockout.

- Obtain a clear explanation of your options.

As a client you are entitled to open, honest and effective communication from your advisor. Make sure you have a clear understanding of your advisor's philosophies and plans. Since you're paying for the advice, don't hesitate to ask as many questions as necessary to make you feel comfortable. You are in charge!

EAT, DRINK AND BE MERRY

A lockout can mean stressful times. Reducing expenses doesn't mean you must stop living. A few minor tweaks can mean the difference between blowing the budget and maintaining solidarity.

ACTION LIST

- Hit the grocery store instead of the restaurant.



This is a great time to highlight or develop your culinary skills. Try new recipes, since cooking from scratch is less expensive. Good meals keep you healthy and food is one place where you can save a lot of money without lowering your standard of living.

- Leave the club with your wallet and budget intact.

Let your friends know that you intend to have a good time, but they will be responsible for their own food and drinks. Don't allow yourself to be taken advantage of by people who want you to pay for their fun. Your true friends will understand your circumstances and not expect this from you. To all others, just say no.

- Party with a purpose and network your way into your future career.

Strategically use your time off to establish contact with successful individuals or potential business partners. Invite them out for a drink, lunch or even a round of golf. You can enjoy yourself while receiving invaluable information that can help you transition into your second career.

BUSINESS VENTURES

Investing cash in a business venture before or during a lockout may not be a wise idea. Use this time instead to

FINANCIAL

thoroughly research business opportunities you are interested in. If you are already invested in a business, become more involved, if appropriate. This is the perfect opportunity for you to measure just how effective your investment is.

ACTION LIST

- Be smart about parting with your money.

Often times, people who want you to invest make great presentations but the underlying venture has no substance. Take some time after you are presented with an opportunity to research the industry, the market and potential profit margins.

- Use your resources.

Talk to your financial advisors about the best use of your cash. Talk to your wife about the best use of your joint assets. Finally, talk to the NFLPA – the Former Players Department may know of a player in the same or a similar industry with whom they can put you in touch.

CREDIT MANAGEMENT

Pay off debt but don't close the accounts. Your ability to obtain a line of credit is compromised while locked out. If you close your credit lines, you will not be able to get a new loan should you need one.

ACTION LIST

- Slash your high-interest debt.

Pay down credit cards while you have money coming in. Also, make sure you have the lowest interest rates possible. This will make it easier for you to pay your debts off.

During a lockout, only pay the minimum amount due. Ordinarily, this is not a good practice, but it allows you to maximize your cash flow while maintaining a decent payment history and credit score.

- Refrain from using credit cards.

Be extra cautious with credit. Credit cards are an easy, convenient way to spend money. However, the use of them keeps you in denial about your true financial situation. Remember, the more debt you accumulate, the higher your bills will be. Refrain from using the cards except in an emergency.

- Get a line of credit while you're still employed.

Consider opening a home-equity line of credit just in case. However, do not spend the money. Think about this

FINANCIAL

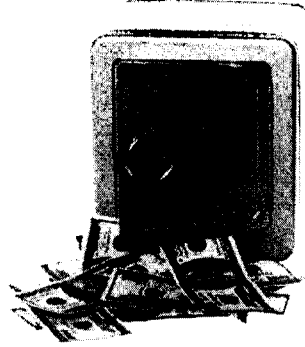
instead as a resource in an extreme emergency. Just remember that failing to pay an equity line could mean you lose your home.

- **Actively manage your credit by using Identity Guard.**

All dues-paying players are entitled to one-year of complimentary access to Identity Guard – a credit management and identity theft detection tool. Identity Guard provides you with unlimited access to your credit reports and scores from the three major credit bureaus and public records. Identity Guard provides ongoing credit monitoring and periodic alerts that keep you aware of suspicious activities involving your credit and bank accounts. Enroll in Identity Guard at www.identityguard.com/nflplayers.



DUES LOCKOUT F.A.Q.



What is the Dues Lockout Fund?

- The dues amounts being withheld through dues check-off for 2009 and 2010 have been increased to \$15,000 and the money has been placed into the Dues Lockout Fund. It will be paid to players as directed by the Board of Player Reps in the event of a NFL-driven lockout.
- The Equal-Share Licensing Royalty Payments for 2009, 2010 and 2011 are being withheld as additional dues and are also being placed in the Dues Lockout Fund. These amounts will also be paid to players as directed by the Board of Player Reps in the event of a lockout.

Q. What can the Lockout Fund be used for by the NFL Player?

A. The saved Dues and Equal-Share Royalty Payments constitute a savings plan for that player to be used in any way the player decides when payments are received by the player. **The NFL has not promised to cover any health care costs for players or their families in the event of a lockout**, and the money saved pursuant to this savings plan can be used to cover costs (i.e., health care, mortgage, loan, costs of living) as the player decides. It will protect the player from being financially compelled to agree to NFL demands to decrease overall player salaries in the future

Q. What will be my dues for 2009, 2010 and 2011?

A. NFLPA dues for 2009 and 2010 were increased from \$10,000 (the original dues amount) to \$15,000 per season, plus an additional amount equal to the Equal-Share Licensing Royalty Payments to be paid to a player for that season (approximately \$10,000 per payment in previous years and \$9,400 for the 2010 season), but only for those players who are eligible to receive Royalty Payments. In total, the amount being withheld is approximately \$25,000 for 2009 and \$24,400 for 2010 if a player was eligible to receive an Equal-Share Royalty Payment in each of those years. In 2011, dues will include an Equal-Share Royalty Payment for those eligible to receive a Royalty Payment.

Q. What if I was not eligible to receive an Equal-Share Royalty Payment in 2009 or 2010?

FINANCIAL

A. Then your dues were only \$15,000 for that season.

Q. When will the money be paid to the players out of the Dues Lockout Fund?

A. If there is a lockout in the 2011 league year, the funds maintained in the Dues Lockout Fund will be paid to players as the Board of Player Reps deems appropriate during the lockout.

Q. How much can I expect to be paid out of the Dues Lockout Fund?

A. A player will be paid up to the amount of money that he contributed to the Dues Lockout Fund. If you have not paid dues into the Fund, you will not receive any payments.

Q. If there is no lockout or the lockout ends before all the money in the Dues Lockout Fund has been paid out to players, will I still get any money out of the Fund?

A. If there is no lockout or the lockout ends before all the money is paid out to players, then the Board will pay what remains in the Fund which is in excess of the original dues amount of \$10,000 per NFL player, per season for 2009 and 2010 in proportion to the amount of money they contributed. The remaining original dues money in the Dues Lockout Fund will be deposited into the NFLPA's existing fund for dues money.

For example, if a player paid \$30,000 in dues (\$15,000 for 2009 and 2010) and had \$29,400 withheld and contributed as additional dues from the Equal-Share Royalty Payments (approximately \$10,000 in 2008 and 2009 and \$9,400 in the 2010 season), he would have \$59,400 attributable to him in the Dues Lockout Fund.

Q. Is there a tool or program available for me or my family to assess my financial habits?

A. Yes, as a significant step in preparation for a lockout, the Board of Player Reps voted to create a partnership with the leading provider of unbiased financial education programs, **Financial Finesse**, to provide a resource tailored to the NFL player. Financial Finesse is available for all family members and can be accessed at <https://secure.financialfinesse.com/fic/nflpa>.

For questions related to budgeting or expenses, contact:

Dana Hammonds

Director of Player Services and Development

Email: Dana.Hammonds@nflplayers.com

Office: (202) 756-9137

Cell: (202) 550-0343

For questions by or related to your spouse, contact:

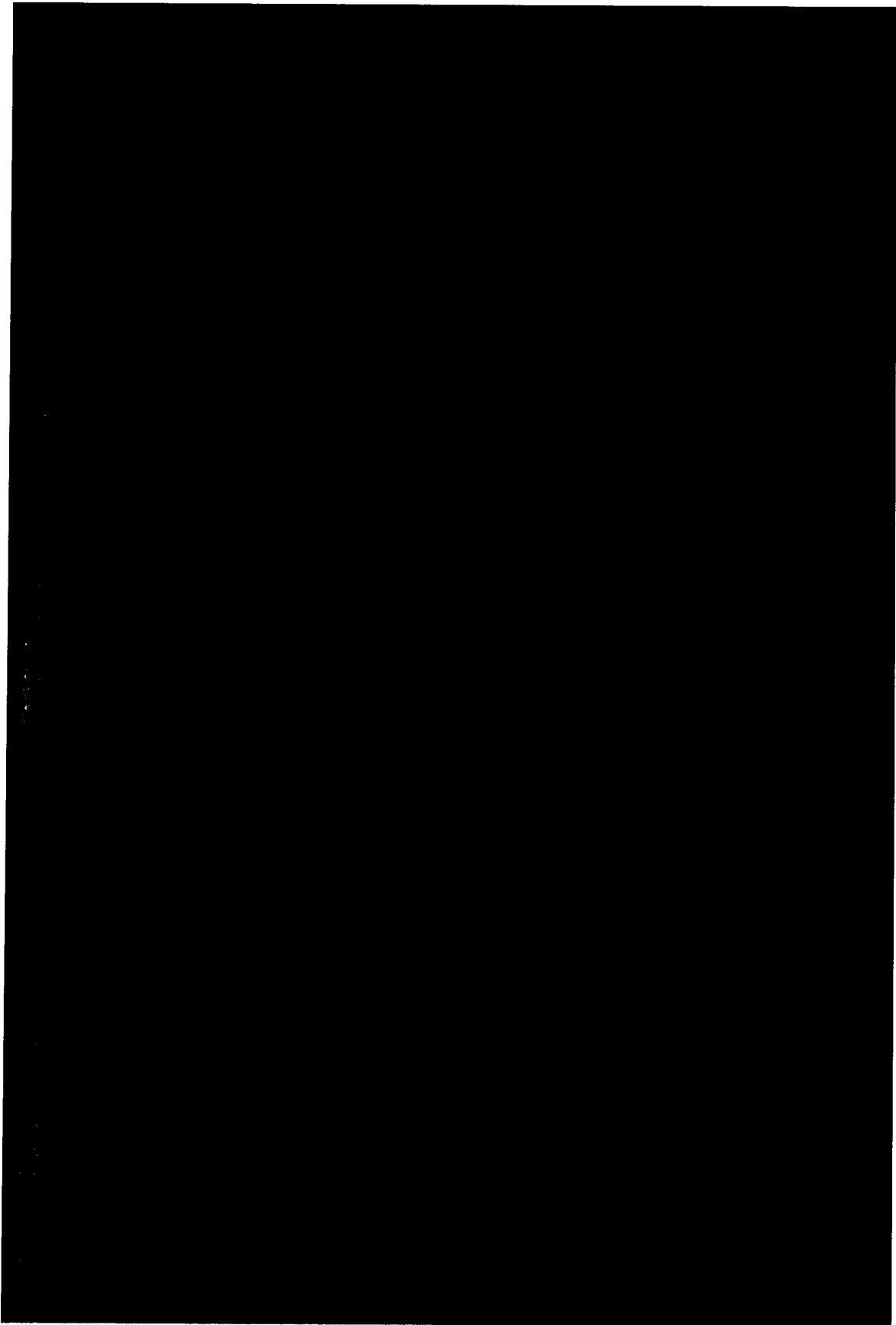
Teri Patterson

Deputy Managing Director and Special Counsel

Email: Teri.Patterson@nflplayers.com

Office: (202) 756-9106

Cell: (202) 297-2575



MEDIA

MEDIA



"To 'divulge' means to leak out. The military has no constant form, just as water has no constant shape - adapt as you face the enemy, without letting them know beforehand what you are going to do. Therefore, assessment of the enemy is in the mind, observation of the situation is in the eyes."

The Art of War, SUN TEU

MEDIA

MEDIA





MEDIA

(SPEAK WITH ONE VOICE)

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We are in one of the most critical periods in the history of professional football.

As a player, you are the public face of this sport. Your presence in the media plays a vital role in the NFLPA's overall strategy and efforts in negotiating a fair settlement. Therefore, it is crucial for you to review the Lockout Guide – specifically the media talking points.

As a player, the media wants information from you on how a lockout would impact the game and your personal life. Furthermore, interviews are watched by your fans, meaning every message you deliver can impact the public's position on the negotiating process. The NFLPA has taken great care in assembling these comments to make sure you are educated on the issues and can address them comfortably with reporters.

This will be the first lockout faced by the NFLPA in its 55-year history. This battle cannot be won at the negotiating table or in the court of public opinion if there even appears to be division within the membership. Through consistency and solidarity, you, the players of the NFL, can serve as experts, and you are encouraged

MEDIA

to use the platform provided to you by your position as an athlete in the world's greatest sport. However, in this modern world of media and social networking, know that the nature of comments you make on Facebook, Twitter and text are taken seriously by the public. One negative comment by a player can be detrimental to the negotiation progress and confuse the public and media on the position of our players.

Review this guide, talk frequently with your player rep and do not hesitate to contact the NFLPA communications team for the most up-to-date information.

We will speak with one accord, one voice and stand as **ONE TEAM**.

MESSAGING POINTS

Players love the game of football and we want to play for our teammates, fans and communities. We want to play and we hope the owners let us play.

- The owners, not the players, opted out of this agreement. The players are not asking for anything more.
- The NFLPA offered to extend the current agreement to avoid a lockout on 5 occasions.
- We understand the meaning of NFL games to our fans and our communities.

NFL football has its risks and players take on all of the physical risks.

- The average career is 3.6 years.
- Most players leave the game because of injury, not by choice.
- More than ever before, we are in the process of understanding the long-term impact of playing football on the body.

Why the Owners Locked Out the Players.

1. **Greed:** The average NFL team is worth 500% more now than it was 15 years ago. Simply put, if they sold their teams now, they would make \$500 for every dollar they had in the business 15 years ago.
2. **Greed:** They refused to tell us what they make when they asked for \$1 Billion of your money.
3. **Greed:** It is what they decided to do in 2008 when they opted out.

For questions related to media, contact:

George Atallah

Assistant Executive Director of External Affairs

Email: George.Atallah@nflplayers.com

Office: (202) 756-9109 | Cell: (202) 262-2369



BENEFITS



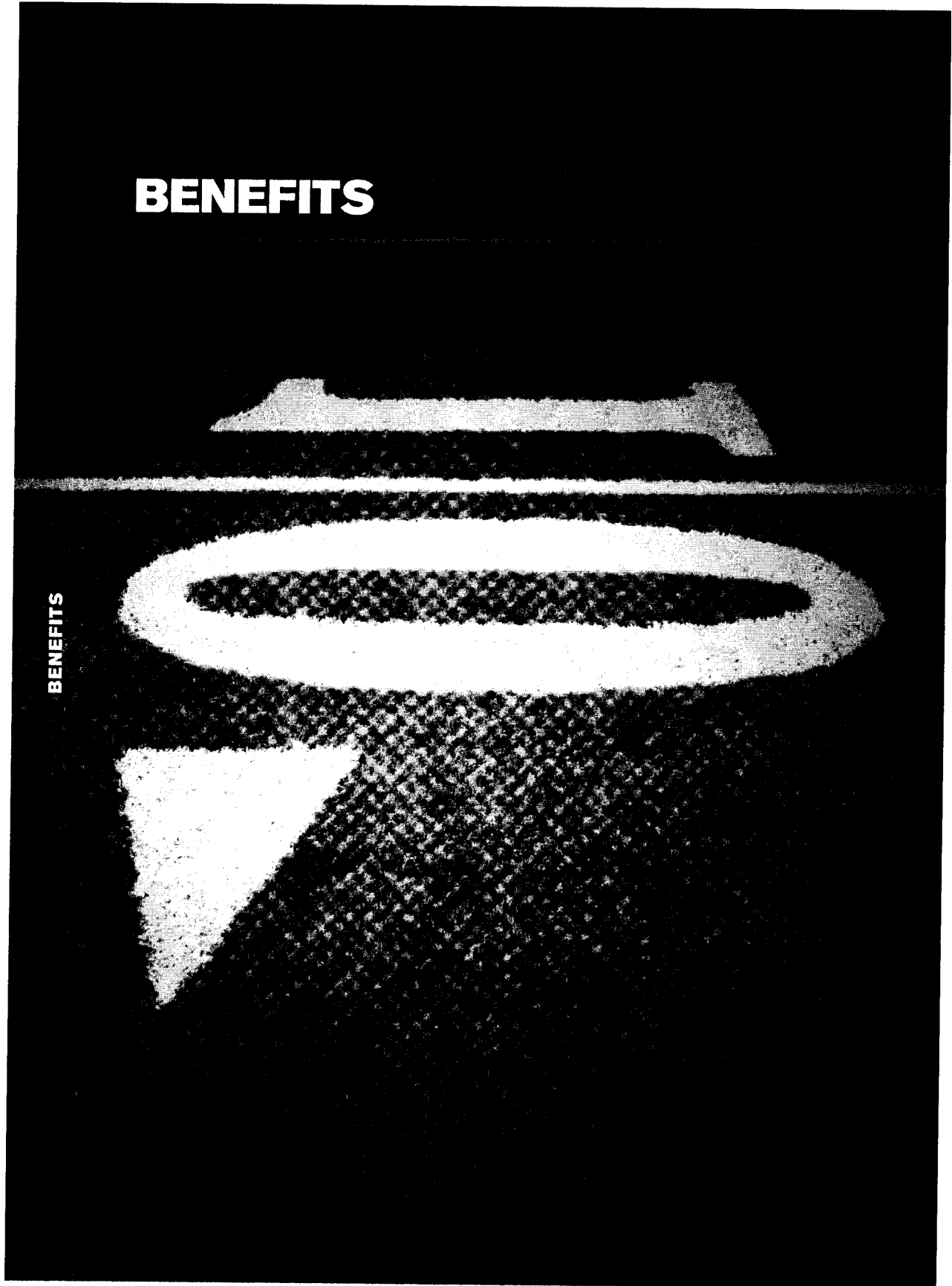
BENEFITS

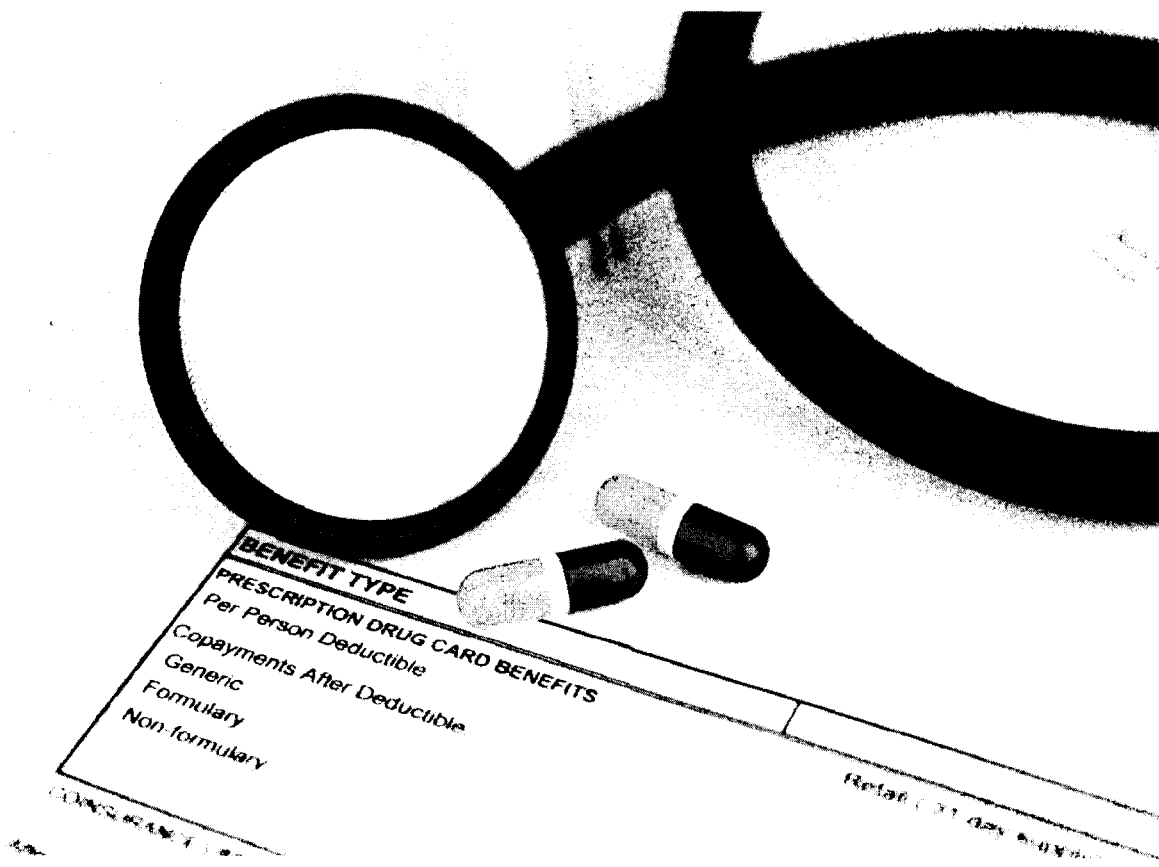
"Players really need to pay attention to benefits they'll get after they leave the game . . ."

*Jeff Van Note, Past President,
Former player, 1969-1986, 5 time Pro Bowler*

BENEFITS

BENEFITS





BENEFITS

(YOUR COVERAGE)

We expect that the current health care plan will be suspended on March 4, 2011 therefore it is imperative that you consider insurance coverage options for the subsequent months. COBRA (Consolidated Omnibus Budget Reconciliation Act) is a continuation of health care that employees (players) can elect to pay to remain insured after their employer (NFL) suspends the group insurance. The Gene Upshaw Health Reimbursement Account is designed to reimburse you for your payment of eligible expenses on your behalf or on behalf of your wife and dependents.

Medical Insurance

If the NFL elects to stop paying and providing for your health insurance during the lockout, under federal law (COBRA), you will be given an opportunity to continue your coverage at your own cost. Immediately upon receipt, complete the COBRA paperwork that will be sent to you once the lockout begins. Make the appropriate payments and your CIGNA health Insurance will continue without interruption.

The cost today for a player to continue his NFL Player health insurance under COBRA is:

BENEFITS

MEDICAL PER MONTH	DENTAL PER MONTH
Single: \$509	Single: \$35
1 Child Only: \$407	1 Child Only: \$28
2 Children: \$814	2 Children: \$56
3 or More Children: \$1,221	3 or More Children: \$83
2 Adults (Player & Spouse): \$1,018	2 Adults (Player & Spouse): \$69
1 Adult & 1 Child: \$916	1 Adult & 1 Child: \$63
1 Adult & 2 Children: \$1,323	1 Adult & 2 Children: \$90
1 Adult & 3 or more Children: \$1,730	1 Adult & 3 or more children: \$118
2 Adults & 1 Child: \$1,425	2 Adults & 1 Child: \$97
2 Adults & 2 Children: \$1,832	2 Adults & 2 Children: \$125
2 Adults & 3 or more Children: \$2,239	2 Adults & 3 or more Children: \$153

Gene Upshaw Health Reimbursement Account

Players eligible for the Gene Upshaw Health Reimbursement Account will be able to use the funds in their accounts for COBRA premiums and other eligible health care expenses.

For questions related to benefits, contact:

Miki Yaras-Davis

Senior Director of Benefits

Email: Miki.Yaras-Davis@nflplayers.com

Office: (202) 756-9151

Bethany Marshall

Assistant Director of Benefits

Email: Bethany.Marshall@nflplayers.com

Office: (202) 756-9154

Chris Smith

Assistant Director of Benefits

Email: Chris.Smith@nflplayers.com

Office: (202) 756-9152

Adora Williams

Benefits Manager

Email: Adora.Williams@nflplayers.com

Office: (202) 756-9153



PLAYER SERVICES



PLAYER SERVICES

"I think the owners need to look in the mirror. They need to make the right judgment themselves and stop trying to force us players to be the ones to make adjustments. They've got to look in the mirror and decide what they want to do with the sport, and we as employees will show up and do what we've got to do. It's about making sure we have the best deal going forward. That's my stance and that's not going to change. I'm not going to waver. It's about taking care of the generation that's coming after us. That's what the guys before us tried to do, and that's what I'm going to try to do. I'm not going to waver from that. I'm going to fight for our players."

*Kobe Bryant, Los Angeles Lakers in response
to NBA labor situation*

PLAYER SERVICES



PLAYER SERVICES



PLAYER SERVICES

(YOUR RESOURCES)

.....

Football is more than just a game.

We are here to equip you with the information and resources you need to meet the demands ahead. We must work together to advance the game of football and maximize your football career. Your talent and hard work have given you an opportunity as well as many responsibilities. Your ability to succeed on and off the field will improve if you are prepared.

AGENTS

In the event that the NFL decides to lock out our players on March 4, 2011, at the very start of the 2011 league year, the NFL will likely instruct the clubs not to conduct any player contract negotiations with players or their agents. If your player contract is set to expire at the end of the 2010 league year, that means you will not be able to negotiate with any NFL club. Restricted and Unrestricted Free Agents will not be allowed to sign with

PLAYER SERVICES

their own club or any new club. If you are still under contract for the 2011 league year, you will likely not be allowed access to team facilities for the purpose of participating in off-season workouts. If you are injured and need further rehab, you will have to make other arrangements for medical care as you may be prevented from receiving treatment at the club facility as well.

The one part of the CBA which does not expire as of March 3, 2011, is the 2011 NFL Draft. Therefore, the NFL will likely hold a Draft and has tentatively set the dates for April 28th through 30th. However, it is likely that no rookie players will be permitted to visit team facilities prior to or after the Draft and no rookies (drafted or undrafted) will be allowed to sign an NFL Player Contract during the period that the players remain locked out.

For questions related to agents, contact:

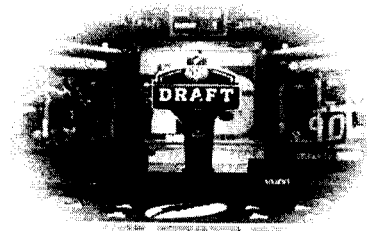
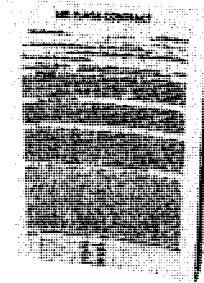
Mark Levin

Director of Salary Cap and Agent Administration

Email: Mark.Levin@nflplayers.com

Office: (202) 756-9177

Cell: (202) 549-8419



PLAYER SERVICES

CAREER/TRANSITION

Make good use of this time to expand your skill set, explore other careers, and make plans for the future. Investing in your development off-the-field will be valuable to you regardless of when the lockout ends. Don't be idle and waste this opportunity to do the things that are difficult to do during the football season.

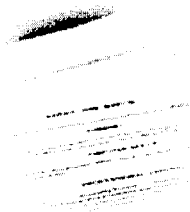
NFLPA PLAYER DEVELOPMENT RECOMMENDS THE FOLLOWING:

- Shadow or Intern

Identify an industry that you may be interested in and want to learn more about. Set up an internship or shadow an executive to get experience and determine whether you will pursue that field once you retire. The NFLPA has also formed several strategic alliances to continue to support the development of current and former players.

- Continue your education

Definitely set up classes to complete your undergraduate degree. Studies show that players who earn their degrees play longer and transition better than those who do not finish school. Now is the time to enroll in an online course or return to your original institution to make progress toward graduation. The academic advisors in your college athletic department will be able to help you get the process started. Note that tuition reimbursement is not being offered at this time.



- Develop a resume

It is important that you effectively present your skills, experience, knowledge, and background in a manner that will interest potential employers. Take the time to create a strong resume, as it will often precede you in a selection process. Strive to make a positive, lasting first impression and remember that your resume represents you.

- Common concern

"Football has been my focus and I don't have much to include on my resume."

This is a common misconception. As professional football players, you may not have the traditional experience of mainstream America, but you do have tangible skills and abilities, which you can highlight on your

PLAYER SERVICES

resume. Also, consider your participation with charitable foundations, community relations activities, speaking engagements, football camps, and volunteering as experience that you can speak to on your resume.

Before Writing Your Resume

Make a general list of everything that you have accomplished. Don't worry if some items do not seem important. Just write it all down. Then expand on the list by writing a description for everything that you did or received for each item of the list. You might find that you have done more than you think. This is good because it is easier to edit or delete items than to "extend" others. Now, look over the list and highlight what you think is important for a prospective employer to know about you. From this highlighted list, you can begin writing a resume.

Once you have done this and you are ready to get feedback and edit your document, contact someone in Player Development.

- **Take a Kaplan Course**

If you think you may enroll in graduate school at some point, think about signing up for a Kaplan preparatory course or arranging for some private tutoring. Whether it's the GRE, GMAT, LSAT, MCAT, or DMAT, tutoring will improve your score. If you desire more information about specific courses, please visit www.kaptest.com. Do not enroll online; you must contact our office to be properly enrolled.

KAPLAN

**TEST PREP AND
ADMISSIONS**

- **Network**

Now is the time to pull out the stack of business cards that you have been holding on to. Set up meetings, lunch appointments, golf outings, etc. to connect with people you have met along the way. Cultivate meaningful relationships with people who can offer direction, advice, information, and/or contacts that could potentially help you now and in the future.



- **Volunteer**

Offer to volunteer at a school or nonprofit, as they typically welcome free help. This may give you more flexibility than an internship and can be just as meaningful. Journal about your experience to document the learning points so that you can refer to them when you actually make the transition.

- **Take a career assessment test**

PLAYER SERVICES

You may have no idea what you want to do with your life since football is not in the picture right now. This is common, but not an excuse to do nothing! Consider taking a career assessment test to see how your skills and abilities align with your interests. Test results will give you examples of fields to explore that best suit you. The NFLPA can set you up to take a career assessment test.

For questions related to player services and programs, contact:

Tom Carter

Player Advocate

Email: Tom.Carter@nflplayers.com

Office: (202) 756-9119

Cell: (202) 257-5402

PLAYER SERVICES

SUBSTANCES OF ABUSE

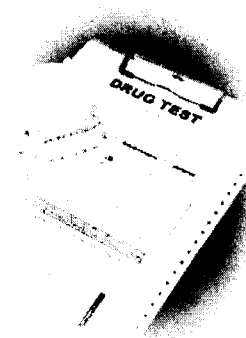
Counseling

During the lockout, players may not have normal access to resources that would assist them if either the player or a family member needed the help of a counselor/mental health professional. Considering that insurance may not be offered during this period, players will have to cover costs associated with securing these professionals. In an effort to continue to provide players with first-class services regardless of the circumstances, we will provide access to substance abuse and other counseling services at a discounted rate.

A player seeking assistance for himself or a family member may contact the Player Services and Development Department. The player will be provided with the contact information of a clinician in his area. In the event that a player or family member may require in-patient care, we will put him in contact with a first class facility with which we have already negotiated a discounted rate. All player contact information is kept strictly confidential.

Testing for substances of abuse & performing enhancing drugs

There are so many unknowns regarding what will happen during a lockout. Whether players will be tested during that time will remain an ongoing debate. Players should exhibit the same behavior as they would during the season. We encourage players to act responsibly and take care of their bodies during this time. We will continue to provide players with information regarding supplements and banned substances along with access to the Supplement Hotline: 866-635-7877.



For questions related to substances of abuse, contact:

Stacy Robinson

Director of Player Services and Development

Email: Stacy.Robinson@nflplayers.com

Office: (202) 756-9172

Cell: (202) 255-0696

For questions related to counseling services, contact:

Tyrone Allen

Professional Athletes Foundation Manager

Email: Tyrone.Allen@nflplayers.com

Office: (202) 756-9166

Cell: (202) 316-3310

PLAYER SERVICES

MENTAL HEALTH

The NFLPA provides confidential services to players who may be suffering from stress, anxiety, domestic issues and depression.

For confidential assistance, please email GETHELP@nflplayers.com for a timely response.

For questions related to counseling services, contact:

Tyrone Allen

Professional Athletes Foundation Manager

Email: Tyrone.Allen@nflplayers.com

Office: (202) 756-9166

Cell: (202) 316-3310



PLAYER SERVICES

Team Chaplains - Spiritual Support

TEAM	NAME	CELL	EMAIL
AFC EAST			
BUFFALO	Fred Raines	718-984-8885	fred.raines@aia.com
MIAMI	Corwin Anthony	954-599-7695	corwin.anthony@aia.com
NEW ENGLAND	Paul Friesen	781-883-1104	paul@himweb.org
NEW YORK	George McGovern	201-294-3087	mcgovern29@aol.com
AFC NORTH			
BALTIMORE	Rod Hariston	440-677-9799	roderickh@gmail.com
CINCINNATI	Ken Moyer	513-602-5378	ken.moyer@athletesinaction.org
CLEVELAND	Tom Petersburg	440-477-9037	tpetersburg@oh.rr.com
PITTSBURGH	Kevin Jordan	412-304-1552	kevin.jordan@aia.com
AFC SOUTH			
HOUSTON	Greg Tyler	818-522-5744	saltandlight2@juno.com
INDIANAPOLIS	Ken Johnson	317-997-0607	indyeagle4@comcast.net
JACKSONVILLE	Anthony Johnson	904-483-0832	anthony.a.johnson@athletesinaction.com
TENNESSEE	Reggie Pleasant	615-319-0526	alareggie@aol.com
AFC WEST			
DENVER	Dale Armstrong	719-433-6072	dale.armstrong@FOTF.org
KANSAS CITY	Carey Casey	816-918-3748	esolis@fathers.com
OAKLAND	Adam Ybarra	408-373-4109	adamt@thetenaciousgroup.com
SAN DIEGO	Miles McPherson	858-987-4834	mac330@therockandiego.org
NFC EAST			
DALLAS	Dr. Tony Evans	214-672-9100	www.ocbfchurch.org
NEW YORK	Adam Bird	917-595-7810	adam.burt@many.org
PHILADELPHIA	Herb Lusk	215-370-6743	HHL32@aol.com
WASHINGTON	Bret Fuller	871-242-3355	bfuller@gracecov.org
NFC NORTH			
CHICAGO	Ray McElroy	830-215-9853	raymc47@sboglobal.net
DETROIT	Dave Wilson	248-515-1590	dwilson@kensingtonchurch.org
GREEN BAY	Troy Murphy	949-374-2701	troyamurphy@Mac.com
MINNESOTA	Tom Lamphere	952-451-2834	tom.lamphere@aia.com
NFC SOUTH			
ATLANTA	James Trapp	678-772-8586	jtrapp@belleouth.net
CAROLINA	Mike Bunkley	704-617-7112	ebunkley@carolina.rr.com
NEW ORLEANS	David Crosby	504-237-8481	david@fbo.org
TAMPA BAY	Doug Gilcrease	813-495-6934	doug.gilcrease@aia.com
NFC WEST			
ARIZONA	Chad Johnson	802-790-1385	pastorcj77@gmail.com
ST. LOUIS	Grant Williams	636-299-2329	gwill77@gmail.com
SAN FRANCISCO	Earl Smith	636-227-8824	sqchaplain@aol.com
SEATTLE	Karl Payne	425-891-8634	kipayne@i4f.net

PLAYER SERVICES

WHAT A LOCKOUT MEANS FOR MARKETING AND LICENSING

The National Football League Players, Incorporated ("NFL PLAYERS") is the for-profit marketing and licensing subsidiary of the NFLPA. NFL PLAYERS was created by the players in 1994 to protect and promote the Group Licensing Assignment ("GLA") as a business asset. The GLA has become a primary source for delivering value and generating revenue by allowing NFL PLAYERS to include players in marketing and licensing opportunities – all benefitting our members.

NFL PLAYERS is a fully operational sports licensing and marketing company, consisting of four primary groups:

- **Licensing** – Works with apparel, hard goods, and multimedia companies for player integration into licensed products.
- **Corporate Partnerships** – Responsible for managing relationship with NFL sponsors, as well as driving incremental revenue through sponsor-based new business opportunities.
- **Marketing and Events** – Creates and produces unique entertainment, hospitality, and engagement experiences that enhance the NFL PLAYERS brand and involve players.
- **Player Services** – Provides a "one-stop-shop" for player procurement, working on behalf of partners to identify, facilitate, and confirm more than 4,000 player requests each year.



NFL PLAYERS

THE HEART OF THE GAME.

In the case of a lockout, NFL PLAYERS will be critical for two reasons:

- **Revenue generation** – The revenue stream provided by NFL PLAYERS will help finance the NFLPA's efforts to defeat a lockout by the owners.
- **Payments to players** – Player premium royalty payments will continue in the event of a lockout.

Business Development in the Event of a Lockout

- NFL PLAYERS retains GLA rights even during a lockout, and will continue to aggressively pursue business opportunities on your behalf.
 - ✓ We have already begun negotiating contingency agreements with current NFL sponsors that will allow them to continue working with players in the event of a lockout.
 - ✓ In the absence of a CBA, the commercial agreements between NFL PLAYERS and the League also do

PLAYER SERVICES

not exist, meaning NFL PLAYERS is free to pursue opportunities outside of the NFL sponsor family. This means more opportunities for players to do endorsements and appearances.

- During a lockout, your team no longer has any obligation to you. Conversely, you also have no obligation to team requests, either. Protect your rights and don't do anything you don't want to do.
- NFL PLAYERS is happy to help you navigate this process and will always have your best interests in mind.

How Can You Help?

- NFL PLAYERS can be a tremendous resource during a lockout, but it won't benefit you unless you use it.
- All deals that you participate in should be facilitated through NFL PLAYERS – NOT the NFL or a sponsor. In the past, the NFL has attempted to undercut your rights and destroy our organization by creating marketing and licensing entities for specific groups of players. Not only did this tactic fail, those players who cooperated with the NFL ended up losing money and opportunities.
- If you are contacted by the League or an NFL sponsor, or are unsure of your rights at any time, please call NFL PLAYERS immediately.

For questions related to NFL PLAYERS, Inc., contact:

Ahmad Nassar

Vice President, Business and Legal Affairs

Email: Ahmad.Nassar@nflplayers.com

Office: (202) 572-7463

Cell: (202) 297-5459

PLAYER SERVICES

SECURITY

CSSI: Background Investigations (800) 203-4731



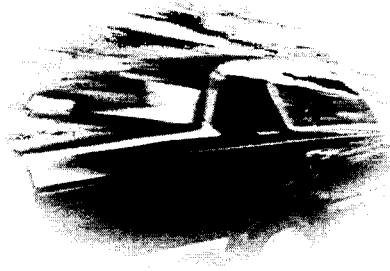
Corporate Security Solutions, Inc.

Protect your family and your invaluable assets with background investigation services. CSSI, Corporate Security Solutions, Inc. is a nationwide full-service private investigative agency offering NFLPA members discounted Background Investigation Reports for both individuals and businesses at the group rate of \$100 each. CSSI will generate a same-day electronic dossier report on the same-day covering the following core areas: Criminal Records, Sexual Offenses, Driver's License Information, Bankruptcies/Liens/Judgments, Motor Vehicle Registrations, UCC Filings, Address History, Properties Owned and Professional Licenses. Do not invest with someone you think you know!

PTL: Player Transportation Link

(800) 203-4731

Protect yourself against costly fines and far worse. PTL is a confidential transportation service available to members of the NFLPA. Billing will commence at the agreed-upon time and your driver will remain with you until you are safely returned to your final destination.



For questions related to security, contact:

Tim Christine

Director of Security

Email: Tim.Christine@nflplayers.com

Office: (202) 756-9102

Cell: (202) 257-0924

PLAYER SERVICES

TRAVEL

Discounted Vacation Travel

Save time and money by contacting World Travel, Inc., the NFLPA's exclusive travel management company. Let the professionals at World Travel assist you with booking discounted cruises, honeymoons, tours or specialty packages by using their buying power and preferred consortium rates coupled with existing NFLPA travel discounts. In addition, all service fees are waived for any vacation packages and cruises booked by NFLPA members. For more information, visit: www.worldtravelinc.com/vacation.



World Travel Leisure Department Hours

Monday - Friday 8:30am - 7pm ET

Saturday 9am - Noon

Contact:

Vacations: (800) 451-5449

or vacations@worldtravelinc.com

Cruises: (800) 874-6700 or cruises@worldtravelinc.com

NFLPA Car Rental Discount Program

The NFLPA has negotiated deep discounts with six (6) car rental companies, including Avis, Dollar, Enterprise, Hertz, National and Thrifty. In addition, as an NFLPA member, you are entitled to complimentary enrollment in their respective preferred rental programs for additional benefits. For more information on preferred pricing and club enrollment, please login to the members' only portion of your website at www.nflplayers.com.

NFLPA Hotel Discount Program

The NFLPA has partnered with hotel brands that offer value added benefits such as discounted rates, room upgrades and other amenities in Washington, DC, New York, NY and nationwide with some of our country's best



PLAYER SERVICES

hotel brands, including: Fairmont, InterContinental and Hilton. For more information on these and other hotel discounts, please login to the members' only portion of your website at www.nflplayers.com.

In addition, we encourage you to visit www.unitehere.org often to see any current AFL-CIO hotel boycotts.

Additional Travel Services

For additional travel benefits and services, please visit <http://www.unionplus.org/union-plus-travel-center>.

For questions related to travel, contact:

Kerry Cosover

Travel Manager

Email: Kerry.Cosover@nflplayers.com

Office: (202) 756-9103

Cell: (571) 217-5847

WORKOUT OPTIONS

D1 D1 SPORTS TRAINING AND THERAPY

FREE Evaluation and One Week Training

D1 Facilities

- Birmingham, AL
- Chattanooga, TN
- Cincinnati, OH
- Columbus, OH
- Greenville, SC
- Huntsville, AL
- Knoxville, TN
- Little Rock, AR
- Nashville, TN
- Savannah, GA

contact:
Kendra
615.656.5934
Kendra@d1sportstraining.com

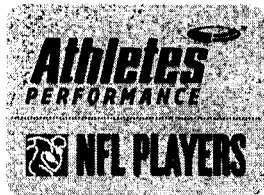
D1SportsTraining.com

Other D1 trained athletes include: Lebow | Ober | Hawk | Witten | Hillis

The Place for **The Athlete**®

38 | Material included is for information purposes only and is not intended to substitute for obtaining professional advice.

PLAYER SERVICES



LOCKOUT SOLIDARITY SERVICES

In the event of a 2011 Lockout, the NFLPA and Athletes' Performance are here to provide **Solidarity Services to support and showcase One Team of NFL players.**

With the **Lockout Locker Room at each Athletes' Performance facility, players will receive world class support, including communication and PR opportunities from the NFLPA and FREE training, nutrition and physical therapy services from Athletes' Performance.**

Together as **One Team, players will showcase their readiness and professionalism, working together and striving to be the best, while waiting to return to the field. Community involvement will highlight players** giving their time to children and promoting the message of a healthy, active lifestyle.

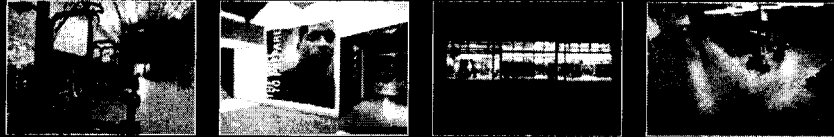
ONE Team. ONE Goal.

As part of the **Lockout Solidarity Services, each active NFL player will receive at no charge world class performance, nutrition and rehabilitation support services from Athletes' Performance:**

- Personalized Evaluation, Education, Training and Therapy
- 2.5 Day Training Options (M-W or W-F) NFLPA Meetings, Leadership Visits and PR will take place on Wednesdays
- Off-site support: Customized training plans available to support your goals and fit the local facilities and equipment available to you
- Discounted extended training package options also available

The NFLPA is proud to offer these services and support to each player at no charge, made possible by Athletes' Performance standing by our side – True to the NFLPA.

Training will be available in: Los Angeles, Phoenix, Dallas, Chicago, Pensacola*, Miami, and a Northeast and Northwest location. * LA, MS, AL, GA, No. FL < 200 mile radius.



FOR MORE INFORMATION ON THE LOCKOUT SOLIDARITY SERVICES OFFERED BY THE NFLPA AND ATHLETES' PERFORMANCE, CONTACT YOUR REGIONAL REP OR ATHLETES' PERFORMANCE AT
800.442.4164 | WWW.ATHLETESPERFORMANCE.COM

PLAYER SERVICES

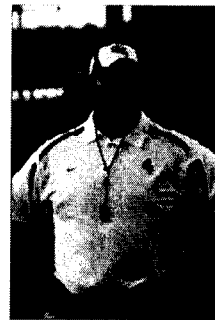


*17 year NFL veteran
and 2 x Super Bowl Champion*

Ricky Proehl
President/Owner
4517 Jessup Grove Road
Greensboro, NC 27410
(336) 665-5233
(336) 665-5235 Fax
Ricky@ProehlficPark.com
www.ProehlficPark.com



Coach Joe Kenn
President/Owner
Big House Power
4517 Jessup Grove Road
Greensboro, NC 27410
(336) 588-5809
CoachKenn@BigHousePower.com
www.BigHousePower.com



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More than 20 years experience*

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- Physical Therapy
- Free Massage
- Live Consultation
- Live Work
- Discount rate of \$500 Monday through Friday*

**Closed field, if needed, is not included with \$500*

**Discounted hotel rates with our partner Park 7 Hotels. Not included with \$500*

For questions related to workout options, contact:

Ernie Conwell
Player Advocate

Email: Ernie.Conwell@nflplayers.com
Office: (202) 756-9125
Cell: (202) 294-1129



PLAYER LEADERSHIP



"The Owners are going to divide and conquer. That's what they are after. If we stay together, you'll get most of what you want. . . . Players will be bought. Owners will seek out players and second-chance players that owe them. If I could, I'd put on my battle helmet again. I'm not scared of those guys. I can promise you that."

Dan Goich, Player Rep during 1973 Strike

PLAYER
LEADERSHIP

PLAYER LEADERSHIP



PLAYER
LEADERSHIP



PLAYER LEADERSHIP

(UNITY/SOLIDARITY)

.....

Player solidarity has been the foundation of 55 years of history for the NFLPA. The consolidated player interest and purpose have been the driving force of unprecedented gains for players in recent years. However broken bones and shattered dreams were the reward for early pioneers of player solidarity.

In the darkest hours of the NFLPA, solidarity stars lit the way for ensuing future generations. There have been many acts of solidarity, some brighter than others: Freeman McNeil, Reggie White, John Mackey and Bill Radovich answered the call to be selfless. Their selflessness was the genesis of solidarity; whether for clean jocks and socks or for free agency, it set standards for expectation of player leadership and legal precedent that all players benefit from today.

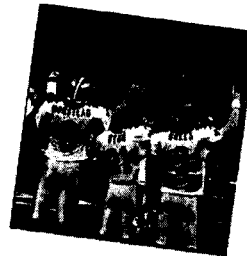
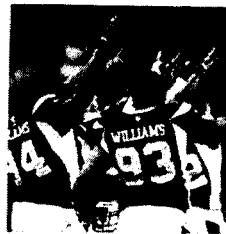
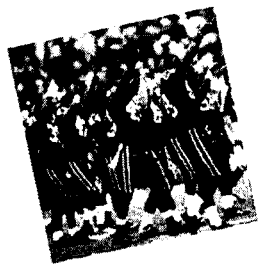
The NFL has once again forced player solidarity to be displayed and questioned on an open stage. The owners' wishes to terminate the Collective Bargaining Agreement will challenge players' unity, interest and purpose. On March 4, the lights will go dark and the players' solidarity must shine.

Kevin Mawae,

NFLPA President and Former Player

Email: Kevin.Mawae@nflplayers.com
Cell: (202) 213-7226

Material included is for information purposes only and is not intended to substitute for obtaining professional advice. | 41



"You are not thinking about or concerned with, is what I am doing courageous?... or anything else...it's the right thing to do and so you do it."

Alan Page, NFLPA Executive Committee Member 1972-1975, Hall of Famer, in an interview for the short film "Rebels in the NFL"

PLAYER LEADERSHIP

PUBLIC POLICY

What is public policy?

Government actions that affect the general population are considered public policy. These policies can come from local, state or federal government. In the United States, there are three branches of government: the legislative branch, which makes the laws; executive, which enforces laws; and judicial, which interprets laws. The members of these three branches make and implement America's public policies, from laws on health care to investigations into concussions to considering court decisions about antitrust exemptions.



The NFL has been granted special privileges by the various branches of the government that have allowed the owners to benefit based on the popularity of football and the revenue generated by the teams - everything from government assistance in building stadiums and stadium infrastructure to tax breaks for keeping a team in a city.

What is our public policy mission?

The NFLPA strives to educate public policy makers as well as fans and the general public about the game of football and ways to make it more exciting for all involved. As a result of our educational campaign we have garnered support from many different organizations.

What can you do to affect public policy?

Naturally, you want a say in the public policy issues that affect you most profoundly. The NFLPA through the Public Policy department provides you with a number of ways to contact the lawmakers who create public policy and execute laws. The department monitors the activity of state, local and federally elected officials to ensure the interests of NFL players are as protected as possible. The department will also host receptions, "Hill Day" visits and one-on-one meetings with elected and government officials. Let us know if you have relationships that we should know about or if you would like to participate in any of our Public Policy activities.

For questions related to public policy, contact:

Joe Briggs

Public Policy Counsel

Email: Joe.Briggs@nflplayers.com

Office: (202) 756-9138

Cell: (202) 257-5349

PLAYER LEADERSHIP

ENDING THE NFLPA'S COLLECTIVE BARGAINING STATUS: WHAT DOES IT MEAN TO NFL PLAYERS?

Labor vs. Antitrust

Q. Why did the players vote unanimously in team meetings this year to authorize the ending of its status as the collective bargaining agent for the players?

A. Our history has shown that, except when we have a fair collective bargaining agreement currently in effect which guarantees the players' free agency rights and other benefits, the owners will benefit far more than the players do if the players are still represented by a union.



Q. How do the owners benefit more from a union than the players if there is no CBA?

A. It all has to do with the laws that apply to collective bargaining. If the players are represented by a union, then the federal labor laws apply. Those laws are very favorable to the owners. They allow the owners to lock out the players and wage a war of economics which they are more likely to win than the players. But if there is no union representing the players, the federal antitrust laws clearly apply, and those laws are much more favorable to the players if there is no CBA.

Q. Why are the antitrust laws better for the players?

A. The federal antitrust laws make it illegal for business competitors to make agreements with one another which restrain trade or competition. Victims of such agreements can sue the competitors who make those agreements and collect triple (called "treble") damages if they win. They can also get an injunction from the court to stop the anti-competitive conduct.

Q. How would these principles apply to the NFL?

A. Courts have often ruled that owners in pro sports leagues are business competitors who are bound by the antitrust laws, and that arrangements such as the college draft and restraints on free agency can violate the antitrust laws and be answerable in treble damages to the players. The players won free agency in the Reggie White settlement after an antitrust trial in the early 1990's in the Freeman McNeil case that found the owners violated the antitrust laws. Most importantly, a court can enjoin an unlawful restraint against players if the antitrust laws can be applied.

PLAYER LEADERSHIP

Timing of Renunciation

Q. If the antitrust laws are so good for players, why not use them before the CBA expires?

A. The owners have an exemption from the antitrust laws when there is a CBA in effect which permits restraints that could otherwise be challenged. And under the labor laws, that exemption can continue for a time even after the expiration of the CBA if the NFLPA continues operating as a union after expiration. That may seem unfair, but unfortunately that's what the U.S. Supreme Court ruled in the Anthony Brown case in 1994, and that ruling is still the law.

Q. So if we can't use the antitrust laws before the expiration of the CBA, when can we use them?

A. Players can use them once the CBA expires if we cease being a union at that time.

Q. Can we remain a union after expiration, see how collective bargaining goes, and then renounce our union status later if collective bargaining doesn't work?

A. We could, but there are two important reasons why we should not. First, the current CBA says that we cannot sue for six months if we remain as a union at any time after expiration. That means players would have to wait until September to sue, and the lockout could therefore be in effect for six months without our being able to challenge it in court. Second, the labor laws allow the owners to unilaterally implement any new restrictions they propose to us in bargaining in good faith after we reach what is called "impasse" in collective bargaining. If they implement a more restrictive system during the six-month period when we are still a union, the courts could say that the new system is still exempt from the antitrust laws. That is essentially what happened in the Anthony Brown case.

Antitrust Claims to be Alleged

Q. So if we do renounce bargaining rights at expiration, when can an antitrust suit be filed and what can the lawsuit challenge?

A. The first and most important thing to be challenged is the lockout that the owners will likely impose one day after expiration. A lockout would be legal under the labor laws, but if we are no longer a union those laws would not apply. Instead, the lockout would be an agreement among competitors (the owners), called a "group boycott" which would unlawfully restrain trade for player services under the antitrust laws. The NFLPA would not have standing to sue as an organization, but would fund litigation with individual players, or classes of players, as named plaintiffs, just as we did in the McNeil and White cases. We would immediately fund a lawsuit which would seek an injunction to stop the lockout from being imposed, and the lawsuit would claim treble damages on behalf of the players.

PLAYER LEADERSHIP

Q. What kind of damages would be alleged?

- A. The litigation would first claim that any player who is a free agent at the time of expiration is being denied his right to negotiate a new contract with any one of the 32 clubs, and would ask the court to enjoin the lockout so that free agents could negotiate and sign new deals. The case would also claim that any player who is not paid a roster bonus, reporting bonus, or off-season workout pay because of the lockout would be entitled to significant money damages because of the lockout.

Q. What other things can we challenge?

- A. The legal challenge would be against any unreasonable restrictions the owners impose or continue after expiration of the CBA, including any salary cap, restrictions on free agents (e.g. the Franchise Player Designation), or the waiver system.

NFLPA Status and Services After Renunciation

Q. If we vote to end the NFLPA's bargaining status, what will happen to the NFLPA as an organization?

- A. It will change from being a union to being a professional association, like the American Bar Association or the American Medical Association. Its purpose will be to advance and protect the individual rights of NFL Players, including the right to freely contract with any pro football club that wants to employ them. The NFLPA will retain all of the assets of the current organization, and will continue to have employees whose jobs will be to protect and serve the players in every way possible without acting as a union. But the main focus would be to continue non-collective bargaining services and to fund lawsuits on behalf of the players against restraints imposed on them by the NFL and the clubs.

Q. Will that include representing players in negotiations with management over salaries or benefits?

- A. **ABSOLUTELY NOT.** That would let the owners argue that we are a union again and that the labor laws apply, defeating the purpose of renunciation.

Q. What about grievances, fine appeals, etc.? Will the NFLPA still represent players in that regard?

- A. No, we will not be able to represent players in that capacity, since that is another earmark of being a union. We would instead do like we did after we last renounced our union status in 1989, which was to pay outside lawyers to represent individual players in pending grievances and appeals.

Q. How did that work?

- A. We set up a grievance trust with a trustee overseeing the grievance representation system. The trustee hired the lawyers and paid them out of funds deposited in the trust by the NFLPA. The trustee used a standard representation agreement between the player and the lawyer, and paid the lawyer a fee which was

46 | Material included is for information purposes only and is not intended to substitute for obtaining professional advice.

PLAYER LEADERSHIP

pre-determined by that agreement. The costs of arbitration were also paid out of the grievance trust fund.

Q. What else will the NFLPA be able to do or not do if it is no longer a union?

A. We can still offer the services provided by several NFLPA departments, including the Financial Advisors Department, the Player Development Department, and some aspects of the Benefits Department, the Legal Department, and the Salary Cap and Agent Administration Department. Also, it will be business as usual for NFL PLAYERS, the NFLPA's licensing subsidiary, since that is a separate entity from the NFLPA. And, of course, the Player Advocates will remain at the forefront.

Q. Would the players still pay dues and elect player reps to govern the organization?

A. Yes. Each team would still elect representatives to a Board which would govern the organization, decide its budget, and oversee its operations. When we renounced in 1989 we called the governing board the "Board of Directors" instead of the Board of Player Reps, but they were elected in the same way and served similar terms. We also had an Executive Committee elected by the Board of Directors to act for the Board in certain circumstances, much as the Executive Committee does now, and we continued the contract of the Executive Director as the operating head of the organization.

Eventual Settlement

Q. What if the owners decide after we renounce that they want to make a reasonable deal on a new system, one that would protect player free agency rights and provide a fair share of the revenues to the players? How could a deal be made if the NFLPA is not a union?

A. A deal could be made, but it would have to be made as a settlement of the antitrust suits, probably on a class action basis. That is what was done in 1993 after we won the McNeil free agency trial, and it could be done again with the antitrust cases to be filed in 2011.

NFL Reaction to Renunciation: Do the Owners Expect It?

Q. The NFL owners no doubt expect us to end our union status, since the CBA contemplates it and we have been talking about it for years. What is their counter strategy, and what are they likely to do if we end our union status?

A. In simple terms, the NFL believes its greatest source of leverage is to lock out the players like the NHL did in 2004-05, and to outlast the players



PLAYER LEADERSHIP

economically until they give in to the owners' demands. They know that we will likely end our union status and sue to stop the lockout, but their lawyers will still oppose an injunction of the lockout in court. Every lawsuit has uncertainties and there is no guarantee that one side or the other will prevail. We believe that we will prevail, but they probably believe that it is at least "worth a shot" to lockout even if we end our union status. But if they lose and the lockout is enjoined, they no doubt have a "Plan B" to implement as another source of leverage.

Q. What might the owners' "Plan B" include?

A. One or more of the following: (1) Trying to get a new union formed which would collect authorization cards from the players and then negotiate a sellout deal favorable to the owners; (2) Imposing new restrictions on players, possibly including a new salary cap, and arguing in court that those restrictions meet the "Rule of Reason" test under the antitrust laws; (3) Trying to get players within the NFLPA to get rid of the current leadership and become a union again; (4) Recruiting players to their own group licensing plan so we will be cut off from that vital source of revenue.

Q. It sounds like a lot of uncertainty will prevail if we go down this path. Do you think the players will hold together and be able to deal with it?

A. The players did hold together when we ceased being a union from late 1989 to early 1993. And even though salaries were lower because of the free agency restrictions, there was a good chance that players could make some of that up by collecting damages from the lawsuits (we ultimately settled for almost \$200 million in 1993), and then benefit from the free agency rules in any eventual settlement (which was worth billions of dollars to the players). If players are continually reminded that the cost of being a union again is having no effective legal rights to assert against the owners, they should be able to hold together and support the litigation.

For questions related to renunciation or disclaimer of interest, contact:

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General Counsel

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Tom DePaso

Associate General Counsel

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Cell: (202) 255-0685



PLAYER LEADERSHIP



EXECUTIVE COMMITTEE

Kevin Mawae - President

Charlie Batch

Pittsburgh Steelers

Drew Brees

New Orleans Saints

Brian Dawkins

Denver Broncos

Domonique Foxworth

Baltimore Ravens

Scott Fujita

Cleveland Browns

Sean Morey

Tony Richardson

New York Jets

Jeff Saturday

Indianapolis Colts

Mike Vrabel

Kansas City Chiefs

Brian Waters

Kansas City Chiefs

PLAYER LEADERSHIP

BOARD OF PLAYER REPRESENTATIVES

Arizona Cardinals

Rep: Jay Feely
Co-Alt: Hamza Abdullah
Co-Alt: Levi Brown
Co-Alt: Jason Wright

Dallas Cowboys

Rep: Jason Witten
Co-Alt: Bradie James
Co-Alt: DeMarcus Ware

Miami Dolphins

Rep: Ricky Williams
Co-Alt: John Denney
Co-Alt: Brandon Marshall
Co-Alt: Chad Pennington

Pittsburgh Steelers

Rep: Ryan Clark
Co-Alt: Max Starks
Co-Alt: Antwaan Randle El

Atlanta Falcons

Rep: Erik Coleman
Co-Alt: Tyson Clabo
Co-Alt: Coy Wire

Denver Broncos

EC/Rep: Brian Dawkins
Co-Alt: Kyle Orton
Co-Alt: Russ Hochstein

Minnesota Vikings

Rep: Steve Hutchinson
Co-Alt: Ben Leber
Co-Alt: Jared Allen

San Diego Chargers

Rep: Nick Hardwick
Co-Alt: Jacques Cesaire
Co-Alt: Jeromey Clary

Baltimore Ravens

Rep: Derrick Mason
Co-Alt: Matt Birk
Co-Alt: Chris Carr

Detroit Lions

Rep: Kyle Vanden Bosch
Co-Alt: Julian Peterson
Co-Alt: Jason Hanson

New England Patriots

Rep: Matt Light
Co-Alt: Alge Crumpler
Co-Alt: Tom Brady

San Francisco 49ers

Rep: Takeo Spikes
Co-Alt: Tony Wragge
Co-Alt: Patrick Willis

Buffalo Bills

Rep: George Wilson
Co-Alt: Chris Kelsay
Co-Alt: Brian Moorman

Green Bay Packers

Rep: Aaron Rodgers
Co-Alt: Donald Driver
Co-Alt: Charles Woodson

New Orleans Saints

Rep: Jon Stinchcomb
Co-Alt: Tracy Porter
Co-Alt: Will Smith

Seattle Seahawks

Rep: Chester Pitts
Co-Alt: Matt Hasselbeck
Co-Alt: Lawyer Milloy

Carolina Panthers

Rep: John Kasay
Co-Alt: Jason Baker
Co-Alt: Steve Smith

Houston Texans

Rep: DeMeco Ryans
Co-Alt: Matt Schaub
Co-Alt: Eric Winston

New York Giants

Rep: Shaun O'Hara
Co-Alt: Zak DeOssie
Co-Alt: Kareem McKenzie

St. Louis Rams

Rep: Adam Goldberg
Co-Alt: O.J. Atogwe
Co-Alt: Mike Karney

Chicago Bears

Rep: Robbie Gould
Co-Alt: Rashied Davis
Co-Alt: Hunter Hillenmeyer

Indianapolis Colts

Rep: Gary Brackett
Co-Alt: Anthony Gonzalez
Co-Alt: DeShea Townsend

New York Jets

EC/Rep: Tony Richardson
Co-Alt: Jim Leonhard
Co-Alt: Brandon Moore

Tampa Bay Buccaneers

Rep: Jeff Faine
Co-Alt: Davin Joseph
Co-Alt: Maurice Stovall

Cincinnati Bengals

Rep: Andrew Whitworth
Co-Alt: Reggie Kelly
Co-Alt: Bobbie Williams

Jacksonville Jaguars

Rep: Rashean Mathis
Co-Alt: Aaron Kampman
Co-Alt: Jordan Black

Oakland Raiders

Rep: Zach Miller
Co-Alt: Ricky Brown
Co-Alt: Bruce Gradkowski

Tennessee Titans

Rep: Jake Scott
Co-Alt: Jason Babin
Co-Alt: Ahmard Hall

Cleveland Browns

Rep: Robert Royal
Co-Alt: Sheldon Brown
Co-Alt: Tony Pashos
Co-Alt: Benjamin Watson

Kansas City Chiefs

Rep: Rudy Niswanger
Co-Alt: Jon McGraw
Co-Alt: Andy Studebaker

Philadelphia Eagles

Rep: Winston Justice
Co-Alt: Mike McGlynn
Co-Alt: Stewart Bradley

Washington Redskins

Rep: Vonnie Holliday
Co-Alt: Josh Bidwell
Co-Alt: Casey Rabach

DISCLAIMER

The material contained in the Lockout Guide and any communication related to the Lockout Guide are for information purposes only.

The National Football League Players Association (the "NFLPA") does not make any recommendation or endorsement as to any investment, advisor or other service or product. In addition, the NFLPA does not offer any advice regarding the nature, potential value or suitability of any particular investment, security or investment strategy and does not intend to act as a substitute for a player obtaining personal investment advice from a qualified financial advisor. The NFLPA does not make recommendations for buying or selling any securities or options.

The material in the Lockout Guide is meant solely to illustrate common sense principles you might consider. It is up to you to determine what strategies to follow and decisions to make. When evaluating the information provided in the Lockout Guide you should consult with a registered investment advisor as the NFLPA takes no responsibility for your actions.



NFL PLAYERS
ASSOCIATION



ONE LOCKER ROOM | ONE VOICE

1133 20TH STREET, NW | WASHINGTON, DC 20036

800.372.2000 | WWW.NFLPLAYERS.COM



Proskauer Rose LLP Eleven Times Square New York, NY 10036-8299

February 14, 2011

L. Robert Batterman
Member of the Firm
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f 212.969.2900
rbatterman@proskauer.com
www.proskauer.com

By Fax and Mail

Ms. Karen Fernbach
Acting Regional Director
National Labor Relations Board
Region 2
26 Federal Plaza, Room 3614
New York, NY 10278

Re: National Football League
and
National Football League Players Association

Dear Ms. Fernbach:

On behalf of our client the National Football League, we are filing the attached unfair labor practice charge against the National Football League Players Association for breach of its duty to bargain collectively and in good faith concerning the terms of a new collective bargaining agreement covering all NFL players.

A statement of position analyzing the factual and legal issues will be submitted tomorrow, to be followed within several days by an affidavit from Jeffrey Pash, the NFL's Executive Vice President and General Counsel.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,

L. Robert Batterman

LRB/lb
Enclosure

cc: Mr. Elbert F. Tellem, Assistant to the Regional Director
Jeffrey Pash, Esq.
Dennis Curran, Esq.
Peter D. Conrad, Esq.
Howard Z. Robbins, Esq.

0049/54346-001 Current/22172599v1

Boca Raton | Boston | Chicago | Hong Kong | London | Los Angeles | New Orleans | New York | Newark | Paris | São Paulo | Washington, D.C.

Connolly Declaration Exhibit K-1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name National Football League Players Association	b. Union Representative to contact DeMaurice Smith, Executive Director
c. Address (Street, city, state, and ZIP code) 1133 20th Street, N.W., Washington, DC 20036	d. Tel. No. 212.756.9100
	e. Cell No.
	f. Fax No. 202.756.9317
	g. e-Mail

h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about June 3, 2009, the National Football League Players Association ("NFLPA" or the "Union"), the recognized collective bargaining representative of all players in the National Football League ("NFL" or the "League"), and the NFL Management Council ("NFLMC"), acting on behalf of the member clubs of the NFL, began formal negotiations of a new collective bargaining agreement. The current agreement (the "CBA") expires March 3, 2011.

During the course of the bargaining that has followed, the NFLPA consistently has failed to confer in good faith with the NFLMC regarding wages, hours and other terms and conditions of employment of the NFL players as required by Section 8 (d) of the National Labor Relations Act (the "Act"). As shown below, the Union's conduct amounts to surface bargaining and an anticipatory refusal to bargain.

(Continued on attachment)

3. Name of Employer National Football League and its Constituent Member Clubs	4a. Tel. No. 212.450.2033	b. Cell No.
	c. Fax No. 212.681.7571	d. e-Mail

5. Location of plant involved (street, city, state and ZIP code) Nationwide	6. Employer representative to contact Jeffrey Pash, Executive Vice President and General Counsel
--	---

7. Type of establishment (factory, mine, wholesaler, etc.) Professional sports league	8. Identify principal product or service Football	9. Number of workers employed Approx. 2,000 (players)
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10. Full name of party filing charge National Football League	11a. Tel. No. 212.450.2033	b. Cell No.
	c. Fax No. 212.681.7571	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 280 Park Avenue, New York, NY 10017		

12. DECLARATION
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.
By Jeffrey Pash Jeffrey Pash
(signature of representative or person making charge) (Printtype name and title or office, if any)
280 Park Avenue, New York, NY 10017
Address _____ (date) 2/14/2011

Tel. No. 212.450.2033
Cell No.
Fax No. 212.681.7571
e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Disclosure of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Attachment to Unfair Labor Practice Charge
Against National Football League Players Association

(Continuation of Section 2 of Charge)

More specifically, since the commencement of formal negotiations, the NFLPA has engaged in a course of conduct calculated to avoid reaching an agreement with the NFLMC by, inter alia, (i) delaying the scheduling of bargaining sessions; (ii) failing to respond in a timely and/or meaningful manner to the NFLMC's contract proposals; (iii) inducing the NFLMC to make proposals that were then categorically rejected by the NFLPA; (iv) insisting upon disclosure of financial data to which the NFLPA has no legal right and then suspending negotiations unless and until such data is produced by the NFLMC; (v) conditioning contract proposals on the NFLMC's agreement to a nonmandatory subject of collective bargaining, *i.e.*, extension of the United States District Court's oversight of this collective bargaining relationship via extension of the Stipulation and Settlement Agreement in *White v. NFL*, an antitrust case through which the Court has exercised jurisdiction over the terms and conditions of employment of NFL players' employment in this unionized industry; and (vi) engaging in other actions demonstrating that the Union has approached these negotiations with no intent to reach agreement through good faith collective bargaining.

These tactics have been and are integral to -- indeed, they are in preparation for -- the NFLPA's announced strategy to run out the clock and, after the CBA expires on March 3, purport to "disclaim interest" as the representative of the NFL players, a strategy utilized by the Union in a prior negotiation and one that the NFLPA often has threatened to resort to in this negotiation should it be deemed more advantageous to the players than the collective bargaining process that the Union is obligated by law to follow. On the false premise that the bargaining relationship would effectively be terminated as a result of its sham disclaimer, the NFLPA has made plain that it will then seek (i) to enjoin, as a supposed antitrust violation, any effort by the League/Clubs in support of their bargaining demands to exercise their rights under federal labor law lawfully to lock out the players, and (ii) once again to achieve a favorable agreement with the NFLMC through the threat, commencement and subsequent settlement of antitrust litigation, rather than through the give and take of good faith collective bargaining contemplated by the Act and enforced by the National Labor Relations Board.

As in the past, the NFLPA's threatened disclaimer as the representative of the players, together with the now-familiar antitrust litigation that is expected to follow, is a ploy and an unlawful subversion of the collective bargaining process, there being no evidence whatsoever of any (let alone widespread) disaffection with the Union by its members. It is both the reason for and proof of the NFLPA's failure to approach these negotiations with a sincere desire to reach a new agreement at the bargaining table as opposed to the courthouse. The NFLPA's statements and conduct over the course of the last 20 months plainly establish that it does not intend to engage in good faith collective bargaining with the NFL after the CBA expires or otherwise meet its obligations under Section 8(d) of the

Act, and that it instead will pursue its goals on behalf of the players by pretending to disclaim interest as their Section 9(a) representative and then sue the NFL under the antitrust laws. The Union's strategy amounts to an unlawful anticipatory refusal to bargain.

The Union is contriving, through its inevitable sham disclaimer, to make the NFL's post-expiration conduct appear "sufficiently distant" from the collective bargaining process that the Union's pursuit of antitrust remedies would not significantly interfere with that process.¹ The Union will not, however, genuinely be defunct or otherwise irrevocably removed from the NFL/NFLPA collective bargaining relationship.

For all the foregoing reasons, the Union's conduct violates Section 8(b)(3) of the Act.

¹ *Brown v. NFL*, 518 U.S. 231 (1996). This charge seeks the Board's detailed views—as the Supreme Court requested in *Brown*—as to whether the Union's sham disclaimer would make terms and conditions of players' employment sufficiently distant from the collective bargaining process that antitrust intervention would not significantly interfere with that process.



March 11, 2011

Howard Z. Robbins
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By Fax and Mail

Ms. Karen Fernbach
Acting Regional Director
National Labor Relations Board, Region 2
26 Federal Plaza, Room 3614
New York, NY 10278

Re: National Football League Players Association
Case No. 2-CB-22939

Dear Ms. Fernbach:

On behalf of our client the National Football League, attached is the first amended unfair labor practice charge against the National Football League Players Association for breach of its duty to bargain collectively and in good faith concerning the terms of a new collective bargaining agreement covering all NFL players.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,

Howard Z. Robbins

HZR/lb
Enclosure

cc: Mr. Elbert F. Tellem, Assistant to the Regional Director
Jeffrey Pash, Esq.
Dennis Curran, Esq.
L. Robert Batterman, Esq.
Peter D. Conrad, Esq.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

First Amended

DO NOT WRITE IN THIS SPACE	
Case 2-CB-22939	Date Filed March, 2011

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Football League Players Association		b. Union Representative to contact DeMaurice Smith, Executive Director	
c. Address (Street, city, state, and ZIP code) 1133 20th Street, N.W., Washington, DC 20038		d. Tel. No. 212-756-9100	e. Cell No.
		f. Fax No. 202-756-9317	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On or about June 3, 2009, the National Football League Players Association ("NFLPA" or the "Union"), the recognized collective bargaining representative of all players in the National Football League ("NFL" or the "League"), and the NFL Management Council ("NFLMC"), acting on behalf of the member clubs of the NFL, began formal negotiations of a new collective bargaining agreement. The current agreement (the "CBA") expires March 3, 2011. During the course of the bargaining that has followed, the NFLPA consistently has failed to confer in good faith with the NFLMC regarding wages, hours and other terms and conditions of employment of the NFL players as required by Section 8 (d) of the National Labor Relations Act (the "Act"). As shown below, the Union's conduct amounts to surface bargaining and an anticipatory refusal to bargain. (Continued on attachment)			
3. Name of Employer National Football League and its Constituent Member Clubs		4a. Tel. No. 212-450-2033	b. Cell No.
		c. Fax No. 212-681-7571	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) Nationwide		6. Employer representative to contact Jeffrey Pash, Executive Vice President and General Counsel	
7. Type of establishment (factory, mine, wholesaler, etc.) Professional sports league	8. Identify principal product or service Football	9. Number of workers employed Approx. 2,000 (players)	
10. Full name of party filing charge National Football League		11a. Tel. No. 212-450-2033	b. Cell No.
		c. Fax No. 212-681-7571	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 280 Park Avenue, New York, NY 10017			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u>Jeffrey Pash</u> Jeffrey Pash (signature of representative or person making charge) (Print/type name and title or office, if any) 280 Park Avenue, New York, 10017 Address _____ (date) 3/11/11		Tel. No. 212-450-2033 Cell No. Fax No. 212-681-7571 e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Collection of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to initiate its processes.

Attachment to First Amended Unfair Labor Practice Charge
Against National Football League Players Association
NLRB Case No. 2-CB-22939

(Continuation of Section 2 of Charge)

More specifically, since the commencement of formal negotiations, the NFLPA has engaged in a course of conduct calculated to avoid reaching an agreement with the NFLMC by, inter alia, (i) delaying the scheduling of bargaining sessions; (ii) failing to respond in a timely and/or meaningful manner to the NFLMC's contract proposals; (iii) inducing the NFLMC to make proposals that were then categorically rejected by the NFLPA; (iv) insisting upon disclosure of financial data to which the NFLPA has no legal right and then suspending negotiations unless and until such data is produced by the NFLMC; (v) conditioning contract proposals on the NFLMC's agreement to a non-mandatory subject of collective bargaining, *i.e.*, extension of the United States District Court's oversight of this collective bargaining relationship via extension of the Stipulation and Settlement Agreement in *White v. NFL*, an antitrust case through which the Court has exercised jurisdiction over the terms and conditions of employment of NFL players' employment in this unionized industry; and (vi) engaging in other actions demonstrating that the Union has approached these negotiations with no intent to reach agreement through good faith collective bargaining.

These tactics have been and are integral to -- indeed, they are in preparation for -- the NFLPA's announced strategy to run out the clock and, after the CBA expires on March 3, purport to "disclaim interest" as the representative of the NFL players, a strategy utilized by the Union in a prior negotiation and one that the NFLPA often has threatened to resort to in this negotiation should it be deemed more advantageous to the players than the collective bargaining process that the Union is obligated by law to follow. On the false premise that the bargaining relationship would effectively be terminated as a result of its sham disclaimer, the NFLPA has made plain that it will then seek (i) to enjoin, as a supposed antitrust violation, any effort by the League/Clubs in support of their bargaining demands to exercise their rights under federal labor law lawfully to lock out the players, and (ii) once again to achieve a favorable agreement with the NFLMC through the threat, commencement and subsequent settlement of antitrust litigation, rather than through the give and take of good faith collective bargaining contemplated by the Act and enforced by the National Labor Relations Board.

As in the past, the NFLPA's threatened disclaimer as the representative of the players, together with the now-familiar antitrust litigation that is expected to follow, is a ploy and an unlawful subversion of the collective bargaining process, there being no evidence whatsoever of any (let alone widespread) disaffection with the Union by its members. It is both the reason for and proof of the NFLPA's failure to approach these negotiations with a sincere desire to reach a new agreement at the bargaining table as opposed to the courthouse. The NFLPA's statements and conduct over the course of the last 20 months plainly establish that it does not intend to engage in good faith collective bargaining with

the NFL after the CBA expires or otherwise meet its obligations under Section 8(d) of the Act, and that it instead will pursue its goals on behalf of the players by pretending to disclaim interest as their Section 9(a) representative and then sue the NFL under the antitrust laws. The Union's strategy amounts to an unlawful anticipatory refusal to bargain.

The Union is contriving, through its inevitable sham disclaimer, to make the NFL's post-expiration conduct appear "sufficiently distant" from the collective bargaining process that the Union's pursuit of antitrust remedies would not significantly interfere with that process.¹ The Union will not, however, genuinely be defunct or otherwise irrevocably removed from the NFL/NFLPA collective bargaining relationship.

Basis for First Amended Charge

The CBA expires on March 11, 2011, with no new agreement in place between the NFLMC and the NFLPA.² Since on or about March 11, 2011, the NFLPA has continued its unlawful course of conduct by (i) purporting to disclaim interest in the representation of the players; and (ii) initiating antitrust litigation against the League and its member clubs, all as anticipated and described above in the original unfair labor practice charge filed against the NFLPA in Case No. 2-CB-22939 on February 14, 2011.

For all the foregoing reasons, the Union's conduct violates Section 8(b)(3) of the Act.

¹ *Brown v. NFL*, 518 U.S. 231 (1996). This charge seeks the Board's detailed views—as the Supreme Court requested in *Brown*—as to whether the Union's sham disclaimer would make terms and conditions of players' employment sufficiently distant from the collective bargaining process that antitrust intervention would not significantly interfere with that process.

² On March 3, 2011, the parties agreed to a one-day extension of the original March 3 expiration date.



NFL PLAYERS
ASSOCIATION
LEGAL DEPARTMENT

March 11, 2011

VIA FACSIMILE AND OVERNIGHT MAIL

Dennis Curran
Senior Vice President
National Football League
280 Park Avenue
New York, N.Y. 10017

Re: Renunciation of Collective Bargaining Status

Dear Dennis:

Please be advised that as of 4:00 p.m. eastern time today, the NFLPA will no longer be acting as a collective bargaining representative for the players in the NFL (see enclosed copy of DeMaurice Smith's letter to Commissioner Goodell). As a result, the NFLPA will no longer be representing any players in grievances being processed under Article IX (Non-Injury Grievances) or X (Injury Grievances) of the 2006 Collective Bargaining Agreement (CBA), or in any pending disciplinary appeals being processed under Article XI (Commissioner Discipline) of the 2006 CBA, the NFL/NFLPA Drug Programs, or the NFL Personal Conduct Policy.

Players are being advised to retain their own counsel in these proceedings, and you will be informed by the player or his counsel, hopefully in the near future, as to the person you will hereafter be dealing with on his behalf. By copy of this letter to the Non-Injury and Injury Grievance arbitrators, I am informing them of this development as well.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Berthelsen", written in a cursive style.

Richard A. Berthelsen
NFLPA General Counsel

cc: Adolpho Birch
Art Shell
Ted Cottrell
Ray Anderson
Jeff Pash
Injury and Non-Injury Grievance Arbitrators

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2011 NFLPA Super Bowl Press Conference Transcript

{ Check out a full transcript of the 2011 NFLPA Press Conference held in Dallas during Super Bowl week. }

Author: NFL Players Association

Posted: 2/4/2011

GEORGE ATALLAH: Wanted to welcome everyone. My name is George Atallah with the NFL Players Association. Thank you for taking the time to be with us today. There are a lot of cameras in the back. Thank you for joining us as well. To everybody watching on UStream, thank you for clicking the link and tuning in.

Wanted to take care of a couple of items first. Kevin, I believe you have a roving mic next to you. Can we activate that to introduce the people on stage.

KEVIN MAWAE: Kevin Mawae, current player, president.

DeMAURICE SMITH: DeMaurice Smith, executive director.

BARRY SANDERS: Barry Sanders, former player.

JOHN BOOTY: John Booty, former player.

JIM MCFARLAND: My name's Jim McFarland. I'm a former player, and I serve on the former player board of directors.

JAY FEELY: Jay Feely, current rep for the Arizona Cardinals.

NOLAN HARRISON: Nolan Harrison, former player, senior director of former players.

GEORGE ATALLAH: Thanks, gents. To give you a little bit of a run of show here today, wanted to have two special announcements before we got into what everybody's waiting for which is an update on the collective bargaining agreement.

Our first guest today is the executive vice president of multicultural markets and engagement for AARP. We are pleased to have with us, Lorraine Cortez Vasquez to give a special announcement. Please come to the stage.

LORRAINE CORTEZ VASQUEZ: Thank you, George. I'm really pleased to be here. AARP is eager to take the next step in a joint educational effort initiated by and with the National Football Players Association. We know that through the power of both of our Brands and our commitment to social change, AARP and the NFL Players Association can make the difference in the lives of many Americans, their families and their communities.

AARP knows the value of education and of an advanced education much regardless of age. We know it is priceless, and it is transforming for individuals, but also for a family. An entire family and community can be changed by the education of one individual in that family.

Research consistently shows that education is the key to an economic and secure future. We hear every day from the millions of our lenders and the 50-plus population all over, that these efforts change lives, especially the lives of children, are the utmost importance. We thank you for joining us in this effort.

AARP also understands that lifetime financial security is the cornerstone of the American dream. We are part of this effort because we care about our members, their families, their children, and their grandchildren. We want our communities, our members and our families to live, prosper and thrive, and we know that education is going to make that possible.

So we are really pleased that you're joining us, and that you're having your talent join us. DeMaurice, that was your dream too. So that we, together, can really announce that education is the key to the future, and the players will lend their names to sending that message with AARP. Thank you.

GEORGE ATALLAH: Is Rose here? Rose, how are you? I'd like to welcome also Rose Kirk, the president of the Verizon Foundation who is here today to also announce a special partnership with the NFL players, Rose?

ROSE KIRK: Hello, everyone. And thank you, George. I also want to thank the NFL Players Association for joining Verizon in a unique partnership to address the issue of domestic violence, which remains an epidemic in our nation.

1 in 4 women will be a victim of domestic violence in her lifetime. This is simply not acceptable. To bring change, everyone has to become involved. That means getting strong, well-respected men, to help us finally bring an end to the cycle of violence that shatters the lives of so many.

Today, I am thrilled to announce an intent to build a partnership between the Verizon Foundation and the NFL Players Association to do just that.

Through this incredible partnership, Verizon and the NFL Players Association will provide domestic violence prevention information to teens taking part in the association's Training Camp For Life program. With this important message of nonviolence coming from the players the children idolize, our vision of a world without domestic fear will begin to take root.

These camps will be the first step in an ongoing partnership. In the coming months, we'll introduce other

critical elements that will deepen our partnership and strengthen our combined efforts to eradicate this problem.

Domestic violence is a dark secret that wounds every community in our nation, and it's a secret that we should not be afraid to discuss.

I know this is an important issue that the NFL Players Association cares deeply about, and I applaud them for their efforts, including their pledge with the Department of Justice to raise awareness of domestic violence with their fans.

Verizon is honored to work with the NFL Players Association to stop the spread of domestic violence. And we look forward to the day when we can say the issue of domestic violence that's been solved, and it's time to tackle the next item on the world's to do list. Thank you.

GEORGE ATALLAH: Okay. Couple of other things. We have issued as part of our health and safety initiative, the field turf study is now available for review on www.NFLPlayers.com. It's also available here in a summary form for everybody to pick up. I encourage that you pick that you up.

I told Albert Breer of NFL Network last week that if the league guaranteed that we wouldn't have a lockout, I would cancel this press conference. The reality is that I wouldn't cancel this press conference. I changed my mind because we have an important group of men with an important group of issues that we want to use this platform to convey to everybody.

This game means a lot to these men that play this game. They are sons, husbands, fathers, and to me this game means a lot as well.

My dad moved to this country in 1978 when I was an infant. He came here when the Steelers were at the height of their power, and today he gets to come to his first Super Bowl with his son with them playing in the Super Bowl. I can't wave a Terrible Towel this weekend, but this is a story that I needed to share to show you what this game means to everybody and what their game means to me.

Today also is a very special day. It is also DeMaurice Smith's birthday. I had to embarrass him because his parents are in the crowd today as well, and we're pleased to have them here.

But this game means a lot to us, and we care and our players care. We work tirelessly not just to be accessible to the media, but are working hard to get a new deal done, and we're working very hard to try to secure the future of the game.

It's a pleasure for me to be here. And it's a pleasure for me to introduce my dear friend and the birthday boy, DeMaurice Smith who will come up to the stage. Thanks.

DeMAURICE SMITH: Good morning. I'm sorry, good afternoon. It is a pleasure to be here. It's a hot room. I know that you have a number of questions about the collective bargaining agreement. Where I believe we need to be both as an organization of players, as an organization that represents former players, and certainly an organization that represents the players to come.

It is my distinct pleasure to introduce the president of our organization, a man that I have a tremendous amount of respect and admiration for.

When we had our first press conference here a year ago, we talked about how this organization moved forward after the untimely passing of Gene Upshaw. I'm absolutely convinced that without Kevin's leadership, his vision and, frankly, his faith, we wouldn't be here. My boss, Kevin Mawae.

KEVIN MAWAE: I just want to say thank you for being here today. It's of utmost importance of what we're headed into that you guys understand all the issues.

I'm not going to sit here and give you an opening speech. I'm going to deviate from standard operating procedure that we've done in the past.

I'm going to let De finish up his statements. We're going to open up his questions and things like that. Then I'll give you a statement after it's all done to finish us off. So, D, it's your podium again.

GEORGE ATALLAH: I did want everybody to take a pause here. We want to show our Super Bowl ad or our online viral ad, and just take one minute to take a look at the very controversial Let Us Play.

With that, questions?

Q. De or Kevin, could you please let us know where you are in the negotiations regarding any proposal that you, the players, made on economic proposals? And when did you make the proposal? What was the reaction to the proposal?

DeMAURICE SMITH: First, we make it a point not to negotiate in the press. We, the players, have had a number of discussions with the owners that are designed to achieve a fair collective bargaining agreement. Those discussions have taken place probably 40 times.

We continue to have a number of discussions about how we build a game that is not only safe, profitable for the people who play this game today but certainly for the players who are going to come tomorrow.

We believe that having a discussion that is based on financial transparency, having a discussion that is based on the shared mutual interest, is how we go forward.

We obviously have a discussion with the owners on Saturday. I don't think it's a good idea to set any expectation other than the fact that we intend to sit down and continue to have a discussion that should guarantee football for our fans, football for our players and football for the people who will certainly become players tomorrow.

Q. What are the odds of a lockout on a scale of 1 to 10 now? Are they up or down from 14?

DeMAURICE SMITH: I only answer that when Chad Ocho asks the question.

Q. To follow that up, if there is not an agreement by March 3rd or significant progress, is your expectation that the union will be decertified?

DeMAURICE SMITH: Let me answer the second part first. You know that in the past when our union had to decertify to achieve free agency, that's what we did. When the union decertified historically, it was a decision based upon protecting the interests of players of tomorrow, players of today, and players who have played this game.

So we will always take the steps that we need to protect ourselves and to protect our interests. With respect to whether we believe a lockout is going to occur, every player, former player up here has heard me say and our leaders and representatives tell our players to prepare for the worst even while you're hoping for the best.

I believe that the league has taken steps to effectuate a lockout for a very long time. The players are committed to making sure that does not happen. And every step that was taken is a step designed to do one simple thing, let us play. And that will be the guiding principle of the decisions that we make.

We intend to never give up talking about what's fair for our players, what's fair for their families, what's fair for former players and what's fair for future players.

With respect to the likelihood of the lockout, only one side can lock us out. My sincere hope is that we get a deal done quickly. That is what I've committed ourselves and our player leaders to do. They've made it absolutely clear that that's my job, and that's what we're going to do.

Q. How concerned are the players of the union that this process, you're going to possibly alienate fans one way or the other, they want the game, they don't want to hear about all the rhetoric.

KEVIN MAWAE: To answer your question, how do we prevent alienating fans, our message has always been the same and will remain the same. We understand this business is based on the fans' interest. They don't come here to watch two shields fighting on the field. They come to watch players battling each other on the field. Without the players, there is no game. And the players understand it is the fans who drive the game.

DeMAURICE SMITH: We want to play. For the folks in Indianapolis, it's your Super Bowl that would be affected by a lockout. When we were out there talking to the fans in that community and talking to the political establishment in that community, nothing resonated more to me than one, how much your fans love your Colts.

And the other thing is nothing made a larger impression than talking to the business owners, the hotel workers, the restaurant owners about how devastating it would be, not only from a fan perspective, but from an economic perspective of what a lockout would mean.

We don't want a lockout. We want to play. That's what it comes down to.

Q. Jeff Pash said yesterday there is no disagreement. That the current deal is unbalanced and one-sided and that it needs to be reset. He said it's just a matter of where the reset is. Your reaction to that?

DeMAURICE SMITH: My guess is there's probably a little bit of disagreement. That's just my guess. I've had the opportunity to sit down with the National Football League 40-42 times, and have on average about four or five hours of discussion about the various issues we have between us.

I think it would be an understatement to say that there is disagreement. There are fundamental disagreements. Our joint auditors, between the National Football League and our current ownership, looked at the shares of all revenue that have gone to players since 2006. And the undeniable fact is that the share of all revenue that's gone to players since '06 has gone down.

As all of you sit here today preparing for the largest game on the stage, each and every person here knows that we will shatter viewership records for the Super Bowl on Sunday. We are at the apex of generated revenue in the National Football League.

For those of you who are even older than me who are able to cover the National Football League from 1965 forward, be honest with yourselves. Did any of you think in 1960, '70, even the early '80s, that every team in the National Football League would be worth over a billion dollars?

Did anyone of you think when you started covering that game right after the merger between those two conferences, that football would be America's number one sport and not baseball?

Did any of you believe that the revenue generated for the National Football League would probably exceed \$9 billion?

The disagreements that we have are fundamental. Because we believe that every economic indicator that we have, everything that we can look at, whether it's Forbes Magazine, whether it's Bloomberg, anybody who independently looks at this agrees with the players' perspective.

The business of football is not only exciting and tremendous. The business of football is probably the best business economic model in the country. Because that \$9 billion was generated during the worst recession of our lives.

So our problem and fundamental disagreement remains at the height of the economic viability and success of football. You're now asking the players to give back a billion dollars a year for the next seven years, and our simple question is before anyone would want to write a \$7 billion check, what financial information would you think is relevant? It's that simple.

Q. Jerry Jones said yesterday that to get the proper deal done, you had to create tension and angst and urgency. So is March 4th a real enough date? Is it going to create the attention and angst and urgency needed? Or will it take one where you might lose games or games might be in jeopardy to create that on both sides?

DeMAURICE SMITH: Well, when you have discussions with players who have children on transplant lists, when you have discussions with players who have children who are suffering terminal illnesses, when we know that there are over 200 families who are expecting between now and the beginning of the season, I don't know what he means by anxiety, tension and angst.

Our fans love our game. Our fans are the engine that drives, not only the economic side of football. But for every one of these players who play this game and who have played this game, it's the fans and their love of the game that keeps our game going.

I cannot imagine a world where we should ever take our fans for granted. We've said that the lockout is irresponsible. It's irresponsible from the love that our fans have of the game. It's irresponsible from the economic impact on our country during the time that we fight through a recession. And I know for a fact that it's irresponsible given the great base that football has there.

So I tend to focus and remain somewhat optimistic because I know that our fans love it, and I know that they dig it as much as I do. I don't tend to focus too much on tension. It seems to me that where we need to be, man, we need to get back to our love of the game. Our love of the game. That's it.

If we have to make decisions about getting a deal done, wouldn't you rather live in a world where our love of the game are the things that drove us to tell every fan in the next two or three weeks, hey, don't worry. Kickoff's going to be in August. That's where we need to be.

Q. I'd like to ask what your relationship is with the commissioner right now? Which owners do you have relationships with and the basis for those relationships?

DeMAURICE SMITH: You want dinner or what we ate? Hey, look, let me just stop you. I've got a great relationship with Roger. And without a good relationship between the two of us, I'm never going to characterize any other relationships with anybody else other than that.

I've got a firm understanding about what my job is. The folks on this stage, current and former players on this stage, two of them are former players that are now members of our Executive Committee for the first time in history. Why? I care a lot about the relationships of the players past, current and future.

Q. You've gone to Congress seeking some sort of remedy. What beyond photo ops and PR do you expect Congress to deliver?

DeMAURICE SMITH: In the 1960's Congress delivered something better than photo ops when they gave the National Football League an anti-trust exemption to merge those two leagues.

My guess is whether you talk to any of the owners back then or whether you talk to the commissioner back then, my guess is you'd probably think that the remedies that Congress gave were a little higher than a photo op.

When the government gives the National Football League a non-profit status, my guess is everybody on that side of the ledger thinks it's a little bit of a fur loge. When we talked to people in the community about the economic impact of the lockout. And we're sitting down with the Green Bay Packers number one shareholder and he tells us that his bar, his restaurant could go under in a lockout, you know what, he never really talked to me about a photo op.

So what we do, we go up and we talk to the people who know about the historical connection between the National Football League and the antitrust. We talk to people up there who frankly understand the impact of a lockout on this business and on our country.

So our goals when we go to talk up on the hill are the same goals we have when we talk to fans. Understand the impact that football has economically. Understand the impact football has on the lives of the people who watch the game and never take it for granted.

Q. What do you expect Congress to do about it?

DeMAURICE SMITH: Understand and know about the impact of football on our country other than that, that's our goal.

Q. It was reported you stated we are at war. Talk about that mindset. What made you come up with that quote, "We Are At War"? Now that the statement is out, how do you feel about the response from the people now with the current situation in the world and our country at war and overseas?

DeMAURICE SMITH: First, did you read the rest of the article? There were another 1900 words other than the first one. So my hope is that it's clear that I don't get paid by the word.

But second, hey, look, I'll let the players talk about that. When we get in our room and we talk about what's going to be expected of us as leaders, when we pretty much huddle around and have that locker room to talk about the business of football, I'm not sure that any of the guys that I continue to talk to shy away from blunt language. This is our business. This is what we do.

When we discuss the issues not only today but of yesterday, they have heard stories about how Boomer Esiason laid down in front of that bus. What do you think or how do you think he would characterize it? When they cut John Mackey and he lost his job. My question is he would be pretty blunt, if he could, about what the business of football means.

If you want to ask Alan Paige about the cost of standing up and being a leader for your players. Ask him about what he would believe or characterize what this is.

Look, our job is to get a CBA done as quickly as possible. A lot of that, if not all of that, depends on the leaders that you see here. There is not a day that I'm ever going to apologize for the leaders that we have. There is never going to be a day where I don't believe in the vision or leadership of the people that came before us. Make sense?

Q. I was wondering, you said you believe the league has taken steps for a lockout for a long time. Could you just review and rehash some of those steps that are most serious in your view?

DeMAURICE SMITH: Well, sure. Look, in 2007, their league lawyer and negotiations, a guy named Bob Batterman who was famous for locking out what sport? Hockey for a year. Mr. Batterman had never been a part of the football negotiations before that.

In 2007, therefore, you make the decision of who was going to lead, very, and execute your game plan. In 2007, long before I became the executive director, he became their quarterback.

So the question becomes what kind of game do they want to execute? What kind of game plan do they want to make sure unfolds? The next step is they proceed to push a case to the United States Supreme Court that was designed to do one thing. For the United States Supreme Court to rule that the National Football League was no longer subject to the anti-trust exemptions that our folks from Congress gave them in the mid '60s.

The next step is to take strategic actions all across the board. We moved into an uncapped year, when the players wanted to make sure we didn't get to an un-capped year. So when you look at all of those steps -- look, we aren't blessed with having a crystal ball.

But if you understand that your quarterback is someone who has led another sports league into a lockout, that you take legal steps to thwart our ability to protect ourselves in a court of law, if you make steps to go into an uncapped year where every team in the National Football League took \$10 million that normally would have gone to fund player benefits. Where the league has taken steps twice to remove the Federal judge who has supervised this case since 1993. I'm not sure you can look at any of those steps and not reach an independent conclusion about what the intent was.

That's where we are. When we stepped into this role 22 months ago, our job was simple. Let's get a deal done. We still want to get a fair deal done.

Q. Earlier you described NFL revenues as being at their apex. Does that mean you do feel they're at their highest point and will only go down from here?

DeMAURICE SMITH: No. I mean, look, how long you been covering football?

Q. Since about '95.

DeMAURICE SMITH: Okay. So if you look at the last 20 years of team values, let's strip away revenue. Let's strip away the amount of fans who are going to watch this game. Let's strip away how many people watched the draft. Let's strip away the love that our fans have of our game. Let's strip away the fact that in our own family we've had Redskins tickets for, as some fans would say, maybe too long, strip all that away. In 20 years the average value of an NFL team has increased 500%.

I'll ask the same question that I asked these guys last year. If any of you had an opportunity to invest in the

future of the National Football League, would you do it? Obviously, we don't believe that things are going down.

Q. You've talked about financial transparency. How should that happen? Are claims by NFL officials that you have had access to their books, are those true or are they not true?

KEVIN MAWAE: Look, we've always said in order for us to do a deal that makes sense and to justify why the owners are pushing us to a lockout, that they have to give us full financial transparency. One of their members told us that we have all the information we need, yet the other guy tells us that it's none of our business.

So we want to know which is it? Do we have all the information we need or is it none of our business? Because right now, we don't have the necessary information we feel like we need to get a deal done.

Q. Will you challenge the league's decision to let the owners go ahead and franchise tag players? And if so, what grounds do you think you have considering it appears they're afforded the luxury in the CBA?

DeMAURICE SMITH: Actually it's not. It appears that they're not so let's get that clear. We released a statement to all of the agents I believe about an hour ago if Richard's in the room. Advising them of our view of what the franchise tag means now and what it doesn't mean if we reach a lockout.

Our position is you can franchise anyone you want by whatever date you want. But if there is no CBA, the franchise tag would be meaningless.

Q. Wondering what your reaction was to Antonio Cromartie's comments about the negotiations? Do you worry at all that there are other players and free agents like him that feel the same way but just aren't saying it?

KEVIN MAWAE: I made a comment about his comments that he came out with. And my comment was that I don't recall him being at one CBA bargaining session or on one conference call with the board of reps.

He has very competent reps in the room, and Brandon Moore and Tony Richardson is one of my executive vice presidents. So he should and know the information out there.

Am I worried that more players will come out like that? Look, I represent 1900 active players and thousands of former players. We are a family.

I have four brothers. My brother and I fight all the time, we don't get along. But at the end of the day we're still family. With Cromartie, it's the same way. He might not understand all the issues. I understand that everybody's going to take different points of view, but at the end of the day, he's one of ours. I represent him just like I do all the others.

But there are always going to be some guys in your family that don't like what you're doing and don't understand what's going on and feel like they have a right to speak out, and they do. But we have strong leaders throughout our organization in the NFLPA and the NFL.

And you heard what the likes of Ray Lewis and guys like that said in response to Cromartie's comments. You know, Cromartie's a great player. He'll play for a long, long time, and he'll be one of the guys that benefit from this next CBA. I can promise you that.

Q. Is the players union collectively in favor of the rookie wage scale?

KEVIN MAWAE: The rookie wage scale or rookie wage system, whatever you want to call it, is an issue that the owners brought to us. In order to negotiate fairly we gave them a proposal that they flatly turned down. That proposal would have saved them nearly \$200 million per draft class over the course of the next CBA.

The only stipulation being that \$100 million would go to our former players, and the other \$100 million would be spent on proven players in the locker room. It was told to us by management that they wanted the money to go to proven veterans.

So when we asked for a guarantee that that 100% of the 100 million would go to the proven veterans, their exact words were we cannot guarantee that.

Q. There are some people who believe that the game will grow to be worth approximately \$20 billion a year. Do you agree with that?

DeMAURICE SMITH: Who said that it was?

Q. The league said that?

DeMAURICE SMITH: Well, hey, look, if there are folks from the league side who believe that revenue's going to grow to be \$20, \$25 billion, they've got a pretty good idea about how to grow revenue.

Once again, look at the arc of the growth in annual revenue over of the last ten years. Will it stay at the same rate of growth? I don't know. Am I willing to bet that it will continue to grow and hopefully exceed conservative revenue projections? Yes.

Q. Under that assumption, are you willing to make certain concessions, knowing that the game is going to grow or feeling that the game is going to grow, that would allow for them to eventually get some of the offsets that they're asking for?

DeMAURICE SMITH: What concessions do you think we should make?

Q. I'm not the person negotiating for you. I'm asking the question.

DeMAURICE SMITH: Well, first, you want to have an assumption that revenue's going to grow. Right now we get about 50% of all revenue. The only reason I point it out is every now and then on Yahoo, you say it's 60. It's wrong. It's 50.

So as we go forward, the first question that I would have is as revenue has continued to increase, as teams have continued to increase in value, as the game has grown beyond anyone's expectation of the last 20, 25 years, we have always maintained somewhere between that 50-50 split between owners and players.

If we are looking at a world where that split should be dramatically different in favor of the owners, our first question is why does that have to happen in order for revenue to continue to even increase?

If we believed that it did, if they had a willingness to show us how much teams make. That is an easy way to solve the problem. The question of how we grow this game where it is fair between owners and players is simply one of transparency. That's it. It's just transparency.

So a fair deal is not only one that has to be fair today, it has to be fair for the players tomorrow. A fair deal cannot only be fair today; it has to be fair to the people who made this game.

So we should be thinking about ways that we not only grow the game, but grow the game in a way that takes care of the players who made this game the success that it is. It has less to do with what you or anybody else believes are the necessary concessions. It has everything to do with how we understand and make sure that the deal is fair.

When we have a fair deal, I know that's a deal that's going to be lasting. That is a deal that our fans are going to dig. That is a deal that's going to be good for players of today and tomorrow and for the future.

Q. In the event of a lockout, if you guys do decertify, do you see it as being a lasting decertification or do you see yourselves reforming in some way, shape or form?

DeMAURICE SMITH: I don't have a crystal ball. And if I had one, it probably wouldn't work, so...

Q. I want to make sure I understood you. You said the players are only receiving 50% of the total football revenue right now?

DeMAURICE SMITH: Players receive approximately 50% of all revenue. Let's break it down. Sorry to bring everybody back to screeching and kicking into something called the collective bargaining agreement.

Players receive 50% of all revenue, 5-0. Total revenue under the National Football League's definition in the collective bargaining agreement, total revenue is all revenue minus the cost credits that are taken off the top.

Last year the credits off the top amounted to about \$1 billion off the top. Players get 60% of total revenue, but that is all revenue minus the billion off the top.

So when you look at the issue of all revenue from what everybody in here wants to believe and understand about how we recognize whether a deal is fair. What is the split of revenue between players and owners? 50.

The last thing I will say about that, since 2006, that sharing has decreased. So all we have ever wanted -- and I know Gene believed this as well -- is a deal that was fair. All we've ever wanted is a deal that is good for former, future, and current players.

I don't know how you get there without the type of financial transparency that ensures that your interests are shared, mutual and moving forward. Make sense?

Q. Is an 18-game season an official deal breaker for the union?

DeMAURICE SMITH: Any change in the season that increases the risk of injury, increases the risk of concussion, increases the risk of a long-term consequence from playing football has the potential to shorten careers and jeopardize the 3.4 average that players have right now without a guaranteed contract, anything that does that is something that is not in the interest or best interest of the players of the National Football League. And that is going to be our position.

Q. Is that what an 18 game season does?

DeMAURICE SMITH: Yes.

Q. You finished on that last point. I just want to follow up with the question before. Is it possible to get a deal done without anymore financial transparency?

DeMAURICE SMITH: Well, anything's possible. If they came to me and said, D, sign a bad deal, sure that's possible. My guess is they don't want me to sign a bad deal.

Our leadership doesn't want to have a bad deal. Our leadership does not want to have a deal that's unfair. Our leadership doesn't want to have a deal that would put us in a situation seven years from now where we're fighting the same battle again.

What our leadership has said and made abundantly clear is we want a deal that's fair. I know how to get to a fair deal. And the financial transparency, the sharing of mutual interests, being in a position where players and former players can grow with the game, why isn't that in everybody's best interest?

Q. At what point do you think the brand suffers? Is it at the first game, the fifth game, the seventh game lost? At what point? Have you done any models? Obviously it's going to affect business from Game 1 not happening. But at what point does a fan start to think, okay, I might not come back when it does come back?

KEVIN MAWAE: I'll answer that question from a very non-business standpoint. The fans are affected now. The fans are affected today. The fans were affected in 2008 when owners opted out of the deal that they signed in 2006, that is our stance and that's our view.

How will it financial effect the NFL and the brand and the shield? That's something that they need to worry about, because they're the ones that are going to lock the doors on us. That is something that they have to take into account and they have to measure.

Are they willing to lose the fan base, the financial part that would be coming in? Are they willing to lose that to get more already when the players are not asking for one other thing. That is what they need to answer.

Q. Are you confident that the rank and file members, the players who have only had three or four years to earn and play this game will stay united if this is a lengthy lockout?

JAY FEELY: I think we've done a great job of educating our players and the players understand what the past players have done to get to this point. They know you have to make a little sacrifice to get to the greater good. And I think players are committed to that.

Q. So often in union negotiations you have a situation, a cat and mouse game as the deadline approaches. Also the issue of who has more to lose, which side has more power and wants to exert that power? Can you talk to me about who you feel has more power as this deadline approaches? Who has more at stake in this situation right now? The players, the teams, who has more to lose?

DeMAURICE SMITH: That's an easy question. The people who have the most to lose are our fans. I've been blessed to live in a town that loves their football team. To be surrounded and grow up in a family that for good, for bad on Sunday afternoon we knew what we were going to be doing.

I don't believe that it is in the best interest of football for us, who cannot point to any economic harm from any team. There's been no indication that any team has lost a dime. No one has said profits are down. No one has said that we're on the verge of losing money. No one has said that we are in economic duress. No one has said that there's been a decrease, so there is going to be a decrease in the way which our fans love our game.

So I have a pretty clear view about who loses the most. The people who love our game. The people who want to watch two great teams like the Steelers and the Packers battle it out on Sundays. It seems to me that if we go around creating problems that aren't there, and the more that we appear to look that we can't solve our own problems to the extent that it betters the game for our former players and future players and current players, I've got a clear understanding about who loses.

We want to play. Our players want to play. For the people who play this game for 3.4 years, they know that every day we're away impacts their ability to play the game that they've wanted to play since they were boys.

So my hope is that we quickly get a deal done that we demonstrate that business in America can grow mutually so that nobody's a loser. That's where we need to be.

KEVIN MAWAE: I told you guys that I was going to deviate from standard operating procedures for those of you that have been over the years. Typically the president would come up and give his state of the union address and what has happened over the course of the last 365 days. I can sit here and pull out my talking notes and go point by point with what the talking notes are. I don't need them.

I've given you the message time and time again over the last six months, eight months, in the last year. I know in the bottom of my heart what my players deserve, and I know what my players want.

For me to sit here and keep beating home about 18 games, and 18%, and rookie salary structure, and off-season, and free agency and all that kind of stuff. All that is is redundancy, because you guys know the issue. We've been very clear about our message. We've been very on point, not just for myself and the guys on this stage, but every guy in the locker room. Mostly, with the exception of one or two.

But those of you that know me, those sports writers around here that have covered me, the players that I represent in board meetings, the directors, the people that work in the NFLPA office, they know that I don't need notes. What matters to our fans is what is in the heart.

Our fans love the game of football. Our fans want us to play. Our fans don't want to hear us whining about health coverage and free agency and what's going to happen. They don't care. They just want football on the field next year.

We as players want to play football, and I understand that. The biggest rush in my life is not the 16 years that I played on or the 241 games, it was the 241 times that I came through the tunnel, and 65,000 fans were there cheering for me and my teammates and my opponents. That is what the game's about. That is what the players understand the game is about.

You can strip the business away. You can take 22 guys and put them on the field in the middle of nowhere Texas and just have us on the field and we'll still go play the game because we love the game. The business is a benefit that we get from it.

It's unfortunate that we have a \$9 billion business with a bunch of owners that don't understand that. It's just about the business for them, and it's not. It's about the fans that come together as a community to draw together.

There are going to be a hundred thousand people in the stadium this weekend because they love the Pittsburgh Steelers, because they love the Green Bay Packers, because they love the Aaron Rodgers and the Max Starks of the world, the Charles Woodsons. They love the stars that sit on the stage, Deion Sanders, and Jim McFarland and Nolan Harrison.

That's what they come to watch. They don't come to watch the shield. They don't come to watch a logo. They come to watch their Stars perform so that they can be happy and draw together the community. That is what it's about.

All we ask for is financial transparency and justification and let us play. Thank you.

FastScripts by ASAP Sports end

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13 NFL Labor Dispute

14 DeMaurice Smith Press Statement

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1 DEMAURICE SMITH: As two business
 2 partners the most common fundamental principle
 3 between the two of us has to be one of trust. It
 4 has to be one of something that we can verify,
 5 something that we can believe as common business
 6 partners in any business.

7 I will tell you this. Any business
 8 where two partners don't trust each other, any
 9 business where one party says you need to do X, Y
 10 and Z because I told you is a business that is
 11 not only not run well, it is a business that can
 12 never be as successful as it can be.

13 Over the last 12 days, 14 days, uh,
 14 we've culminated a process that began two years
 15 ago. It actually began even before we met on May
 16 18th of 2009 where on behalf of every player of
 17 the National Football League I wrote to Roger
 18 Goodell and said, as we begin our negotiation
 19 process after you have opted out of this
 20 contract.

21 I call upon the National Football
 22 League to do one simple thing. Show us the
 23 financial justification for opting out of this
 24 deal. Meet us half way as your business partner
 25 and explain why you opted out of a deal where we

1 know that the business of football is hardy, we
 2 know that the viewership is up, we know that the
 3 love and the fervor for our game has not waned.
 4 Meet us half way and provide us with a
 5 justification for saying no to a new collective
 6 bargaining agreement.

7 What I didn't know on that day when I
 8 wrote that letter was at almost the same time I
 9 wrote that letter the management council and the
 10 leaders of the National Football League were
 11 meeting in secret to talk about how they game
 12 contracts to provide them with cash during a
 13 lockout.

14 So while the players were moving
 15 forward thinking that this was about fairness and
 16 honesty and transparency, the National Football
 17 League was meeting in secret to talk about
 18 collusion, conspiracy, leverage and breaking our
 19 union.

20 As we moved forward over those next two
 21 years not knowing what was going on behind closed
 22 doors we nonetheless did our best to engage in
 23 something called collective bargaining and good
 24 faith negotiation. Over the last 14 days we did
 25 our best to do those things.

1 The National Football League made a
 2 proposal to us starting off at asking for a
 3 billion dollars a year. And now with a great deal
 4 of fervor and pride almost they wanted to
 5 announce that our differences were only \$650
 6 million and wouldn't it be great thing if we just
 7 split the difference.

8 So today I'm sad for our fans, I'm sad
 9 for our players. But I'll tell you what, the last
 10 message to the owners of the National Football
 11 League didn't come from the Executive Director.
 12 It came from the Vice President of the Executive
 13 Committee, Jeff Saturday. The last word to the
 14 owners came from the Vice President named Brian
 15 Waters.

16 The men who sat across from the owners
 17 and did most of the talking today wasn't a lawyer
 18 from DC. It was players who risk everything every
 19 day for the game that they love.

20 So I'll tell you what, I know that we
 21 have a long ways to go. I know that, uh, perhaps,
 22 uh, the way people feel about football today is a
 23 little bit less than what they felt about
 24 football the day before. But I'm proud of the men
 25 who have devoted themselves to be leaders.

1 So it is with a great deal of humility
 2 and pride that I know that our forefathers, some
 3 of, uh, whom are no longer with us, guys like
 4 Reggie White, guys like Dave Duerson, I know that
 5 the forefathers who are still with us named
 6 McNeal and Nickerson and Powell, I know that
 7 those men would stand proud that today the legacy
 8 has been passed to guys named Brees and Manning
 9 and Vrable. And even that torch has been passed
 10 to a young Aggie who's decided to put his name on
 11 a lawsuit that is gonna represent not only the
 12 players of today but the players of tomorrow.

13 So I'll tell you what, we're gonna go
 14 back to work, we're gonna do our best to save
 15 football. But right now football is in good
 16 hands. It's in the hands of the people who love
 17 our game, it's in the hands of the people who
 18 play and it's in the hands of the fans who dig
 19 everything we do.

20 And on their behalf I'm sorry that
 21 we're here but we'll be back.

22 [END MEDIA]

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3 preceding transcript was created by one of its
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5 equipment and is a true and accurate record of
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8 worked was provided to us. We can make no
9 statement as to its authenticity.

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11 Attested to by:

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**ARTICLE LVII
MUTUAL RESERVATION OF RIGHTS:
LABOR EXEMPTION**

Section 1. Rights Under Law: Subject to the provisions of this Article, upon the expiration or termination of this Agreement, no Party (as defined in Article XVIII (Mutual Reservation of Rights; Labor Exemption), paragraph 1, of the Settlement Agreement) nor any member of the collective bargaining unit shall be deemed to have waived, by reason of the Settlement Agreement or this Agreement or the settlement and dismissal of other actions, or the entry into or effectuation of this 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 or the Settlement Agreement, the Parties shall be free to make any available argument that any provision or practice authorized by this Agreement or the Settlement Agreement is or is not then a violation of the antitrust laws, or is or is not then entitled to any labor exemption.

Section 2. Labor Exemption: In effectuation of this Agreement, the Parties agree that the labor exemption from the antitrust laws applies during the express term of this Agreement and to any conduct of the NFL and the NFLPA taken in accordance with the terms of this Agreement during its express term.

Section 3. CBA Expiration:

(a) Following the expiration of the express term of this Agreement, then, if the NFLPA is in existence as a union, the Parties agree that none of the Class Members (as defined in the Settlement Agreement) nor any player represented by the NFLPA shall be able to commence an action, or assert a claim, under the antitrust laws for conduct occurring, until either: (i) the Management Council and NFLPA have bargained to impasse; or (ii) six (6) 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) The Parties agree that, after the expiration of the express term of this Agreement, 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 the NFLPA on or after expiration of this Agreement, the NFL and its Clubs 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 NFLPA of its status as a collective bargaining representative is

Article LVII, Mutual Reservation of Rights: Labor Exemption

or would be a sham, pretext, ineffective, requires additional steps, or has not in fact occurred.

ARTICLE IV MISCELLANEOUS

Section 1. Endorsements: No Club may unreasonably refuse to permit a player to endorse a product. Notwithstanding the foregoing, and without affecting interpretation of the preceding sentence, no player will be permitted to be a party to any endorsement arrangement of any kind with a company whose brand name is prominently associated with the production, manufacture, or distribution of a substance that has been banned by the Policy and Procedure with respect to Anabolic Steroids and Related Substances. The Management Council and the NFLPA will agree each year on a list of such companies.

Section 2. Game Day Attire:

(a) Neither the NFL nor any of the Clubs may have any rule prohibiting or limiting the type of footwear or gloves which may be worn by players on the field, except to the extent such rules or limitations are agreed to by the NFLPA.

(b) On game days, prior to the game and continuing until 90 minutes after the whistle ending each game (pre-season or regular season), players will be prohibited from wearing, displaying, or orally promoting equipment, apparel, or other items that carry commercial names or logos of companies in any televised interview on Club premises, unless such commercial identification has been approved in advance by the League office.

(c) Notwithstanding Subsection (b) above, players will be permitted to wear apparel bearing the logo "Players Inc" and/or the logo "NFLPA" during televised interviews in the locker room following pre-season and regular season games, provided that such apparel does not display the names, logos, or other identifying marks of any other entity or product that is licensed by or associated with Players Inc or the NFLPA, including, but not limited to, the manufacturer of the apparel or any sponsor or licensee of Players Inc, the NFLPA, or any individual player.

(d) The provisions in Subsection (b)-(c) above, shall not be used or referred to in any dispute between the parties over prohibition by the League and/or any Club of the wearing of unapproved commercial items in circumstances other than as expressly addressed in Subsections (b)-(c).

Section 3. Appearances: No Club may unreasonably require a player to appear on radio or television.

Section 4. Promotion: The NFLPA will use its best efforts to ensure that the players cooperate with the Clubs and the news media in reasonable promotional activities on behalf of the Clubs and the NFL.

Section 5. Deduction: The involuntary deduction of amounts from any

compensation due to a player for the purpose of compensating any Club personnel is prohibited.

Section 6. Public Statements: The NFLPA and the Management Council agree that each will use its best efforts to curtail public comments by Club personnel or players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club, a player, or any other person involved in the operation of a Club, the NFL, the Management Council, or the NFLPA.

Section 7. Address: The Management Council will furnish upon request to the NFLPA whatever address and telephone lists that Clubs have covering all players who are under contract to the Clubs as of October 1 for in-season information, and under contract to the Club as of January 1 for off-season information. The Management Council will not divulge player telephone numbers to the media or the public. As of the first pre-season cut-down date, the Management Council will provide to the NFLPA employment dates for all players who are then under contract to the Clubs.

Section 8. NFLPA Tickets: Two (2) complimentary tickets will be made available to the NFLPA to permit attendance at each regularly scheduled League game by authorized NFLPA representatives. All Clubs will make their best efforts to make available two (2) additional tickets to the NFLPA for purchase. The NFLPA will provide a list of authorized persons to the Management Council. The NFLPA must notify the home Club of its desire to attend such a game at least three (3) days prior to the date of the game. NFLPA representatives must possess appropriate identification.

Section 9. Player Tickets: Two (2) complimentary tickets will be made available to each player for each home game of his Club. Each player will be afforded the opportunity to purchase two (2) tickets for each away game of his Club from the best tickets available for public sale immediately prior to the public sale for each game. Each Club will provide players with the opportunity to purchase two (2) tickets to the Super Bowl game each year, subject to reasonable safeguards to avoid scalping of the tickets.

Section 10. Tests: No psychological or personality tests will be given to any player after he signs his first contract with an NFL Club. An Unrestricted Free Agent may agree to take a psychological or personality test if so requested by a Club interested in his services. A player is entitled to review the results of his psychological or personality tests upon request.

Section 11. League Security: A player will have the right, if he so requests, to have an NFLPA representative present during an interview by any representative of NFL Security if the player has a reasonable basis for believing

that Commissioner discipline might result from the interview.

Section 12. Career Planning Program: The parties will use best efforts to establish an in-depth, comprehensive Career Planning Program. The purpose of the program will be to help players enhance their career in the NFL and make a smooth transition to a second career. The program will also provide information to players on handling their personal finances, it being understood that players shall be solely responsible for their personal finances.

Section 13. Delivery of Documents: The NFL, its Clubs, the Management Council, and the NFLPA shall, upon request therefore by any party hereto, execute and deliver such further documents and instruments and take such further steps as are reasonably necessary and appropriate to implement and effectuate the purposes of this Agreement.

Section 14. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, executors, administrators, representatives, agents, successors and assigns and any corporation into or with which any corporate party hereto may merge or consolidate.

Section 15. Authorization: The Management Council represents that it has been duly authorized to enter into and to execute this Agreement on behalf of itself and its members. The NFLPA hereby represents that it has been duly authorized to execute this Agreement on behalf of its members.

Section 16. Headings: The headings in this Agreement are solely for the convenience of the attorneys for the parties, and shall not be deemed part of, or considered in construing or interpreting this Agreement.

Section 17. Time Periods: The specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.

Section 18. Exhibits: All of the Exhibits hereto are an integral part of this Agreement and of the agreement of the parties thereto.

Section 19. Parol Evidence: The parties shall not, in any proceeding or otherwise, use or refer to any parol evidence with regard to the interpretation or meaning of Articles I, XIV, XVI-XXI, XXIV-XXX, XXXVIII-A, XXXVIII-B, and LVI-LVIII of this Agreement. None of the Articles of this Agreement may be changed, altered or amended other than by a written agreement.

Section 20. Prior Side Letters: Except to the extent inconsistent with this

Article LV, Miscellaneous

Agreement or superseded by a new side letter executed by the Parties after the date of this Agreement, all interpretative side letters executed prior to the date of this Agreement shall remain in full force and effect.