

# **EXHIBIT B**



**NFL PLAYERS**  
ASSOCIATION

June 19, 2013

**VIA E-MAIL**

W. Buckley Briggs, Esq.  
Vice President of Labor Arbitration and Litigation  
NFL Management Council  
345 Park Avenue  
New York, NY 10154

**Re: NFLPA v. New England Patriots**

Dear Buck:

Pursuant to Article 43 of the CBA, the National Football League Players Association (“NFLPA”) hereby commences a Non-Injury Grievance against the New England Patriots (“Patriots”) seeking an order from the arbitrator finding that the Patriots failed to comply with Article 39, Sections 1(c) (“Doctor/Patient Relationship”) and 3(e) (“Accountability and Care Committee”) of the CBA, and a corresponding order of compliance with those provisions, which, because of the facts set forth below, require the Patriots to terminate Dr. Thomas Gill as their Club physician. The NFLPA also requests an order that the Patriots immediately cease and desist from violating those provisions by continuing to employ Dr. Gill as their Club physician. CBA, Art. 43, § 8.

Article 39, Section 1(c) of the CBA provides that “each Club physician’s primary duty in providing player medical care shall be not to the Club but instead to the player-patient. . . . In addition, all Club physicians and medical personnel shall comply with all federal, state, and local requirements, including all ethical rules and standards established by any applicable government and/or other authority that regulates or governs the medical profession in the Club’s city.” Moreover, Article 39, Section 3(e) of the CBA requires each NFL Club to “use its *best efforts* to ensure that its players are provided with medical care consistent with professional standards for the industry” (emphasis added).

In connection with a pending System Arbitrator proceeding brought by the Patriots against Jonathan Fanene to recoup his Signing Bonus, the NFLPA has recently discovered that, in the course of “treating” Mr. Fanene, Dr. Gill engaged in a series of acts in his role as the Patriots’ Club physician that clearly did not comply with the CBA. The CBA mandates that Dr. Gill’s primary obligation be to his player-patients – as opposed to his Club employer – and that he comply with all applicable ethical obligations in treating his player-patients. Indeed, we believe that Dr. Gill’s behavior with respect to

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Mr. Fanene indicates that he has failed to comply with even the bare minimum of standards under the Code of Massachusetts Regulations and applicable federal, state, and local laws.

During Dr. Gill's treatment of Mr. Fanene in connection with an injury Mr. Fanene suffered during the 2012 training camp, Dr. Gill informed Patriots owner Robert Kraft and Club President Jonathan Kraft that – in his words – he was “*trying to put together a case*” against Mr. Fanene so that the Club could seek the return of his Signing Bonus, thereby abrogating his “primary duty in providing player medical care” under the CBA, which clearly states that such duty “shall be *not to the Club but instead to the player-patient.*” CBA, Art. 39, § 1(c) (emphasis added). This clearly was conduct in the interest of the Club, and against that of the player, in direct contravention of CBA requirements and ethical obligations.

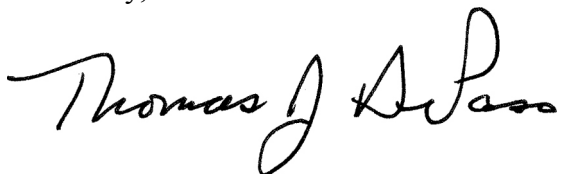
Further, during the time that he was “trying to put together a case” against Mr. Fanene, Dr. Gill continued to treat Mr. Fanene as his patient. Most troubling, after scheduling an arthroscopic surgery with his staff to treat Mr. Fanene's knee injury, Dr. Gill subsequently took the direction of Head Coach Bill Belichick to “play four corner offense” and delay any surgery for Mr. Fanene while an effort was made to persuade him to retire (and thus forego his Signing Bonus through that action). Ultimately, Dr. Gill refused to do the surgery at all, informing Mr. Fanene that if he wanted the surgery, he should use a private physician in Cincinnati. Finally, there is also evidence that Dr. Gill may have fabricated and/or back-dated notes of certain meetings with Mr. Fanene in an effort to advance the Patriots' legal case against Mr. Fanene. None of these actions by Dr. Gill were consistent with giving the interests of his player-patient priority over those of the Club.

Accordingly, the NFLPA seeks an order from the arbitrator finding that the Patriots failed to comply with Article 39, Sections 1(c) and 3(e), and an order of compliance with those provisions, requiring Dr. Gill be dismissed as Club physician, as well as a corresponding order that the Patriots cease and desist from continuing to employ Dr. Gill as Patriots' Club physician. CBA, Art. 43, § 8. Moreover, we ask the arbitrator to issue any additional order or remedy which he or she deems fair and appropriate under the circumstances.

The NFLPA reserves the right to supplement this Non-Injury Grievance with additional facts or claims that it becomes aware of prior to or during the hearing in this matter.

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Sincerely,

A handwritten signature in black ink that reads "Thomas J. DePaso". The signature is written in a cursive, flowing style.

Thomas J. DePaso  
General Counsel

cc: New England Patriots  
Jonathan Fanene  
DeMaurice Smith, Esq.  
Jeffrey L. Kessler, Esq.