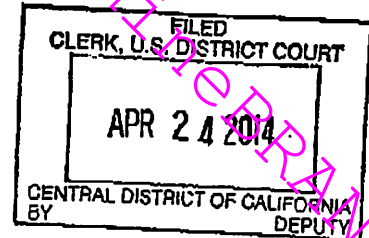


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11
12 Attorneys for Petitioner DREW ROSENHAUS

13
14 **UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16
17 DREW ROSENHAUS, an individual,
18 Petitioner,
19 vs.
20 DESEAN JACKSON, an individual,
21 Respondent.

22
23 **CV14-3154 MWF-JCGx**
CASE NO.
24 **PETITION TO CONFIRM**
25 **ARBITRATION AWARD**

26
27 Petitioner Drew Rosenhaus (hereinafter “Rosenhaus”) hereby seeks confirmation
28 of an Arbitration award against Respondent DeSean Jackson (hereinafter “Jackson”), and
entry of judgment in conformity with the Arbitration award, and alleges as follows:

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GENERAL ALLEGATIONS

THE PARTIES

1. Petitioner Rosenhaus is, and at all times herein mentioned was, an individual, residing in the State of Florida, County of Dade. Rosenhaus is an NFL Players Association (“NFLPA”) Certified Contract Advisor, authorized to represent professional football players in their contract negotiations with NFL teams. Rosenhaus formerly represented Jackson as Jackson’s designated Contract Advisor.

2. Petitioner Rosenhaus is informed and believes and, based upon such information and belief, alleges that Respondent Jackson is, and at all times herein mentioned was, an individual, presently residing in State of California, County of Los Angeles. Jackson is a professional football player, currently signed to a contract with the Washington Redskins NFL football team. Jackson formerly played for the Philadelphia Eagles. He played college football at the University of California – Berkeley.

JURISDICTION AND VENUE

3. This is an action between citizens of different states, and the amount in controversy exceeds \$75,000.00, exclusive of costs, interest, and attorneys’ fees. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. Section 1332(a)(1), and pursuant to the supplemental, ancillary, and/or pendant jurisdiction of this Court.

4. This Court has jurisdiction over this case and Respondent Jackson, because Jackson has purposefully availed himself to be subject to the United States District Court for the Central District of California in Los Angeles, California. The Arbitration award that Rosenhaus seeks to have confirmed by this Court is based, in part, on monies owed by Jackson to Rosenhaus pursuant to certain loan agreements. One such loan agreement, dated October 10, 2011 (hereinafter the “Loan Agreement”), includes a dispute resolution clause that states, “[a]ny award of such arbitration shall be enforceable in Federal District Court venued in Los Angeles, California.” A true and correct copy of the Loan Agreement is attached hereto as Exhibit “A,” and is incorporated herein by this

reference as though set forth in full.

FIRST CLAIM FOR RELIEF

(Confirmation Of Arbitration Award)

5. Petitioner adopts, realleges, and by this reference incorporates, Paragraphs 1 through 4, inclusive, hereinabove.

6. Rosenhaus originally filed a grievance against Jackson based on Jackson's refusal to pay Rosenhaus monies for services Rosenhaus rendered as Jackson's Contract Advisor, and monies loaned from Rosenhaus to Jackson set forth in written loan agreements and credit card loans.

7. The grievance was filed with the NFLPA pursuant to the NFLPA Regulations Governing Contract Advisors (as amended through June 2012) (hereinafter the "Regulations"), because (a) a duly signed Standard Representation Agreement (hereinafter "SRA") dated November 10, 2009 between Rosenhaus and Jackson required all disputes involving the obligations of the parties to be resolved exclusively through such arbitration procedures; and (b) loan agreements that were signed by Rosenhaus and Jackson called for the parties exclusively to resolve any dispute in binding arbitration before an Arbitrator as designated in the SRA and the Regulations.

8. On or about June 25, 2013, Todd Flanagan, Staff Counsel of the NFLPA, appointed Roger P. Kaplan, Esq. as the Arbitrator to preside over the grievance.

9. On or about September 24, 2013, Mr. Kaplan held an Arbitration hearing, wherein Rosenhaus and Jackson had the opportunity to examine and cross-examine witnesses as well as present evidence in support of their respective positions.

10. On or about November 18, 2013, Mr. Kaplan received written closing briefs from Rosenhaus and Jackson.

11. On April 10, 2014, Mr. Kaplan provided Rosenhaus' counsel and Jackson's counsel with his Opinion and Award (hereinafter the "Arbitration Award"), wherein Mr. Kaplan found, *inter alia*, that Jackson owes Rosenhaus \$516,415.00 for services

1 rendered as Jackson's Contract Advisor, including monies that were loaned by
2 Rosenhaus to Jackson as set forth in the written loan agreements and in credit card loans.
3 A true and correct copy of the Arbitration Award is attached hereto as Exhibit "B," and
4 is incorporated herein by this reference as though set forth in full.

5 12. The Regulations state that "[i]f the Arbitrator grants a money award, it shall
6 be paid within ten (10) days." See Regulations at Section 5(E), a true and correct copy of
7 which is attached hereto as Exhibit "C," and incorporated herein by this reference as
8 though set forth in full. The payment on the Award was therefore due on April 20, 2014.

9 13. More than ten (10) days have elapsed since the money award was granted,
10 and Jackson has yet to pay Rosenhaus the \$516,415.00, as set forth in, and required by,
11 the Arbitration Award.

12 14. Jackson has left Rosenhaus with no option but to disclose the Loan
13 Agreement and Arbitration Award, as it is necessary for Rosenhaus to make such
14 disclosure in order to confirm the Arbitration Award.

15 15. According to California Code of Civil Procedure Section 1286, the Court is
16 required to confirm the Arbitration Award, unless the Arbitration Award is corrected,
17 vacated or the proceedings are dismissed.

18 16. Jackson has not sought to vacate, modify, or challenge the Arbitration
19 Award.

20 17. Rosenhaus is entitled to confirmation of the Arbitration Award, along with
21 entry of Judgment in conformity with the Award.

22 18. Rosenhaus is further entitled to receive attorneys' fees and costs as the
23 prevailing party in the Arbitration. Because the filing of this action is considered a cost
24 of collection, in part, of monies owed pursuant to the Loan Agreement.

25 19. Rosenhaus has been compelled to retain the services of an attorney in order
26 to prosecute his rights. As a result, Rosenhaus has incurred and will continue to incur
27 substantial attorneys' fees. Under the Loan Agreement, the prevailing party is entitled to
28 an award of attorneys' fees and costs in connection with the collection of the Arbitration

1 Award. Rosenhaus is therefore further entitled to an award of his attorneys' fees and
2 costs incurred in connection with this Petition.

3
4 WHEREFORE, Petitioner Rosenhaus prays for judgment against Respondent
5 Jackson as follows:

- 6 1. For an Order confirming the Arbitration Award against Respondent
7 Jackson;
- 8 2. For a Judgment in favor of Petitioner Rosenhaus against Respondent
9 Jackson for the sum of \$516,415.00, plus interest thereon from and after the date of the
10 issuance of the Arbitration Award;
- 11 3. For a constructive trust and/or equitable lien on Jackson's proceeds from his
12 current contract with the Washington Redskins for the benefit of Drew Rosenhaus;
- 13 4. For reasonable attorney's fees and costs in bringing this action; and
14 5. For such other and further relief as the Court deems proper.
- 15

16 DATED: April 24, 2014

17 Edwin F. McPherson
Pierre B. Pine
McPHERSON RANE LLP

18 Richard C. Wolfe
Darren A. Heitner
19 WOLFE LAW MIAMI P.A.

20
21 By: 

22 EDWIN F. MCPHERSON
Attorneys for Petitioner DREW
23 ROSENHAUS
24
25
26
27
28

EXHIBIT A

CONFIDENTIAL LOAN AGREEMENT

This Confidential Loan Agreement ("Loan Agreement") is entered into this 10 day of October, 2011 between Rosenhaus Sports Representation, Inc. located at 6400 Allison Road, Miami Beach, FL 33141 (hereinafter referred to as "ROSENHAUS") and De Sean Jackson located at 55260 Ventura Blvd (hereinafter referred to as "JACKSON"). ROSENHAUS and JACKSON may be referred to individually as the "Party" or collectively as the "Parties".

Sherman Oaks, CA
91403

RECITALS:

WHEREAS, JACKSON and ROSENHAUS have entered into a Standard Representation Agreement ("SRA") on November 10, 2009;

WHEREAS, each advance made by ROSENHAUS to or for the benefit of JACKSON (including his family members), shall be referred to herein in as "Loan Advance" and the total of all Loan Advances shall be referred to as the "Loan";

WHEREAS, ROSENHAUS and JACKSON entered into a loan agreement on November 10, 2009 (hereafter "November Agreement") whereby JACKSON requested and ROSENHAUS agreed to make Loan Advances to JACKSON up to the sum of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000.00) (the "\$375K Loan"). The terms of the November Agreement whereby ROSENHAUS agreed to the \$375K Loan Advance to JACKSON were as follows:

(A) The sum of FIFTY THOUSAND DOLLARS (\$50,000.00) payable to JACKSON in the form of cash upon execution of the November Agreement (November 2009), receipt of which is hereby acknowledged. This amount is designated for use by JACKSON towards JACKSON'S post NFL career pursuits.

(B) The sum of NINETY THOUSAND DOLLARS (\$90,000.00) in the form of a ROSENHAUS certified check payable to JACKSON upon execution of the November Agreement.

(C) Loan Advances of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$235,000.00) payable over a period of twenty four months in monthly installments as follows: The first six monthly Loan Advance payments, beginning one month from the execution of this Loan Agreement, shall be in the amount of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00). Of that \$18,750.00 monthly amount, the sum of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00) is designated for use by JACKSON towards JACKSON'S post NFL career pursuits. Regarding Loan Advance payments for months seven through twenty four, they shall be in the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00), and are also designated for use by JACKSON towards JACKSON'S post NFL career pursuits. The remaining TEN THOUSAND DOLLAR (\$10,000.00) Loan Advances shall be paid at the parties' discretion;

WHEREAS, pursuant to the November Agreement, ROSENHAUS has provided JACKSON with a ROSENHAUS American Express credit card. Accordingly, JACKSON agreed to use the card for professional purposes in a responsible manner and to pay the debit balance within five business days (along with any interest charges) after presentation by ROSENHAUS. As of the date of this Loan Agreement, JACKSON currently owes ROSENHAUS \$102,505 for charges incurred by JACKSON to the American Express card ("Credit Card Loan").

WHEREAS, on June 14, 2010, JACKSON and ROSENHAUS entered into a second loan agreement (hereafter "June Agreement") which, in part, was designed to amend the November Agreement. The June Agreement, acknowledged that ROSENHAUS had made all required Loan Advances to JACKSON as required in the November Agreement including:

- the \$50,000 and \$90,000 loans totaling \$140,000;
- six monthly payments each in the amount of \$18,750 totaling \$112,500, that were due in December 2009, January 2010, February 2010, March 2010, April 2010 and May 2010;
- \$10,000 that was initially to be paid at the parties' discretion; and
- the first \$6,250 monthly payment as required for June 2010 (month seven).

In sum, the June Agreement ROSENHAUS made Loan Advances to JACKSON in accordance with the November Agreement the sum of \$268,750 out of the total \$375K Loan amount which ROSEHAUS agreed to advance.

WHEREAS, in accordance with the November Agreement (in addition to the \$268,750 previously paid) ROSENHAUS was required to make another seventeen (17) monthly Loan Advance payments of \$6,250 totaling \$106,250 to satisfy the entire \$375K Loan amount; the June Agreement, which amended the November Agreement, required that ROSENHAUS provide JACKSON with a Loan Advance of FIFTY THOUSAND DOLLARS (\$50,000.00) against the \$106,250 balance (leaving a balance of \$56,250) to be paid as follows:

- TWENTY FIVE THOUSAND (\$25,000) advance payment via bank wire transfer as soon as reasonably possible upon execution of the June Agreement; and
- TWENTY FIVE THOUSAND (\$25,000) advance payment on or about July 15, 2010; and thereafter,
- ROSENHAUS would continue to make nine (9) additional monthly Loan Advance payments commencing in July 2010 through March 2011 in the amount of \$6,250 until \$56,250 balance had been advanced.

WHEREAS, subsequent to the June Agreement, JACKSON requested that ROSENHAUS alter the payment schedule ("Amended June Agreement") for the \$106,250. With a balance remaining of \$106,250 to satisfy the original \$375,000 amount, ROSENHAUS, in accordance with the Amended June Agreement, made Loan

Advances via several wire transfers to JACKSON's account during the period of June 2010 through September 2011, as follows.

- June 30, 2011, \$25,000, leaving a balance of \$81,250;
- July 22, 2010, \$25,000 leaving a balance of \$56,250;
- February 9, 2011, \$20,000 leaving a balance of \$36,250;
- July 5, 2011 ROSENHAUS wired \$5,000 to JACKSON leaving a balance of \$31,250;
- July 15, 2011, \$5,000 leaving a balance of \$26,250;
- July 28, 2011, \$15,000 leaving a balance of \$11,250;
- August 12, 2011, \$5,000 leaving a balance of \$6,250;
- September 1, 2011 7,500 leaving a credit balance of \$1,250 owed to ROSENHAUS ("Credit Balance").

WHEREAS, JACKSON hereby confirms and acknowledges that ROSENHAUS has satisfied the September Agreement and June Agreement, as amended, by providing JACKSON with Loan Advances that equaled the \$375K Loan amount;

WHEREAS, JACKSON confirms and acknowledges that JACKSON is indebted to ROSENHAUS for, in addition to the \$375K Loan, the Credit Card Loan in the sum of \$102,505;

WHEREAS, JACKSON has additionally requested and ROSENHAUS has provided JACKSON with other Loan Advances for health insurance payments for JACKSON's family members, limousine, car rental, meals and entertainment (collectively "Miscellaneous Loans") which has to date accumulated \$10, 849.78;

WHEREAS, JACKSON has requested ROSENHAUS make further monthly Loan Advances to JACKSON to pay the monthly interest due on loans owed by JACKSON to third party creditors ("Interest Loan"), which has to date accumulated \$7,500;

WHEREAS, JACKSON acknowledges his obligation and responsibility to repay all of the above-cited Loan Advances, and any enhancements hereinafter made by ROSENHAUS, in the manner specified below in this Loan Agreement, and to execute all documents requested by ROSENHAUS to memorialize the Loan Advances and agreements relating to the repayments of such Loan amounts;

WHEREAS, JACKSON has requested and ROSENHAUS may make on JACKSON's behalf, additional Loan Advances to pay the premiums due on JACKSON's [life] insurance products which shall not exceed ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) ("Life Insurance Loan").

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained therein, and for other good, valuable and legal consideration, the receipt and adequacy of which are hereby acknowledged, JACKSON and ROSENHAUS, intending to be legally bound, do hereby agree as follows:

1. **RECITALS.** The above Recitals are true and correct and are incorporated herein and are hereby part and parcel of this Loan Agreement.
2. **LOAN AMOUNT.** As of the execution date of this Loan Agreement, the total amount of the Loan Advances which the parties acknowledge ROSENHAUS has advanced is **Four hundred ninety-seven thousand dollars and seventy eight cents (\$497, 104.78)** (the "Loan"). Subject to compliance by JACKSON with all of the terms and conditions of this Loan Agreement, the continuing nonexistence of any Event of Default hereunder, and the continuing nonexistence of any event, circumstance, act or omission which with the giving of notice, the passage of time or both would constitute an Event of Default hereunder, ROSENHAUS agrees to continue to make Loan Advances to JACKSON in connection with the Life Insurance Loan, the Interest Loan, or any other future Loan Advances which the parties may agree to in writing, from time to time, between the date hereof and date(s) the of the future Loan Advances, which additional amounts shall be added to the Loan as they are advanced, and which shall be governed by the terms of this Loan Agreement.
3. **PROMISSORY NOTE.** All advances made by ROSENHAUS identified in this Loan Agreement, may, at ROSENHAUS' discretion, be evidenced by, and repaid (with interest if applicable) in accordance with a Promissory Note ("Note") to ROSENHAUS executed by JACKSON. The records of by ROSENHAUS relating to the amount of each Loan Advance and re-payment of principal amount and/or interest received by ROSENHAUS on account of its Loan Advances shall, in the absence of manifest error, be conclusive as to the outstanding balance of the Loan made by ROSENHAUS. In the event of any inconsistency between the Loan Agreement and the Note (when and if created), the Loan Agreement shall control.
4. **MANNER AND APPLICATION OF PAYMENTS.** All payments and/or prepayments of principal (and interest if so required) shall be made by JACKSON to ROSENHAUS before 5:00 P.M., EST Time, in immediately available funds in lawful money of the United States of America which shall be legal tender in payment of all debts and dues. Such payments shall be made at the ROSENHAUS' office located at 6400 Allison Road, Miami Beach, FL 33141. Should the principal (or interest) on any advance become due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day.

5. MATURITY/PAYMENT DATES.

(a) The Loan shall balloon and be immediately due and payable, without prior notice or demand, on March 15, 2012 ("Maturity Date"), unless the payment terms are changed upon occurrence of, and in accordance with, the following events:

- (i) *Termination of the SRA by JACKSON.* Except as set forth in ¶5(a)(ii), should ROSENHAUS for any reason no longer be the exclusive NFLPA Contract Advisor for JACKSON, the Loan shall be immediately due and payable, and JACKSON shall immediately pay ROSENHAUS the Loan

plus interest (at an annual rate of 7% from the date of each such Loan Advance), and, in addition, JACKSON shall pay any costs and attorney fees necessary to collect the amounts owed pursuant to this Loan Agreement.

(ii) *Termination of the SRA by ROSENHAUS.* Should ROSENHAUS through no fault of JACKSON:

- voluntarily terminate the SRA;
- sell the ROSENHAUS business assets and no longer act as JACKSON'S NFLPA contract advisor; or
- be found by a court of law (after all appeals are exhausted) to have committed an act of financial fraud, gross negligence, or an illegal act with respect to JACKSON'S representation,

then the Loan is not immediately due until the earlier of October 30, 2012 or when JACKSON executes a new NFL employment contract or NFL contract extension (no interest or costs applicable).

(iii) *Jackson Injury.* Should JACKSON suffer severe injury preventing JACKSON from receiving a new NFL employment contract or contract extension, then the Loan shall be immediately due and payable, and JACKSON immediately pay ROSENHAUS, only the principal of the Loan exclusive of interest; provided, however, should JACKSON fail to immediately repay the Loan amount owed the Loan repayment sum shall include interest, all reasonable attorney fees, and costs necessary to collect the amounts owed pursuant to this Agreement.

(iv) *Negotiation of an NFL Employment Contract Extension or Negotiation of a New NFL Employment Contract.* Should ROSENHAUS negotiate and JACKSON execute a new NFL Employment Contract or Extension, then of the original \$375K Loan amount advanced pursuant to the November/June Agreements (as amended), only TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) of the Loan Advances composing the \$375K Loan shall be immediately due and payable to ROSENHAUS, with no interest or costs applicable. The \$175,000 balance of the \$375K Loan advanced by ROSENHAUS shall be forgiven by ROSENHAUS. For this ¶5(a)(iv) only, pursuant to the SRA, JACKSON has the option of applying all Contract

Advisor fees due to ROSENHAUS in excess of two percent, towards JACKSON'S the \$200,000 amount owed to ROSENHAUS in accordance with this ¶5(a)(iv).

All other Loan Advances or amounts due ROSENHAUS by JACKSON, including, without limitation, current or future Loan Advances or debt incurred in connection with the Credit Card Loan, the Health Insurance Loan, the Life Insurance Loan, the Interest Loan and the Credit Balance, is immediately due and payable, exclusive of interest, and must be immediately repaid upon JACKSON executing a new employment contract or contract extension.

6. OTHER CONDITIONS. For purposes of this Loan Agreement the following shall apply:

- i. All principal and/or interest payments when due "immediately" under Section 5, shall mean such payments are to be paid within ten (10) business days following the date of the event which triggers the payment of the Loan, and for which time shall be of the essence.
- ii. Under the circumstances of this Section 4, "interest", when applicable, shall mean 7% simple interest and shall be computed from the date of each Loan Advance to the date of payment of such Loan Advance. Interest on the unpaid Principal of each Loan Advance shall be calculated on the basis of the actual days elapsed in a year consisting of 360 days.
- iii. JACKSON may prepay all or any portion of the Loan without penalty. Such prepayments shall be applied to either interest or Principal at the discretion of ROSENHAUS.
- iv. No interest payment or percentage shall under any circumstances exceed the limitations under Florida law involving usurious loans. In such case the objectionable portion of the loan shall be excised, and the loan shall be reformed to conform to law.
- v. The determination by ROSENHAUS of the amount or amounts necessary to satisfy the Loan balance due to ROSENHAUS shall be conclusive absent manifest error. ROSENHAUS shall make such determination in good faith.
- vi. A breach of any representation or warranty in Section 8 below shall cause the immediate acceleration of the Loan, and all funds thereunder shall be immediately due and payable to ROSENHAUS.

(8) **REPRESENTATIONS, WARRANTIES AND COVENANTS.** To induce ROSENHAUS and JACKSON to enter into this Agreement, ROSENHAUS and JACKSON represents and warrants to each other that the representations and warranties are made to the best of their respective knowledge:

(a) ROSENHAUS and JACKSON each have full power and authority to enter into this Loan Agreement to which ROSENHAUS and JACKSON are Parties, make the borrowings and loans hereunder, to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, all of which have been duly authorized, and no consent or approval of any person is required as a condition to the validity or enforceability hereof or thereof.

(b) This Loan Agreement to which the ROSENHAUS and JACKSON are Parties have been duly and properly executed by ROSENHAUS and JACKSON, constitute the valid and legally binding obligation of ROSENHAUS and JACKSON, and are fully enforceable against JACKSON in accordance with their respective terms, subject only to laws affecting the rights of creditors generally and application of general principles of equity.

(c) The execution, delivery and performance by ROSENHAUS and JACKSON of this Loan Agreement to which the ROSENHAUS and JACKSON are Parties and the borrowings hereunder will not (a) violate (i) any provision of law or any order, rule or regulation of any court or agency of government, (ii) any award of any arbitrator, or (iv) any indenture, contract, agreement, mortgage, deed of trust or other instrument to which ROSENHAUS and JACKSON are Parties or by which JACKSON or any of its property is bound, or (b) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any lien upon any of the property or assets of ROSENHAUS and JACKSON.

(d) JACKSON represents that ROSENHAUS explained Section 3B(21)(a) of the NFLPA Regulations Governing Contract Advisors which provides Contract Advisors are prohibited from:

21. (a) Initiating any communication, directly or indirectly, with a player who has entered into a Standard Representation Agreement with another Contract Advisor and such Standard Representation Agreement is on file with the NFLPA if the communication concerns a matter relating to the:

- (i) Player's current Contract Advisor;*
- (ii) Player's current Standard Representation Agreement;*
- (iii) Player's contract status with any NFL club(s); or*
- (iv) Services to be provided by prospective Contract Advisor either through a Standard Representation Agreement or otherwise.*

JACKSON further represents and warrants that ROSENHAUS adhered to the constrictions of Section 3B(21)(a) as JACKSON initiated communication with ROSENHAUS. JACKSON also acknowledges that JACKSON signed the SRA on the date stated on the SRA, not at a prior date.

(9) **COVENANTS OF ROSENHAUS and JACKSON.**

- (a) ROSENHAUS agrees not to commence negotiations or initiate communication with the JACKSON'S employer without prior consent from JACKSON.
- (b) So long as JACKSON is not in default of this Loan Agreement, ROSENHAUS agrees to make all advances as required by this Loan Agreement.
- (c) ROSENHAUS agrees to refrain from commenting publicly on any matter regarding JACKSON's contract negotiations or representation without prior consent from JACKSON.
- (d) Both Parties agree to keep the terms of this Loan Agreement confidential except to the extent it is necessary to disclose the terms to their respective advisers or attorneys.

(10) EVENT OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) Any representation or warranty made herein shall be false or misleading in any material respect.

(b) Failure of JACKSON to pay any of the obligations, including, without limitation, any sum due ROSENHAUS under this Agreement, when and as the same shall become due, whether at the due date thereof, by acceleration or otherwise.

(c) JACKSON shall (i) admit in writing its insolvency or its inability to pay its debts as they mature, (ii) make a general assignment for the benefit of creditors, (iii) commence a case under or otherwise seek to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law, statute or proceeding, or (iv) by any act indicate its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver of or trustee for PLAYER, or a substantial part of his property, or suffer any such receivership, trusteeship or proceeding to continue un-dismissed for a period of 60 days.

(f) JACKSON shall become a debtor in any case under any chapter of the United States Bankruptcy Code.

(11) RIGHTS AND REMEDIES. Upon and after the occurrence of an Event of Default, ROSENHAUS may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to all other rights and remedies available to ROSENHAUS under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:

a) Declare the Loan, all interest accrued and unpaid thereon and all other to be immediately due and payable and the same shall thereupon become immediately due and payable without

presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived.

b) Institute any proceeding or proceedings to enforce the Loan Agreement.

c) Cease making advances hereunder.

(12) **DISPUTE RESOLUTION.** Should there be a dispute between ROSENHAUS and JACKSON involving this Loan Agreement, both Parties agree to exclusively resolve the dispute in binding arbitration before an Arbitrator as designated in the SRA and the Rules and Regulations of the NFLPA. Any award of such arbitration shall be enforceable in Federal District Court venued in Los Angeles, California. The Loan Agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Florida.

(13) **ATTORNEY FEES.** In the event this Loan Agreement shall be in default and placed in collection, then the JACKSON agrees to pay all reasonable attorney fees, interest due from the date of the loan and costs of collection. Otherwise attorney fees and costs shall be awarded to the prevailing party. All payments hereunder shall be made to such address as may from time to time be designated by ROSENHAUS.

(13) **SURVIVAL.** The Loan Agreement shall take effect as a sealed instrument and shall be construed, governed, interpreted, and enforced in accordance with the laws of the State of Florida. However, to the extent that any portion of the Loan Agreement shall be deemed void or unenforceable under the laws of Florida or any other state, the remainder of this Loan Agreement shall be deemed valid and enforceable as fully set forth herein. All required documentary stamps shall be paid for by JACKSON.

(15) **TIME OF THE ESSENCE.** Time is of the essence under this Loan Agreement. The paragraph headings of this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

(16) **ENTIRE AGREEMENT.** This Loan Agreement constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior letters, representations, loan agreements or other agreements, oral or written, with respect thereto, all of which, including the November, June Agreement, as amended, are merged herein. In particular, No course of dealing or conduct shall be effective to modify, release or waive any provisions of this Loan Agreement. This Loan Agreement shall inure to the benefit of and be enforceable by the ROSENHAUS and its successors and assigns and any other person to whom ROSENHAUS may grant an interest in the Loan Agreement and shall be binding upon and enforceable against JACKSON and JACKSON's personal representatives, successors, heirs and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders.

(17) **COUNTERPARTS.** This Loan Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one Agreement.

(18) ASSIGNMENT. JACKSON may not assign this Loan Agreement without the express written consent of the ROSENHAUS. ROSENHAUS may assign this Loan Agreement without the consent of JACKSON.

(19) ADVICE OF COUNSEL. JACKSON acknowledges that the above information is true and complete as well as that JACKSON has had adequate time to consider this Loan Agreement and to consult with his attorneys and other advisors concerning the legal ramifications and the advisability of executing this Loan Agreement.

(20) WAIVER OF JURY TRIAL.

JACKSON HEREBY UNDERSTANDS AND AGREES (i) BY ELECTING TO ARBITRATE HE AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (ii) WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE AGENT AND THE JACKSON MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS LOAN AGREEMENT RELATING JACKSON REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

(21) NOTICES

All notices, requests and demands to or upon the parties to this Loan Agreement shall be in writing and shall be deemed to have been given or made when delivered by hand on a Business day, or three (3) days after the date when deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, or when sent by overnight courier, on the Business day next following the day on which the notice is delivered to such overnight courier, addressed as follows::



ROSENHAUS c/o Jason Rosenhaus, Director
6400 Allison Road,
Miami Beach, FL 33141
Fax.:305 864 3731

JACKSON De Sean Jackson

By written notice, each party to this Loan Agreement may change the address to which notice is given to that party, provided that such changed notice shall include a street address to which notices may be delivered by overnight courier in the ordinary course on any Business day.

(22) AMENDMENT. No amendment, modification, termination, or waiver of any provision of the Loan Agreement to which JACKSON is a party, nor consent to any departure by JACKSON from any such document to which he is a party, shall in any event be effective unless the same shall be in writing and signed by each Party to this Loan Agreement.

IN WITNESS WHEREOF:

<p>ROSENHAUS SPORTS REPRESENTATION, INC,</p> <p>By:  Jason Rosenhaus, CEO</p>	<p>DeSean JACKSON</p> <p>By:  De Sean Jackson</p>
---	--

Ed McPherson

From: Ed McPherson <emcpherson@mcphersonrane.com>
Sent: Thursday, April 24, 2014 1:02 PM
To: Eric Hutchinson; Henry Root
Subject: FW: W.F. Leopold Management, Inc./Eric Hutchinson
Attachments: WFLM - Hutchinson -- Letter to Ed McPherson 4-24-14 .pdf

Something to talk about at 3:00.

From: Ian Friedman [<mailto:ian@ianfriedman.com>]
Sent: Thursday, April 24, 2014 12:36 PM
To: Ed McPherson
Subject: W.F. Leopold Management, Inc./Eric Hutchinson

Please see attached.

Ian J. Friedman, Esq.
Law Office of Ian J. Friedman, A Professional Corporation
1800 Century Park East, Suite 600
Los Angeles, California 90067
310 860-6995 Phone
ian@ianfriedman.com

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EXHIBIT C

**NFLPA
REGULATIONS
GOVERNING
CONTRACT
ADVISORS**

(as amended through June 2012)



NFL PLAYERS
ASSOCIATION

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NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS

INTRODUCTION

In 2011, the Officers and Player Representatives of the National Football League Players Association ("NFLPA") adopted the NFLPA Regulations Governing Contract Advisors ("Regulations") for persons who desired to provide representation services to players (including rookies) by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the member Clubs of the National Football League ("NFL"). These Regulations have been amended by our Board of Player Representatives and the amendments are reflected herein. These Regulations were adopted and amended pursuant to the authority and duty conferred upon the NFLPA as the exclusive collective bargaining representative of NFL players pursuant to Section 9(a) of the National Labor Relations Act, which provides in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

The authority and duty to promulgate these Regulations are also contained in the 2011 Collective Bargaining Agreement (CBA) between the NFL and the NFLPA, which states as follows:

[T]he National Football League Players Association . . . is recognized as the sole and exclusive bargaining representative of present and future employee players in the NFL in a bargaining unit described as follows:

1. All professional football players employed by a member club of the National Football League;
2. All professional football players who have been previously employed by a member club of the National Football League who are seeking employment with an NFL Club;
3. All rookie players once they are selected in the current year's NFL College Draft; and
4. All undrafted rookie players once they commence negotiation with an NFL Club concerning employment as a player.

Article 48, Section 1, of the 2011 Collective Bargaining Agreement as amended further provides, among other things, that:

The NFL and the Clubs recognize that, pursuant to federal labor law, the NFLPA will regulate the conduct of agents who represent players in individual contract negotiations with Clubs. On or after the date on which the NFLPA notifies the NFL that an agent regulation system is in effect and provides the NFL with a list of the

NFLPA-certified agents. Clubs are prohibited from engaging in individual contract negotiations with any agent who is not listed by the NFLPA as being duly certified by the NFLPA in accordance with its role as exclusive bargaining agent for NFL players. The NFLPA shall provide and publish a list of agents who are currently certified in accordance with its agent regulation system, and shall notify the NFL and the Clubs of any deletions or additions to the list pursuant to its procedures. The NFLPA shall submit an updated list to the NFL monthly. The NFLPA agrees that it shall not delete any agent from its list until that agent has exhausted the opportunity to appeal the deletion pursuant to the NFLPA's agent regulation system, except: (i) where an agent has failed to pass a written examination given to agents by the NFLPA; (ii) in extraordinary circumstances where the NFLPA's investigation discloses that the agent's conduct is of such a serious nature as to justify immediately invalidating the agent's certification; (iii) where the agent has failed to pay his or her annual fee; (iv) where the agent has failed to attend an annual seminar required by the NFLPA; (v) where the agent's certification has expired due to the agent's inactivity in individual contract negotiations; (vi) where the agent has made improper contact with a college football player in violation of any applicable NFLPA rules governing contact with players related to NCAA or NFL Draft eligibility; and (vii) where the agent has failed to sign the end of year certification required by Article 18, Section 2(b) of this Agreement. The NFLPA shall have sole and exclusive authority to determine the number of agents to be certified, and the grounds for withdrawing or denying certification of an agent. The NFLPA agrees that it will not discipline, dismiss or decertify agents based upon the results they achieve or do not achieve in negotiating terms or conditions of employment with NFL Clubs. This Section shall not limit the NFLPA's ability to discipline agents for malfeasance or for violation of state or federal law.

The NFL, consistent with the Clubs' obligation to deal only with NFLPA-certified agents, has further agreed that:

[T]he Commissioner shall disapprove any NFL Player Contract(s) between a player and a Club unless such player: (a) is represented in the negotiations with respect to such NFL Player Contract(s) by an agent or representative duly certified by the NFLPA in accordance with the NFLPA agent regulation system and authorized to represent him; or (b) acts on his own behalf in negotiating such NFL Player Contract(s)....

[T]he NFL shall impose a fine of \$30,000 upon any Club that negotiates any NFL Player Contract(s) with an agent or representative not certified by the NFLPA in accordance with the NFLPA agent regulation system if, at the time of such negotiations, such Club either (a) knows that such agent or representative has not been so certified or (b) fails to make reasonable inquiry of the NFLPA as to whether such agent or representative has been so certified. Such fine shall not apply, however, if the negotiation in question is the first violation of this Article by the Club during the term of this Agreement....The fine amount set forth in this Section shall increase by 5% each League Year beginning in the 2012 League Year.

Persons serving or wishing to serve as the NFLPA's "agent" pursuant to these provisions of the CBA, which persons are herein referred to as "Contract Advisors," shall be governed by these Regulations.

SECTION 1: SCOPE OF REGULATIONS

A. Persons Subject to Regulations

No person (other than a player representing himself) shall be permitted to conduct individual contract negotiations on behalf of a player* and/or assist in or advise with respect to such negotiations with NFL Clubs after the effective date of these Regulations unless he/she is (1) currently certified as a Contract Advisor pursuant to these Regulations; (2) signs a Standard Representation Agreement with the player (See Section 4; Appendix D); and (3) files a fully executed copy of the Standard Representation Agreement with the NFLPA, along with any contract(s) between the player and the Contract Advisor for other services to be provided.

B. Activities Covered

The activities of Contract Advisors which are governed by these Regulations include: the providing of advice, counsel, information or assistance to players with respect to negotiating their individual contracts with Clubs and/or thereafter in enforcing those contracts; the conduct of individual compensation negotiations with the Clubs on behalf of players; and any other activity or conduct which directly bears upon the Contract Advisor's integrity, competence or ability to properly represent individual NFL players and the NFLPA in individual contract negotiations, including the handling of player funds, providing tax counseling and preparation services, and providing financial advice and investment services to individual players.

C. Amendments

These Regulations may be amended from time to time by the Officers and Board of Player Representatives of the NFLPA in their sole discretion.

SECTION 2: CERTIFICATION

After the effective date of these Regulations, any person who wishes to perform the functions of a Contract Advisor as described in Section 1 above must be certified by the NFLPA pursuant to the following procedure:

A. Application For Certification

In order to be eligible for Certification as an NFLPA Contract Advisor hereunder, a person must file a verified Application for Certification as a Contract Advisor (in the form attached as Appendix A) and a completed and signed Authority and Consent to Procure and Release Information Including Personal Consumer Credit Reports (in the form attached as Appendix B) with the NFLPA, and pay the required application fee as established by the NFLPA Board of Player Representatives. Certification will be granted hereunder only to individuals and not any firm, corporation, partnership or other business entity. There is no limit on the number of individuals in any one firm, corporation, partnership or other business entity who are eligible for certification.

To be eligible for certification, the applicant must have received an undergraduate degree from an accredited four year college/university and a post-graduate degree from an accredited college/university. However, the NFLPA shall have the authority to grant exceptions to this requirement in cases where the applicant has at least seven (7) years sufficient negotiating experience. In determining whether an applicant has at least seven (7) years of sufficient negotiating experi-

* For purposes of these Regulations, the term "player" shall mean anyone eligible to play in the National Football League, including a player about to enter his rookie season in the NFL.



SECTION 2(A)

ence, an applicant will be allotted one year of negotiating experience for each Credited Season he earned as a player in the NFL under the Bert Bell/Pete Rozelle NFL Player Retirement Plan. A new applicant shall not be granted Certification (Section 2(F)) without first attending the NFLPA seminar for new Contract Advisors to be held on an annual basis and passing a written examination. In the instance that a new applicant fails the written examination on two successive occasions, the applicant shall be barred from applying for Certification and taking the written examination again for no less than five (5) years.

Applications for Certification as a Contract Advisor must be submitted to the NFLPA during a specified application period to be set by the Board of Player Representatives. Upon receipt of an Application for Certification, the NFLPA may, in the context of reviewing the application, request further written materials from the applicant and/or conduct whatever further investigation it deems appropriate, including an informal conference with the applicant and a background check.

B. [deleted]

C. Grounds for Denial of Certification

Grounds for denial of Certification shall include, but not be limited to, the following:

- The applicant has made false or misleading statements of a material nature in his/her application;
- The applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, theft or fraud, which would render him/her unfit to serve in a fiduciary capacity on behalf of players;
- The applicant has engaged in any other conduct that significantly impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
- The applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments hereto and/or that he/she will abide by the fee structure contained in the Standard Representation Agreement incorporated into these Regulations;
- The applicant has been denied certification by another professional sports players association;
- The applicant directly or indirectly solicited a player for representation as a Contract Advisor during the period of time between the filing of his/her Application for Certification and Certification by the NFLPA;
- The applicant has not received a degree from an accredited four year college/university and a post-graduate degree from an accredited college/university, unless excepted from this requirement pursuant to Section 2(A);
- The applicant has failed to fully and properly complete his/her Application for Certification.

D. Appeal from Denial of Certification

In the event an Application for Certification is denied pursuant to this Section, the applicant shall be notified in writing (by confirmed facsimile or overnight delivery) of the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of these Regulations. Such appeal shall be initiated by filing (by confirmed facsimile or overnight delivery) a written notice of appeal with the NFLPA within thirty (30) days of receipt of the notice denying his/her Application for Certification. The appeal shall be processed and

SECTION 2(D)

resolved in accordance with the arbitration procedures set forth in Section 5(E) through 5(H) of these Regulations, which shall be the exclusive procedure for challenging any denial of Certification hereunder. The standard of review for the Arbitrator on an appeal of a denial of an Application for Certification shall be whether there is a reasonable basis in the circumstances of the case under review for the NFLPA's decision to deny the Application.

E. Suspension or Revocation of Certification

At any time subsequent to granting Certification to a Contract Advisor, the NFLPA may, based upon information brought to its attention or acting on its own initiative, immediately revoke such Certification pursuant to Section 6(B) hereof, or propose the suspension or revocation of such Certification on any ground that would have provided a basis for denying Certification in the first place (see Section 2(C)) and/or for conduct prohibited in Section 3(B)(1) through 3(B)(32) of these Regulations and/or for failing to engage in the conduct required in Section 3(A)(1) through 3(A)(20) of these Regulations. Any such proposed suspension or revocation must be sent by confirmed facsimile or overnight delivery to the Contract Advisor's office or residence (see Section 6). The Contract Advisor may challenge any such proposed suspension or revocation by appealing such action pursuant to Section 6(B) through 6(H). The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of Certification.

F. Form of Certification

After the NFLPA approves an applicant's Application for Certification as a Contract Advisor, and the applicant attends the NFLPA seminar for new Contract Advisors and passes a written examination, the NFLPA shall provide the applicant with a written Certification in the form attached hereto as Appendix C. The applicant will thereupon be authorized to serve as a Contract Advisor in conducting individual player negotiations with the NFL Clubs and/or assisting in or advising with respect to such negotiations. In granting Certification, the NFLPA shall not be deemed to have endorsed any Contract Advisor; nor shall the grant of such Certification be deemed to impose liability upon the NFLPA for any acts or omissions of the Contract Advisor in providing representation to any player, whether or not such acts or omissions fall within activities governed by these Regulations.

G. Expiration of Certification

The Certification of any Contract Advisor who has failed to negotiate and sign a player to an NFL Player Contract (excluding Practice Squad Contracts) for at least one NFL player during any three-year period shall automatically expire at the end of such three-year period.

H. Application and Annual Fees

(1) Application Fees

Each applicant for Certification as a Contract Advisor under these Regulations shall submit with his/her fully completed application a one-time fee as set by the Board of Player Representatives.

(2) Annual Fee

Each Contract Advisor who is Certified shall pay an annual fee to the NFLPA, as set by the Board of Player Representatives, to defray the cost of maintaining this agent-regulation system. The



SECTION 2(H)

Certification of any Contract Advisor who fails to pay his/her annual fee in a timely manner shall expire automatically upon the expiration of the deadline for payment of such fee.

SECTION 3: STANDARD OF CONDUCT FOR CONTRACT ADVISORS

The objective of the NFLPA in implementing these Regulations is to enable players to make an informed selection of a Contract Advisor and to help assure that the Contract Advisor will provide effective representation at fair, reasonable, and uniformly applicable rates to those individual players he/she represents, and to avoid any conflict of interest which could potentially compromise the best interests of NFL players.

A. General Requirements

A Contract Advisor shall be required to:

- (1) Disclose on his/her Application and thereafter upon request of the NFLPA all information relevant to his/her qualifications to serve as a Contract Advisor, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- (2) Pay an application fee pursuant to Section 2 above unless waived;
- (3) Pay the annual fee in a timely manner as established by the Board of Player Representatives;
- (4) Attend an NFLPA seminar on individual contract negotiations each year;
- (5) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;
- (6) Execute and abide by the printed Standard Representation Agreement with all players represented and file with the NFLPA a copy of that fully executed agreement along with any other agreement(s) for additional services that the Contract Advisor has executed with the player, including, without limitation, agreements or other relevant documents relating to loans, lines of credit, or pre-combine or pre-draft services or benefits being provided to rookie clients. If the Contract Advisor and player enter into any other agreement(s) subsequent to the execution of the Standard Representation Agreement, the Contract Advisor shall submit a copy of such agreement(s) to the NFLPA within ten (10) days of the execution of such additional agreement(s). If the Contract Advisor is unable to file a signed Standard Representation Agreement because of a failure or refusal by the player to sign such an agreement, the Contract Advisor may file a signed affidavit, with a copy to the player, detailing his/her efforts to obtain the player's signature. Such affidavit shall serve as a means of avoiding discipline for violation of this Section 3(A)(6), if submitted in good faith by the Contract Advisor, but shall not operate as an agreement between the Contract Advisor and player;
- (7) Advise the affected player and report to the NFLPA any known violations by an NFL Club of a player's individual contract or of his rights under any applicable Collective Bargaining Agreement;
- (8) Sign and provide the NFLPA and the club with a copy of any player contract negotiated with that club within 48 hours after the contract is executed (Contract shall be sent by facsimile or overnight mail);
- (9) Provide on or before May 1 each year, to every player who he/she represents, with a copy to the NFLPA, an itemized statement covering the period beginning March 1 of the prior year through

SECTION 3(A)

February 28 or 29 of that year, which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with, the performance of the following services:

(a) individual player salary negotiations, (b) management of the player's assets, (c) financial, investment, legal, tax and/or other advice to the player, and (d) any other miscellaneous services;

(10) Permit a person or firm authorized by a former or current player-client to conduct an audit of all relevant books and records pertaining to any services provided to that player;

(11) Complete a notarized updated Application for Certification on or before an annual date to be determined by the NFLPA. Such annual update shall include, without limitation, disclosure of the names of any financial advisors the Contract Advisor is recommending or has recommended to players within the past year. A failure to comply with this Section 3(A)(11) shall result in immediate suspension of the Contract Advisor's Certification.

(12) [deleted]

(13) Provide the NFLPA with all materials that the NFLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the NFLPA;

(14) Fully comply with applicable state and federal laws;

(15) Become and remain sufficiently educated with regard to NFL structure and economics, applicable Collective Bargaining Agreements and other governing documents, basic negotiating techniques, and developments in sports law and related subjects. To ascertain whether the Contract Advisor is sufficiently educated with regard to the above-related subjects, the NFLPA may require a Contract Advisor to pass a Contract Advisor examination. A failure to pass an examination administered pursuant to this Section 3(A)(15) shall result in immediate suspension of the Contract Advisor's Certification pursuant to Section 6(B). Such suspension shall run until the Contract Advisor passes the next examination given, but in no event shall the suspension be for less than one (1) year;

(16) Disclose in an addendum (in the form attached as Appendix G) attached to the Standard Representation Agreement between the Contract Advisor and player, the names and current positions of any NFL management personnel or coaches whom Contract Advisor represents or has represented in matters pertaining to their employment by or association with any NFL club;

(17) Act at all times in a fiduciary capacity on behalf of players;

(18) Comply with and abide by all of the stated policies of the NFLPA;

(19) In connection with payments for assistance in recruiting any player:

(a) Prepare a typewritten SRA Disclosure Form (attached as Appendix E) disclosing any other Contract Advisor(s) to whom the Contract Advisor has paid or has promised to pay money or any other thing of value (excluding any other Contract Advisor(s) whose name appears on the Standard Representation Agreement) in return for recruiting or helping to recruit a player to sign a Standard Representation Agreement;

(b) Provide a copy of that SRA Disclosure Form to the player in advance of signing that player to a Standard Representation Agreement so as to allow the player adequate time to consider the information before the player signs the Standard Representation Agreement;



SECTION 3(A)

- (c) Have the player sign that SRA Disclosure Form acknowledging that he is aware of the payments and that he approves of them;
- (d) Submit a copy of that SRA Disclosure Form along with the Standard Representation Agreement to the NFLPA as required by Section 3(A)(6); and
- (e) Prepare, have signed and submit to the NFLPA a new or supplemental SRA Disclosure Form if any such other Contract Advisor(s) are added after the Standard Representation Agreement is signed by the Player.

Any conduct by a Contract Advisor(s) listed as a recruiter on the SRA Disclosure Form required by this Section 3(A)(19) or by employees or associates of the Contract Advisor who is a party to the Standard Representation Agreement which would violate the Regulations shall be deemed to be conduct of the Contract Advisor who is a party to the Standard Representation Agreement and shall subject that Contract Advisor to discipline under these Regulations. Any conduct by employees or associates of a Contract Advisor(s) listed as a recruiter on the SRA Disclosure Form required by this Section 3(A)(19) which would violate the Regulations shall be deemed to be conduct of the Contract Advisor(s) listed on the SRA Disclosure Form and shall subject that Contract Advisor(s) to discipline under these Regulations;

(20) Educate player-clients as to their benefits, rights and obligations pursuant to the Collective Bargaining Agreement; and to advise and assist those player-clients in taking maximum advantage of those benefits and rights, including, without limitation, Termination Pay, Severance Pay, Bert Bell/Pete Rozelle disability benefits, workers compensation benefits, second medical opinions, and right to chose their own surgeon.

B. Prohibited Conduct

Contract Advisors are prohibited from:

- (1) Representing any player in individual contract negotiations with any Club unless he/she (i) is an NFLPA Certified Contract Advisor; (ii) has signed the Standard Representation Agreement with such player; and (iii) has filed a copy of the Standard Representation Agreement with the NFLPA along with any other contract(s) or agreement(s) between the player and the Contract Advisor;
- (2) Providing or offering money or any other thing of value to any player or prospective player to induce or encourage that player to utilize his/her services;
- (3) Providing or offering money or any other thing of value to a member of the player's or prospective player's family or any other person for the purpose of inducing or encouraging that person to recommend the services of the Contract Advisor;
- (4) Providing materially false or misleading information to any player or prospective player in the context of recruiting the player as a client or in the course of representing that player as his Contract Advisor;
- (5) Representing or suggesting to any player or prospective player that his/her NFLPA Certification is an endorsement or recommendation by the NFLPA of the Contract Advisor or the Contract Advisor's qualifications or services;
- (6) Directly or indirectly borrowing money from any player (whether or not the player is a client), either by receiving the funds directly from the player or by the player providing collateral for or agreeing to guarantee a loan to the Contract Advisor by another party;

SECTION 3(B)

- (7) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional football club or in any other business entity when such investment could create an actual conflict of interest or the appearance of a conflict of interest in the representation of NFL players;
- (8) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of NFL players;
- (9) Soliciting or accepting money or anything of value from any NFL Club in a way that would create an actual or apparent conflict with the interests of any player that the Contract Advisor represents;
- (10) Negotiating and/or agreeing to any provision in a player contract which deprives or purports to deprive that player of any benefit contained in any collectively bargained agreement between the NFL and the NFLPA or any other provision of any applicable documents which protect the working conditions of NFL players;
- (11) Negotiating and/or agreeing to any provision in any agreement involving a player which directly or indirectly violates any stated policies or rules established by the NFLPA;
- (12) Concealing material facts from any player whom the Contract Advisor is representing which relate to the subject of the player's individual contract negotiation;
- (13) Failing to advise the player and to report to the NFLPA any known violations by an NFL Club of a player's individual contract;
- (14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;
- (15) Failure to comply with the maximum fee provisions contained in Section 4 of these Regulations;
- (16) Circumventing the maximum fee provisions contained in Section 4 of these Regulations by knowingly and intentionally increasing the fees that Contract Advisor charges or otherwise would have charged the player for other services including, but not limited to, financial consultation, money management, and/or negotiating player endorsement agreements;
- (17) Failing to provide to each player represented and the NFLPA the annual statements required by Section 3(A)(9) of these Regulations and/or failing to provide the NFLPA copies of all agreements between the Contract Advisor and each player as required by Section 3(A)(6) of these Regulations;
- (18) Filing any lawsuit or other proceeding against a player for any matter which is subject to the exclusive arbitration provisions contained in Section 5 of these Regulations;
- (19) Violating the confidentiality provisions of the National Football League Policy and Program for Substances of Abuse. The NFLPA Executive Director in consultation with the Disciplinary Committee may fine a Contract Advisor in accordance with the terms of the National Football League Policy and Program for Substances of Abuse. Such fine, if imposed, shall be in addition to, and not a substitute for, discipline which may be imposed pursuant to Section 6 of these Regulations;
- (20) Failing to disclose in writing to any player represented by Contract Advisor any fee paid or received by Contract Advisor to or from a third party in return for providing services to that player;



SECTION 3(B)

- (21) (a) Initiating any communication, directly or indirectly, with a player who has entered into a Standard Representation Agreement with another Contract Advisor and such Standard Representation Agreement is on file with the NFLPA if the communication concerns a matter relating to the:
 - (i) Player's current Contract Advisor;
 - (ii) Player's current Standard Representation Agreement;
 - (iii) Player's contract status with any NFL Club(s); or
 - (iv) Services to be provided by prospective Contract Advisor either through a Standard Representation Agreement or otherwise.
- (b) If a player, already a party to a Standard Representation Agreement, initiates communication with a Contract Advisor relating to any of the subject matters listed in Section 3(B)(21)(a) the Contract Advisor may continue communications with the Player regarding any of those matters.
- (c) Section 3(B)(21) shall not apply to any player who has less than sixty (60) days remaining before his NFL Player Contract expires, and he has not yet signed a new Standard Representation Agreement with a Contract Advisor within the sixty (60) day period.
- (d) Section 3(B)(21) shall not prohibit a Contract Advisor from sending a player written materials which may be reasonably interpreted as advertising directed at players in general and not targeted at a specific player.
- (22) Conditioning the signing of a Standard Representation Agreement upon the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity; or conditioning the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity upon the signing of a Standard Representation Agreement;
- (23) Attempting to circumvent or circumventing relevant portions of Section 4(B)(5);
- (24) Affiliating with or advising players to use the services of a person who is not an NFLPA Registered Player Financial Advisor for purposes of providing financial advice to the player; or acting as a "Financial Advisor" and/or providing "Financial Advice" to an NFL player as those terms are defined in the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors, without first becoming a Registered Player Financial Advisor pursuant to the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors;
- (25) Entering into any business relationship with another Contract Advisor to share fees and/or provide negotiation services for players during a time period commencing when a Disciplinary Complaint has been filed against such Contract Advisor pursuant to Section 6 of these Regulations and ending when disciplinary sanctions become final or, if the sanctions include a suspension or revocation of Certification, at the end of the period of the suspension or revocation of Certification, whichever is later;
- (26) Directly or indirectly soliciting a prospective rookie player for representation as a Contract Advisor (A "rookie" shall be defined as a person who has never signed an NFL Player Contract) if that player has signed a Standard Representation Agreement prior to a date which is thirty

SECTION 3(B)

(30) days before the NFL Draft and if thirty (30) days have not elapsed since the Agreement was signed and filed with the NFLPA;

(27) Directly or indirectly communicating or attempting to communicate with a member of the Committee on Agent Regulation and Discipline ("CARD") concerning the Contract Advisor's pending disciplinary action pursuant to Section 6 of these Regulations once an investigation has commenced relating to that Contract Advisor and continuing through the final disposition of any Section 6 disciplinary action. Notwithstanding the foregoing, communication with the Committee on Agent Regulation and Discipline concerning a pending disciplinary action is permitted when the Committee as a group requests or agrees to discuss the pending disciplinary action with the Contract Advisor and/or his or her representative;

(28) Referring a player to a workers compensation attorney who is not a member of the NFLPA Panel of Workers Compensation Attorneys;

(29) Negotiating and agreeing to an NFL Player Contract containing an incentive clause which is not of any significant value to the player and which instead is primarily intended to help an NFL Club meet its guaranteed Minimum Team Salary under the CBA. (If the player informs the Contract Advisor that he desires to agree to such an incentive with or without the Contract Advisor's participation, the Contract Advisor must present satisfactory evidence to the NFLPA that the Contract Advisor counseled the player that such incentive could significantly undermine the Minimum Team Salary protections for players under the CBA.);

(30) [deleted]

(31) Violating any other provision of these Regulations;

(32) Using, associating with, employing or entering into any business relationship with any individual in the recruitment of prospective player-clients who is not Certified and in good standing as a Contract Advisor pursuant to these Regulations;

A Contract Advisor who engages in any prohibited conduct as defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations.

**SECTION 4: AGREEMENTS BETWEEN
CONTRACT ADVISORS AND PLAYERS; MAXIMUM FEES**

A. Standard Form

Any agreement between a Contract Advisor and a player entered into after the effective date of these Regulations, which is not in writing in the pre-printed form attached hereto as Appendix D or which does not meet the requirements of these Regulations, shall not be enforceable against any player and no Contract Advisor shall have the right to assert any claim against the player for compensation on the basis of such a purported contract.

B. Contract Advisor's Compensation

(1) The maximum fee which may be charged or collected by a Contract Advisor shall be three percent (3%) of the "compensation" (as defined within this Section) received by the player in each playing season covered by the contract negotiated by the Contract Advisor, except as follows:

(a) The maximum fee which may be charged or collected by a Contract Advisor shall be:



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- (i) Two percent (2%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation, or as a Restricted Free Agent;
- (ii) One-and-one-half percent (1.5%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the second time he is tagged; and
- (iii) One percent (1%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the third time he is tagged.

(2) The Contract Advisor and player may agree to any fee which is less than the maximum fee set forth in (1) above.

(3) As used in this Section 4(B), the term "compensation" shall be deemed to include only salaries, signing bonuses, reporting bonuses, roster bonuses, Practice Squad salary in excess of the minimum Practice Squad salary specified in Article 33 of the Collective Bargaining Agreement, and any performance incentives earned by the player during the term of the contract (including any option year) negotiated by the Contract Advisor. For example, and without limitation, the term compensation shall not include any "honor" incentive bonuses (e.g. ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits or other payments provided for in the player's individual contract.

(4) A Contract Advisor is prohibited from receiving any fee for his/her services until and unless the player receives the compensation upon which the fee is based. However, these Regulations recognize that in certain circumstances a player may decide that it is in his best interest to pay his Contract Advisor's fee in advance of the receipt of any deferred compensation from his NFL club. Accordingly, a player may enter into an agreement with a Contract Advisor to pay the Contract Advisor a fee advance on deferred compensation due and payable to the player. Such fee advance may only be collected by the Contract Advisor after the player has performed the services necessary under his contract to entitle him to the deferred compensation. Further, such an agreement between a Contract Advisor and a player must be in writing, with a copy sent by the Contract Advisor to the NFLPA.

For purposes of determining the fee advance, the compensation shall be determined to be an amount equal to the present value of the deferred player compensation. The rate used to determine the present value of the deferred compensation shall be the rate at which the term "Interest" is defined under Article 1 of the 2011 CBA.

(5) A Contract Advisor who is found to have violated Section 3(B)(2) or (3) of these Regulations shall not be entitled to a fee for services provided to a player who was the subject of an improper inducement under Section 3(B)(2) or (3). In the event that the Contract Advisor collects any fees from the player before a finding of such violation, he/she shall be required to reimburse the player for such fees. If the improper inducement was a loan of money or property which was to be repaid or returned to the Contract Advisor, the money or property need not be repaid or returned by the player who was the subject of the improper inducement under Section 3(B)(2) or (3). This Section 4(B)(5) shall not be subject to any waiver by player, and any attempt by a Contract Advisor to circumvent this provision shall subject the Contract Advisor to discipline under these Regulations. Nothing in this subsection shall preclude the NFLPA from disciplining a Contract Advisor who violates Section 3(B)(2) or (3), it being intended that the forfeiture of fees and/or loaned money or property be in addition to any discipline imposed under these Regulations.

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C. Existing Representation Agreements

Any representation agreement between an NFL player and a Contract Advisor which was signed between March 11, 2011 and September 9, 2011 shall remain in full force and effect and shall govern the relationship between the Contract Advisor and the player. Any disputes between the parties concerning such agreements may be submitted for arbitration under these Regulations if both the player and the Contract Advisor agree in writing to do so.

SECTION 5: ARBITRATION PROCEDURES

A. Disputes

This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following:

- (1) Denial by the NFLPA of an Applicant's Application for Certification;
- (2) Any dispute between an NFL player and a Contract Advisor with respect to the conduct of individual negotiations by a Contract Advisor;
- (3) The meaning, interpretation or enforcement of a fee agreement;
- (4) Any other activities of a Contract Advisor within the scope of these Regulations;
- (5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3(B)(21). If a Contract Advisor proves such a violation of Section 3(B)(21), then the Arbitrator shall award reasonable damages proven and/or any money award which he/she deems equitable; and/or
- (6) A dispute between two or more Contract Advisors with respect to their individual entitlement to fees owed, whether paid or unpaid, by a player-client who was jointly represented by such Contract Advisors, or represented by a firm with which the Contract Advisors in question were associated. In such cases, at player's option any fees paid or payable by the player after the dispute arises shall be placed in escrow pending final resolution of such dispute, and paid out of escrow in accordance with the Arbitrator's decision.

(With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2(D). Once arbitration has been invoked, the procedure set forth in Section 5(E)-(H) below shall apply.)

B. Filing

The arbitration of a dispute under Section 5(A)(2)-(5) above shall be initiated by the filing of a written grievance either by the player or Contract Advisor. Any such grievance must be filed within six (6) months from the date of the occurrence of the event upon which the grievance is based or within six (6) months from the date on which the facts of the matter become known or reasonably should have become known to the grievant, whichever is later. A player need not be under contract to an NFL club at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a Contract Advisor by (i) sending the written grievance by prepaid certified mail to the Contract Advisor's business address or by personal delivery at such address, and (ii) sending a copy to the NFLPA. A Contract Advisor may initiate a griev-



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ance against a player or Contract Advisor by (i) sending a written grievance by prepaid certified mail to the player or Contract Advisor or by personal delivery of the grievance to the player or Contract Advisor, and (ii) sending a copy to the NFLPA. The written grievance shall set forth the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and Contract Advisor alleged to have been violated, if applicable, and the relief sought. In addition, a properly and fully completed Section 5 Grievance Notification Form (Attached as Appendix F) shall be attached to the written grievance and sent to the respondent, with a copy to the NFLPA.

C. Answer

The party against whom a grievance has been filed ("the respondent") shall answer the grievance in writing by certified mail or personal delivery to the grievant and the NFLPA within twenty (20) calendar days of receipt of the grievance. The answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth, where applicable, the reasons why the respondent believes the grievance should be denied. No later than thirty (30) days after receipt of the grievance, the NFLPA shall provide the Arbitrator with copies of the grievance and answer and all other relevant documents. If an answer is not filed within this time limit, the Arbitrator, in his/her discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

D. Arbitrator

The NFLPA shall select a skilled and experienced person to serve as the outside impartial Arbitrator for all cases arising hereunder. The Committee on Agent Regulation and Discipline ("CARD") may, at its discretion, appoint up to two (2) additional arbitrators so as to create a panel of three (3) arbitrators to hear cases arising hereunder.

E. Hearing

After receipt of the grievance documents pursuant to this Section 5(C), or receipt of an appeal of a denial of Certification pursuant to Section 2(D), the Arbitrator shall select a time and place for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the NFLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents shall include but not be limited to NFL Player Contracts, other salary information, and Standard Representation Agreements. The Arbitrator may, at his/her discretion, order discovery in disputes between Contract Advisors filed pursuant to Section 5(A)(5).

The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At such hearing, all parties to the dispute and the NFLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call at the discretion of the Arbitrator. All hearings shall be transcribed. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance.

Such decision shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Contract Advisor involved; provided, however, that the Arbitra-

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tor will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) days. The Arbitrator may award interest at his/her discretion.

F. Telephone Conference Call Hearings

Any hearing conducted pursuant to the provisions of this Section in which the amount in dispute is less than \$10,000 shall be conducted via telephone conference call if any party so requests.

G. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne by the NFLPA; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit.

H. Time Limits

The time limits of this Section may be extended only by written agreement of the parties.

SECTION 6: OVERSIGHT AND COMPLIANCE PROCEDURE

A. Disciplinary Committee

The President of the NFLPA shall appoint a three to five person Committee on Agent Regulation and Discipline ("CARD" or "the Committee") which may prosecute disciplinary procedures against Contract Advisors who violate these Regulations. Any action taken shall be by a majority vote of the Committee on Agent Regulation and Discipline members. The Committee on Agent Regulation and Discipline shall consist of active or retired NFL players chosen at the discretion of the President. The General Counsel of the NFLPA shall serve as a non-voting advisor to the Committee and will serve as its Counsel in prosecuting disciplinary actions pursuant to this Section.

B. Complaint; Filing

Disciplinary proceedings against any Certified Contract Advisor shall be initiated by the filing of a written Complaint against the Contract Advisor by the Committee on Agent Regulation and Discipline. Such complaint shall be based upon verified information received by the Committee on Agent Regulation and Discipline from any person having knowledge of the action or conduct of the Contract Advisor in question, including, but not limited to, players, NFLPA staff, other Contract Advisors, NFL Management Personnel, or other persons associated with professional or amateur football. The Complaint shall be sent to the Contract Advisor by confirmed facsimile or overnight delivery addressed to the Contract Advisor's business office, or may be hand-delivered to the Contract Advisor personally at his/her business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee on Agent Regulation and Discipline within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information became known or reasonably should have become known to the Committee on Agent Regulation and Discipline, whichever is later. The filing deadline for initiating a Complaint arising out of facts which are the subject of a Section 5 dispute, civil



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or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator's final decision in the Section 5 grievance or final disposition in such other civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation.

In the extraordinary circumstance where the Committee on Agent Regulation and Discipline's investigation discloses that the Contract Advisor's conduct is of such a serious nature as to justify immediately revoking or suspending his/her Certification, the Committee on Agent Regulation and Discipline may immediately revoke or suspend his/her Certification with the filing of the Disciplinary Complaint or thereafter. In such event, the Contract Advisor will be entitled to an expedited appeal of that action pursuant to Section 6(E) of the Regulations, except that such appeal shall not stay the discipline.

A Contract Advisor's Certification shall automatically be revoked pursuant to the above-referenced extraordinary circumstances language if a Contract Advisor: (1) Has his/her annual membership dues check returned for insufficient funds on two or more occasions; (2) Fails to attend a Contract Advisor seminar in any given year as required pursuant to Section 3 (A) (4); or (3) Fails to submit a completed and signed year-end certification as required pursuant to Article 18, Section 2(b) of the 2011 Collective Bargaining Agreement. (The preceding sentence shall not limit in any way the Committee on Agent Regulation and Discipline's ability to determine extraordinary circumstances on a case-by-case basis.)

C. Answer

The Contract Advisor against whom the Complaint has been filed shall have thirty (30) days in which to file a written answer to the Complaint. Such answer shall be sent by confirmed facsimile or overnight delivery to the Committee on Agent Regulation and Discipline at the offices of the NFLPA. The answer must admit or deny the facts alleged in the Complaint, and must assert any facts or arguments which the Contract Advisor wishes to state in his/her defense. Failure to file a timely answer shall be deemed an admission of the allegations in the Complaint and a consent to the revocation of the Contract Advisor's Certification and/or to any other discipline imposed by the Committee.

D. Proposed Disciplinary Action

Except in cases where discipline has been imposed prior to the receipt of the answer, the Committee on Agent Regulation and Discipline shall, as soon as possible but no later than ninety (90) days after receipt of the answer, inform the Contract Advisor in writing (by confirmed facsimile or overnight delivery) of the nature of the discipline, if any, the Committee on Agent Regulation and Discipline proposes to impose, which discipline may include one or more of the following:

- (1) Issuance by the Committee of an informal order of reprimand to be retained in the Contract Advisor's file at the NFLPA's offices;
- (2) Issuance by the Committee of a formal letter of reprimand which may be made public in NFLPA publications and other media;
- (3) Suspension of a Contract Advisor's Certification for a specified period of time during which Contract Advisor shall be prohibited from representing any NFL player in individual contract negotiations with an NFL club or assisting in or advising with respect to such negotiations. During such suspension Contract Advisor shall also be prohibited from engaging either directly or indirectly in any "recruiting activities." The term "recruiting activities" shall be deemed to

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include recruiting of any NFL players or prospective NFL players on behalf of himself/herself or any representation firm with which the suspended Contract Advisor is associated, and/or recruiting on behalf of any other Contract Advisor or representation firm. During such suspension Contract Advisor may, at the discretion of the Committee on Agent Regulation and Discipline, be prohibited from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Representation Agreement;

(4) Revocation of the Contract Advisor's Certification hereunder;

(5) Prohibit a Contract Advisor from soliciting or representing any new player-clients for a specified period of time. However, Contract Advisor shall retain the right to represent any player-clients signed to a Standard Representation Agreement with Contract Advisor at the time of the suspension; and/or

(6) Imposition of a fine payable within thirty (30) days of the imposition of such fine, with one-half (1/2) of such fine payable to the Players Assistance Trust (PAT) and one-half (1/2) payable to NFL Players Charities.

E. Appeal

The Contract Advisor against whom a Complaint has been filed under this Section may appeal the Committee on Agent Regulation and Discipline's proposed disciplinary action to the outside Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following Contract Advisor's receipt of notification of the proposed disciplinary action. A timely filing of a Notice of Appeal shall result in an automatic stay of any disciplinary action, except in cases of: (1) immediate suspension or revocation of a Certification pursuant to Section 6(B); (2) a failure to pass a Contract Advisor examination pursuant to Section 3(A)(15); or, (3) a denial of an Application for Certification pursuant to Section 3(D).

Within ten (10) days of receipt of the Notice of Appeal, the Arbitrator shall set a date, time and place for a hearing on the Appeal. Such date shall be within forty-five (45) days of receipt of the Notice of Appeal. The failure of Contract Advisor to file a timely appeal shall be deemed to constitute an acceptance of the discipline which shall then be promptly imposed.

F. Arbitrator

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same Contract Advisor and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the NFLPA shall select another skilled and experienced person to serve as the outside impartial Arbitrator.

G. Conduct of Hearing

At the hearing of any Appeal pursuant to this Section 6, the Committee on Agent Regulation and Discipline shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the Contract Advisor shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the action or conduct of the Contract Advisor alleged to be in violation of the Regulations. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. All



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hearings pursuant to this Section shall be transcribed. There shall be no pre-hearing or post-hearing briefs required in Appeal hearings unless requested by the Arbitrator on a specific legal issue.

At the close of the hearing in expedited appeals or within thirty (30) days thereafter in non-expedited cases, the Arbitrator shall issue a decision on the Appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee on Agent Regulation and Discipline. The Arbitrator shall decide two issues: (1) whether the Contract Advisor has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding upon all parties.

H. Time Limits, Costs

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NFLPA, except that the Contract Advisor shall pay any Arbitrator fees or expenses relating to a hearing that is postponed by the Contract Advisor. Each party will bear the costs of its own witnesses and counsel, and other expenses related to its participation in the proceedings.

SECTION 7: EFFECTIVE DATE; AMENDMENTS

These Regulations became effective on September 9, 2011 and include all amendments subsequently adopted by the NFLPA Board of Player Representatives through March 2012.

These Regulations may be amended from time to time by the Executive Committee and/or the Board of Player Representatives of the NFLPA.



Appendix A



NFL PLAYERS
ASSOCIATION

APPLICATION FOR CERTIFICATION AS AN NFLPA CONTRACT ADVISOR

I, _____
(Full Name) (Social Security number)

(Business name)

(Business address and affiliation, if any) (Zip Code)

(Telephone) (Fax) (E-Mail Address)

hereby apply for certification as an NFLPA Contract Advisor pursuant to the NFLPA Regulations Governing Contract Advisors as adopted, effective September 9, 2011, and amended periodically thereafter.

In advance of completing and signing this Application, I have read the NFLPA Regulations Governing Contract Advisors, which were provided to me along with this Application.

In submitting this Application, I agree to comply with and be bound by these Regulations (including but not limited to the maximum fee schedule), which are incorporated herein by reference and any subsequent amendments thereto.

I understand that I am required to fully and properly complete this Application and that my failure to do so prior to the Application filing deadline will result in an automatic denial of my Application.

I understand that making any false or misleading statement of a material nature in answering any question on this Application can result in denial or revocation of Certification. Further, I understand and agree that during the period of time between my filing of this Application for Certification and my Certification by the NFLPA, I am prohibited from directly or indirectly soliciting any players for representation as a Contract Advisor.

I understand that all the information contained in this Application is for the use of the NFLPA and its members, both present and future, in efforts to achieve quality representation for NFL players. I agree that all of the information contained herein can be maintained and used by the NFLPA in performing its functions and can be provided by the NFLPA to individual NFL players or prospective players.

I understand and agree that a precondition to being granted Certification is that I swear and affirm that every agreement which I enter into with a player for the performance of a Contract Advisor's services on or after September 9, 2011 (including any modification, extension or renewal of an agreement that was in effect prior to September 9, 2011) shall conform to the Standard Representation Agreement required by the Regulations.

I agree that if granted Certification I will save and hold harmless the NFLPA, its officers, employees, and representatives from any liability whatsoever resulting from my acts of commission or omission in providing services to any player in connection with his individual contract negotiations with an NFL Club or in connection with any subsequent enforcement of such individual contract or any other contracts involving any player I represent.

I agree that if I am denied Certification or if subsequent to obtaining Certification it is revoked or suspended pursuant to the Regulations, the exclusive method for challenging any such action is through the arbitration procedure set forth in the Regulations.

In consideration for the opportunity to obtain Certification and in consideration of the NFLPA's time and expense incurred in the processing of my application for such Certification, I further agree that this Application and the Certification, if one is issued to me, along with the NFLPA Regulations Governing Contract Advisors shall constitute a contract between the NFLPA and myself.

ALL QUESTIONS MUST BE ANSWERED COMPLETELY AND MUST BE TYPED.

If space provided is not sufficient, attach additional information on a separate sheet and clearly identify the item number the additional sheet(s) represent.

1. General

a. Have you ever been known by any other name or surname?

☐ YES ☐ NO If yes, state all names used and when used, including a maiden name or any other married names:

b. Date of birth: ____/____/____ Birthplace: _____

c. Name of spouse: _____

d. Spouse's employer and address: _____

e. Does your spouse or any other relative have any business relationship with the National Football League or its Clubs?

☐ YES ☐ NO If yes, specify in detail:

2. Education

a. Law or other graduate school attended:

(Full name)



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Dates of Attendance: From _____ to _____
(month & year) (month & year)

Degree: _____ Date awarded: _____

b. Colleges or Universities attended:

(school) (city & state) (dates attended) (degree) (date awarded)

(school) (city & state) (dates attended) (degree) (date awarded)

(school) (city & state) (dates attended) (degree) (date awarded)

c. High School attended:

(school) (city & state) (year graduated)

d. If you have not received a degree from an accredited four year college/university and a post-graduate degree from an accredited college/university, list below the negotiating experience you wish the NFLPA to consider in lieu of a college and post-graduate degree (See Regulations, Section 2 (A)).

3. Current Occupation/Employment

a. I am currently: (check one)

☐ EMPLOYED BY:

(name of employer) (address) (telephone)

(dates of employment)

(nature of employment)

☐ DOING BUSINESS AS:

(name of employer) (address) (telephone)

(dates of employment)

(nature of employment)

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- b. Please list below the names of employers, addresses, telephone numbers, positions held, and dates of all your employment for the past ten (10) years (use additional pages if necessary).

4. Lawyers and Law Graduates

- a. Have you been admitted to the Bar in any jurisdiction?

☐ YES ☐ NO If yes, please list jurisdiction and dates of admissions:

(jurisdiction)	(date of admission)
(jurisdiction)	(date of admission)
(jurisdiction)	(date of admission)

- b. Do you have any Application for Bar admission currently pending?

☐ YES ☐ NO If yes, please state where you have applied and the status of that Application:

- c. Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined or disqualified as an attorney, as a member of any other profession, or as a holder of any public office?

☐ YES ☐ NO If yes, please describe each such action, the dates of occurrence, and the name and address of the authority imposing the action in question:



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d. Are any charges or complaints currently pending against you regarding your conduct as an attorney, as a member of any profession, or as a holder of public office?

☐ YES ☐ NO If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

e. Has your right to practice before any governmental office, bureau, agency, commission, etc., ever been restricted, suspended, withdrawn, denied, or terminated?

☐ YES ☐ NO If yes, please explain fully:

5. All Applicants

(Lawyers and law graduates need not repeat answers given in Section 4 pertaining to your status as a lawyer or law graduate when providing answers in this Section. For example, if a lawyer is also a CPA, answer these questions only as they relate to your status as a CPA.)

a. Are you a member of any business or professional organization which directly relates to your occupation or profession?

☐ YES ☐ NO If yes, please list:

b. Please list any occupational or professional licenses or other similar credentials (i.e., Certified Public Accountant, Chartered Life Underwriter, Registered Investment Advisor, etc.) you have obtained other than college or graduate school degrees, including dates obtained:

c. Are you registered or have you applied to be registered pursuant to any state statutes regulating athlete agents?

☐ YES ☐ NO If yes, list states and status of registration:

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d. Have you ever been denied an occupational or professional license, franchise or other similar credentials for which you applied?

☐ YES ☐ NO If yes, please explain fully:

e. Do you currently have pending any application for an occupational or professional license, franchise or other similar credentials?

☐ YES ☐ NO If yes, please describe and indicate status of each such application:

f. Have you ever been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member of any profession, or as a holder of any public office?

☐ YES ☐ NO If yes, please describe each such action, the date(s) of occurrence, and the name and address of the authority imposing the action in question:

g. Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public office?

☐ YES ☐ NO If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

h. Has your right to engage in any profession or occupation ever been restricted, suspended, withdrawn, or terminated?

☐ YES ☐ NO If yes, please explain fully:



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6. All Applicants:

a. Have you ever been charged with, indicted for, convicted of, or pled guilty or pled no contest to a criminal charge, other than minor traffic violations (\$100 fine or less)?

☐ **YES** ☐ **NO** If yes, please indicate nature of offense, date of conviction, criminal authority involved, and punishment assessed:

b. Have you ever been a defendant in any civil proceedings in which allegations of fraud, misrepresentation, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery, professional negligence, or legal malpractice were made against you?

☐ **YES** ☐ **NO** If yes, please describe fully and indicate results of the civil proceeding(s) in question:

c. Have you ever had legal proceedings brought against you by any player, players association, professional sports club or league (NFL or otherwise) for any reason?

☐ **YES** ☐ **NO** If yes, please describe fully and indicate the results of the civil action in question:

d. Have you ever been adjudicated insane or legally incompetent by any court?

☐ **YES** ☐ **NO** If yes, please provide details:

e. Were you ever suspended or expelled from any college, university, graduate school, or law school?

☐ **YES** ☐ **NO** If yes, please explain fully:

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f. Has any surety or any bond on which you were covered been required to pay any money on your behalf?

☐ YES ☐ NO If yes, please describe circumstances:

g. Are there any unsatisfied judgments of continuing effect against you (other than alimony or child support)?

☐ YES ☐ NO If yes, provide full details:

h. Have you ever been declared bankrupt or been an owner or part owner of a business which has declared bankruptcy?

☐ YES ☐ NO If yes, provide full details:

7. References

a. Please list below the names, addresses, and daytime telephone numbers of at least three (3) persons, not related to you, who have known you for at least the last five (5) years and who can attest to your character. (Names of officers, Player Representatives, or staff members of the NFLPA may not be used):

b. Please list below the names, current addresses, and current telephone numbers of at least two entities which can attest to your financial credit. (i.e., credit card companies, lending institutions, etc.):

8. Professional Sports Experience

a. Please list below (or attach a list which includes) the names of every NFL player, including rookies, you are now representing or have represented in the past in individual contract negotiations with NFL Clubs, including the dates of such representation and the NFL Club(s) involved:



b. Apart from professional football, list any other professional sports in which you currently represent or have previously represented any professional athletes, state whether you have been approved or certified as agent in such sport (and the date of approval) and for each such sport specify the number of athletes you currently represent:

c. (Optional - applicant may refrain from answering if he/she desires.)

Please list below the names of any other professional athletes, entertainers, or celebrities you are now representing or have represented in the past, indicating the type of representation, the dates of representation, and the employers involved:

9. NFL Management Personnel

List the names of any coaches, general managers or other management officials of any NFL Club you presently represent or have represented in the past regarding employment with their respective Clubs:

10. Related Businesses and Personnel

a. List the name, address and phone number for each firm or organization with which you are currently affiliated where the business of representing professional athletes is customarily conducted:

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b. For each such firm or organization, state whether it is a sole proprietorship, corporation, partnership, or other entity (specify):

c. If a partnership, list the name of each partner; if a corporation, list the name of each officer and member of the board of directors. Designate those partners, officers or members of the board of directors who customarily perform work for professional athletes:

d. List each person, not named in 10.c. above who: (a) has a significant ownership interest in your firm or organization; (b) has wholly or partially financed your firm or organization (other than financing or credit extended in the ordinary course of business by lending institutions); or (c) directly or indirectly exercises or has the power to exercise a controlling influence over the management of your firm or organization:

e. Describe the ownership interest, the amount of financing, and/or basis of controlling influence for each person listed in 10.d. above:

f. Describe fully the nature of the business of each of your firm(s) or organization(s) listed in 10.a. above:



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g. With respect to your present business, list each person employed by that business who is engaged in the representation of professional athlete(s) and write a description of his/her area(s) of specialty:

h. List all persons employed by you or any of your businesses, either directly or indirectly, who solicit, recruit or recommend players on your behalf. For each person listed include current addresses, phone numbers, and a brief description of your business relationship with them, including any fee arrangements:

11. Business Services

a. What services do you or your firm provide to Players?

(Please check each service provided.)

☐ Contract Negotiation ☐ Estate Planning

☐ Tax Planning ☐ Financial Planning

☐ Investment Counseling ☐ Appearances/Endorsements

Other Services (Explain) _____

b. Do you manage, invest or in any other manner handle funds for NFL players?

☐ YES ☐ NO If yes, are you bonded?

☐ YES ☐ NO If yes, please provide details as to the amount of the bond, the name and address of the surety or bonding company, etc.:

If yes, are you currently registered under the Investment Advisor's Act? If no, explain why:

c. If you do not provide services in one or more of the areas listed in 11.a. above, do you assist the player in securing such services?

☐ YES ☐ NO If so, describe what you do in this regard (include name and address of each individual/firm to which you customarily refer players for each such service and state whether or not you receive a fee from those individuals for the referral, and the basis of any fee.):

d. With respect to the areas in which you do not provide services, do you: (a) have an ownership interest in; (b) wholly or partially finance; or (c) directly or indirectly exercise a controlling influence over any firm or organization that does provide such services?

☐ YES ☐ NO If so, list the name and address of each firm or organization, the services it provides, and a detailed explanation of your relationship to and/or involvement with such firm or organization (including financial relationships):

e. Do you have any agreement, understanding or relationship of any kind with any individual, firm or organization pursuant to which such individual, firm or organization solicits or recommends players to use your services?

☐ YES ☐ NO If so, explain fully, including the name and address of each such person, firm or organization, and whether or not you provide any compensation or other consideration to such individual, firm or organization:

f. If you provide services in addition to contract negotiation services, please indicate your customary fees for financial planning, investment counseling, estate planning, tax planning, legal advice, and/or appearances/endorsements. (Specify whether fees are based on a percentage of the player's salary negotiated, on his total income, on an hourly fee, or on some other arrangement.) Specify your customary fees in each such area, and indicate the relationship, if any, of such fees to the fees you charge for player contract negotiations and related services:



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g. Do you bill the player for your expenses in connection with the services referred to in number 11.f. above?

☐ YES ☐ NO If so, on what basis do you bill (e.g. itemize out-of-pocket, daily rate or other basis):

h. Do you allocate any expenses among various player clients?

☐ YES ☐ NO If so, describe method of allocation:

ACKNOWLEDGEMENT

CITY OF: _____

STATE OF: _____

I, _____, being first duly sworn, say that I have read the foregoing questions and have personally answered the same fully and honestly and the answers to said questions are true to my knowledge. Further, I agree to be bound by these Regulations in their entirety.

Signature of Applicant

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public

Appendix B



NFL PLAYERS
ASSOCIATION

**AUTHORITY AND CONSENT TO PROCURE AND RELEASE INFORMATION
INCLUDING PERSONAL CONSUMER CREDIT REPORTS**

(1) SCREENING QUESTIONNAIRE FOR IDENTIFICATION PURPOSES:

Name: _____
(Last) (First) (Middle)

Home Address: _____
(Street) (City) (State) (Zip Code)

Social Security #: _____ Date of Birth: _____

Driver's License #: _____ State: _____

(2) AUTHORIZATION AND GENERAL RELEASE:

I understand the NFL PLAYERS ASSOCIATION is assessing my qualifications to be an NFLPA Certified Contract Advisor. I understand that being a Contract Advisor is a position of trust and as such I hereby authorize the NFL PLAYERS ASSOCIATION and all of its agents to request and receive any information and records concerning me, including, but not limited to, consumer credit, criminal record history, driving, employment, military, civil, regulatory, educational data, and reports, from any individuals, corporations, partnerships, associations, institutions, schools, governmental agencies and departments, courts, law enforcement and licensing agencies, consumer reporting agencies, and other entities, including my present and previous employers ("Third Party Institutions"). I understand that this potential relationship is a business relationship and is neither a potential relationship involving employment nor a transaction for personal, family or household purposes. I further release and discharge the NFL PLAYERS ASSOCIATION, all of its agents and all of its subsidiaries and affiliates, the Third Party Institutions and every employee or agent of any of them, and all individuals and personal, business, private, or public entities of any kind, from any and all claims and liability arising out of any request(s) for, or receipt of, information or records pursuant to this authorization, or arising out of any compliance, or attempted compliance, with such request(s). I also authorize the NFL PLAYERS ASSOCIATION to procure investigative reports and understand that they may involve personal interviews with sources such as friends, neighbors, and associates. I also hereby authorize and consent to the procurement by the NFL PLAYERS ASSOCIATION or its agents of a personal consumer credit report on me for the purpose of the NFL PLAYERS ASSOCIATION making this business decision about me. I understand that I have the right to make a written request within a reasonable period of time for disclosure of the personal consumer credit report, such personal consumer credit report being governed by the Fair Credit Reporting Act. I acknowledge that I have voluntarily provided the above information for qualification as an NFLPA Certified Contract Advisor, and I have carefully read and I understand this authorization. Further, I understand that the NFL PLAYERS ASSOCIATION or its agents have the right to periodically request and receive any information and records concerning me during the time period I remain an NFLPA Certified Contract Advisor and that any information obtained during the initial investigation or any follow-up investigation may be provided to players and their family members who are advising them in selecting a Contract Advisor. The following is my true and complete legal name, and all the above information is true and correct to the best of my knowledge.

SIGNED: _____ DATE: _____



Appendix C



NFL PLAYERS
ASSOCIATION

**NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION
CONTRACT ADVISOR CERTIFICATION**

THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION,

relying upon an

Application for Certification previously filed, hereby grants Certification to

to act as an NFLPA Contract Advisor pursuant to the

NFLPA Regulations Governing Contract Advisors

adopted September 9, 2011

and amended from time to time thereafter.

This Certification is effective beginning as of the date hereof,

and shall continue in full force in effect until and

unless suspended, revoked, or terminated in accordance with

the foregoing Regulations.

Dated at Washington, DC. this _____ day of _____, 20__.

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

By _____

By issuing this Certification the NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

does not endorse or recommend the employment of the holder of this Certification and expressly prohibits any Contract Advisor from

representing or holding out that this Certification is evidence of the holder's skill, honesty, competence or qualifications to represent players in contract

negotiations or otherwise. The NFLPA disclaims any liability for the acts or omissions of any Contract Advisor certified by it.

Appendix D

NOTE: Request official copies of NFLPA Standard Representation Agreement from NFLPA.



NFL PLAYERS
ASSOCIATION

STANDARD REPRESENTATION AGREEMENT

This AGREEMENT made this _____ day of _____, 20____, by and between _____ (hereinafter "Player") _____ and (hereinafter

"Contract Advisor")

WITNESSETH:

In consideration of the mutual promises hereinafter made by each to the other, Player and Contract Advisor agree as follows:

1. General Principles

This Agreement is entered into pursuant to and in accordance with the National Football League Players Association (hereinafter "NFLPA") Regulations Governing Contract Advisors (hereinafter the "Regulations") effective September 9, 2011, and as amended thereafter from time to time.

2. Representations

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly certified as a Contract Advisor by the NFLPA. Player acknowledges that the NFLPA Certification of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by NFLPA of the Contract Advisor's competence, honesty, skills or qualifications.

Contract Advisor hereby discloses that he/she (check one): [☐] represents or has represented; [☐] does not represent and has not represented NFL management personnel, any NFL coaches, other professional football league coaches, or college football coaches in matters pertaining to their employment by or association with any NFL club, other professional football league club or college. If Contract Advisor responds in the affirmative, Contract Advisor must attach a properly completed and signed SRA Coaches and NFL Personnel Disclosure Form (Appendix G of the Regulations).

3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the National Football League. In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with NFL Clubs. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. However, Contract Advisor shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by Player. Once Player agrees to and executes his player contract, Contract Advisor agrees to also sign the player

