

DECLARATION OF MICHAEL CERULLO

I, MICHAEL CERULLO, declare that:

1. I am currently the Director of Football Operations for Princeton University, a position I have held for one month.

2. Prior to joining Princeton University, I spent eleven months at the University of Connecticut as a Football Aide. Prior to that, I spent four NFL seasons, from April 2007 until April 2010, working for the New Orleans Saints. In 2007-08, I worked as an Offensive Assistant, working with the offensive line and special teams. Beginning in 2009, I served as a Coaching Assistant and the Assistant to the Defensive Coordinator, Mr. Gregg Williams. My responsibilities included quality control for the defense, assisting with the coaching of linebackers and special teams, and working with all scout teams. I also performed film breakdown and created scouting reports.

3. In 2009, Mr. Williams assigned me the task of assisting with the administering of a pay-for-performance program, which the coaches and players sometimes called a "defensive performance program" or a "rewards program." What follows is a summary of my personal knowledge of that program. I am aware of and have provided additional information about the program to NFL investigators.

4. During the 2009 NFL season, under the pay-for-performance program, defensive players could earn cash payments for achieving certain goals on the playing field.

5. The program was funded by dues in the amount of \$100 assessed on all the participants in advance of each game and by fines assessed on the players based on poor game performance. Examples of poor performance that could lead to a fine

included a mental error, a lack of hustle and a missed opportunity for a big play. The fines for poor performance were sometimes called “vaginal donations.” All cash collected for the program was stored in a lockbox in Mr. Williams’ office.

6. The plays for which members of the defense could obtain payments included sacks, interceptions, fumble recoveries or a “Pick 6”— an interception that was returned for a touchdown by the defensive player.

7. Players also could earn rewards for certain hits on opposing players, including “whacks,” “smacks,” “cart-offs” and “knock-outs.” “Whacks” and “smacks” were defined as particularly explosive hits. “Cart-offs” were hits that resulted in an opposing player leaving the game due to injury and being unable to return to the game for at least one play. “Knock-outs” were hits that resulted in an opposing player being so badly injured that he could not return to the game.

8. The amount of the cash payment varied for each goal. The most richly rewarded on-field achievements were cart-offs and knock-outs, which were rewarded with \$1,000 and \$1,500, respectively. The plan at the outset was to increase these rewards for the playoffs.

9. After each game, in connection with assessing each player’s performance, game film was reviewed to determine both fines and cash rewards on a player-by-player basis. Cash payments were made to players only if the Saints won the game in which the player earned the reward. All payments were handed out in cash at the team meeting the night before the next game. Mr. Williams announced the cash awards to the team, and I physically handed the cash, in scaled envelopes, to the player who received the award. I therefore witnessed numerous instances in which players were

awarded cash by Mr. Williams, including instances in which players were rewarded for “whacks,” “smacks” and “cart-offs.”

10. My duties in administering the program included keeping track of the dues and fees owed by the players. In addition, I was responsible for preparing slides reminding players of overdue game dues or penalties, which were regularly included in PowerPoint presentations used during the Saints defense team meetings.

11. Players sometimes disputed decisions made about penalties and pay-outs. In such cases, they were instructed to bring the issue to my attention for resolution. When the program was instituted, players were told that I was the “lower court” and if I could not resolve the issue, they could appeal to a “supreme court judge,” either Assistant Head Coach Joe Vitt or Mr. Williams.

12. In the 2009 NFL Season, the Saints made it to the playoffs and eventually won the Super Bowl. During the post-season, the pay-for-performance program continued and, in addition, individual players pledged significant amounts of cash, payable to any player who knocked Kurt Warner or Brett Favre out of the game.

13. In the NFC divisional playoffs, the Saints faced the Arizona Cardinals. During a meeting of the defense the night before the game in January 2010, Jonathan Vilma, a Saints defensive captain, asked for permission to address the team, which was granted. Mr. Vilma, in the course of giving a motivational speech to the team, stated, while raising his hands, each of which held stacks of bills, that he had “two five stacks” (which I understood to mean \$10,000) for anyone who knocked Cardinals quarterback Kurt Warner out of the game. I personally collected the money that Mr.

Vilma left on a table at the front of the room and subsequently gave it to Mr. Williams for safekeeping.

14. The money pledged against Warner was not paid because he was not knocked out of the game.

15. The Saints subsequently faced the Minnesota Vikings in the NFC Championship Game. At a defensive meeting on the Saturday prior to that Sunday game, after Mr. Williams had addressed the team, Mr. Vilma said, in substance, that his prior offer of \$10,000 for knocking out the quarterback “still stands” for any player who knocked Brett Favre out of the game. The situation quickly got out of hand as others present, including Scott Fujita and defensive captain Will Smith, began pledging money to the pool, which provided payments for plays that included “whacks,” “smacks,” “cart-offs” and knock-outs. As people shouted out their pledges, Mr. Williams turned to me to make sure that I was keeping track of all the pledges.

16. Some time after the 2009 Super Bowl, in 2010, Mr. Williams instructed me, in the context of discussing the NFL investigation into the bounty scandal, to get rid of documents that referenced the pay-for-performance program from my computer. Mr. Vitt later followed up with me to inquire about my progress in deleting files. I subsequently was present in a meeting between Mr. Vitt and Anthony Hargrove, a defensive player, during which Mr. Vitt instructed Mr. Hargrove to deny any knowledge of the program if he was interviewed by the NFL investigators. Mr. Hargrove agreed to lie to the investigators, saying, to the best of my recollection and in substance, “I can lie with the best of them.”

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
May 22, 2012


Michael Cerullo