

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

TENNESSEE FOOTBALL, INC. and
NATIONAL FOOTBALL LEAGUE
MANAGEMENT COUNCIL,

Civil Action No.

Plaintiffs,

-against-

BRUCE MATTHEWS and NATIONAL
FOOTBALL LEAGUE PLAYERS
ASSOCIATION,

Defendants.

CIVIL ACTION COMPLAINT

This is an action to confirm and enforce an arbitration award pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 *et seq.*

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. § 185(c).
2. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 29 U.S.C. § 185(a).

PARTIES

3. Tennessee Football, Inc. (the “Titans”) is one of the member clubs of the National Football League (“NFL”) with its principal place of business in Nashville,

Tennessee. The Titans is a successor in interest to the Houston Oilers, Inc. (“Oilers”). The Oilers’ principal place of business at all times relevant to this action was Houston, Texas.

4. The National Football League Management Council (“NFL Management Council”) is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL.

5. Bruce Matthews (“Matthews”) is a professional football player who was employed by the Titans in Nashville, Tennessee and Houston, Texas at all times relevant to this action. Upon information and belief, Matthews currently resides at 6423 Oilfield Road, Sugar Land, Texas 77479.

6. The National Football League Players Association (“NFLPA”), 2021 L Street NW, Washington DC 20036, is a labor organization. At all times relevant to this action, the NFLPA was the exclusive collective bargaining representative of all players in the NFL, including Matthews. The NFLPA regularly represents players employed in the Southern District of Texas, and some of its members reside in this judicial district.

FACTS

7. The parties are bound by a Collective Bargaining Agreement (“CBA”) negotiated between the NFL Management Council (on behalf of the NFL member clubs, including the Titans) and the NFLPA (on behalf of all NFL players, including Matthews). Relevant portions of the CBA are attached hereto as Exhibit A.

8. All NFL Players employed by a member club must enter into an NFL Player Contract, which is incorporated in and governed by Article XIV and Appendix C of the NFL CBA. *See* Ex. A at 40-44, 248-56.

9. The NFL CBA contains an arbitration provision that mandates that all disputes between the parties involving the interpretation of, application of, or compliance with the NFL CBA or the NFL Player Contract be submitted to final and binding arbitration before a mutually selected arbitrator. *Id.* at 23-27.

10. In 1995, Matthews entered in an NFL Player Contract with the Oilers setting forth the terms of his employment. Between 1999 and 2002, Matthews entered into three NFL Player Contracts with the Titans setting forth the terms of his employment.

11. Matthews' 1995 Player Contract with the Oilers provided that the contract was "made under and shall be governed by the laws of the State of Texas." The contract also contained a clause governing the resolution of disputes concerning workers' compensation claims, which stated:

Jurisdiction of all workers compensation claims and all other matters related to workers compensation, including but not limited to the matters recited in Number Paragraph 10 hereof, and including all issues of law, issues of fact, and matters related to workers compensation benefits, shall be exclusively determined by and exclusively decided in accordance with the internal laws of the State of Texas without resort to choice of law rules.

12. Matthews' Player Contracts with the Titans provided that the contracts were "made under and shall be governed by the laws of the State of Tennessee." The contracts with the Titans also contained a clause governing the resolution of disputes concerning workers' compensation claims, which stated:

Jurisdiction of all workers compensation claims and all other matters related to workers compensation, including but not limited to the matters recited in Number Paragraph 10 hereof, and including all issues of law, issues of fact, and matters related to workers compensation benefits, shall be exclusively determined by and exclusively decided in accordance with the internal laws of the State of Tennessee without resort to choice of law rules.

13. Each of Matthews' NFL Player Contracts with the Oilers and the Titans contained an arbitration provision requiring "any dispute" between Matthews and the Titans "involving the interpretation or application of any provision" of his contract to "be submitted to final and binding arbitration" in accordance with the procedure set forth in the CBA. *Id.* at 254, ¶ 19.

14. On April 8, 2008, Matthews filed a claim for workers' compensation benefits with the California Workers' Compensation Appeals Board seeking benefits under California law.

15. On September 12, 2008, the Titans and the NFL Management Council filed a grievance against Matthews pursuant to Article IX of the CBA.

16. The grievance sought an order requiring Matthews to cease and desist from pursuing his workers' compensation claim against the Titans in California and under California law and/or requiring Matthews to withdraw his workers' compensation action with prejudice against the Titans in California.

17. On October 9, 2009, an arbitration hearing was held before Arbitrator Calvin Sharpe. All parties were represented by counsel.

18. On August 5, 2010, Arbitrator Sharpe issued a written final award ("Award"), which is attached hereto as Exhibit B.

19. In relevant part, the Award states as follows: "[Matthews] promised to resolve workers compensation claims under Tennessee law . . . [Matthews] is required to proceed under Tennessee law, and accordingly shall cease and desist from attempting to persuade the California tribunals to apply California law in violation of Paragraph 26D of [Matthews' contracts]. Further, under this order, [Matthews] is required to withdraw from the California proceeding, should the California tribunals ultimately deny the application of Tennessee law." Ex. B at 14-15, 18.

20. Under Article IX, Section 8 of the CBA, the Award constitutes the "full, final and complete disposition of the grievance, and will be binding upon the player(s) and Club(s) involved and the parties to this Agreement" Ex. A at 26.

21. To date, Matthews' claim seeking workers' compensation benefits under California law remains pending before the California Workers' Compensation Appeal Board.

22. Plaintiffs are entitled to confirmation and enforcement of the Award and entry of judgment in conformity with the Award pursuant to the Labor Management Relations Act, 29 U.S.C. § 185.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Tennessee Football, Inc. and the National Football League Management Council, respectfully request that this Court enter an Order:

- a) confirming and enforcing the Award;
- b) entering judgment in favor of Plaintiffs against Defendants and requiring Matthews to cease and desist from seeking workers' compensation benefits under California law, or, alternatively, requiring Matthews to withdraw his California workers' compensation claim;
- c) awarding Plaintiffs their attorneys' fees and costs in bringing this action; and
- d) providing Plaintiffs with such other and further relief as the Court deems proper.

Dated: August 10, 2010

Respectfully submitted,

By: /s/David R. Clonts

David R. Clonts

ATTORNEY-IN-CHARGE

Texas Bar No. 04403700

S.D. Texas No. 14018

J. Josh Clayton

Texas Bar No. 24050426

S.D. Texas No. 719651

1111 Louisiana Street, 44th Floor

Houston, Texas 77002

713.220.5800

713.236.0822-fax

*Attorneys for Plaintiffs Tennessee
Football, Inc. and National Football
League Management Council*