

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

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REGGIE WHITE, et al., :
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 Plaintiffs, :
 :
 v. : DECLARATION OF
 : EUGENE UPSHAW
 :
 NATIONAL FOOTBALL LEAGUE, et al., : Civil Action
 : No. 4-92-906
 :
 Defendants. :
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Eugene Upshaw hereby declares under penalty of perjury, as follows:

1. I am Executive Director of the National Football League Players Association (the "NFLPA"), and have served in that capacity since 1983. I am personally familiar with the details of the Settlement Agreement in the White class action and the negotiations leading to that settlement, and to the extension of the settlement that was made last year. I submit this declaration in opposition to the motion of the defendants in this class action -- the National Football League ("NFL") and its member clubs -- to terminate this Court's jurisdiction to enforce the Settlement Agreement.

2. In 1993, after the White Settlement Agreement was negotiated but before this Court approved it, I had the opportunity to speak with literally

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hundreds of NFL players, who are members of the class, about the proposed settlement. Under my direction, NFLPA staff members had meetings with most of the players in the NFL where they explained the details of, and answered players' questions concerning, the proposed settlement. I also personally had dozens of phone calls with additional players, who are members of the class in this action, about the proposed settlement.

3. After talking with and relaying reports on the views of the players, I urged this Court to approve the Settlement Agreement. I submitted affidavits urging that the settlement be approved, and testified in support of the settlement at the fairness hearing conducted by this Court.

4. Continuing court supervision over the terms of the Settlement Agreement was critical to the players' support of the proposed settlement. In my conversations with players, it was always crucial to me -- and it was often a subject raised by the players -- that this Court would be available to enforce the settlement against the owners. Otherwise, I would never have recommended the settlement to the players or this Court.

5. I understand that the NFL owners are now contending that this Court is no longer needed to ensure that the Settlement Agreement is enforced, because the players and the owners have a better relationship than they did in 1993. My experience with the relationship over the past four years tells me that the exact

opposite is true. The parties have brought only a few disputes to the Court since the Settlement Agreement went into force. However, there have been many, many more disputes between the players and the owners that the parties were able to work out, only because both sides knew that the Court would always be there to enforce the terms of the Settlement Agreement.

6. The necessity of court review to protect the interests of the players who make up the White class is evident from the NFLPA's hard experience with the NFL owners. After the Mackey case in the 1970's, the NFLPA tried, but failed, to get court supervision over the new player movement system, because the Court indicated that the parties did not need it and the agreement had been entered into in good faith. As a result, in the years that followed, leading up to the 1987 strike, the NFLPA hardly ever reached peaceful agreements with the NFL because the owners knew that the players had no recourse before someone who was truly independent. The owners knew that CBA arbitrators don't have the same independence as a court because they are hired by the parties and can lose their job if one or both of the parties get upset with their decisions. Without someone truly independent to enforce the terms of the deal, the owners were rarely willing to compromise whenever a dispute arose, and they didn't hesitate to violate the CBA when they thought they could get away with it.

7. I had the above experience clearly in mind when I was reviewing the White settlement to determine if I could support it. With NFL players obtaining significant free agency for the first time in our lives, my concern was very much that there be ongoing court supervision to enforce the agreement and prevent collusion by the owners. I would never have recommended the settlement if enforcement of the agreement was going to be left in the hands of a labor arbitrator hired, in part, by the owners.

8. I understand that one of the reasons the NFL owners give for arguing that this Court is no longer needed is the post-settlement vote of the players to convert the NFLPA back into a labor union. The only reason I agreed to recommend that the NFLPA be converted from a trade association back into a union, however, is because the owners demanded that as a condition for the Settlement Agreement, but also agreed to a provision that, at the end of the settlement, a majority of players could indicate their desire to terminate the union and the owners couldn't then use against the players the existence of the union during the term of the Settlement Agreement. Settlement Agreement, Article XVIII, Paragraph 5(b). I would never have recommended that the players reform the NFLPA as a union in 1993, shortly after the White Settlement Agreement had been agreed to, and agreed to a Collective Bargaining Agreement with the NFL owners, if the union could be used to hurt the players. Indeed, if that were the result, I would not hesitate to recommend

that the players immediately decertify the NFLPA as their collective bargaining representative.

9. The timing of this motion by the owners is also very troubling. It was only last year -- after the Supreme Court's decision in Brown -- that the owners and the players agreed to extend the terms of the Settlement Agreement and the CBA into the next century. At no time in those extensive negotiations did I ever hear any suggestion from the owners that the jurisdiction of this Court to enforce the settlement be terminated. I would never have agreed to an extension of the CBA -- and would never have agreed to recommend a corresponding extension of the White Settlement Agreement -- if the extension had been proposed without the continued availability of this Court to ensure that the owners live up to their part of the deal.

10. Finally, it is very important that the players know the outcome of this motion no later than December 1, 1997. Under the terms of the Settlement Agreement extension, the NFLPA and Class Counsel must give notice to the owners by that date if they wish to cancel the second year's extension of the Settlement Agreement and CBA, into the 2001 League Year. The availability of this Court to ensure that the terms of the Settlement Agreement are followed is so important that

the NFLPA will not likely agree to the extension if there is no continued court supervision over the terms of the Settlement Agreement.

Dated: August 25, 1997


EUGENE UPSHAW