



NATIONAL FOOTBALL LEAGUE

July 3, 2012

Dennis Curran
Senior Vice President of Labor
Litigation & Policy

VIA EMAIL

Tom DePaso
General Counsel
National Football League
Players Association
1133 20th Street, NW
Washington, DC 20004

Re: NFL Management Council v. NFL Players Association

Dear Tom,

Pursuant to Article 43 of the 2011 Collective Bargaining Agreement (“CBA”), the NFL Management Council (“Management Council”) hereby files the following non-injury grievance against the NFL Players Association (“NFLPA”) and Jonathan Vilma (“Vilma”). The grievance seeks an Order compelling the NFLPA and Vilma to withdraw the lawsuit filed in the Eastern District of Louisiana captioned Vilma v. Goodell, No. 12-cv-1283 (E.D. La.), as well as an award of the NFL’s attorneys’ fees and costs incurred in defending that lawsuit, which has been filed and pursued in violation of Article 3, Section 2 of the CBA.

In Article 3, Section 2 of the Collective Bargaining Agreement signed August 4, 2011, the NFL Players Association agreed that neither it nor any of its members would sue the NFL or any Club with respect to any claim relating to (a) any conduct permitted by the CBA or (b) any provision of the NFL Constitution and Bylaws. On May 17, 2012, Vilma, a member of the NFLPA, filed the above-referenced lawsuit against Commissioner Roger Goodell asserting various claims in tort arising from Commissioner Goodell’s imposition of discipline against Vilma pursuant to Article 46 of the CBA. Clearly, League Discipline, and the Commissioner’s responsibility for upholding that Policy, is “conduct permitted by the CBA” and under the NFL’s Constitution and Bylaws. Because all challenged communication occurred in furtherance of the Commissioner’s responsibility, such conduct falls squarely within the protections of Article 3’s no-suit provision.

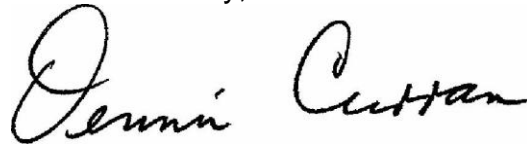
The Management Council therefore seeks an Order compelling Vilma and the NFLPA to comply with Article 3 and dismiss the pending lawsuit and an award of the fees and costs the NFL has incurred and continues to incur as a

Mr. Tom DePaso
July 3, 2012
Page 2

result of the NFLPA and Vilma's continuing violations of Article 3, Section 2 in amounts to be proven at hearing.

I look forward to your response within ten days, as mandated by Article 43, Section 3.

Sincerely,

A handwritten signature in black ink that reads "Dennis Curran". The signature is written in a cursive style with a large initial "D" and "C".

DENNIS CURRAN