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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

NATIONAL FOOTBALL LEAGUE
MANAGEMENT COUNCIL,

Plaintiff,

v.

NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION,

Defendant.

Case No:

COMPLAINT

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

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. § 185.

2. Venue is proper in this District pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391.

PARTIES

3. The National Football League Management Council (“NFL Management Council”) is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL. The NFL Management Council’s principal place of business is in New York, New York.

4. The National Football League Players Association (“NFLPA”) is the exclusive bargaining representative of all NFL Players. The Players Association regularly represents players in the Southern District of New York, and some of its members reside in this judicial district.

FACTS

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

6. Article 46 of the CBA expressly acknowledges the authority of the NFL Commissioner to discipline players for conduct that he determines is “detrimental to the integrity of, or public confidence in, the game of professional football[.]” *See* Ex. A, Art. 46, § 1(a).

7. Paragraph 15 of the standard NFL Player Contract, which is part of the CBA, further acknowledges the Commissioner’s authority to discipline players for engaging in conduct detrimental to the League or professional football—including where they engage in conduct that impairs “public confidence in the . . . integrity and good character of NFL players.” Ex. A, App. A, ¶ 15.

8. “All disputes” over discipline imposed by the Commissioner for conduct detrimental to the league must be resolved exclusively under the final and binding appeal procedures set forth in Article 46 of the CBA. Under Article 46, players have the right to appeal their discipline at a hearing. *See* Ex. A, Art. 46, § 2(a)-(d).

9. On August 11, 2017, the NFL notified Dallas Cowboys running back Ezekiel Elliott that, pursuant to the Commissioner’s authority under Article 46 of the CBA, he will be suspended without pay for the first six games of the 2017 NFL regular season games for engaging in conduct detrimental to the integrity of and public confidence in the game of professional football. As set forth in the letter from the NFL informing Elliott of the discipline, the suspension is based on his violation of the NFL’s Personal Conduct Policy concerning the use of physical force against a woman in the context of an intimate relationship.

10. On August 15, 2017, the NFLPA appealed Elliott’s suspension pursuant to Article 46 of the CBA.

11. On August 29 through August 31, 2017, a hearing was held before arbitrator Harold Henderson at the law firm of Akin Gump Strauss Hauer & Feld LLP located at One Bryant Park, New York, New York 10036.

12. On September 5, 2017, Arbitrator Henderson issued a final written decision on the NFLPA's appeal of Elliott's suspension ("Decision"), which is attached hereto as Exhibit B.

13. The Decision denied the NFLPA's appeal and confirmed Elliott's suspension.

14. Under the CBA, the Decision constitutes the "full, final and complete disposition of the dispute and will be binding upon the player(s), Club(s) and parties to this Agreement[.]" Ex. A, Art. 46, § 2(d).

COUNT 1 – CONFIRMATION OF ARBITRATION AWARD

1. The NFL Management Council repeats and re-alleges Paragraphs 1-14 as if set forth fully herein.

2. The NFL Management Council seeks an order confirming the Decision under well-established principles of federal labor law. The Decision was issued in full accord with the parties' CBA and draws its essence from the parties' agreements, as it interprets the terms of the CBA and Elliott's NFL Player Contract.

3. The NFL Management Council is entitled to confirmation and enforcement of the Decision and entry of judgment in conformity of the Decision pursuant to the Labor Management Relations Act, 29 U.S.C. § 185.

PRAYER FOR RELIEF

WHEREFORE, the NFL Management Council respectfully requests that this Court enter an Order:

(a) Confirming the Decision;

- (b) Entering judgment in favor of the NFL Management Council against the NFLPA; and
- (c) Providing the NFL Management Council with such other and further relief as the Court deems proper.

New York, NY
Dated: September 5, 2017

/s/ Estela Díaz

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* *Pro hac vice* application forthcoming