

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

-----X  
REGGIE WHITE, et al., :  
 :  
 : Plaintiffs, : Civil Action  
 : : No. 4-92-906  
 : v. :  
 : :  
 : NATIONAL FOOTBALL LEAGUE, et al., : Judge Doty  
 : :  
 : Defendants. :  
 :  
-----X

STIPULATION AND SETTLEMENT AGREEMENT

As Amended

May 6, 1993

**XXVI. TERMINATION PRIOR TO EXPIRATION DATE**

1. In the event that this Agreement does not receive Court Approval or is invalidated by any appellate court prior to September 1, 1993:

(a) this Action and the Related Litigation shall be reinstated to the status quo ante that existed in such actions prior to January 6, 1993;

(b) all pending motions in White and McNeil shall be decided by the Court; and

(c) with respect to all Player Contracts entered into by Unrestricted Free Agents during the period from March 1 to the date of such disapproval, and by Restricted Free Agents during the period from March 1 to the date of such disapproval:

(i) any Club that had rights to the services of any such player on January 31, 1993 shall have the right to assume any such Player Contract by notice to the player, the New Club, Class Counsel, and any Players Union, within ten days of the date of such disapproval, and in such event such Prior Club shall have the same rights to the services of such player that the New Club would have had under such Player Contract; and

(ii) within twenty days of the date of such disapproval, any such player shall have the right to void any such Player Contract, whether such contract was assumed by the Old Club or not, by notice to the Old Club or New Club, which clubs shall notify Class Counsel and any Players Union of such election as soon as possible but in no event no later than one day after receiving such notice (in the event the player voids such Player Contract, the player shall return to the Team any compensation received thereunder); and any such player shall have such further relief as determined by the Court pursuant to the pending motions in White and McNeil.

(iii) in the event that a player voids a Player Contract pursuant to subparagraphs (c)(ii) above, such player shall not be entitled to assert any claim covered by the releases and covenants not to sue set forth in Article XIX (Releases and Covenants Not to Sue) that arise out of such Player Contract after the date of such election; and

(iv) in the event that a player elects not to void a Player Contract pursuant to subparagraph (c)(ii) above, such player shall not be entitled to assert any claim covered by the releases and covenants not to sue

set forth in Article XIX (Releases and Covenants Not to Sue) that arise out of such Player Contract.

2. In the event that this Agreement receives Court Approval but such approval is invalidated by any appellate court on or after September 1, 1993:

(a) this Action and the Related Litigations shall be reinstated to the status quo ante that existed in such actions prior to January 6, 1993;

(b) all Player Contracts entered into prior to such date of such disapproval shall remain in full force and effect and shall be binding on all Parties;

(c) a player with a Player Contract referred to in subparagraph (b) above shall not be entitled to assert any claim covered by the releases and covenants not to sue set forth in Article XIX (Releases And Covenants Not to Sue) that arises out of such Player Contract, for conduct prior to such disapproval consistent with the express terms of this Agreement.

3. (a) If at any time after Court Approval during the term of this Agreement, any provision of the Agreement is enjoined, declared null and void, rendered unenforceable or otherwise invalidated by a court of

competent jurisdiction, and such court's order having become final and all appeals through the Court of Appeals having been exhausted, the provision in question shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(b) Notwithstanding anything in subparagraph (a) above, either the NFL or Class Counsel shall have the right to terminate this Agreement if one or more of the following provisions is rendered invalid, null and void, as unenforceable: (1) Articles IV, VII, X-XIV, XVIII, XIX, and XXIV, or (2) the provisions relating to the maintenance of a mandatory settlement class under Rule 23(b)(1). If either the NFL or Class Counsel wishes to exercise its option to terminate, it may do so by serving upon the other parties written notice of termination within 30 days of the date of such determination and any appeals relating thereto.

4. If at any time the conditions of Article XIV (Enforcement of Anti-Collusion Provisions), subparagraph 12(a), (b) or (c) are satisfied, Class Counsel shall have the right to terminate this Agreement. To execute such a termination, Class Counsel shall serve upon the NFL written notice of termination within thirty days after the Special Master's report finding the requisite conditions becomes

final and any appeals therefrom to the District Court have been exhausted. The Parties agree, however, that such termination shall be stayed if any Party appeals such finding to the Court of Appeals. All Parties agree to seek and accept expedited review in any appeal of a collusion determination, with all the procedural limitations thereof. Thirty days after any expedited review by the Court of Appeals, and in the absence of a stay by the U.S. Supreme Court within ten days thereof, the termination shall be effective, unless the Parties agree otherwise. The Parties shall confer in person or by telephone during the thirty day period to attempt to resolve the dispute.

5. In effectuation of this Agreement, in the event that a majority of NFL players have not decided to be represented by a Players Union or a CBA is not executed by the time of Court Approval, Defendants shall have the option to terminate this Agreement and the parties will return to the status quo prior to this Agreement, under the same terms and conditions as if Court Approval had been denied at such time.

6. If this Agreement is terminated after the Closing Date, the following rules apply:

(a) the waivers, covenants not to sue, and releases of claims for past injuries from August 31, 1987 through the end of the 1992 League Year set forth in Article XIX (Releases and Covenants Not To Sue) shall remain in effect, and all settlement payments shall continue to be paid pursuant to Article XII (Settlement Payments) notwithstanding such termination, except that the \$115,000,000 in payments for Class Members shall be proportionately reduced by the fraction of terminated League Years set forth in Article XXV (Term of Agreement), divided by seven;

(b) Class Counsel, the Players Association, any Players Union, and all Class Members may not assert any claim against Defendants for any conduct engaged in prior to such termination that was pursuant to and in compliance with this Agreement; however, nothing in this Agreement shall preclude or limit the right of Class Counsel, the Players Association, any Players Union, or any player to commence any new action with respect to any claims arising after such termination or against any conduct or threatened conduct of Defendants after termination;

(c) all Player Contracts that were entered into prior to such termination pursuant to the terms of this



Agreement, and all assignments of such contracts, shall be deemed to be valid and enforceable, notwithstanding the termination of this Agreement; and

(d) this Action shall be maintained solely for the purpose of enforcing claims of violations of this Agreement arising prior to its termination.

7. Any failure of the NFL, Class Counsel or any Players Union to exercise its right to terminate this Agreement with respect to any League Year in accordance with this Article shall not be deemed a waiver of or in any way impair or prejudice any right of any such party, if any, to terminate this Agreement in accordance with this Article with respect to any succeeding League Year.

8. In the event that a CBA is not ratified by the membership of the National Football League Players Association ("NFLPA") pursuant to the NFLPA's Constitution and By-Laws, Defendants shall have the option to terminate this Agreement. The Defendants may exercise such option to terminate between December 1, 1993 and December 10, 1993 but such termination will not take effect until February 19, 1994. The NFLPA shall use its best efforts to complete the ratification process within forty-five (45) days after a CBA is signed and will inform the Defendants, in writing, of the

results of any ratification proceedings within five (5) days after the results are known.

9. In no event shall any of the funds specified to be paid pursuant to Article XII (Settlement Payments) be distributed from the Fund until the CBA has been ratified. If Defendants exercise their option to terminate this Agreement in accordance with these provisions, all monies in the Fund, including accrued interest and investment earnings but less expenses and fee of the Receiving Agent, shall be returned to Defendants within three (3) business days after such option is exercised.

10. In the event ratification of the CBA has been rejected and the Defendants terminate this Agreement, the Parties will return to the status quo existing prior to the execution of this Agreement under the same terms and conditions, as if Court Approval had been invalidated pursuant to paragraph two (2) of this Article.

#### **XXVII. GOVERNING LAW**

To the extent that federal law does not govern the implementation of this Agreement or of the Final Consent Judgment, this Agreement and the Final Consent Judgment