

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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<b>Maurice Clarett</b>	:	
	:	<b>CIVIL ACTION NO.: 03-CV-7441</b>
<b>Plaintiff,</b>	:	
	:	<b>COMPLAINT</b>
v.	:	<b>JURY TRIAL DEMANDED</b>
	:	
<b>National Football League, Inc.</b>	:	
	:	
<b>Defendant.</b>	:	
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**PARTIES AND JURISDICTION**

1. Plaintiff Maurice Clarett (“Clarett”) is an individual with a primary residence in Youngstown, Ohio.

2. Defendant National Football League, Inc. (“defendant” or “NFL”) is an entity doing business and registered to do business in New York, with an office located at 280 Park Avenue, New York, New York 10017.

3. Jurisdiction is founded upon 28 U.S.C. §1331. Specifically, the federal question arises under the Sherman Act, 15 U.S.C. §1-3, and the Clayton Act, 15 U.S.C. §15.

4. Venue is laid in this district pursuant to sections 4, 12 and 16 of the Clayton Act, and 15 U.S.C. §1391(b), (c) and (d).

5. The defendant maintains offices, has agents, transacts business, and/or is found within this judicial district. The cause of action alleged herein arose in part within this district. The interstate trade and commerce described herein is and has been carried out within this district.

## TRADE AND COMMERCE

6. The activities of the defendant, as described in this Complaint, occurred within interstate commerce; had, and continue to have, a substantial effect on interstate trade and commerce; and have unreasonably restrained, and continue to restrain, interstate trade and commerce.

## FACTS

7. The defendant, a professional football league, engages in various forms of interstate commerce and is subject to federal antitrust laws. The NFL enjoys a monopoly over professional football in the United States.

8. The NFL is a distinct market for professional football for which there are no reasonable substitutes in the United States.

9. The NFL began operating in 1920 as the American Professional Football Association, an unincorporated association comprised of member clubs which owned and operated professional football teams.

10. At present, the NFL is composed of thirty-two (32) separately incorporated clubs in cities throughout the United States. Representatives of each of the clubs form the NFL Management Committee, which performs various administrative functions such as organizing and scheduling games, and promulgating rules.

11. Until 1968, the NFL's operations were unilaterally controlled by the club owners.

12. In 1968, the NLRB recognized the National Football League Players Association ("NFPLA") as a labor organization within the meaning of 29 U.S.C. Section 152(5).

13. In 1993, the NFL Management Committee and the NFPLA negotiated a Collective Bargaining Agreement (“CBA”), which has been extended three times and will not expire until the 2007 season.

14. The NFL bylaws include a rule prohibiting any player who has not completed three college seasons, or is not three years removed from high school graduation, from joining the NFL (“the Rule”).

15. The CBA, which comprises 292 pages, 61 articles, appendices from A through N, and 357 sections, does not contain the Rule.

16. The Rule is not the product of bona fide arm’s length negotiation between the NFL and the NFLPA.

17. The purpose of the Rule is to perpetuate a system whereby college football serves as an efficient and free farm system for the NFL by preventing potential players from selling their services to the NFL until they have completed three college seasons.

18. Clarett was born on October 29, 1983 and graduated high school in December 2001.

19. While in high school, Clarett was a member of his school’s football team. Among the honors he received was selection as the USA Today Offensive Player of the Year after his senior season, as well as being chosen as “Mr. Football” by the Associated Press. During his high school career, Clarett ran for 4,675 yards and 65 touchdowns.

20. After he graduated from high school, Clarett enrolled in Ohio State University (“OSU”).

21. During the 2002-2003 football season, Clarett was a first-year member of the OSU Football Team (“Team”).

22. The Team and Clarett enjoyed complete success during the 2002-2003 football season, winning all fourteen of their games, the Fiesta Bowl, and the undisputed national championship.

23. Clarett rushed for over 1,200 yards and scored 18 touchdowns. Among his honors, Clarett was named to several 2003 preseason All-America teams, voted the No. 1 running back in college football by the Sporting News, named a first-team All-Big Ten pick, and was named Big Ten Freshman of the Year.

24. Clarett was interested in entering the 2003 National Football League Draft (“2003 Draft”) but was prevented from doing so by the Rule.

25. Representatives of the NFL, including Commissioner Paul Tagliabue, stated publicly that the NFL would not let Clarett enter the 2003 Draft or any draft prior to his senior year at OSU.

26. The NFL is the only major professional sport, unlike baseball, basketball or hockey, which prohibits the drafting of players who have not completed three college seasons or who are not three years removed from high school graduation.

27. As a result of the NFL’s position on this issue, Clarett did not declare himself eligible for the 2003 Draft and re-enrolled at OSU.

28. Clarett is currently enrolled in his second year at Ohio State.

29. Playing football professionally is the only means by which Clarett can profit from his athletic ability.

30. There is no other league of professional football that is comparable to the NFL.

31. Had Clarett been eligible for the 2003 Draft, it is almost certain he would have been selected in the beginning of the First Round and would have agreed to a contract and signing bonus worth millions of dollars.

### **COUNT ONE**

32. Plaintiff hereby incorporates Paragraphs One through Thirty-One as if each were set forth in full.

33. The Sherman Act declares illegal, among other things, “every contract, combination . . . or conspiracy, in restraint of trade or commerce among the several states.”

34. The Rule is a per se violation of the Sherman Act.

35. The Rule is a group boycott and a concerted refusal to deal with individuals such as Clarett.

36. The Rule substantially burdens competition without advancing any important interest of active football players as employees.

37. The restraint the Rule imposes is justified by no legitimate business purpose.

38. The Rule is harmful to competition as it provides for a total exclusion of players who have not completed three college seasons or are not three years removed from high school graduation, notwithstanding their ability to perform in the market and compete for available positions in the league.

39. The Rule is not expressly part of the existing CBA, is not the product of bona fide arms-length negotiation, and is, thus, not subject to the nonstatutory labor exemption to the antitrust laws.

40. Moreover, the Rule does not concern wages, hours or other terms and conditions of employment and is not a mandatory subject of collective bargaining within the meaning of the National Labor Relations Act (29 U.S.C. §§151-169).

41. In addition, the direct effect of the Rule is a restraint of amateur athletes who were strangers to the collective bargaining process between the NFL and NFLPA without advancing any important union goal. Thus, the Rule is unlawful.

42. Defendant's actions constitute concerted conduct and an unreasonable restraint of trade, in violation of the Sherman Act, 15 U.S.C. §1 et seq. and the Clayton Act, 15 U.S.C. §15.

43. As a direct result of defendant's unlawful conduct, Clarett has suffered substantial loss and damage.

**WHEREFORE** plaintiff Maurice Clarett seeks an Order declaring the Rule unlawful and him eligible for a Supplemental Draft to be held within 10 days from the date of the Order, or eligible for the next year's draft if a Supplemental Draft is impractical, damages, including lost

income as a result of being declared ineligible for the 2003 Draft, treble damages and attorney's fees as permissible under the Sherman and Clayton Acts, together with interest and costs of suit.

**SHERMAN, SILVERSTEIN, KOHL,  
ROSE & PODOLSKY  
A Professional Corporation**

**Dated:**

**By:**

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**DEMAND FOR JURY TRIAL**

**PLEASE TAKE NOTICE** that the plaintiff demands trial by jury as to all issues in the above matter.

**SHERMAN, SILVERSTEIN, KOHL,  
ROSE & PODOLSKY  
A Professional Corporation**

**Dated:**

**By:**

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