

# **EXHIBIT 4**

KEN LAFFIN, DAVID WANTA, AND  
REBECCA BURGWIN, Individually and  
on Behalf of All Others Similarly Situated,

Plaintiff,

v.

NATIONAL FOOTBALL LEAGUE,  
COWBOYS STADIUM, G.P., LLC,  
COWBOYS STADIUM, L.P., DALLAS  
COWBOYS FOOTBALL CLUB, LTD.,  
AND JWJ CORPORATION,

Defendants.

IN THE DISTRICT COURT OF



DALLAS COUNTY, TEXAS

192nd JUDICIAL DISTRICT

**PLAINTIFFS' APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND  
TEMPORARY INJUNCTION AND MOTION FOR EXPEDITED DISCOVERY**

Plaintiffs Ken Laffin, David Wanta, and Rebecca Burgwin, individually and on behalf of all others similarly situated, (collectively, the "Plaintiffs") respectfully request that the Court immediately enter a temporary restraining order and, upon notice and hearing, a temporary injunction, preventing the Defendants and all of those acting in concert with them from engaging in any communication with the putative class calculated to reduce class participation and obstruct this Court in the discharge of its duty to protect the absent class members. Under established Texas law, this Court "is the guardian of the class it certifies, and may take necessary actions to 'police' the conduct of the proceedings before it, contrary to the detached role a court plays in ordinary civil proceedings." *H&R Block, Inc. v. Haese*, 82 S.W.3d 331, 335 (Tex. App.—Corpus Christi 2002, pet. denied) (citations omitted). The Defendants—particularly the NFL and its commissioner, Roger Goodell—have actively engaged in direct communications with the putative class members with the express purpose of interfering with this action. *See*

*Email from Claire Graff Communications Co-Ordinator for the National Football League* attached to the Branham Aff. as Exhibit A. Those actions are improper under Texas law, and Plaintiffs request that this Court put a stop to it. *See H&R Block*, 82 S.W.2d at 335 (“A trial court is vested with all powers to take any action necessary to protect the integrity of a pending class action if it learns some party or counsel is improperly attempting to interfere with the orderly conduct of the action.”) (citations omitted). This application is supported by the affidavit of Charles W. Branham, III.

### FACTS

1. This is a case brought by individuals who were wrongly deprived of the right to participate in what promised to be a great event, Super Bowl XLV (the “Super Bowl”). These individuals, who all acquired tickets to the game and who all relied on the fact that there would be reserved seats for them at Cowboys’ Stadium, were all damaged by the Defendants’ misrepresentations, omissions, and concealment of the cruel truth, which was that they had been sold tickets for seats that did not exist at the time and that were never to be had. The Defendants knew (or should have known) that these fans had bought tickets for seats that did not exist, but the Defendants concealed those material facts from the Plaintiffs, causing damages far beyond mere disappointment, but encompassing financial losses and consequential damages.

2. According to an NFL executive vice president, the NFL realized a week before the Super Bowl that the absence of guard rails on stairways leading to the seats identified in the tickets could result in Plaintiffs being unable to sit in the seats identified in those tickets. However, the NFL (and the other Defendants) did nothing to advise the Plaintiffs of their plight.

3. As discussed in press accounts and documents made available by the City of Arlington, the Defendants (particularly CSLP, CSGP, and JWJ—the Defendants affiliated with

the Dallas Cowboys organization) knew or should have known that there were problems with the phantom seats long before the Super Bowl game. However, CSLP, CSGP, and JWJ were all interested in maximizing their revenue and achieving record attendance levels for the first Super Bowl held at the new Stadium. They remained silent and complicit in the NFL's malfeasance.

4. The Plaintiffs filed this action, seeking relief for the Defendants' malfeasance. The Defendants have publicly admitted that they are responsible for what has been characterized as a "Super Bowl Debacle." However, in an effort to upset the class and interfere with this Court's orderly administration of the action, the Defendants have engaged in a campaign to discourage members of the putative class from participating in and enforcing their rights. The NFL has not only engaged in coercive, direct communications with the ticket holders, but it has directly attacked this action. NFL executive V.P. of Business Ventures and Chief Financial Officer Eric Grubman has stated, in part:

"Frankly, I'm not surprised at the litigation. But it's not going to change the fact that we think we need to talk to our fans, tell them we're sorry, and we need to try to make this better, and not let it happen again. I do wish people who were filing the lawsuits and the lawyers who are getting so focused on this, I wish they would work on something like world peace because I think we need to keep this in perspective. Over one hundred and sixty million people watched that game. It was a great game. Two fabulous football teams fought it out and one of them won, and it was just a thrill and it was exciting, and over a 100,000 people came to that stadium, so if you look at the defect rate its pretty small, and the NFL strives for 100 percent and that's why we are doing this because we didn't provide a great experience to 100 percent of the fans, but keeping a little perspective is probably what I wish the lawyers would do."

5. Notwithstanding their knowledge that many individual ticket holders are represented and pursuing a class action, the Defendants (predominantly the NFL) have made successive communications to the ticket holders in an effort to interfere with their ability to

obtain legal counsel and advice, and they have undertaken this conduct in an effort to disrupt these class action proceedings.

6. The NFL has had contact with unnamed class members in order to, among things:
  - (a) Solicit unnamed class members to effectively “opt-out” of participating in the class action;
  - (b) Solicit unnamed class members to release and waive their claims against the Defendants without fully disclosing the unnamed class members’ legal rights and remedies, and the existence of the pending class action;
  - (c) Request factual information from unnamed class members to be turned over to Defendants;
  - (d) Request information from certain unnamed class members about their knowledge of the class action; and
  - (e) Discourage unnamed class members from participating in the class action through disparaging comments about the lawsuit and the lawyers who filed it.

7. As part of their efforts to coerce unnamed class members to waive their claims without knowing their full legal rights and remedies, the NFL has been pressuring unnamed class members to resolve their claims immediately and sign a waiver and release. The NFL has also stated that unnamed class members must agree to waive their claims by March 1, 2011.

### **ARGUMENT AND AUTHORITIES**

8. The NFL’s pre-certification communications with unnamed class members made with the intent to interfere with this case and the efficacy of the class action process are improper and may be prohibited by court order. *Monsanto Co. v. Davis*, 25 S.W. 3d 773, 786 (Tex. App.—Waco 2000, pet. for rev. dism’d w.o.j.) (citing *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101-02, 101 S. Ct. 2193, 2200-01, 68 L.Ed.2d 693 (1981); *Hampton Hardware, Inc. v. Cotter & Company, Inc.*, 156 F.R.D. 630, 632 (N.D. Tex. 1994); *Kleiner v. First Nat’l Bank*, 751 F. 2d 1193, 1202-

03 (11<sup>th</sup> Cir. 1985); *Burrell v. Crown Central Petroleum, Inc.*, 176 F.R.D 239, 243 (E.D. Tex.1997).

9. Plaintiffs request that the Court maintain the status quo and prevent Defendants from engaging in these improper communications and from improperly obtaining releases from unnamed class members who are not aware of their full legal rights.

10. Plaintiff's Application for a Temporary Restraining Order is authorized by Section 65.011(2) of the Texas Civil Practice and Remedies Code which states:

A writ of injunction may be granted if a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual.

11. Texas courts recognize that a defendant's communication with the putative members of the class present inherent dangers to the efficacy of the class action procedure. *Monsanto*, 25 S.W.3d at 786. The *Monsanto* court found that a trial court has the authority to regulate this conduct.

12. Moreover, "a trial court is the guardian of the class it certifies, and may take necessary actions to "police" the conduct of the proceedings before it, contrary to the detached role a court plays in ordinary civil proceedings." *H&R Block, Inc. v. Haese*, 82 S.W.3d 331, 335 (Tex. App.—Corpus Christi 2000, pet. denied); *see also In re Benjamin L. Hall and City of Mercedes*, 972 S.W.2d 793, 795 (Tex. Civ. App.—Corpus Christi, 1998, orig. proceeding), *reh'g granted in part modifying prior order on other grounds*, 1998 No. 13-97-917-CV, 1998 Lexis 4257 (Tex. Civ. App.—Corpus Christi, July 16, 1998) (unpublished) (citing *General Motors Corp. v. Bloyed*, 916 S.W.2d 949, 955 (Tex.1996)); *see Intratex Gas Co. v. Beeson*, 22 S.W.3d 398, 406-08 (Tex. 2000) (trial court has discretion with regard to class certification, and with

regard to its responsibility to manage class action and to respond to changes in development of case). “A trial court is vested with all powers to take any action necessary to protect the integrity of a pending class action if it learns some party or counsel is improperly attempting to interfere with the orderly conduct of the action.” *Id.*; see also TEX. GOV'T CODE ANN. § 21.001(a), (b) (Vernon Supp.2000) (court has all powers necessary for exercise of jurisdiction and enforcement of lawful orders, including authority to issue writs and orders necessary or proper in aid of jurisdiction, and court shall require proceedings be conducted with dignity and in orderly and expeditious manner and control proceedings so justice is done).

**B. Defendants' *Ex Parte* Communications With Unnamed Class Members Are Improper.**

13. Before a class is certified in a class action, counsel for both plaintiffs and defendants may communicate with the putative class, *ex parte*, about the lawsuit. *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 99-100, 101 S. Ct. 2193, 68 L.Ed.2d 693 (1981). However, “[b]ecause of the potential for abuse [in the class action context], a district court has both the duty and the broad authority to exercise control over a class action and to enter appropriate orders governing the conduct of counsel and parties.” *Id.*

14. “Courts applying the *Gulf Oil* standard have found that *ex parte* communications soliciting opt-outs, or even simply discouraging participation in a case, undermine the purposes of [class action rules] and require curative action by the court.” *Guifu Li v. A Perfect Day Franchise, Inc.*, 270 F.R.D. 509, 517 (N.D. Cal. 2010) (citing *Kleiner*, 751 F.2d at 1202-03). The *Kleiner* court noted that “[w]hen confronted with claims pressed by a plaintiff class, it is obviously in defendants’ interest to diminish the size of the class and thus the range of potential liability by soliciting exclusion requests ... [s]uch conduct reduces the effectiveness of the [ ] class action[s] for no reason except to undermine the purposes of the rule.” *Id.*

15. Here, Plaintiffs' counsel has been informed, and the media is rife with reports, that Defendants have been engaging in multiple efforts in an attempt to discourage participation in this class action lawsuit.

16. The types of communication in this case have been held to be improper in other cases. *See, e.g., Hampton Hardware, Inc.*, 156 F.R.D. at 623 (letters from defendants to unnamed class members constitute misleading communications justifying court intervention: "Regardless of the stated purpose of the letters—a routine dissemination of information to members—any common sense reading of them reveals that they are an attempt to prevent member participation in the class action.").

#### **MOTION FOR EXPEDITED DISCOVERY**

17. Plaintiffs respectfully request that the Court enter an order allowing Plaintiffs to immediately propound a limited set of up to five requests for production or inspection pursuant to Rule 196 of the Texas Rules of Civil Procedure.

18. Plaintiffs seek the production of the following documents in connection with the expedited discovery sought:

(a) All statements made by or on behalf of Defendants relating to the admission of responsibility for the matters made the basis of this Action;

(b) All documents identifying putative class members and constituting communications with the putative class members as set forth in Plaintiffs' First Amended Class Action Petition including all documents, offers, and agreements sent to the putative class members;

(c) All documents identifying putative class members who purport to have accepted any offer from the NFL or any of the Defendants;

(d) Any waiver and release agreements between the Defendants and any member of the putative class;



19. Plaintiffs request that the Court order Defendants to serve responses to these requests and exchange responsive documents and tangible things within three calendar days after the Court's entry of an order granting this Motion.

20. Plaintiffs also request that the Court order that Plaintiffs be entitled to depose a corporate representative of the NFL and all other Defendants who is knowledgeable about the communications with members of the putative class for purposes of the injunctive proceedings upon five calendar days' notice, and that such depositions shall occur no later than three business days prior to the date upon which the Court holds a hearing on Plaintiffs' Request for Temporary Injunction.

21. In light of the circumstances of this case, the aforementioned shortened discovery periods are appropriate under the Texas Rules of Civil Procedure. Rule 191.1 of the Texas Rules of Civil Procedure provides that "the procedures and limitations set forth in the rules pertaining to discovery can be modified in any suit...by court order for good cause." TEX. R. CIV. P. 191.1; *see also* TEX. R. CIV. P. 196.3 ("responding party must produce the requested documents... at either the time and place requested or the time and place stated in the response, unless otherwise... *ordered by the court.*") (emphasis added).

22. Moreover, Texas courts have permitted expedited discovery in similar circumstances. *See Aubin v. Territorial Mortgage Co. of Am.*, 640 S.W.2d 737, 739 (Tex. App.—Houston [14th Dist.] 1982, no writ) (expedited discovery schedule ordered after ex parte hearing on temporary restraining order); *Haber Oil Co. v. Stanley Swabbing & Well Serv., Inc.*, 741 S.W.2d 611, 612 (Tex. Civ. App.—Beaumont 1987, no writ) (expedited discovery ordered within three days of service of suit on sworn account on defendant).

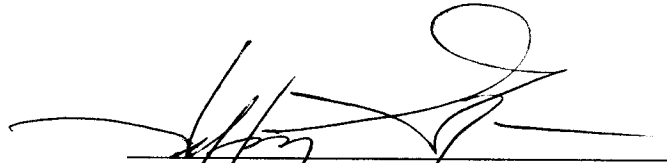
23. Due to the nature of Plaintiffs' claims and the relief requested by Plaintiffs, good cause exists in this case exists for shortening the time periods for the limited discovery currently requested. Accordingly, Plaintiffs respectfully request that the Court allow discovery to proceed at a pace tailored to the expedited nature of this dispute.

**PRAYER FOR RELIEF**

24. Plaintiffs respectfully request that this Court temporarily restrain the NFL, other Defendants, and all of their employees, agents, and those acting in concert with them, from contacting, communicating, or otherwise soliciting any of the putative class members to accept any or all of its offers or any other offers that the NFL may make to the putative class without first obtaining leave of court. Plaintiffs respectfully request an order granting expedited discovery, including the discovery requested in this motion. Plaintiffs respectfully request that, after notice and a hearing, the Court enter a Temporary Injunction that continues the relief requested through the date of trial in this case, and that grants all other relief deemed just and proper by the Court.

Dated: February 18, 2011.

Respectfully submitted,



JEFFREY GOLDFARB  
State Bar No. 00793820  
CHARLES W. BRANHAM, III  
State Bar No. 24012323  
HAMILTON LINDLEY  
State Bar No. 24044838  
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**CERTIFICATION PURSUANT TO LOCAL RULE 2.02**

I hereby certify that the Defendants have not yet appeared in this action by counsel. However, the undersigned certifies that a copy of the application and proposed temporary restraining order have been provided to Jay Bauman, in house counsel for Defendant NFL, and to Levi McCathern, an attorney who has advised me that he represents the Dallas Cowboys organization, at least two hours before the application and proposed order are to be presented to the Court for decision.



JEFFREY GOLDFARB



3. I am an attorney duly licensed to practice law in the State of Texas. I am currently a partner with the law firm of Goldfarb Branham LLP. I have been licensed to practice law in the state of Texas since November 1999.

4. Goldfarb Branham, LLP represents the named plaintiffs in this action, who seek to represent other unnamed putative class members in this litigation.

5. Defendant National Football League, (the "NFL") has and continues to contact members of the putative classes as those classes are set forth in Plaintiffs' First Amended Class Action Complaint. The communications are express attempts to solicit members of the putative class to opt-out of a class action, waive rights, and release the NFL without fully and fairly disclosing the totality of the legal rights and remedies available to class members. *See* Email from Clare Graff, National Football League, attached as Exhibit A. In this email, Ms. Graff admits that Roger Goodell, Commissioner of the National Football League, has been speaking directly to class members. *Id.*

6. In an effort to persuade putative class members to waive their claims, the NFL is informing class members that they must decide to accept an offer by March 1, 2011. *See* "Superbowl Snafu drags on for 3 local fans," Sheboyganpress.com, Feb. 17, 2011 attached as Exhibit B.

7. As part of its apparent effort to discourage putative class members from participating in this action, the NFL has openly and publicly attacked the attorneys representing the class members. For example, in one article posted February 10, 2011 on Pro Football Talk ([www.profootballtalk.nbcsports.com](http://www.profootballtalk.nbcsports.com)), author Mike Florio quotes NFL Executive Vice President of Business Ventures and Chief Financial Officer Eric Grubman attacking the Plaintiffs' lawsuit and their lawyers. *See* Exhibit C. Mr. Grubman was quoted as stating "I wish [the lawyers

would] go off and work on something like world peace because I think we have to keep this in perspective . . . . We didn't provide a great experience to 100% of the fans. But keeping a little perspective is probably what I wish the lawyers would do." *Id.* Grubman has also stated that putative class members will have to waive their claims. See Exhibit D.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

THIS CONCLUDES MY AFFIDAVIT.



Charles W. Branham, III

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of February, 2011.



NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:

6/10/2014

**From:** Graff, Clare

**To:** Joe Costanza

**Sent:** Tuesday, February 15, 2011 1:44 PM

**Subject:** RE: Fan offer?

Joe-

Below are portions of an email we sent this morning to the 400 fans. The Commissioner talked with fans over the last week who offered up the concept of the third option. He listened to their feedback and agreed to offer the new option.

-----  
As you may know, we have been reaching out directly to those fans who regrettably and inexcusably were unable to watch Super Bowl XLV from a seat in Cowboys Stadium. In listening to your feedback, we have decided to offer a third option.

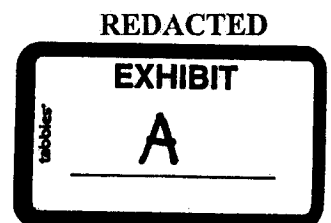
For those who want reimbursement for your expenses, the NFL will reimburse you the greater of \$5,000 or your actual documented expenses (in certain defined categories) to any verified ticket holder in the specified sections.

As such, you will now have the choice of one of the following three options:

EITHER

1) \$2,400 plus one (1) game ticket to the next Super Bowl played;

OR



II) One (1) game ticket to any future Super Bowl of your choice, together with round-trip economy class airfare and four (4) nights hotel accommodation provided by the NFL;

OR

III) The greater of \$5,000 or your actual substantiated expenses in defined categories for attending Super Bowl XLV.

As with Options I & II, your ticket and location will need to be verified to be entitled to choose Option III. Full details of this full refund option will be available in the information packages the NFL will send out upon receipt of your submission to the website.

Thanks,  
Clare

---

**Clare Graff**  
National Football League|Corporate Communications  
280 Park Ave| New York, NY 10017  
T: (212) 450-2435 | F: (212) 847-0898

---

**From:** Joe Costanza [<mailto:joewisc@frontier.com>]  
**Sent:** Tuesday, February 15, 2011 2:40 PM  
**To:** [clare.graff@nfl.net](mailto:clare.graff@nfl.net); Graff, Clare  
**Subject:** Fan offer?

Hi, Clare...

Per our phone chat, please provide copy of email to fans or any other comment on the pending lawsuit(s).

Thanks and best regards,

Joe Costanza  
Editor  
[www.newsofthenorth.net](http://www.newsofthenorth.net)





## Super Bowl ticket snafu drags on for 3 local fans

**Third option offered by NFL still falls short, one says**

By Eric Litke • Sheboygan Press staff • February 17, 2011

Three Sheboygan County residents caught up in the Super Bowl ticket snafu said Wednesday the communication with the NFL remains spotty and their course of action unclear.

Dave Richardson of Sheboygan, Herb Binkowsky of Sheboygan Falls and Scott Richards of Plymouth were among 400 people whose SuperBowlXLV seats were declared unsafe because they were not properly inspected. They wound up watching the game from a sports bar in the basement of Cowboys Stadium, with no view of the field.

"It was more than just the game, and it was more than just the ticket, it was the chance to experience something we may not ever be able to do again," said Richards, 59. "I don't see anybody that's been displaced trying to be a gold-digger on the thing, but you want just compensation and a chance to go to another SuperBowl."

All three men are Green Bay Packers season ticket holders who won the seat lottery and a chance to purchase Super Bowl tickets at the \$800 face value. One miserable experience later, they are left to choose their compensation from an ever-sweetening pot of NFL recompense.

The league initially offered \$2,400 plus a ticket to the next Super Bowl, and a few days later the NFL said the 400 could also choose a ticket — plus roundtrip airfare and hotel accommodations — for any future Super Bowl.

Earlier this week, Commissioner Roger Goodell added a third option in an e-mail to the ticketholders, offering the greater of \$5,000 or the actual documented expense of attending the Super Bowl.

But Richards — who has submitted his information on the proper NFL website and called league representatives — never received that e-mail. And when he asked for details on how the future Super Bowl tickets would be awarded or what happens if

he misses the March 1 deadline, NFL officials had no answers.

"It's sort of been the pattern of everything," said Richards, who has not yet decided which option to take. "I still think they're searching for what they're trying to do."

Richardson said he plans to take the first option, but he hasn't finalized anything. He went with a college buddy from Illinois this year but plans to take his son next year.


"If (the Packers) are going to make it in the next number of years, next year is as good as any. If they get those injured guys back, how good can they be?" said Richardson, 48. "(The NFL) made a mistake, but they really tried to compensate for it. ... We've been treated really well since then."

Binkowsky, 58, isn't so ready to forgive and forget. He said the third option still falls short, and he is considering joining one of the two lawsuits filed in connection with the ticket mess.

"The 400 are talking to each other via e-mail back and forth, and we're all thinking we need more than that, because the experience they put us through was just surreal and was just a terrible experience," he said. "We were packed in (a holding area) like sardines not even knowing if we were ever getting in. ... I think we're going to hold out for a little bit more."

Binkowsky said he was part of a group of 50 or so people that was led around the stadium after waiting

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EXHIBIT

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in line for more than an hour.

"They actually told us our seats were ready ... and then they said, 'No, they're not ready, follow this guy,'" Binkowsky said. "We're stumbling and fumbling all over the stadium following this guy, trying to keep up with him, thinking we're going to get better seats the whole time, and finally he takes us down into this bowels-of-the-stadium sports bar and says, 'Here it is, that's where we're putting you.'"

The group ended up watching a video feed that was delayed from the game — leading to gaps between the sound of cheering and the view of key plays on screen — and didn't include the announcers or score information seen on the network TV broadcast, Richards said.

Reach Eric Litke at (920) 453-5119 and [elitke@sheboyganpress.com](mailto:elitke@sheboyganpress.com).

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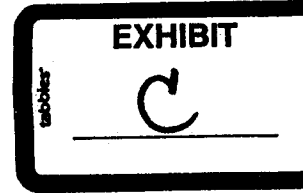
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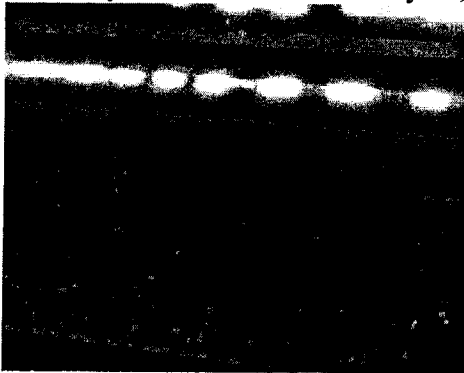
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## NFL prefers that Super Bowl ticket lawyers focus on “world peace”

Posted by Mike Florio on February 10, 2011, 2:01 PM EST



In a refreshingly candid discussion regarding the league’s reaction to the failure of 400 fans who purchased tickets to the Super Bowl to actually gain entry to the Super Bowl, NFL executive V.P. of business ventures and Chief Financial Officer Eric Grubman appeared on Thursday’s *ProFootballTalk Live* to discuss the situation and its aftermath. (The full transcript can be seen [right here](#).)

To Grubman’s credit, the league is accepting responsibility for the situation, to a point. The league, through Grubman, definitely is saying all the right things. “The way we look at it is we’re the National Football League, we’re presenting the game, these are our fans, and a lot of them are heartbroken and they’re mad,” Grubman said. “We accept the responsibility for that, and we have to figure out how to get them to give us a second chance.”


Still, the NFL doesn’t seem to be fully embracing the legal consequences arising from the failure to give the fans who paid for Super Bowl tickets the ability to attend the Super Bowl. The idea of a triple refund and a ticket to Super Bowl XLVI or a ticket plus travel to any future Super Bowl sounds good from a P.R. perspective, but it doesn’t fully account for the league’s true duty to, in our view and apparently the view of Texas law, reimburse the fans for all expenses incurred in making a futile trip to Dallas for a game they didn’t get to actually attend.

In this regard, the league needs to project a bit more contrition.

"Frankly, I'm not surprised at the litigation," Grubman said. "But it's not going to change the fact that we think we need to talk to our fans, tell them we're sorry, and we need to try to make this better, and not let it happen again. I do wish people who were filing the lawsuits and the lawyers who are getting so focused on this, I wish they would work on something like world peace because I think we need to keep this in perspective. Over one hundred and sixty million people watched that game. It was a great game. Two fabulous football teams fought it out and one of them won, and it was just a thrill and it was exciting, and over a 100,000 people came to that stadium, so if you look at the defect rate its pretty small, and the NFL strives for 100 percent and that's why we are doing this because we didn't provide a great experience to 100 percent of the fans, but keeping a little perspective is probably what I wish the lawyers would do."

So the message seems to be this: We're really, really sorry, and we really wish you'd accept our apology and something less than what we're legally required to give you after failing to give you the seat that corresponded with your Super Bowl ticket.

Though we admire the league for taking moral responsibility, the league needs to also accept *legal* responsibility by reimbursing the 400 fans all expenses for their bad experience, and possibly a something more for their trouble, like a ticket to any future Super Bowl. The sooner the league does that, the sooner the league can close the book on the biggest Super Bowl embarrassment since Janet Jackson and Justin Timberlake took the stage at halftime.

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## 39 Responses to "NFL prefers that Super Bowl ticket lawyers focus on "world peace""

1. *efangule says*: Feb 10, 2011 2:06 PM

"something less than what we're legally required to give you"

Actually, They aren't legally responsible to give them anything.

The two options are good enough. If they don't like it, don't take it and have a nice day.

28 157 Rate This

2. *blunt3d says*: Feb 10, 2011 2:10 PM

..and that wasn't an embarrassment.. just an overreaction.

11 46 Rate This

3. *chapnastier says*: Feb 10, 2011 2:11 PM

Whaaa whaaa whaa. They are saying the right things and doing the right things. The fans should be reimburses for all of their costs and thats it. They should be required to provide proof of money spent via receipts and the league should write them a check for those expenses, give them some free stuff, including tickets to any other superbowl of their choice and that should be it.

The Huddle: The latest word on NFL news, notes and buzz

[U.S. mayors plead with NFL to avoid work stoppage](#)

[Is Panthers' Jerry Richardson the bad guy in NFL CBA talks?](#)

Feb 15, 2011

## NFL: Non-seated Super Bowl fans can take \$5,000 cash payment

01:16 PM

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By [Sean Leahy](#), USA TODAY

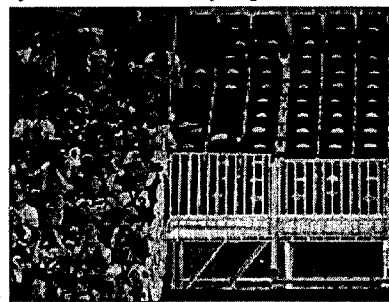
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The NFL has offered a new option to the 400 fans who were denied seats at Super Bowl XLV and now intends to offer them \$5,000 or more as compensation.

Commissioner **Roger Goodell** reached out in an e-mail to the 400 fans, many of whom complained that they were cast aside into inhospitable areas after local safety officials refused to certify the temporary stands where they expected to view the Packers' Super Bowl win.

Goodell told the fans the league will now offer them an option of a \$5,000 payment or the total of their verified expenses for Super Bowl XLV, whichever is greater. The 400 fans already were offered compensation packages of \$2,400 plus a free ticket to Super Bowl XLVI or a ticket to a future Super Bowl with round-trip airfare and four nights hotel accommodations included.



CAPTION  
By Chris O'Meara, AP

"As you may know, we have been reaching out directly to those fans who regrettably and inexcusably were unable to watch Super Bowl XLV from a seat in Cowboys Stadium," Goodell said in his e-mail. "In listening to your feedback, we have decided to offer a third option."

Affected fans can contact the NFL via a website set up at [www.nfl.com/sbtickets](http://www.nfl.com/sbtickets).

The seating problems were a major embarrassment for the NFL that Goodell and his deputies have apologized for profusely. There were about 850 other fans who also couldn't be seated in temporary stands that the NFL ended up moving to other seats in the building.

The league also offered a 2,000 other fans a ticket refund or a future ticket to a Super Bowl after admitting they were "significantly delayed" getting to their seats at the game.

Some fans complained of waiting for hours to pass through security lines into Cowboys Stadium, and NFL VP of business operations **Eric Grubman** said the league had to close some entrances because of the threat of falling ice from the roof. Two days before the game, six people were injured when ice fell off the building.

The seating problems spawned a lawsuit against the NFL from fans angry with their experience. Grubman said last week that fans who accept the NFL's compensation plan would have to waive their right to be party to a lawsuit.

Tom and Nancy Noone, of Grove City, Pa., were two of the 400 displaced fans who attended the game to cheer on their favorite team, the Pittsburgh Steelers. They estimated they spent about \$8,000-\$10,000 on the trip.

See photos of: [NFL](#), [Roger Goodell](#), [Super Bowl XLV](#)

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