

EXHIBIT A

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Answer by
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Leslie D. Dent
Attorney at Law
Direct Dial (708)- 821-9596

VIA Facsimile & Federal Express
(Corrected)

March 9, 1995

Mr. Dwight Clark
Office of the General Manager
San Francisco 49ers
4949 Centennial Blvd.
Santa Clara, CA 95054

RE: Richard Dent v. San Francisco 49ers

Dear Mr. Clark:

On or about September 11, 1994, Richard Dent was employed by the San Francisco 49ers ("49ers"). On that date Mr. Dent suffered an injury to his knee (injured: not limited to, the anterior cruciate ligament, and medial collateral ligament) while performing the services required of him under his NFL Player Contract ("Contract").

Immediately following the aforementioned injury, the Club authorized surgery on Mr. Dent's knee. However, unbeknownst to the Player, the surgery and the surrounding circumstances were nothing short of improper and otherwise violative of the rights afforded Mr. Dent under his Contract and the 1993 National Football League Collective Bargaining Agreement ("CBA"). *Inter alia*, the surgery was incomplete, an act of bad faith, and a breach of the obligations due by the 49ers to Mr. Dent.

Toward the end of the season, the 49ers returned Mr. Dent to the field. It has now become known to Mr. Dent that at the time the 49ers returned him to the field his then existing medical condition could be significantly aggravated by continued performance. The 49ers did not provide Mr. Dent with written notification of the risk inherent at that time by continued performance, and as a result he has been damaged.

In addition to the aforementioned, the 49ers had full knowledge that it was in the best interest of Mr. Dent's health, medical rights, and preparation for the 1995 National Football League season (and beyond) that an anterior cruciate ligament reconstruction be performed on Mr. Dent at the time of his September 1994 surgery; subsequent surgery was performed on February 1, 1995. By not performing the reconstruction surgery in September 1994 and thus allowing Mr. Dent at least a chance to recover during the normal recovery period for such injury, Mr. Dent has been damaged (both on the date preceding his termination - as a 49er with a 1995 contract, as well as today as a free agent without a contract).

On February 14, 1995, the improper means by which the 49ers carried out a clearly improper purpose in September 1994 and in returning Mr. Dent to performance (i.e., football activity) in December 1994, was heightened when the 49ers terminated Mr. Dent's 1995 NFL Player Contract.

Therefore, on behalf of Richard Dent, I am filing this grievance against the San Francisco 49ers and the National Football League Management Council ("NFLMC") for Mr. Dent's 1995 salary of \$1,650,000.00, as well as any other medical and rehabilitative costs incurred as a result of the aforementioned injuries and any other rights that he is entitled to under CBA.

In the alternative, this letter is formal notice to the 49ers and the NFLMC that by filing this grievance and setting forth the facts herein, Mr. Dent also files and reserves any additional claims/grievances which might arise from the occurrence of the aforementioned facts.

Sincerely,

Linda D. Dent, Esq.

cc: Dennis Curran, NFLMC
Timothy Wright, Esquire