

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

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In The Matter of Arbitration Between \*

JASON BERNSTEIN \*

\* NFLPA

and \*

\* Case No. 23-CA-3

TODD FRANCE \*

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OPINION AND AWARD OF

ROGER P. KAPLAN, ESQ., ARBITRATOR

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APPEARANCES:

For Jason Bernstein: John D. Comerford, Esq.  
James B. Martin, Esq.  
Dowd Bennett LLP

For Todd France: Mark F. Humenik, Esq.  
Polk Kabat LLP

STATEMENT OF THE CASE

As explained in detail below, the above-captioned case came before me following legal proceedings in Federal courts concerning the enforcement of my decision in Jason

Bernstein and Todd France, NFLPA Case No. 19-CA-4 (Kaplan 2020).

I held an arbitration hearing on Monday, October 16, 2023 in Alexandria, Virginia. The parties had the opportunity to examine and cross-examine witnesses as well as present evidence in support of their respective positions. A verbatim transcript was made of the hearing. The parties filed written closing briefs that were received on approximately December 7, 2023.

### ISSUES

The parties could not agree on a statement of the issue. Based on the record as a whole, I find the issue to be:

What, if any, damages does Todd France owe to Jason Bernstein?

PERTINENT NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS  
(as amended through August 2016)

### SECTION 3: STANDARD OF CONDUCT FOR CONTRACT ADVISORS

#### B. Prohibited Conduct

Contract Advisors are prohibited from:

(2) Providing or offering money or any other thing of value to any player or prospective player to induce or encourage that player to utilize his/her services;

(14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;

### SECTION 5: ARBITRATION PROCEDURES

#### A. Disputes

This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following:

(4) Any other activities of a Contract Advisor within the scope of these Regulations;

(5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3.B.(21). If a Contract Advisor proves such a violation of Section 3.B.(21), then the Arbitrator shall award

reasonable damages proven and/or any  
money award which he/she deems equitable;

\* \* \*

#### E. Hearing

. . .

Such decision [in an arbitration pursuant to the NFLPA Regulations] shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Contract Advisor involved; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) days. The Arbitrator may award interest at his/her discretion.

#### G. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne by the NFLPA; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit.

### FACTS

This grievance comes before me following Bernstein's 2019 grievance and my 2020 arbitration decision concerning

Bernstein and France and the decision by the U.S. Court of Appeals for the Third Circuit (Third Circuit) dated August 9, 2022.

Bernstein is a sports management agent whose office is in Maryland. He is the President of Clarity Sports International, LLC (Clarity), a full-service sports management company. Bernstein has been a certified NFLPA Contract Advisor since approximately 2004.

France is a sports management agent whose office is located in California. Since 2020, he has been affiliated with Athletes First (AF). Before that, France was affiliated with CAA Sports, LLC (CAA), whose office was in Georgia. France has been a certified NFLPA Contract Advisor since approximately 2000.

Golladay is a wide receiver who played with the New York Giants from 2021 until 2023. During the events giving rise to this dispute, he played with the Detroit Lions. He played collegiate football at the University of North

Dakota and at Northern Illinois University. The Lions drafted Golladay in the third round of the 2017 NFL Draft.

As will be detailed below, my 2020 Opinion and Award held that Bernstein did not prove that France violated Section 3.B.(2) or 3.B.(21) of the NFLPA Regulations. Following my decision, enforcement was sought in the U.S. District Court. Several transfers and/or related cases followed that initial enforcement action, and the case was eventually appealed to the Third Circuit. Upon de novo review of the District Court's findings, the Third Circuit found, by CLEAR AND CONVINCING evidence, that France had committed fraud during the hearing that led to my 2020 Opinion and Award.

The present grievance concerns the amount of money damages due from France to Bernstein as a result of France's conduct in matters concerning the representation of Kenny Golladay, a former wide receiver with the New York Giants, currently not playing in the NFL. Bernstein seeks damages based on France's arranging for Golladay to be paid in

connection with a 2019 autograph signing and memorabilia event during the time that Golladay had a valid Standard Representation Agreement (SRA) in effect with Bernstein in an effort by France to induce Golladay to use his services as a Contract Advisor. Bernstein also seeks damages for France's fraudulent testimony during the 2019 arbitration hearing. In addition, Bernstein seeks an order that France pay Bernstein's costs, damages, attorneys' fees and punitive damages in connection with the litigation associated with the Golladay representation and the resulting disputes.

The evidence established that in December 2016, Golladay entered into an SRA with Bernstein. The record showed that Bernstein negotiated a four (4) year NFL Player Contract on behalf of Golladay with the Lions. It is well-settled that the SRA provided Bernstein the exclusive right to represent Golladay unless and until one of the parties to the SRA terminated it.

The record showed that Golladay met France at a charity event in September 2018. Following their meeting, Golladay went on to introduce France to his mother and to an advisor of his, Mr. Kenneth Saffold, Jr. The record indicated that Golladay had some existing dissatisfaction with Bernstein and that Golladay was considering terminating Bernstein and signing an SRA with France.

On January 19, 2019, Golladay attended an autograph signing event (Signing Event) hosted by several sports memorabilia dealers. He was paid \$7,750 for his participation in the Signing Event. The record showed that Bernstein did not arrange for Golladay's participation in the Signing Event and had no advance knowledge of it. What was learned in later litigation (see below) is that France arranged for Golladay to participate in the Signing Event and that France then testified falsely about doing so.

On January 24, 2019, Golladay terminated Bernstein as his Contract Advisor. Golladay signed a new SRA with France on January 30, 2019, just following the passage of



the five (5) day restriction period provided for in Paragraph 12 of the SRA.

Golladay played for the Lions through the 2020 NFL Season. On March 20, 2021, Golladay signed an NFL Player Contract with the Giants. There is no dispute that France negotiated the NFL Player Contract and that he signed it in the capacity as Golladay's Contract Advisor. Golladay's contract with the Giants provided for guaranteed compensation in the amount of \$40,000,000.

Bernstein filed a timely grievance in July 2019 claiming that France violated Sections 3.B.(2) and 3.B.(21) of the NFLPA Regulations. Following a thorough hearing of the matter, the consideration of the evidence and arguments (including post-hearing briefs of the parties), I issued an Opinion and Award on March 27, 2020 (2020 Decision), in which I found that Bernstein failed to sustain his burden to prove that France violated the cited sections of the NFLPA Regulations.

Shortly after my 2020 Decision, Bernstein and France commenced several cases in various U.S. District Courts. France sought an order to confirm the 2020 Decision in the District Court in Virginia. In the same proceeding, Bernstein sought to vacate the 2020 Decision. Bernstein initiated a concurrent claim against France's then-employer and the memorabilia dealers from the 2019 Signing Event. Within a period of months, the proceedings were moved to the U.S. District Court for the Middle District for Pennsylvania. Notwithstanding discovery obtained by Bernstein that showed the validity of his arguments regarding France's untruthful statements and his involvement with the Signing Event, the Middle District Court affirmed the 2020 Decision.

Bernstein appealed the District Court's decision to the Third Circuit. On August 9, 2022, in its de novo review of the District Court's findings and conclusions, the Third Circuit issued its decision. It found that France was, indeed, involved in arranging the Signing Event. Noting that it "a steep climb to vacate an arbitration award", the Third Circuit found that "even under a clear-and-convincing

evidence standard", "France committed fraud." The Third Circuit held that:

On the record before us, it is plain that France both lied under oath and withheld important information demanded in discovery. In response to Bernstein's document requests, France said - and then repeated "for the avoidance of any doubt" (J.A. at 2816) - that he was going to produce responsive documents in his possession. But, as for documents pertaining to the signing event, he represented that there were "none." He then doubled down by denying in his pre-hearing deposition and at the hearing that he had any knowledge of or involvement in the signing event. His Lawyer voiced the same position in his opening statement at the arbitration hearing: France simply had "no involvement with" the event. (J.A. at 292.)

None of that was true, as revealed by the evidence uncovered in Bernstein's Parallel Action. Text messages and deposition testimony showed that "Todd" was to ride with Golladay to the signing event, and emails to and from France attached the contract for the event. France's false representations that he did not possess those emails and that he had no involvement in the event amount to clear and convincing evidence that fraud occurred. \* \* \*

The Third Circuit went on to hold that France's fraud was material noting that it was "obvious" and that the "concealed evidence proved important facts supporting

Bernstein's theory of the case." It pointed out that Bernstein would have presented this evidence but for France's lie stating that he had no documents showing his involvement in the Signing Event and that he was not, in fact, involved in the Signing Event. Acknowledging the "limited circumstances that justify vacating an arbitration award" and by implication, the high standard that must be met to do so, the Third Circuit found that the 2020 Decision "was procured by [France's] fraud." The Third Circuit reversed the decision of the District Court and remanded the case for entry of an order vacating the 2020 Decision. Pursuant to the Third Circuit's order, on February 3, 2023, the District Court vacated my 2020 Decision.

On September 9, 2022, the Third Circuit denied France's petition for rehearing before the full Third Circuit. France did not petition for review by the Supreme Court of the United States.

On March 20, 2023, Bernstein filed two (2) Second Amended Grievances against France, one (1) for violation

of Section 3.B. (2) of the NFLPA Regulations and one (1) for violation of Section 3.B. (14) of the NFLPA Regulations. Bernstein sought actual damages as well as attorneys' fees and punitive damages. He also sought costs and other just and equitable relief. As enunciated in Bernstein's post-hearing brief, his claim is as follows:

- \$1,213,676.46 in compensatory damages based on three percent (3%) of Golladay's \$40,455,882 NFL Player Contract with the Giants, \$40,000,000 of which was guaranteed;

- \$1,260,260.17 in compensatory damages for attorneys' fees paid;

- \$135,846.47 in costs;

- \$6,068,382.30 (five (5) times the lost Contract Advisor fees) in punitive damages.

France filed a timely answer to the grievance. In it, he challenged the basis for the claims as well as the factual allegations that Bernstein claimed proved his cause of action.

I scheduled a hearing in this matter for October 16, 2023. In advance of that hearing, I directed the parties to brief the question of whether the decision by the Third Circuit precluded me from deciding the issues that it had decided. Accordingly, the parties submitted comprehensive briefs.

On September 28, 2023, I issued an Order on Collateral Estoppel. In that Order, I found that Bernstein's claims that France violated Section 3.B.(2) (prohibiting a Contract Advisor from offering money or other inducement to a player) and Section 3.B.(14) (prohibiting a Contract Advisor from engaging in dishonesty, fraud, deceit and/or misrepresentation) of the NFLPA Regulations had been decided by the Third Circuit. Specifically, I stated that the Third Circuit:

. . . found that France lied and committed fraud under a clear and convincing standard. The [Third Circuit] also found that France was involved in enticing Golladay to attend [the Signing Event] in which Golladay received money, which would encourage him to sign with France.

In my September 28, 2023 Order, I went on to conclude that:

. . . the issues of liability are final and will not be litigated again. Therefore, the only issues before me as the Arbitrator in the upcoming arbitration hearing are what, if any, damages France owes to Bernstein.

Based on the inability of the parties to resolve this matter amicably, it proceeded to arbitration as set forth earlier in this decision.

#### DISCUSSION AND ANALYSIS

In this claim for damages, Bernstein has the burden of proving to which classes of damages he is entitled and the

dollar value of those damages. As indicated above, the merits of Bernstein's underlying liability claim have been decided and may not be re-litigated in this proceeding.

#### Costs

Section 5.G. of the NFLPA Regulations expressly authorizes an Arbitrator to "assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit." The evidence established that France prevailed in my 2020 Decision because he lied under oath. But for France's untruthful conduct, Bernstein might have prevailed in the 2020 Decision. France's untruthfulness, that is now evident following the exposure of his lie, demonstrates that France's position in that proceeding and in the instant proceeding is "frivolous and/or totally without merit." As a consequence, it is appropriate to order that France pay Bernstein's costs.



I note that in an effort to vindicate his claim and to reverse the decision that understandably resulted from France's lies, Bernstein was compelled to incur substantial costs. In addition to the evidence presented by Bernstein as to the extensive work that he undertook in his effort to advance his case, I note that the Third Circuit found that "Bernstein did in fact take substantial measures toward uncovering France's perjury." The record showed that these "substantial measures" led to costs incurred by Bernstein. It is consistent with Section 5.G. of the NFLPA Regulations and traditional notions of justice that those costs be reimbursed. Based on the totality of the record, I find that Bernstein is entitled to reimbursement of costs in the amount of \$135,846.47. The Award so reflects.

#### Damages

Section 5.E. of the NFLPA Regulations provides that "If the Arbitrator grants a money award, it shall be paid within ten (10) days." (Emphasis added) This language clearly contemplates that an Arbitrator has the authority to award

monies pursuant to an arbitration. There is no specific prohibition against awarding damages (punitive or otherwise) in the NFLPA Regulations.

At the arbitration hearing, McPhee testified that the purpose of her appearance at the hearing was to provide the NFLPA's position on the question "Can an arbitrator determine and make a money damage award in a Section 5 grievance when it has been determined that a Contract Advisor violated [Section 3.B. (2) and 3.B. (14) of the NFLPA Regulations]." McPhee went on to note that ". . . it is within the arbitrator's discretion to grant such a remedy [i.e., money damages]. Section 5.E. references the arbitrator's ability to issue "money awards" and/or "award interest at his/her discretion."

McPhee distinguished Section 5 from Section 6 of the NFLPA Regulations. She testified that:

The NFLPA notes that unlike Section 6 of the [NFLPA Regulations], which contains specifically enumerated remedies that the arbitrator can only confirm, modify, or deny, Section 5 does not

contain specifically delineated mechanisms for remedy that could be interpreted to limit the arbitrator's discretion. As a general matter, Section 5 cases involve conduct that allegedly caused negative economic impact on the grieving party. The arbitrator should, of course, provide a reasoned and principled explanation to the parties if he or she finds that a money award is appropriate and explain in the opinion how and why the amount and the bases for any such money award.

The evidence established that France lied under oath during the 2019 arbitration hearing before me. The finding of the Third Circuit was comprehensive and conclusive on that point. Among other statements, the Third Circuit held that ". . . France both lied under oath and withheld important information demanded in discovery."

It is well-settled that lying under oath is an abominable offense and, in addition, constitutes perjury. Lying under oath has been and is regarded as among the most reprehensible of offenses. In many jurisdictions, including under Federal law, perjury is also a crime. Bearing false witness undermines the entire arbitration process, whose foundation includes the reliable gathering of information in the form of evidence upon which decisions

are rendered. France's conduct during the 2019 arbitration hearing is an affront to good order in the arbitration process. As such, it warrants a substantial response so as to make whole the individuals harmed by the misconduct (in this instance, Bernstein). A significant response is also warranted so as to protect the integrity and functionality of the arbitration system and to deter similar misconduct in the future, whether by France or others.

Turning to the effects of France's untruthful conduct, France argued that regardless of whatever was his involvement in the Signing Event and in his causing Golladay to attend and receive payment for doing so, Golladay's participation in the Signing Event did not lead to Golladay's termination of his SRA with Bernstein. France went on to argue that therefore, Bernstein is not entitled to damages for Contract Advisor fees that he did not receive from future NFL Player Contracts that he might have negotiated for Golladay. France also argued that there is no basis to conclude that Bernstein would have negotiated

the same agreement with the Giants that he negotiated. France contended that Bernstein should not be entitled to Contract Advisor fees based on the compensation amounts in Golladay's NFL Player Contract that France negotiated.

There was evidence presented at the arbitration hearing that indicated that players often switch Contract Advisors in the course of their careers. I note that Golladay indicated he was considering terminating Bernstein prior to his connecting with France.

The record showed that at the arbitration hearing, Golladay vigorously rejected the notion that he was induced to sign an SRA with France based on the \$7,000-plus he was paid for the Signing Event. Golladay characterized as "ridiculous" the notion that he would change Contract Advisors for such a small sum. I find, however, that Golladay is clearly biased in favor of France. Golladay acknowledged that he liked France personally and asserted that he was considering and planning to change Contract Advisors prior to the Signing Event. It is also undisputed

that France negotiated an NFLPA Player Contract for Golladay that secured him a guaranteed \$40,000,000. I find it perfectly reasonable and credible that Golladay is satisfied with France's successful work on his behalf. Further, the fact that Golladay was not persuaded by the small amount arranged by France does not change the fact that France attempted to induce Golladay, even if it was by means of only a pittance.

Notwithstanding that situation, what is clear is that the actions that France took and that he later lied about denied Bernstein the opportunity to continue representing Golladay. The lie was crucial in my finding in the 2020 Decision that France did not violate Section 3.B.(2) of the NFLPA Regulations. Had France told the truth and had I, therefore, found him in violation of Section 3.B.(2), it is possible that the NFLPA could have precluded him from representing Golladay. The result of that possible action by the NFLPA would have likely have been that Golladay might well have reevaluated the situation and rehired Bernstein as his Contract Advisor. I note that while Golladay

indicated that he would not have rehired Bernstein, I find that to be a speculative conclusion. It is impossible to know with certainty what would have happened and what decision Golladay might have made if France was barred from representing him and Bernstein was available to be rehired. Regardless of that rehire possibility, France's falsehoods and devious conduct deprived Bernstein of the opportunity to negotiate a new NFL Player Agreement for Golladay. That caused a financial loss to Bernstein and forms the basis for damages. In addition, I note that the Contract Advisor community is numerically small and the active Contract Advisors are aware when major players change their representation. The strong likelihood is that Bernstein's loss of Golladay as a client negatively affected Bernstein's reputation among other Contract Advisors and could have made him less attractive as an agent for other players, especially high value ones. While I do not find support for the entire amount that Bernstein claimed in damages, I find that the totality of the record forms the basis for an award of \$225,000 in damages to Bernstein.

Turning to the question of punitive damages, I indicated to the parties that the issue before me in the then-upcoming arbitration (i.e., the present case) was to what damages Bernstein was entitled. On November 9, 2023, I sent an email to the parties advising them that I would consider awarding punitive damages and asked them to brief the issue of punitive damages in their post-hearing briefs.

Just as Section 5.E. opens the potential for the award of actual damages under the designation of "a money award", so it also provides for the potential of punitive damages. When read together with McPhee's explanation of the NFLPA's interpretation of the NFLPA Regulations, it is clear that the NFLPA Regulations allow for the awarding punitive damages.

France disputed that the NFLPA Regulations allowed the award of punitive damages. In conjunction with his brief, France submitted the declaration of Mr. Trace Armstrong, a longtime NFLPA officer and a member of the NFLPA Executive Committee when the NFLPA Regulations were adopted in 1994.



France argued that the Armstrong's declaration showed that the NFLPA and the drafters of the NFLPA Regulations did not intend to authorize and, in fact, did not authorize the award of punitive damages. France argued that this evidence formed another basis on which to deny awarding punitive damages to Bernstein.

I note that neither Armstrong's declaration nor Armstrong was subjected to cross-examination during the arbitration hearing. In addition, Armstrong failed to disclose initially in his affidavit that he and France were currently fellow employees at Athletes First and that they had formerly worked together at CAA. Further, while it is unknown whether Athletes First will have to pay some or all of any money awarded to Bernstein, that possibility affects Armstrong financially. Therefore, Armstrong's declaration was the product of a conflict of interest and it also showed his bias.

It is also clear that Armstrong's understanding of the NFLPA Regulations and their intent was based on events that

occurred more than 20 years ago. While Armstrong asserted that there was a decision by the drafters not to provide for punitive damages in the NFLPA Regulations, if the drafters had wanted to exclude punitive damages as a possible remedy, they would have stated that explicitly in the NFLPA Regulations. There is no such clear statement excluding punitive damages in the NFLPA Regulations, which indicates that there is no such exclusion. For all of these reasons, I find that Armstrong's declaration has no probative value.

There are court cases that hold that where there is nothing in the arbitration provisions of the parties' contract or their arbitration rules that limits the relief an arbitrator may grant, the arbitrator will have the power to award punitive damages. See, for example, Winkelman v. Kraft Foods, Inc., (Court of Appeals of Wisconsin Case No. 03-2355, 2005). In the cited case, the parties' relationship was governed by their contract. In the instant matter, the parties' relationship and this proceeding are governed by the NFLPA Regulations.

Therefore, Winkelman v. Kraft is still applicable and instructive in the present case because here, too, there is no provision in the NFLPA Regulations that limits the Arbitrator's authority to grant punitive damages.

Scholarly commentary on this case indicates that parties should include whatever limitations on damages they desire in their arbitration agreements and/or rules. It is reasonable for arbitrators to supply a solution in situations where there is no language in the arbitration agreement and/or rules addressing or governing the issue of punitive damages. In such situations, arbitrators may award punitive damages to the injured party that proves its claim, so long as the parties' arbitration agreement and/or rules do not specifically prohibit such an award of punitive damages. In addition, courts have opined that Arbitrators may be authorized to award punitive damages in cases where "there is evidence of such bad faith as to shock the conscience of the arbitrator." See Lake (Ohio) Local Board of Education, 114 LA 839, 843 (Murphy, 2000); International Association of Firefighters Local Union #583 and City of Beloit, Case 161 No. 70883, MA-15074 (Supplemental Award)

2013; and Elkouri & Elkouri, How Arbitration Works, 6<sup>th</sup> Ed. (2006) at 1216. In consideration of the record, I find that the overwhelming evidence demonstrated that France's untruthful testimony constitutes bad faith. I note that this is a case of first impression, but find that there is substantial basis for considering the award of punitive damages. The evidence established that France's conduct is so outside the bounds of lawful behavior and so different from previous cases that appropriate action must be taken so as to punish his untruthful conduct and so as to discourage untruthful testimony in the future. Therefore, for all of these reasons, I conclude that I have the authority to order punitive damages in the present dispute.

In determining the amount of punitive damages to order, it is important to keep in mind the outrageous conduct in which France engaged. The record is clear that he knowingly lied under oath about material facts with the intent to deceive. This misdeed ruptured the integrity of the proceeding and violated the foundation of the NFLPA Regulations. This led down a lengthy path of litigation

that consumed significant time and resources of innocent parties as well as of the judicial and arbitration systems. Moreover, the fraud in which France engaged was willful and flagrant. I note that this is a case of first impression under the NFLPA Regulations. There are no decisions under the NFLPA Regulations where an arbitrator or a court has determined that a Contract Advisor lied and committed fraud. No system of lawful and orderly decision making can function fairly and effectively if the evidence adduced in proceedings is the product of falsehood and deception. As countless decisional authorities have indicated, punitive damages are intended not simply to punish the perpetrator but also to be a deterrent to other potential perpetrators in the future. In the present setting, this would mean deterring other Contract Advisors who might be tempted to lie or commit fraud in an arbitration proceeding under the NFLPA Regulations. Having found the basis for punitive damages in the NFLPA Regulations, it is necessary to impose them in a manner that is effective in achieving those goals of punishment and of protecting the future integrity of the system. I note that Bernstein argued that punitive damages

should be eight (8) times the amount of compensatory damages. I find that there is insufficient support in the record for that specific multiplier and, therefore adopt a more modest factor. For all of those reasons and based on the entirety of the record, I find that France must pay punitive damages to Bernstein in the amount of \$450,000.

Notwithstanding Bernstein's request that I award attorneys' fees, I find that awarding attorney fees is not warranted based on the specific facts of this case.

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AWARD

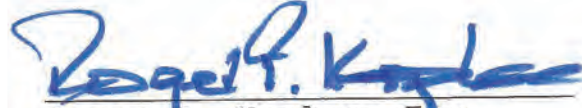
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After considering all of the evidence and arguments presented at the hearings and the arguments made in the post-hearing briefs, I find that:

1. Todd France owes Jason Bernstein costs in the amount of \$135,846.47;
2. Todd France owes Jason Bernstein damages in the amount of \$225,000;
3. Todd France owes Jason Bernstein punitive damages in the amount of \$450,000;
4. Todd France does not owe Jason Bernstein any monies for attorneys' fees;
5. Todd France owes Jason Bernstein a total of \$810,846.47; Todd France shall pay Jason Bernstein the sum due within ten (10) days of the date of this decision pursuant to Section 5.E. of the NFLPA Regulations;
6. Except as already stated in this Award, the parties shall pay their own costs and expenses;

7. The grievance is sustained in part and denied in part.

DATED: DEC 28 2023

  
Roger P. Kaplan, Esq.  
Arbitrator

Alexandria, Virginia