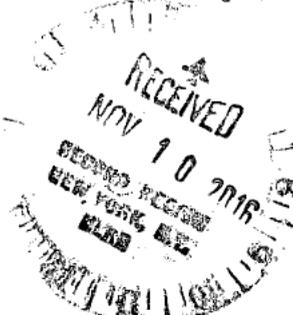
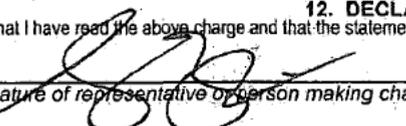


UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 02-CB-188067	Date Filed 11/10/16

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Football League Players Association		b. Union Representative to contact Heather McPhee Associate General Counsel	
c. Address (Street, city, state, and ZIP code) 1133 20th Street NW Washington, DC 20036		d. Tel. No. 202.756.9136	e. Cell No. 202.297.3368
		f. Fax No. 202.756.9316	g. e-Mail Heather.McPhee@NFLPA.com
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Please see Attachment A.			
			
3. Name of Employer National Football League Management Council		4a. Tel. No. 212.450.2096	b. Cell No.
		c. Fax No.	d. e-Mail kevin.manara@nfl.com
5. Location of plant involved (street, city, state and ZIP code) Philadelphia Eagles franchise, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145			6. Employer representative to contact Kevin Manara
7. Type of establishment (factory, mine, wholesaler, etc.) Professional sports league	8. Identify principal product or service Entertainment	9. Number of workers employed 1,500	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No.
		c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state and ZIP code.) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By  Stephen S. Zashin, Esq. (signature of representative of person making charge) (Print/type name and title or office, if any)		Tel. No. 216.696.4441 Cell No. 216.832.2121 Fax No. 216.696.1618 e-Mail ssz@zrlaw.com	
Address Zashin & Rich Co., L.P.A., 950 Main Avenue, 4th Floor, Cleveland, OH 44113		(date) 10NOV16	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT A

(b) (6), (b) (7)(C) is a professional football player employed by the National Football League's ("NFL") Philadelphia franchise. (b) (6), (b) (7)(C) is a dues-paying member of the National Football League Players Association ("Charged Party"), the certified exclusive bargaining representative of current and former National Football League players. (b) (6), (b) (7)(C) terms and conditions of employment are governed by the labor contract between the National Football League Management Committee ("NFL") and the Charged Party ("Contract"). In addition to the Contract, (b) (6), (b) (7)(C) terms and conditions of employment are subject to the collectively bargained National Football League Policy on Performance-Enhancing Substances ("Policy").

On July 28, 2016, the NFL notified (b) (6), (b) (7)(C) that he might face discipline under the Policy. On September 6, 2016, the NFL disciplined (b) (6), (b) (7)(C) for an alleged violation of the Policy, and, pursuant to the Policy terms, (b) (6), (b) (7)(C) appealed the pending discipline on September 8, 2016. As authorized by the Policy, (b) (6), (b) (7)(C) asserted the right negotiated by the Charged Party to retain outside counsel to defend his Policy appeal rights, including his right to arbitrate the validity of the discipline under the Policy. On October 4, 2016, (b) (6), (b) (7)(C) arbitrated his appeal under the Policy. Three attorneys for Charged Party were present at the arbitration hearing.

Within the past six months, Charged Party violated its duty of fair representation in violation of Sections 8(b)(1)(A) of the National Labor Relations Act, (the "Act") by committing the following arbitrary, discriminatory, and in bad faith acts:

- A. From on or about September 16, 2016 and thereafter, refusing to provide (b) (6), (b) (7)(C) with side agreements between Charged Party and the NFL, which purportedly amended substantive provisions of the Policy and were directly relevant to (b) (6), (b) (7)(C) appeal in response to (b) (6), (b) (7)(C) repeated, written and oral requests for the agreements.
- B. From on or about September 16, 2016 and thereafter, in addition to refusing to provide the aforementioned side agreements, Charged Party told (b) (6), (b) (7)(C) that he could only obtain the side agreements from the NFL. Charged Party did this with knowledge that the NFL had refused (b) (6), (b) (7)(C) repeated requests to provide such documents and had directed (b) (6), (b) (7)(C) to obtain them from Charged Party.
- C. From on or about July 28, 2016 and thereafter, dishonestly and deceitfully refusing to provide (b) (6), (b) (7)(C) with complete information concerning substantive interpretations of the Policy necessary for (b) (6), (b) (7)(C) appeal, despite (b) (6), (b) (7)(C) repeated, written requests for this information.
- D. From on or about July 28, 2016 and thereafter, coercing (b) (6), (b) (7)(C) to waive his rights under the Policy, including the right to appeal the pending discipline.
- E. From on or about July 28, 2016, prefunctorily processing of (b) (6), (b) (7)(C) pending discipline by favoring the NFL's position without due consideration of (b) (6), (b) (7)(C) perspective, any precipitating event, and the express terms of the Policy.

- F. From on or about September 8, 2016 and thereafter, coordinating with the NFL to discourage and undermine (b) (6), (b) (7)(C) assertion of his rights to appeal under the Policy and his ability to pursue an effective appeal.
- G. From on or about September 19, 2016 and thereafter, willfully withholding information concerning the application and interpretation of the Policy from (b) (6), (b) (7)(C) despite his multiple, written and oral requests for such information.
- H. From on or about September 19, 2016, willfully and fraudulently misleading (b) (6), (b) (7)(C) as to Charged Party's communications with the NFL regarding the application of the Policy terms upon which (b) (6), (b) (7)(C) based his appeal.
- I. From on or about September 16, 2016 and thereafter, arbitrarily, discriminatorily, and in bad faith, refusing to provide documents regarding (b) (6), (b) (7)(C) personal medical and health information and testing history under the Policy in the possession of Charged Party's agent.
- J. From on or about September 16, 2016, refusing to confront the NFL's assertion of unilateral control over (b) (6), (b) (7)(C) personal medical and health information and testing history under the Policy in the possession of Charged Party's agent.
- K. From on or about September 9, 2016 and thereafter, refusing to enforce the express arbitrator selection provisions of the Policy.
- L. From on or about September 9, 2016, refusing to provide documents concerning any agreement with the NFL to deviate from the express arbitrator selection provisions of the Policy.
- M. From on or about September 22, 2016, refusing to support or assist (b) (6), (b) (7)(C) attempts to obtain documents from the NFL relevant to the arbitration of his appeal.
- N. Failing to submit amendments of the Policy to the ratification and/or approval process set forth in Charged Party's Constitution.
- O. During the October 4, 2016 arbitration hearing, refusing to make any effort to assist (b) (6), (b) (7)(C) presentation of his defenses including, but not limited to, voicing previously stated interpretations of the Policy helpful to (b) (6), (b) (7)(C) or Charged Party's support of (b) (6), (b) (7)(C) appeal.
- P. From on or about August 13, 2016 and thereafter, discriminatorily and in bad faith denying (b) (6), (b) (7)(C) fair representation on the basis of (b) (6), (b) (7)(C) public criticism of Charged Party's failure to adequately represent him and his fellow players' interests in its role as their exclusive bargaining representative.
- Q. From on or about September 20, 2016 and thereafter, discriminatorily and in bad faith denying (b) (6), (b) (7)(C) fair representation because (b) (6), (b) (7)(C) notified Charged Party in writing

that he was considering legal action against it for its breach of its duty of fair representation.

- R. Failing to review, approve, or audit policies and procedures in effect under the Policy as required by the Policy.
- S. Allowing the NFL and other entities to amend unilaterally Policy policies and procedures without Charged Party's approval.

As a result of its numerous violations of the Act and its fiduciary duty of fair representation, Charged Party unlawfully interfered with, restrained, and ultimately denied (b) (6), (b) (7)(C) the ability to exercise rights guaranteed in Section 7 of the Act. (b) (6), (b) (7)(C) requests that the National Labor Relations Board provide a remedy consistent with its powers under the Act that makes (b) (6), (b) (7)(C) whole for Charged Party's unlawful acts.