



## MEMORANDUM

**To: Chief Executives  
Club Presidents**

**From: Commissioner Goodell**

**Date: October 9, 2012**

**Re: Report on Further Proceedings in Bounty Matter**

Earlier today, I issued decisions finding conduct detrimental and imposing discipline on four current or former Saints players: Scott Fujita, Anthony Hargrove, Will Smith, and Jonathan Vilma. Because this matter has been pending for some time and there have been numerous developments since I last reported to the clubs, I have prepared this memorandum to ensure that all clubs are aware of the status of the various proceedings and the current state of the record.

Over the past seven months, we have addressed this matter in stages. On March 2, I disclosed the initial findings of our investigation into this matter. Several weeks later, on March 21, I issued a Memorandum of Decision and imposed discipline on the Saints franchise and on four individuals: General Manager Mickey Loomis, Head Coach Sean Payton, Assistant Head Coach Joe Vitt, and former Defensive Coordinator Gregg Williams. My decisions of March 21 were based on my belief that the prohibition against bounties is an important element of our commitment to player safety and to the integrity of the game, and that the responsibility for upholding that prohibition is broadly shared among clubs, management, and coaches.

No bounty program can operate without the participation and support of players. After imposing discipline on the club and non-player employees, I considered what, if any, discipline to impose on players. None of the four players ultimately disciplined was willing to be interviewed in connection with this matter, although Mr. Hargrove submitted a declaration explaining the circumstances behind his failure to provide truthful information to our investigators in early 2010. Nor did the NFLPA choose to engage in constructive discussions concerning either individual player discipline or the broader underlying issues raised by the bounty program.

With that background, and before addressing the substance of my decisions today, I offer four observations.

First, the longstanding bounty rule – particularly the aspect of the rule that prohibits offering incentives to injure opposing players – is absolutely critical to protect and advance the fundamental interests of the NFL and its players. However physical the game of professional football may be, it is a game that is played under a carefully developed set of rules that forbid unnecessary violence or acts that create an unreasonable risk of injury to opposing players. Bounties cannot be reconciled with rules designed to protect player safety and to promote fair play.

Second, as might be expected, direct evidence of significant violations of league policies and league rules – especially violations that occur off the field of play – is unusual. Here the quality, specificity, and scope of the evidence supporting the findings of conduct detrimental are far greater and more extensive than ordinarily available in such cases. That evidence includes not only interviews of knowledgeable sources, but also contemporaneous documents provided by the Saints, sworn statements from witnesses with direct knowledge of the conduct at issue, and testimony and statements from players, coaches, and others confirming key aspects of the program in place at the Saints’ defensive unit.

Third, there are some conflicts in the record, including denials of certain allegations by affected players and club personnel. There are also differences in recollection based on memory and perspective. It is my responsibility as Commissioner to weigh such differences and make a determination about what did and did not occur. In that respect, I have adhered from the outset to a clear principle: I would not find conduct detrimental or impose discipline unless the challenged conduct was established and corroborated by more than one source.

Finally, the decisions made today, and the process by which they were made, are based on authority expressly granted to the Commissioner in the NFL Constitution and By-laws and the Collective Bargaining Agreement. The authority that I have exercised is identical in all material respects to the authority vested in my predecessors and repeatedly agreed to by the NFLPA after lengthy and often contentious negotiations. Those agreements set forth both the scope of my authority and the process to be followed in deciding appeals of disciplinary decisions. Any changes from the discipline previously imposed results from our collectively-bargained procedures.

The series of agreements that we have signed with the NFLPA over the last five decades recognize that a fundamental building block of the NFL’s success, its appeal to fans across the country, the protection of the integrity of the game, and the respect for the league and those who participate in professional football is a set of consistent standards of conduct for everyone involved in the game. Those agreements also recognize that conduct detrimental to the game must be addressed and deterred, and that while *the process* may be subject to collective bargaining with representatives of our players, the Commissioner, whose most important responsibility is protecting the integrity of and public confidence in the game, is in the best position to determine and enforce those standards in the best interests of the game.

In an analogous context, Commissioner Rozelle said more than 25 years ago, “I feel that the bargaining agreement and the Constitution and Bylaws give me the obligation and authority

to protect the health and welfare of the players and to preserve the integrity and the public confidence in the National Football League and the sport itself.”

**Status of Proceedings:** As you will recall, in May I suspended the same four players for conduct detrimental as a result of my finding that they had participated in a bounty program while members of the Saints’ defensive unit. The players exercised their right under the Collective Bargaining Agreement to appeal their discipline. I held a hearing on June 18, at which each of the players declined to participate. No player spoke, offered any evidence in support of his appeal, or elected to ask any questions of the investigators who attended the hearing and were available for questioning. In early July, I upheld their suspensions.

Apart from pursuing their appeals under the CBA, the Union brought two separate arbitration proceedings under the CBA challenging the suspensions imposed on the players. And both the Union and Mr. Vilma initiated lawsuits, which remain pending in federal court in New Orleans, seeking to set aside the suspensions.

In one of the CBA challenges, the Union argued that I lacked authority under the CBA to discipline players for conduct detrimental that occurred prior to 2011. This claim was rejected by Arbitrator Das. That decision is final and binding.

In the other CBA challenge, the Union argued that the bounty program in fact constituted a Salary Cap violation for which discipline may be imposed only by the System Arbitrator, not the Commissioner. System Arbitrator Stephen Burbank rejected this claim, recognizing that the conduct at issue here was under the Commissioner’s exclusive jurisdiction.

The players appealed Professor Burbank’s decision to the new appeals panel established under the CBA. In its initial decision served about one month ago and further explained last week, the panel recognized the difference between a Salary Cap violation (involving certain kinds of secret, undisclosed compensation) and conduct detrimental; it further recognized that "the Saints' program encompassed . . . conduct – agreements to injure – that may reasonably be judged to be conduct detrimental."

The panel nonetheless held, in light of the involvement in the program of a member of the Saints coaching staff, that it could not determine with certainty whether any element of the discipline that I had imposed on the players was based on conduct addressed by the Salary Cap provisions of the CBA. Accordingly, the panel vacated the suspensions and sent the matter back to me for redetermination. The panel emphasized that “the decision whether to issue ‘conduct detrimental’ discipline and the selection of the appropriate sanctions falls squarely within [my] exclusive jurisdiction.”

Following the initial decision of the appeals panel, I again invited each of the players to meet with me and provide additional information concerning the bounty program and their involvement in it. None of the four players – or the Union, which had been apprised of our findings well before the initial discipline letters were issued – had been willing to do so prior to the decision of the appeals panel. In fact, at the appeal hearing before me in June, on the advice of their lawyers, the players refused to offer any evidence or to say anything in support of their

appeals. In response to my recent invitation, each of the players agreed to meet, to answer questions, and to present their sides of the story. I appreciate having had the opportunity to meet with and hear directly from the players. Those meetings helped inform the process by providing valuable additional information and by offering insight into the players' perspective on this matter. Those sessions, information from which is reflected in today's decisions, took place over three days in September, with the last of the meetings taking place on September 28.

**Summary of Evidence:** Since our initial report was issued in early March, the subject of bounties – in the NFL and at other levels of play – has received considerable attention. While this attention has not always cast the game in the best light, I believed and continue to believe that it is important to be candid about what happened and about our response. Doing so, in my view, will facilitate a change in the culture of the game leading to a greater focus on protecting player safety, on teaching fair and safe play at all levels, and on making sure that nobody in the NFL encourages, either by word or deed, actions that jeopardize the safety of other players on the field.

This matter initially came to our attention during the playoffs following the 2009 season. Brad Childress, then Head Coach of the Minnesota Vikings, informed us that he believed that Saints players had placed a bounty on Vikings quarterback Brett Favre. In subsequent discussions, Coach Childress said that a Vikings player, Jimmy Kennedy, had told him that the Saints defensive unit had offered a \$10,000 bounty on Mr. Favre and that Mr. Kennedy had identified Anthony Hargrove, then a defensive player for the Saints, as the source of his information. During the NFC Championship game between the Saints and the Vikings there were an unusual number of penalties for unnecessary roughness due to hits on Vikings quarterback Brett Favre, and fines of \$30,000 were subsequently imposed on Saints players.

Our office promptly investigated this matter. We interviewed Coach Childress and Mr. Kennedy. We spent more time interviewing key members of the Saints' coaching staff and management, including defensive coordinator Gregg Williams and assistant head coach Joe Vitt, as well as Mr. Hargrove, all of whom denied any knowledge of any form of incentive pool or bounty program. In particular, all specifically denied that a bounty had been placed on Brett Favre during the playoffs following the 2009 season. Because the investigation was unable to confirm or corroborate either Coach Childress's allegations or other aspects of a bounty program, no further action was taken in 2010.

During the latter part of the 2011 season, we received substantial new information, including documentary evidence, that showed: (i) that a sophisticated and pervasive bounty program had been in place at the Saints during the 2009 through 2011 seasons; and (ii) that a specific bounty had been placed on Mr. Favre during the playoffs following the 2009 season. Upon receipt of this new information, we reopened our earlier investigation. After the new information was rigorously reviewed, we sought and obtained from Saints' owner Tom Benson full access to the Saints' records, including hard copy documents and computer files. There we found many documents confirming the existence and features of the bounty program.

The evidence revealed that one of Coach Williams' responsibilities was to create a "nasty" defense in New Orleans. He discussed the bounty program with the leaders of the

defensive squad and obtained their support. Mr. Vilma testified that Coach Williams presented the program to him, along with Will Smith and Scott Fujita, at which time, according to Mr. Vilma, “we said, ‘Cool. We like it.’” The program offered cash rewards for a wide range of plays, including conventional defensive objectives, such as fumble recoveries or interceptions, but it also offered cash incentives for plays called “cart-offs” and “knockouts.” The rewards offered for cart-offs and knockouts were substantially higher than the rewards offered for interceptions, forced fumbles, or the like.

We also conducted numerous additional interviews, including an interview of Coach Williams. At the time of that interview, Coach Williams had left the Saints and been hired by the St. Louis Rams. At the outset of this interview, Coach Williams strongly denied the existence of any bounty program and vigorously defended the conduct of the Saints players and coaches. Only after a lengthy series of questions, including presentation of facts that established the existence of the bounty program, did Coach Williams ultimately acknowledge the bounty program and disclose its full scope. He did so without any knowledge, expectation, or consideration regarding any penalties that might or might not be imposed on him in the future. Both he and Michael Cerullo, a former member of the Saints’ coaching staff, have provided sworn declarations confirming the central elements of the program.

Importantly, at no time did Coach Williams exhibit any animus toward the Saints or its management, any of his former coaching colleagues, or any Saints player. No one has subsequently offered any reason why Coach Williams would testify falsely against his former players. To the contrary, the players themselves have praised Coach Williams as a great coach, teacher, and motivator. In his testimony in the New Orleans federal court, Mr. Vilma described Coach Williams as “a great motivator . . . he did a lot for me. He embraced me. . . . I think he’s a great coach.”

The fact that the program offered financial incentives for cart-offs and knockouts of opposing players cannot be disputed. Mr. Vilma and Coach Vitt each testified in federal court in New Orleans that cart-offs were part of the program. Mr. Fujita confirmed that the players were told to “crank up the John Deere tractor and cart these guys off” the field.

Mr. Vilma confirmed that “cart-offs” and “knockouts” referred to hits or tackles that resulted in an opponent’s having to leave the game for one or more plays, and that a hit or tackle that resulted in an opponent’s needing smelling salts under a trainer’s care was eligible for a reward under the program. Coach Williams defined a cart-off as “a category of big hits that resulted in an opposing player leaving the game due to the hit (for example, having the ‘wind knocked out of him’ or being shaken up or injured in some other way) and not returning to the game for one or more plays.” After considering the testimony of Mr. Vilma and Coach Vitt in the federal court in New Orleans, the district judge noted that “cart-offs were when a player was hurt enough to leave the field at least for a play or two plays.” The judge cited testimony from Coach Vitt that “a cart-off was to ring somebody’s bell enough that they would have to – intimidate them that they would then leave the playing field.” The judge also said that cart-offs were, “in effect . . . a bounty, that a player is being rewarded for a hit to cause enough of an injury that [the player he hits] has to leave the field.”

In my recent meetings with the players and their counsel, the players addressed the allegations and had an opportunity to tell their side of the story. In those meetings, the players confirmed many of the key facts disclosed in our investigation, most particularly that the program offered cash rewards for “cart-offs,” that players were encouraged to “crank up the John Deere tractor” and have their opponents carted off the field, and that rewards were offered and paid for plays that resulted in opposing players having to leave the field of play. Each of the players also denied one or more aspects of the earlier findings on which disciplinary action had been based. With respect specifically to the term “cart-offs,” the players claimed that it referred only to a play in which an opponent “had the wind knocked out of him” and had to leave the game for “a play or two.”

The facts, however, conclusively undermine this characterization. For example, in a game between the Saints and the New York Giants in 2009, a Saints player earned a reward for a cart-off of Giants running back Brandon Jacobs, who left the game with a shoulder injury. After a 2010 game against the Carolina Panthers, the Saints defensive unit was commended for forcing “3 CART-OFFS! 1 already placed on I.R.!” In that game, three Carolina players were seriously injured: running backs Jonathan Stewart and Tyrell Sutton, who were literally carted off the field with a head/neck and ankle injury, respectively, and quarterback Matt Moore, who was later placed on injured reserve, unable to return for the remainder of the season, with a torn labrum. These all satisfied Coach Williams’ definition of cart-offs: “big hits that resulted in an opposing player leaving the game due to the hit (for example, having the “wind knocked out of him” *or being shaken up or injured in some other way*)....” He added that “rewarding cart-offs and knockouts...could encourage players to injure opposing players [and] I now understand that someone could be seriously injured as a result....”

In addition, sworn declarations of Coach Williams and Mr. Cerullo confirm that a specific bounty was placed on Brett Favre prior to the NFC Championship game after the 2009 season, as Coach Childress believed to be the case. Mr. Vilma has denied this, but I have decided that the record as a whole confirms that he made such a pledge. I cannot see why either Coach Williams or Mr. Cerullo would independently attest to the pledge having been made if it were not made. In addition, in denying that he made the pledge, Mr. Vilma told me that nothing unusual took place at the pre-game meeting the night before the NFC Championship game. That position is inconsistent with the statements of Coach Vitt, who told me that the defensive meeting the night before the NFC Championship game against Minnesota “got out of hand” and that a lot of pledges were made by players during that meeting. It is also inconsistent with Mr. Fujita having told me that many players pledged money for big plays at that meeting. Additionally, video of the Vikings’ game shows an exchange in which Coach Vitt (mistakenly) advises the defensive unit that Brett Favre was out of the game due to a broken leg; the Saints players, including Mr. Hargrove, react immediately to this news, and a voice is heard saying, “Give me my money.”

There is also no question that when our office initially investigated this matter in response to Coach Childress’s complaint, players and coaches with the Saints undertook a deliberate effort to conceal the program. Coach Vitt acknowledged that when he was interviewed in early 2010, he “fabricated the truth” in denying the bounty program. This

continued for three seasons, which allowed this dangerous program needlessly to continue into the 2011 season.

On all of these matters, we have continued to work closely with former U.S. Attorney Mary Jo White, who has provided important assistance in the investigation, including offering an independent evaluation of the evidence and assisting during the meetings with the four players last month. She also prepared a summary of the key evidence, which was reviewed with the players and their attorneys at the June 18 appeal hearing. So that all clubs will have an opportunity to review this presentation, I have attached it to this memo. I have also attached certain additional material that has been furnished to the players, including photos of the two Carolina players, Messrs. Stewart and Sutton, being carted off the field.

The discipline being imposed today is entirely based on my finding that the players engaged in conduct detrimental, and in no way based on any issue of undisclosed payments in violation of the Salary Cap. Our investigation disclosed nearly two dozen players who either contributed to, or received money from, the pool operated by the Saints' defense. The four disciplined players either were involved in specific bounties on an opposing player, contributed substantially to the bounty program, engaged in payments that violated League rules, or were untruthful when the program was initially investigated.

It also bears mention that as leaders among the players, Messrs. Fujita, Smith and Vilma could have spoken up and perhaps prevented the program from being implemented. They recognized that participation in the program was voluntary, that the program included incentives for cart-offs and knockouts, and that players could decline to be involved. (Indeed, Mr. Fujita's defense is based almost entirely on his asserted refusal to participate in the program administered by Coach Williams.) Yet these same player leaders did nothing to prevent cart-offs from being highlighted, praised, incentivized and rewarded. They bear a particular responsibility for the risks that the program created for other players.

As reflected in the letters issued today, after careful review of all of the testimony, statements and documents in the record before me, having met with the players, as well as with Coach Williams, Coach Vitt, and Mr. Cerullo, and having had an opportunity to assess the credibility of each, I have determined that all four players engaged in conduct detrimental and that all four should be suspended for varying lengths of time depending on their particular conduct. Each has a right again to appeal his discipline. And if any player exercises that right, I intend promptly to hold a hearing as provided for in the CBA and to consider carefully, and with an open mind, any further evidence that the player brings to my attention.

The specific discipline being imposed today is as follows:

Scott Fujita is suspended without pay for one game. My initial decision of a three game suspension was based on a finding that Mr. Fujita had made substantial contributions during the 2009 playoffs toward the "general pay-for-performance/bounty pool," which included rewards for cart-offs. This reduced suspension reflects my evaluation of the additional evidence first offered by Mr. Fujita on September 28 that he did not pledge money to the pool in which Coach Williams was involved, but rather that he (Mr. Fujita) personally, and entirely outside the

program developed by Coach Williams, offered financial incentives to other players in violation of Section 9.1(C)(8) and 9.3(F) of the Constitution and By-laws. It also reflects my belief that it was wrong for a veteran leader, who is a strong advocate of player safety, to have apparently looked the other way and made no effort to stop a program that included such risky elements as cart-offs and knockouts.

Anthony Hargrove is suspended without pay for seven games. The vast majority of his initial eight-game suspension was attributed to his clear obstruction of our investigation, which allowed the bounty program to continue for two additional seasons. To avoid any suggestion that any part of the discipline on Mr. Hargrove is based on any factor other than his obstruction of the investigation, I have reduced his suspension from eight games to seven games. In addition, because he has been a free agent for the entirety of the 2012 season, I have decided to credit against his suspension the first five weeks of the season. This means that Mr. Hargrove's suspension will run for two additional weeks after he is signed.

Will Smith is suspended without pay for four games, consistent with my original decision. The findings on which Mr. Smith's suspension was based, and the evidence supporting those findings, were not affected by the additional record material that was developed since his June 18 appeal hearing. Mr. Smith engaged in conduct detrimental by endorsing the creation of the pay-for-performance/bounty program, and made substantial contributions in support of the program, notwithstanding the fact that it offered incentives for cart-offs and knockouts.

Jonathan Vilma is suspended for a full season. However, because he is currently designated as Physically Unable to Perform ("PUP") and will remain on that list through the first six weeks of the season, the suspension will not take effect until he is removed from the PUP list. In the meantime, he will continue to be paid while on PUP status. I find that Mr. Vilma endorsed and contributed to a pay-for-performance/bounty program that included incentives for cart-offs and knockouts. I further find that the record as a whole supports the conclusion that he offered a specific pledge of a bounty on Brett Favre prior to the 2010 NFC Championship game between the Saints and the Minnesota Vikings.

\*

\*

\*

After reviewing this matter earlier this year, Senator Richard Durbin of Illinois made these comments:

"Unlike many issues that come before us, this issue was discovered by the NFL. The investigation was initiated by the NFL. And the actions that were taken against coaches and players was taken by the NFL. There was no denial here...What I hear from them is a good-faith effort to acknowledge what happened and deal with it. The NFL has taken the issue of bounties in professional football seriously and has been open and willing to take additional steps to protect player safety and football's integrity. They aggressively pursued the information they were given."

I believe it is our collective responsibility to protect player safety and the integrity of our game. We have made significant progress in changing the culture with respect to player safety and we will not relent. Quite apart from disciplinary considerations, all owners are expected to ensure that no program of this type, whether called pay-for-performance, bounty, or some other name, exists at their club. Last spring, all owners, general managers, and head coaches were required to provide certifications to this effect, and that requirement will continue for the 2012 season.

Today's decisions conclude our actions in this specific matter, pending any appeals by the players or other rulings. We will keep all clubs informed of any further developments.