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10 Attorneys for Plaintiff Bob Grant,  
 Dr. Clinton Jones, Walter Roberts,  
 11 III, Marvin Cobb and Bernard Parrish,  
 on behalf of themselves and all others  
 12 similarly situated

13 UNITED STATES DISTRICT COURT  
 14 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 15 LOS ANGELES DIVISION

16 **CV11 03118RSL (FFM)**

17 BOB GRANT; DR. CLINTON JONES;  
 18 WALTER ROBERTS, III; MARVIN COBB;  
 BERNARD PARRISH, on behalf of  
 19 themselves and all others similarly situated,

20 Plaintiffs,

21 vs.

22 NATIONAL FOOTBALL LEAGUE  
 PLAYERS ASSOCIATION, a Virginia  
 23 corporation; and NATIONAL FOOTBALL  
 LEAGUE PLAYERS INCORPORATED  
 24 d/b/a PLAYERS INC., a Virginia  
 corporation,

25 Defendants.

CASE NO.  
 COMPLAINT FOR BREACH OF  
 FIDUCIARY DUTY AND AN  
 ACCOUNTING  
 (DEMAND FOR JURY TRIAL)

26 Plaintiffs Bob Grant ("Grant"), Clinton Jones ("Jones"), Walter Roberts, III  
 27 ("Roberts"), Marvin Cobb ("Cobb") and Bernard Parrish ("Parrish"), by and through their  
 28 undersigned attorneys, bring this Complaint on behalf of themselves and other similarly

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 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

BY: 

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IS  
 21

1 situated retired National Football League (“NFL”) players against the National Football  
2 League Players, Inc. (“PLAYERS INC.”) and its parent labor union, the National  
3 Football League Players Association (the “NFLPA” or the “Players Union”) (sometimes  
4 collectively referred to as “Defendants”), as follows:

5 I.

6 **INTRODUCTION**

7 In 2007, Herbert Anthony Adderley, Bernard Parrish and a class of similarly  
8 situated retired NFL players brought a class action lawsuit alleging breach of contract  
9 and breach of fiduciary duty against the NFLPA and PLAYERS, INC., entitled *Adderley*  
10 *et al. v. National Football League Players Association et al.*, Case No. 07-0943 WHA  
11 (hereinafter “the Adderley Action”).

12 A class was certified in the Adderley Action, with Mr. Adderley as the class  
13 representative, consisting of “all retired NFL players who executed a group licensing  
14 authorization form (GLA) with the NFLPA that was in effect at any time between  
15 February 14, 2003 and February 14, 2007 and which contains the following language:  
16 “[T]he moneys generated by such licensing of retired player group rights will be divided  
17 between the player and an escrow account for all eligible NFLPA members who have  
18 signed a group licensing authorization form.” (“the Adderley Class”).

19 In the Adderley Action, Plaintiffs alleged, and the jury found, that the NFLPA  
20 breached a fiduciary duty to the Adderley Class by failing to pursue licensing  
21 opportunities on behalf of the retired players, concentrating its efforts instead on current  
22 players.

23 This case is a class action lawsuit brought by Grant, Jones, Roberts, Cobb and  
24 Parrish (collectively, “Plaintiffs”), on behalf of themselves and a class of retired NFL  
25 football players who were **not** included in the Adderley Class definition. Plaintiffs in this  
26 case were excluded from the settlement in the Adderley Action on the grounds that they  
27 did not have and/or did not produce a signed GLA with the class certified language, or  
28 were not listed on the formal certified class list.



1           5.     Plaintiff Walter Roberts, III, is an individual who is a resident and citizen of  
2 Los Angeles, California.

3           6.     Plaintiff Marvin Cobb is an individual who is a resident and citizen of Los  
4 Angeles, California.

5           7.     Plaintiff Bernard Parrish is an individual who is a resident and citizen of  
6 Gainesville, Florida.

7           **B.     Defendants**

8           8.     The NFLPA, formed in 1956, is a Virginia corporation that at all times  
9 material hereto, acted as the labor union for professional football players in the NFL.  
10 The NFLPA's principal place of business is 2021 L Street, Washington, D.C. The  
11 NFLPA transacts a substantial amount of business in the Central District of California.

12          9.     Almost all active NFL players grant the right to market their names and  
13 images to the NFLPA under the Collective Bargaining Agreement ("CBA") with the NFL.  
14 Even though retired NFL players are not and cannot be a party to the CBA, the NFLPA  
15 actively solicits retired NFL players to pay an annual fee for membership. Based on  
16 information and belief, payment of membership dues is not a prerequisite to be a  
17 member of the NFLPA for purposes of the NFLPA undertaking to represent retired  
18 players in licensing their rights and identity to third parties.

19          10.    Formed in 1994, PLAYERS INC. is a for profit corporation owned by the  
20 NFLPA. According to a Form 990 filed by Defendant NFLPA, seventy-nine percent  
21 (79%) of PLAYERS INC. is owned by the NFLPA. PLAYERS INC. is a Virginia  
22 corporation with its principal place of business at 2021 L Street, Washington, D.C.

23          11.    PLAYERS INC. and the NFLPA have sought to become the exclusive  
24 representatives for group licensing of active and retired players with respect to licensed  
25 products, such as trading cards, video games, television and radio programming,  
26 personal appearances, autograph signings, an Internet site and events such as the  
27 Super Bowl.

28     ///

IV.

**SUBSTANTIVE ALLEGATIONS OF GRANT, JONES, ROBERTS,  
COBB, PARRISH AND THE CLASS MEMBERS**

12. The NFLPA provides for membership of retired NFL players, and in some instances, actively solicits the membership of such retired NFL players. In particular, the NFLPA's Constitution, dated March 2007, based on information and belief, was in effect during the relevant limitations period herein, recognizes that because "retired players still have a stake in the actions of the NFLPA, the Board of Player Representatives has authorized a retired players organization." (See Exh. A (NFLPA Constitution dated March 2007), Art. II at 7, attached hereto and incorporated by reference.)

13. Based on information and belief, the NFLPA actively solicits retired NFL players to join (or renew their membership) in the NFLPA, including Plaintiffs and other members of the Class. However, based on information and belief, the payment of dues is not a requisite to be a member of the NFLPA for purposes of the NFLPA undertaking to represent retired NFL players in licensing their rights and identity to third parties. Accordingly, whether dues paying or not, Plaintiffs are currently active members of the NFLPA.

14. On various occasions, PLAYERS INC. has made inconsistent, misleading and ambiguous representations about the number of retired players that it purports to represent and the rights it has licensed on behalf of retired players. In February 2007, PLAYERS INC.'s website stated that PLAYERS INC. represents "over 3000 retired players." However, PLAYERS INC. has subsequently changed its website to say that PLAYERS INC. represents "many memorable retired NFL players." Patricia Allen, former Executive Vice President and Chief Operating Officer of PLAYERS INC., has previously testified that PLAYERS INC. had access to 3,500 retired players.

15. Among other things, the NFLPA Constitution provides that all retired members have a right to:

1                   Receive NFLPA publications, the retired player  
2                   publications, and **other information which may affect his**  
3                   **retirement benefits or other benefits he may be entitled**  
4                   **to as an NFL player.**

5 (Exh. A, Art. II at 7 (emphasis added).)

6                   **A.     Defendants' Group Licensing Program**

7                   16.     The NFLPA promotes a "Retired Players Group Licensing Program,"  
8                   through which it solicits retired players to grant to the NFLPA a group license, giving it  
9                   the non-exclusive right to market the retired player's name, number, likeness, voice,  
10                  facsimile signature, photograph, picture, and/or biographical information (collectively  
11                  'image') in the NFLPA Retired Group Licensing Program. The NFLPA has solicited  
12                  Plaintiffs (and other retired NFL members) to provide their name and image rights to the  
13                  NFLPA. PLAYERS INC. has access, and could deliver in the marketplace that access,  
14                  to over 3,500 retired NFL players.

15                  17.     After securing group licensing rights from retired players, the NFLPA  
16                  obtains the exclusive right to use the retired players' name, number, likeness, voice,  
17                  facsimile, signature, photograph, picture, and/or biographical information (collectively  
18                  'image') in licensed programs involving six or more players. The NFLPA has assigned,  
19                  and will continue to assign, those rights to PLAYERS, INC.

20                  18.     Group licensing programs are defined as those programs in which a  
21                  licensee utilizes a total of six (6) or more NFL players in conjunction with or on products  
22                  that are sold at retail or used as promotional or premium items. The players may be  
23                  depicted individually on a product as part of a series or collectively with other players.  
24                  Some PLAYERS INC group licensing programs utilize as few as 6 players and others  
25                  as many as 1,800 league-wide. PLAYERS INC works with more than 60 licensees  
26                  whose products include: Trading cards (500+ players), Videogames (1,500 + players),  
27                  Apparel (1,000+ players) and Collectibles (75+ players).

1           19.     Although Defendants assert that they represented over 3,500 retired  
2 players in connection with the Group Licensing Program in the Adderley Action,  
3 plaintiffs' counsel in that case only included a segment of the retired players that were  
4 otherwise eligible to receive a share of Defendants' gross revenues received from  
5 group licensing revenue pool. Specifically, in the Adderley Action, the "GLA Class" was  
6 limited to:

7                     All retired NFL players **who executed a group licensing**  
8                     **authorization form** ('GLA') with the NFLPA that was in  
9                     effect at any time between February 14, 2003 and February  
10                    14, 2007 and **which contains the following language:**  
11                    '[T]he moneys generated by such licensing of retired player  
12                    group rights will be divided between the player and an  
13                    escrow account for all eligible NFLPA members who have  
14                    signed a group licensing authorization form.'

15  
16  
17 The total number of players certified by the Court in the "GLA Class" was 2,062.

18           20.     However, according to representations made by the NFLPA and  
19 agreements entered into by the NFLPA there were substantially more than 2,062 retired  
20 players, and execution of a written GLA was not a condition to participation in the  
21 NFLPA's Group Licensing Program.

22                   **B.     The NFLPA and PLAYERS INC. Have Breached Fiduciary Obligations**  
23                   **to Those Retired Players Who, Like Plaintiffs, Joined the NFLPA**

24           21.     By virtue of the retired players' membership in the NFLPA, and providing  
25 the NFLPA with access to the retired players' rights and identities for licensing to third  
26 parties, the NFLPA and PLAYERS INC stand in fiduciary relationship to Plaintiffs and  
27 other members of the Retired NFLPA Member Class. There is an express statement  
28

1 on the NFLPA's website that it "represents" thousands of retired players with respect to  
2 their names and likenesses." Thus, Defendants publicly acknowledged their role as  
3 agents for retired NFL players. (See Adderley Action, Docket No. 605, Ruling on Post  
4 Trial Motions at 4, a true and correct copy is attached hereto as Exh. B.) However, as  
5 judicially determined in the Adderley Action, Defendants made no effort to market  
6 retired players and merely created an "illusion of representation." (See Exh. B at 2.)

8 22. The NFLPA and PLAYERS INC. actively solicit retired players, including  
9 Plaintiffs, to participate in the Retired Players Group Licensing Program through, *inter*  
10 *alia*, membership in the NFLPA. Participation in the Group Licensing Program created  
11 an exclusive licensing relationship between PLAYERS INC. and the retired players.

12 23. However, as the NFLPA and the authorized representatives make clear,  
13 and as set forth above, execution of a GLA was not a requirement to participate in the  
14 Group Licensing Program. The language on PLAYERS INC's website does not  
15 distinguish between active and retired players and/or players who signed a document  
16 deemed "a masterpiece of obfuscation" by the Court in the Adderley Action. It is  
17 against this backdrop that Plaintiffs allege the following basis for their fiduciary duty  
18 claims against Defendants.  
19

20  
21 **C. NFLPA Membership Creates an Express Agency Relationship**

22 24. As the representatives of the retired players who were members of the  
23 NFLPA during the class period, Defendants have created and accepted an express  
24 agency relationship between themselves and the retired players. Defendants had the  
25 ability to negotiate and ultimately execute licensing agreements on behalf of Plaintiffs  
26 and the Class by virtue of their membership in the NFLPA. Based on information and  
27 belief, membership in the NFLPA granted Defendants the express right to market the  
28



1 images of Plaintiffs and the other Class members.

2           25. Based on information and belief, the NFLPA has admitted that it  
3 “represents” all retired NFLPA members, *whether or not they ever signed a GLA,*  
4 *because those players were available to PLAYERS INC by virtue of their membership in*  
5 *the NFLPA:*

6           PLAYERS INC. admits that it has previously made  
7 statements regarding ‘representing’ specific numbers of  
8 retired players but a reasonable inquiry has not disclosed  
9 any statements in which PLAYER INC. purported to  
10 represent ‘all’ retired players. With respect to its previous  
11 statements regarding ‘representing’ specific numbers of  
12 retired layers, [PLAYERS INC was indicating that it had  
13 access to certain numbers of retired players via the NFLPA  
14 Retired Players Association, and that PLAYERS INC had the  
15 ability to solicit the participation of such players in Licensing  
16 activities to the extent that potential third-party licensees  
17 indicated an interest in pursuing licensing opportunities with  
18 such players.]

19           **D. NFLPA Membership and the Surrounding Circumstances Create an**  
20           **Agency Relationship by Operation of Law and/or As Can Be Inferred**  
21           **or Implied by the Conduct of the Parties and Surrounding**  
22           **Circumstances**

23           26. Membership in the NFLPA created an agency relationship either by  
24 operation of law and/or as can be inferred or implied based on the conduct of the  
25  
26  
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1 parties and the circumstances of the case. Based on information and belief,  
2 Defendants have enjoyed substantial benefits, financial and otherwise, from these  
3 agency relationships, including receipt of dues, access to Plaintiffs, the putative class  
4 and/or retired players for purposes of pursuing commercial marketing opportunities with  
5 existing and potential NFL sponsors, as well as hundreds of millions of dollars in  
6 revenues. Defendants should now be estopped from disavowing their resulting  
7 obligations.  
8

9         27. In addition, Defendants have assumed a fiduciary relationship with the  
10 retired players who assigned their rights to them, and are obligated to act with the  
11 highest duty of loyalty and regard for the interests of those retired players. These  
12 duties include fiduciary obligations that arise, among other ways, from the NFLPA's role  
13 as an association in which those retired players who participated in the Group Licensing  
14 Program were also members. Based on information and belief, any retired player who  
15 paid membership dues is a member of the NFLPA.  
16

17         28. When deciding to join the NFLPA and in paying dues, Plaintiffs and the  
18 Class members rely at least in part on the NFLPA's membership solicitation and  
19 promises (as set forth in the NFLPA Constitution, the NFLPA website and information  
20 available to the general public). Plaintiffs reasonably expected that in exchange for  
21 their membership in the NFLPA, Defendants would act in good faith on their behalf and  
22 otherwise in their best interest.  
23

24         29. The NFLPA and PLAYERS INC. have actively solicited retired players for  
25 membership in the NFLPA to provide Defendants with desired access to these players  
26 for purposes of pursuing commercial activities, including, but not limited to, licensing of  
27 the retired players' rights. More specifically, Defendants have a complete monopoly  
28

1 over information relevant to retired NFLPA benefits, including “information which may  
2 effect [their] retirement benefits or other benefits [they] may be entitled to as [] NFL  
3 player[s].” (See Exh. A, Art. II at 7.)

4           30. By example, a PLAYERS, INC. license agreement with a large scale  
5 entertainment company provides, in pertinent part:

6                   Licensee . . . acknowledges that PLAYERS INC. also on  
7 occasion secures authorization for inclusion in PLAYERS  
8 INC licensing programs from players, including but not  
9 limited to retired players, who have not entered into such  
10 Group Licensing Authorization, but who, nevertheless,  
11 authorize PLAYERS INC to represent such players for  
12 designated PLAYERS INC licensed programs.

13           31. Clearly, a GLA, a document that a court has already determined to be a  
14 “masterpiece of obfuscation,” was not a prerequisite for Defendants to represent  
15 Plaintiffs and the Class nor is it a prerequisite for Plaintiffs and the Class to obtain  
16 royalties from licensing agreements with third parties. The NFLPA has received in  
17 excess of \$200 million in revenue as a result of its licensing programs.

18           32. The Group Licensing Program funds have purportedly been placed into a  
19 common fund for distribution to NFLPA members. However, Plaintiffs and the Class  
20 have yet to receive any remuneration from Defendants from those funds or in  
21 connection with the Defendants Group Licensing Program.

22           33. Plaintiffs and, based on information and belief, other members of the  
23 Class, relied on Defendants to act in good faith and to represent their best interests in  
24 connection with group licensing opportunities. Because of this, Plaintiffs and other  
25  
26  
27  
28

1 members of the Class did not pursue licensing opportunities on their own behalf. Even  
2 if they had, however, their efforts would have been highly unlikely to succeed. As noted  
3 above, although the agency relationship between the parties is purportedly “non-  
4 exclusive,” on information and belief, Defendants acted as exclusive licensing agents by  
5 virtue of their operation and representations to licensors and the public. In undertaking  
6 this obligation Defendants did not pursue licensing opportunities in good faith resulting  
7 in lost opportunity for substantial licensing income for Plaintiffs and the Class.  
8

9       34. Plaintiffs and other members of the Class also relied upon Defendants’  
10 representations that group licensing revenues would be distributed to all eligible NFLPA  
11 members who participated in the Group Licensing Program – in deciding to participate  
12 in the Retired Players Group Licensing Program, and in authorizing Defendants to  
13 represent them in connection with group licensing opportunities. In doing so, Plaintiffs  
14 and other Class members reasonably expected that the NFLPA and PLAYERS INC.  
15 would act in good faith towards them.  
16

17       35. Defendants owed Plaintiffs and each represented NFLPA member a  
18 fiduciary duty to act in a fair and equitable manner consistent with the best interests of  
19 retired players. Instead, Defendants have acted in an arbitrary, capricious and  
20 inequitable manner, contrary to their fiduciary obligations in order to line their own  
21 coffers.  
22

23       **E. Defendants Breached the Fiduciary Duties Owed to Plaintiffs and**  
24       **Other Retired NFLPA Members**

25       36. Without the knowledge of retired players such as Plaintiffs, the NFLPA  
26 entered into, and continues to enter into, agreements with NFL sponsors and other third  
27 parties, the terms of which would entitle **all** retired NFLPA members, including Plaintiffs  
28

1 and the Class members, to a share of the group licensing revenues.

2 37. The actions of PLAYERS INC. and the NFLPA are particularly egregious  
3 because Defendants kept secret from, and refused to provide to Plaintiffs and the other  
4 retired players, the pertinent and critical information that would have revealed their  
5 actions, leaving such players unable to know what was happening and unable to protect  
6 themselves.  
7

8 38. More specifically, Defendants have violated fiduciary duties to Plaintiffs  
9 and the putative Class in at least the following ways:

- 10 • PLAYERS INC. and the NFLPA have violated a continuing duty to the  
11 Class members to accurately report licensing revenues to members of the  
12 Class, and they have violated a duty to report such revenues to the  
13 members of the Class in a timely fashion;
- 14 • PLAYERS INC. and the NFLPA have not distributed revenues to Plaintiffs  
15 and the members of the Class that should have been distributed and were  
16 owed to them; and
- 17 • PLAYERS INC. and the NFLPA have placed themselves in a position of  
18 conflict of interest and have acted adversely to the interest of retired  
19 NFLPA members.  
20  
21

22 39. As a result of the unlawful conduct complained of above, Plaintiffs seek  
23 an accounting of the funds received and distributed by PLAYERS INC. in connection  
24 with its claimed representation of retired players who participated in the Group  
25 Licensing Program. Plaintiffs also seek damages on behalf of the putative Class, in an  
26 amount to be proven at trial, which, on information and belief, will exceed the  
27 jurisdictional amount of \$5 million.  
28

V.

**CLASS ACTION ALLEGATIONS**

1  
2  
3 40. Plaintiffs bring this class action on behalf of themselves and all others  
4 similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This  
5 action is maintainable as a class action pursuant to Fed. R. Civ. P. 23(a), (b) and (d).  
6

7 **A. The Retired NFLPA Class**

8 41. Plaintiffs Grant, Jones, Roberts, Cobb and Parrish bring claims of breach  
9 of fiduciary duty, on behalf of a nationwide class seeking damages and an accounting  
10 (the "RETIRED NFLPA CLASS").  
11

12 42. The RETIRED NFLPA CLASS is defined as all those retired NFL players  
13 who are members of the NFLPA and who did not sign GLAs that contain the language  
14 certified by the Court in the Adderley Action (or are otherwise limited by the Adderley  
15 Class).  
16

17 43. The size of the class and identities of the individual members are  
18 ascertainable through Defendants' records and the records of the NFLPA.

19 44. Members of the Class may be notified of the pendency of this action by  
20 techniques and forms commonly used in class actions, such as by published notice, e-  
21 mail notice, website notice, first-class mail or combinations thereof, or by other methods  
22 suitable to these classes and deemed necessary and/or appropriate by the Court.

23 45. There is a well-defined community of interest and common questions of  
24 law and fact affecting the members of the RETIRED NFLPA CLASS as required by  
25 Rule 23(a)(2). The questions of law and fact common to the RETIRED NFLPA CLASS  
26 predominate over any questions affecting only individual members and include, but are  
27 not limited to, the following:  
28

1 a) Whether PLAYERS INC. and/or the NFLPA have breached their  
2 fiduciary duties to each member of the RETIRED NFLPA CLASS by the acts and  
3 omissions, among others described above;

4 b) Whether Plaintiffs and the RETIRED NFLPA CLASS are entitled to  
5 an accounting showing all revenue received by Defendants from group licensing and  
6 whether and how that revenue was distributed to PLAYERS INC., the NFLPA and  
7 among the members of the RETIRED NFLPA CLASS; and  
8

9 c) Plaintiffs and the RETIRED NFLPA CLASS are entitled to  
10 damages, punitive damages, costs and attorneys' fees as a result of the unlawful  
11 conduct of Defendants.  
12

13 **VI.**  
**CLAIMS FOR RELIEF**

14 **FIRST CAUSE OF ACTION**  
15 **(Breach of Fiduciary Duty)**  
16 **(Against All Defendants)**

17 46. Plaintiffs incorporate by reference paragraphs 1 through 45 above as  
18 though set forth fully herein.

19 47. Plaintiffs and other members of the RETIRED NFLPA CLASS joined the  
20 NFLPA as retired members within the statute of limitations period, but did not sign a  
21 GLA.  
22

23 48. By virtue of the fiduciary relationship between Defendants and the  
24 members of the RETIRED NFLPA CLASS, the NFLPA undertook to act on behalf of the  
25 retired members in good faith and confirmed their right to receive information affecting  
26 their retirement benefits and other benefits to which they may be entitled. PLAYERS  
27 INC. gained access to the RETIRED NFLPA CLASS by virtue of their membership in  
28 the NFLPA, and purported to represent them, in good faith, in commercial and





1 may effect their retirement benefits or other benefits [they] may be entitled to as an  
2 NFL player.” (Exh. A, Art. II at 7 (emphasis added).)

3 54. Defendants are acting as a fiduciary to Plaintiffs and the Class.

4 55. By virtue of the acts and omissions described above, Plaintiffs do not  
5 have adequate information to determine what monies are due to them as a result of  
6 Defendants’ actions. On information and belief, Defendants have not made an  
7 accounting to retired NFL players of licensing and/or marketing distributions.

8 56. The exact amount of money received and distributed by PLAYERS INC. in  
9 connection with the licensing and marketing of Plaintiffs and the RETIRED NFLPA  
10 CLASS, including monies distributed to or misappropriated by Defendants, is unknown  
11 and cannot be ascertained without an accounting of the funds.

12 57. A balance is due to Plaintiffs and there is no adequate remedy at law to  
13 obtain that balance without an accounting.

14 **VII.**

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly  
17 situated, pray as follows:

- 18 a. That the Court determines that this action may be maintained as a class  
19 action under Rule 23 of the Federal Rules of Civil Procedure, and that  
20 Maxwell M. Blecher, Esq., of Blecher & Collins, P.C., be appointed as lead  
21 class counsel.  
22 b. That Plaintiffs and each and every member of the Class recover: (i)  
23 damages determined to have been sustained by each of them, including  
24 punitive damages; and (ii) that joint and several judgments in favor of  
25  
26  
27  
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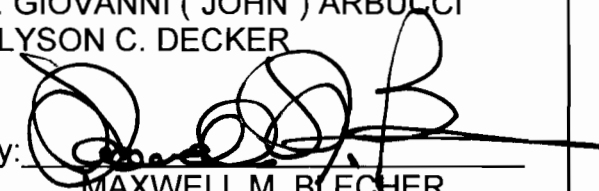
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Plaintiffs and each and every member of the Class, respectively, be entered against Defendants.

- c. That an accounting by accountants of Plaintiffs' choice be ordered by the Court at the expense of Defendants.
- d. That Plaintiffs and other members of the Class recover their costs of this suit, including reasonable attorneys' fees, as provided by law.
- e. That Plaintiffs and the other members of the Class be granted such other, further and different relief as the nature of the case may require or as may seem just and proper to this Court.

Dated: April 12, 2011

BLECHER & COLLINS, P.C.  
MAXWELL M. BLECHER  
MARYANN R. MARZANO  
HOWARD K. ALPERIN  
T. GIOVANNI ("JOHN") ARBUCCI  
ALYSON C. DECKER

By:   
MAXWELL M. BLECHER

Attorneys for Plaintiffs Bob Grant, Dr. Clinton Jones, Walter Roberts, III, Marvin Cobb and Bernard Parrish, on behalf of themselves and all others similarly situated

46054.1

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury pursuant to the Federal Rules of Civil Procedure, Rule 38(b) (28 U.S.C. Rule 38) and L.R. 38-1.

Dated: April 12, 2011

BLECHER & COLLINS, P.C.

By: 

MAXWELL M. BLECHER  
Attorneys for Plaintiffs Bob Grant,  
Dr. Clinton Jones, Walter Roberts,  
III and Marvin Cobb, on behalf of  
themselves and all others similarly  
situated

**BLECHER & COLLINS**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) BOB GRANT; DR. CLINTON JONES; WALTER ROBERTS, III; MARVIN COBB; BERNARD PARRISH, on behalf of themselves and all others similarly situated	<b>DEFENDANTS</b> NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, a Virginia corporation; and FOOTBALL LEAGUE PLAYERS INCORPORATED, INC.
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<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Maxwell M. Blecher (#26202) Blecher & Collins, P.C. 515 So. Figueroa St., Suite 1750 Los Angeles, CA 90071 Telephone: (213) 622-4222 Facsimile: (213) 622-1656	Attorneys (If Known)
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<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. ORIGIN** (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes     No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes     No      **MONEY DEMANDED IN COMPLAINT:** \$ 0.00 in excess of \$5 Million

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Breach of fiduciary duty and accounting. Jurisdiction pursuant to 28 U.S.C. § 1332.

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input checked="" type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<b>PROPERTY RIGHTS</b>
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	<b>REAL PROPERTY</b>	<b>IMMIGRATION</b>	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

CV11 03118

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_  
 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.) **SEE ADDITIONAL SHEET**

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Bob Grant)	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Dr. Clinton Jones)	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

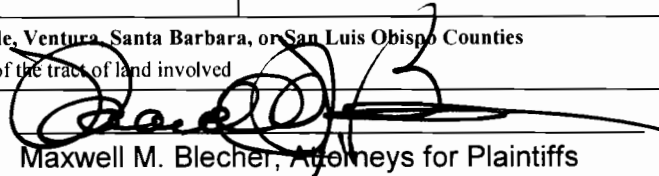
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Walter Roberts, III)	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):

  
Maxwell M. Blecher, Attorneys for Plaintiffs

Date April 12, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

IX. Venue.

- (d) Los Angeles (Marvin Cobb)
- (e) Alachua County, Florida (Bernard Parrish)