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COURT OF APPEALS  
STATE OF NEW YORK

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REVIS,

Appellants,

-against-

NO. 13

SCHWARTZ,

Respondents.

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20 Eagle Street  
Albany, New York  
February 9, 2022

Before:

CHIEF JUDGE JANET DIFIORE  
ASSOCIATE JUDGE JENNY RIVERA  
ASSOCIATE JUDGE MICHAEL J. GARCIA  
ASSOCIATE JUDGE ROWAN D. WILSON  
ASSOCIATE JUDGE MADELINE SINGAS  
ASSOCIATE JUDGE ANTHONY CANNATARO  
ASSOCIATE JUDGE SHIRLEY TROUTMAN

Appearances:

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Cheryl Odom  
Official Court Transcriber



1 CHIEF JUDGE DIFIORE: Good afternoon, everyone.  
2 Judge Rivera is appearing virtually today. The first  
3 matter on our calendar this afternoon is appeal number 13,  
4 Revis v. Schwartz. Counsel?

5 MR. LEVINSTEIN: May it please the court, may I  
6 reserve two minutes of my ten?

7 CHIEF JUDGE DIFIORE: Two minutes, you said?

8 MR. LEVINSTEIN: Yes, please.

9 CHIEF JUDGE DIFIORE: Yes.

10 MR. LEVINSTEIN: Thank you, Your Honor.

11 CHIEF JUDGE DIFIORE: You're welcome.

12 MR. LEVINSTEIN: May it please the court, Mark  
13 Levinstein, law firm of Williams & Connolly in Washington,  
14 DC, counsel for Mr. Revis and for Shavae, LLC.

15 The facts of this case are pretty simple. Mr.  
16 Revis and Mr. Schwartz entered into two contracts, one  
17 written and one oral, in 2007. Mr. Schwartz - - - Schwartz  
18 claims that in 2015, Mr. Revis entered into a third  
19 contract with Mr. Schwartz's company, Schwartz & Feinsod.  
20 This dispute is about that third contract that Mr. Revis  
21 claims he never entered into.

22 And so to start, the only written evidence of  
23 that contract is in the record at page A-159. It's one  
24 sentence. And I think it's important to just focus on what  
25 that says. It's a sentence at the end of the healthy



1 beverage agreement, the last provision, that says, "It is  
2 acknowledged that the marketing fee and all other amounts  
3 payable hereunder to Darrelle Revis shall be paid by Steaz"  
4 - - - that's the other party - - - "fifty percent to Shavae  
5 LLC on the one hand" - - - that's Mr. Revis' company - - -  
6 "and fifty percent to Schwartz & Feinsod, Inc. on the other  
7 hand."

8 Now, that provision ended up in the agreement.  
9 Mr. Revis claims he had no idea that was going to be in  
10 there and didn't agree to it. The basis for that  
11 provision, according to Mr. Schwartz, if you turn to page  
12 92 of the record, in his affidavit, he says that Mr. Revis  
13 "was very much aware of" - - - this is paragraph 9 on page  
14 A-92 - - - "and specifically approved of the split of the  
15 fees earned on that contract between Revis, Revis' uncle  
16 and representative, Sean Gilbert, Schwartz Feinsod, and Zac  
17 Hiller, another certified contract advisor."

18 JUDGE GARCIA: Counsel, can I just stop you for a  
19 second here?

20 MR. LEVINSTEIN: Sure.

21 JUDGE GARCIA: You know, you're teeing this up  
22 very cleanly, and you know, this is about X contract, and  
23 it's a different contract, and it's on page 159. But I  
24 read your complaint, and the contracts talked about in the  
25 complaint seemed very fluid, let's say. And there's talk



1 about health beverages, and there's talk about this fifty  
2 percent, and there's talk about the two percent, and  
3 there's talk about - - - and specifically, there's talk  
4 about the NFL contract with the Jets.

5 So if I'm a trial judge and I'm looking at that  
6 complaint, and now you're arguing, oh, no, no, we're only  
7 talking about this and this minor part of this minor - - -  
8 this other contract, I'm saying - - - intertwined in here  
9 are allegations and damages requests that clearly relate to  
10 the contract over the player contract. Send this to the  
11 arbitrator, and I'll stay the rest of it and come back  
12 later. What's wrong with that? Isn't that what you really  
13 are getting because of the way you drafted your complaint?

14 MR. LEVINSTEIN: No, Your Honor, I don't believe  
15 so. I understand the question. But the only reference to  
16 the Jets contract, the SRA, which led to the Jets contract,  
17 is in the context that the only place that the prior  
18 written agreement is acknowledged - - -

19 JUDGE GARCIA: Well, I'm reading cause of action  
20 6 - - -

21 MR. LEVINSTEIN: Yeah.

22 JUDGE GARCIA: - - - page A-35, which says - - -  
23 and it's an unjust enrichment claim that says, after this  
24 healthy beverage agreement, you continue to work on other  
25 endorsements and marketing deals and including negotiating



1 Mr. Revis' March 2015 contract with the New York Jets. So  
2 are you telling us - - - you're telling the court now,  
3 here, you're not asking for any damages related to that  
4 March 2015 contract?

5 MR. LEVINSTEIN: We're asking for unjust  
6 enrichment relief and what the damages might be. We're not  
7 bringing a claim under that agreement.

8 JUDGE GARCIA: So you will not be asking for  
9 return of any monies paid to the defendants under the March  
10 2015 agreement?

11 MR. LEVINSTEIN: No. Not for (inaudible) paid  
12 under that agreement, no.

13 JUDGE GARCIA: No. So all your damages are  
14 solely limited to the other contract?

15 MR. LEVINSTEIN: Correct, although we believe  
16 that once he was fired, his right to continue getting paid  
17 ended as of that date. But we're not - - -

18 JUDGE GARCIA: So any money due under the other  
19 contracts, including the Jet contract, wouldn't be payable  
20 anymore?

21 MR. LEVINSTEIN: Correct. But - - -

22 JUDGE GARCIA: So that's damages, really, that  
23 flow from the Jets contract, I mean, by another name, but  
24 it's clearly money that was paid under that contract. And  
25 it seems a difficult argument to make that this is not



1           arbitrable because you're not seeking any rights under the  
2           contracts, but you're seeking damages, in effect, or return  
3           of money paid under that contract.

4                   MR. LEVINSTEIN: First, there are case law that  
5           says the mere fact that one dispute will have an effect on  
6           the other - - - we're not bringing it on the basis of any  
7           dispute about the contract, its terms, its negotiation, its  
8           so on. What we're saying is unjust enrichment and  
9           equitable remedy.

10                   We can say it isn't fair that having defrauded a  
11           client, this person should be allowed to benefit, that that  
12           - - - his concealment and his fraud was done in order to  
13           continue to get other benefits. And the mere fact that  
14           that might have a damage award here does not affect his  
15           right to get a judgment on the other claim. It simply  
16           means, whether it's in the form of punitive damages or it's  
17           in the form of other equitable relief, this could have  
18           other relief.

19                   And there are a bunch of cases that say the mere  
20           fact that one contract might have consequences for another  
21           does not render the first contract arbitrable. So for  
22           example, if you had a bank that enters into agreement with  
23           a lender and does ten agreements, and there's a dispute  
24           about one of them that does not have an arbitration clause,  
25           but that if the plaintiff is successful, the decision may



1 be leading to something that puts that lender in default on  
2 a different agreement in which there is an arbitration  
3 clause.

4 So the decision in the first contract may clearly  
5 affect the other contract. But as a matter of contract  
6 interpretation, it does not make the first matter a dispute  
7 under the arbitrable contract. And there's no way that you  
8 can look at this healthy beverage agreement and think that  
9 Mr. Revis would have thought that he had agreed to  
10 arbitrate it. There's nothing in writing that says that.  
11 The healthy beverage agreement has no arbitration clause.  
12 And that's where you have to start. And - - -

13 JUDGE GARCIA: So just so - - - so I'm clear, a  
14 hundred percent clear, you are going to make no allegations  
15 or seek to prove no conduct related to the defendant's  
16 performance of the contracts with NFL teams?

17 MR. LEVINSTEIN: Correct. We are not challenging  
18 whatsoever the defendant's negotiation of that contract or  
19 the terms of that contract or anything having to do with  
20 his performance of the SRA or that issue with the Jets, no.

21 JUDGE WILSON: And so in the - - - in the eighth  
22 - - - over here. In the eighth cause of action, what is or  
23 are the contracts you're attempting to set aside as  
24 fraudulently induced?

25 MR. LEVINSTEIN: In the eighth contract, we're



1 saying that if he was supposed to be giving us legal  
2 services - - - again, whether contract 8 makes sense, I  
3 understand, is questionable. But what the defense that  
4 came back to us was, I've never been your lawyer; I've  
5 never intended to be your lawyer.

6 JUDGE WILSON: Yeah. I'm just - - - I'm looking  
7 for a simple answer. What is the con - - - as I read the  
8 eighth count, you're trying, under the doctrine of  
9 fraudulent inducement, to set aside some contract as having  
10 been fraudulently induced. What is that contract?

11 MR. LEVINSTEIN: That contract is the contract  
12 for the healthy beverage agreement, fifty percent - - -

13 JUDGE WILSON: Just that?

14 MR. LEVINSTEIN: - - - and the ten percent fees  
15 that we allege were improperly invoiced. But that's all,  
16 yes.

17 JUDGE WILSON: I'm sorry. The second one is the  
18 oral contract?

19 MR. LEVINSTEIN: The other oral contract that  
20 gave him ten percent fees. We found some invoices that  
21 were submitted for the ten percent fee that were on things  
22 he shouldn't have been paid for.

23 JUDGE WILSON: Right, but are you saying you were  
24 fraudulently induced into that contract, or no?

25 MR. LEVINSTEIN: No.





1 JUDGE WILSON: Okay. So it's - - -

2 MR. LEVINSTEIN: No.

3 JUDGE WILSON: - - - as to - - - as to the eighth  
4 count, it's just the healthy beverage agreement?

5 MR. LEVINSTEIN: Correct.

6 JUDGE WILSON: Okay.

7 CHIEF JUDGE DIFIORE: Thank you, Counsel.

8 Counsel?

9 MR. AIETA: I think we started off with the  
10 correct question. Apologies. Mario Aieta from Duane  
11 Morris for the respondents.

12 We started off with the right question, which is,  
13 what was in the complaint? What did the trial judge see  
14 that resulted in this order? The trial judge was tasked  
15 with looking at the pleadings and deciding if there's a  
16 reasonable relationship between the dispute in the  
17 pleadings and the subject matter of the contract that has  
18 the arbitration clause.

19 CHIEF JUDGE DIFIORE: So the only question before  
20 us, are you suggesting, is who gets to decide whether this  
21 dispute falls within the arbitration clause, the court or  
22 the arbitrator?

23 MR. AIETA: Absolutely, Your Honor. This is a  
24 question where - - - where arbitrability has to be decided  
25 by the arbitrator. That's - - - that's clear. Long line



1 of cases - - - and I don't believe my colleague disputes  
2 them - - - holding that where the AAA arbitration rules are  
3 integrated into the contract included by reference, that  
4 makes the question of arbitrability a question that goes to  
5 the arbitrator. The question - - -

6 JUDGE RIVERA: Yeah, but Counsel, if I can  
7 interrupt you, I'm on the screen.

8 MR. AIETA: Oh, sorry.

9 JUDGE RIVERA: Hello. No, that's all right.  
10 Good afternoon. But those rules, the AAA rules, the NFL  
11 regs, all of that applies to the SRA and what's encompassed  
12 by the SRA. So isn't that really the problem, whether or  
13 not - - - when it says this agreement and separate  
14 agreement, whether or not that, then, means that the SRA  
15 stands on its own, and the - - - this alleged oral  
16 agreement is not encompassed, even though referenced in the  
17 SRA? Isn't that really the only issue that we've got to  
18 figure out here?

19 MR. AIETA: I think that that's probably correct,  
20 Your Honor. That is the issue to grapple with. And - - -  
21 and the terms of the SRA themselves make it clear that it  
22 extends to this dispute. The SRA arbitration - - -

23 JUDGE RIVERA: Well, how is that, when it says  
24 this agreement is what's subject to arbitration, disputes  
25 arising and any questions/concerns arising related to the



1 SRA go to arbitration, and everything else is noted as a  
2 separate agreement? I mean, I think you've got sort of  
3 plain language that undermines your position.

4 MR. AIETA: Two points, Your Honor. First of  
5 all, the plain language of the SRA actually says the  
6 applicability of the SRA - - -

7 JUDGE RIVERA: Yes.

8 MR. AIETA: - - - is one of the issues that - - -  
9 that will be arbitrated. That's in the arbitration clause,  
10 the applicability of the SRA. That clearly puts the  
11 applicability of the SRA, the question we're dealing with,  
12 into the hands of the arbitrator.

13 Secondly, Your Honor, if you look at the  
14 complaint, what the trial court had to look at, there - - -

15 JUDGE RIVERA: But let me ask you this. If there  
16 is no way to read the plain language as encompassing this  
17 oral agreement, then - - - it's a point well taken that  
18 you've made. Doesn't that remove this from the - - - this  
19 particular provision that the applicability of the SRA is -  
20 - -

21 MR. AIETA: I - - - I - - - I think you're under  
22 the structure of the SRA, and the actual facts as alleged  
23 in the complaint make it clear that it's reasonable to  
24 understand the SRA to apply to that agreement as well, and  
25 for a number of reasons, Your Honor.



1           First of all, the only place where the ten  
2           percent provision appears is in the SRA. There is no other  
3           - - - other writing that embodies that ten percent.  
4           Secondly, the line in the SRA that refers to the separate  
5           agreement says, marketing and endorsement. Doesn't say  
6           anything about legal services. Marketing and endorsement,  
7           of course, are the things that football agents, sports  
8           agents do for their clients.

9           The - - - my colleague referred to two  
10          agreements. There are actually three agreements in the  
11          SRA. There's a third agreement which is attached, and that  
12          is a contract - - - it says, contract services. In that  
13          third agreement, my clients agreed to pay for Mr. Revis to  
14          go to a camp, before the big tryouts in February, in  
15          Indianapolis so he could improve his skills.

16          That - - - it's only two paragraphs. My clients  
17          agree to pay; Mr. Revis agrees to go. And if Mr. Revis  
18          switches agents, he'll have to pay my client back for the  
19          cost of that camp. Now, that's another agreement that  
20          clearly relates to the kinds of services a football agent  
21          performs for his clients, not a lawyer. So - - -

22                 JUDGE WILSON: Let me try and ask you this.  
23          Given the provision in the SRA, is there any agreement that  
24          Mr. Revis and Mr. Schwartz could have entered into  
25          thereafter that wouldn't be subject to an arbitrator



1 determining the scope of arbitration, and if so, how would  
2 you do that?

3 MR. AIETA: Sure, Your Honor. And there are, in  
4 fact, some examples of contracts between professional  
5 football players and agents where courts have rejected  
6 those as not being under the SRA. One that I can think of  
7 off the top of my head was an agreement between the agent  
8 and the football player for the football player to fund a  
9 nightclub that the agent was opening in China. That was  
10 not considered to be encompassed within the NFL  
11 regulations. And clearly, if Mr. - - -

12 JUDGE WILSON: And so why would the arbitration  
13 clause not read on that?

14 MR. AIETA: Because that had, on its face,  
15 reasonable interpretation. And if you look to Henry  
16 Schein, I would even say more than wholly and probable  
17 interpretation would tell you that that relationship is not  
18 about the agent-football player relationship.

19 There could be - - - and I believe, Your Honor,  
20 there could be a situation where Mr. Schwartz agreed to ask  
21 - - - to act as Mr. Revis' attorney in a football context.  
22 That too would be subject to either the SRA or the NFLPA  
23 regulations. Attorney-client disputes are arbitrable in  
24 New York. Why not? It's the idea - - -

25 JUDGE RIVERA: Well, why - - - why - - - why



1 doesn't, then - - - why doesn't the SRA, which is a  
2 standard boilerplate form, say these agreements? Why does  
3 it say this agreement?

4 MR. AIETA: Well, it does say - - - it says, at  
5 times, agreement or contract. It does have - - -

6 JUDGE RIVERA: Well, with respect to arbitration,  
7 doesn't that only say this agreement, or did I miss  
8 something?

9 MR. AIETA: Your Honor, it does - - - sorry. Let  
10 me - - -

11 JUDGE CANNATARO: It's paragraph 8.

12 MR. AIETA: Yeah, paragraph 8. It does say in  
13 application or enforcement of this agreement for the  
14 obligations of the party hereunder. The - - - I think you  
15 can reasonably read - - - and that's even a higher standard  
16 than I have to meet, but I believe you can reasonably read  
17 this the way it's structured to suggest that here is the  
18 representation agreement. This is about the representation  
19 relationship between Mr. Schwartz and Mr. Revis.

20 Within that context, within that relationship,  
21 here are services, paragraph 3, contract services. And one  
22 of those contract services is you will negotiate - - - Mr.  
23 Schwartz will negotiate for Mr. Revis his relationship with  
24 an NFL club.

25 JUDGE RIVERA: Um-hum.



1 MR. AIETA: What other services? There's a line  
2 there that says, combine camp. That's what I referred to.  
3 That's the separate agreement that follows at the end. And  
4 there's a line that says, marketing and endorsements. I  
5 think you can reasonably read this, Your Honor, to say that  
6 these are additional services that fall within the overall  
7 scope of the standard representation agreement - - -

8 JUDGE CANNATARO: So Counsel, can I - - -

9 MR. AIETA: - - - or the relationship.

10 JUDGE CANNATARO: - - - ask you if - - - over  
11 here. If there were a marketing and endorsement contract  
12 attached, the one that's referred to in the SRA, actually  
13 attached to it, and that marketing and endorsement, which  
14 agreement didn't apply to negotiation of the player's  
15 contract, which I think is actually the case in this  
16 dispute, would it be your position here - - - and that  
17 contract made no reference whatsoever to arbitration of  
18 disputes. Would it still be your position that any dispute  
19 arising under the marketing and endorsement contract would  
20 still be subject to arbitration under the SRA? I'm sorry.  
21 Yes, arbitration.

22 MR. AIETA: Under the NFLPA regulations, Your  
23 Honor, more broadly. And yes, it would be my position that  
24 it is - - - that disputes arising under the marketing and  
25 entertainment contract attached to the SRA would be



1           arbitrable or at least would have to be sent initially to  
2           the arbitrator to determine whether or not they're  
3           arbitrable.

4                         JUDGE WILSON:   And if Judge Cannataro's  
5           hypothetical written contract depended - - - said, as to  
6           this agreement, the parties do not wish to have arbitrators  
7           determine the scope, would the NFL regulations  
8           incorporating the AAA rules still refer this to the  
9           arbitrator?

10                        MR. AIETA:   I don't think so, Your Honor, because  
11           in that case, you'd have a clear articulation of the  
12           parties' intent, and - - -

13                        JUDGE WILSON:   And who - - -

14                        MR. AIETA:   - - - and that is what my colleague  
15           claims - - -

16                        JUDGE WILSON:   Right.   And where does - - -

17                        MR. AIETA:   - - - he's relying on.

18                        JUDGE WILSON:   And where does the burden lie  
19           there?   That is, who has to prove clear intent or lack of  
20           clear intent?

21                        MR. AIETA:   An interesting question, Your Honor,  
22           and I'm not sure that this court has quite pinned that down  
23           yet.   Under the Federal Arbitration Act, there are plenty  
24           of cases making it clear that the party opposing  
25           arbitration has the burden - - -





1 JUDGE GARCIA: Counsel - - -

2 MR. AIETA: - - - once you identify - - -

3 JUDGE GARCIA: I'm sorry. I know your light is  
4 on, but with the Chief Judge's permission, could you - - -  
5 I think, originally, in your argument you had started to  
6 talk about the complaint.

7 MR. AIETA: Yes, Your Honor.

8 JUDGE GARCIA: Can you finish that thought before  
9 you sit down?

10 MR. AIETA: I can, quickly. There are two things  
11 I would like to point to, Your Honor. In paragraph 78 of  
12 the complaint, which is at page A-32, this is the fourth  
13 cause of action. It alleges that the agreement between  
14 Schwartz and Revis provided for the ten percent contingent  
15 fee and the two percent contingent legal fee on  
16 compensation from employment by NFL teams. One contract  
17 provided for the ten percent and the two percent, not two  
18 contracts, not separate contracts.

19 Also, I would point to paragraph 21, which is on  
20 page A-17 to A-18, where Mr. Revis alleges in his verified  
21 complaint that the document he signed on January 18th,  
22 2007, the SRA we're talking about, provided that Schwartz  
23 would represent Revis as his attorney and contract advisor.

24 JUDGE GARCIA: Thank you.

25 MR. AIETA: Thank you.



1 CHIEF JUDGE DIFIORE: Thank you, Counsel.

2 Counsel, your rebuttal?

3 MR. LEVINSTEIN: Yes. Quickly, the burden of  
4 proof is on the party seeking arbitration: the matter of  
5 American Centennial, Bowmer v. Bowmer, Primavera Labs v.  
6 Avon Products.

7 I'll be quick. The SRA is a very special  
8 document. The NFLPA has no jurisdiction to tell players  
9 what to do. Under the labor laws, only thing they can do  
10 is negotiate a CBA that requires players what to do. The  
11 NFLPA regulations are regulations governing contract  
12 advisors. They are simply rules that Mr. Schwartz has to  
13 comply with if he wants to have the right to serve as a  
14 representative of players in negotiating open provisions in  
15 their CBA.

16 The idea is they could have negotiated all the  
17 provisions of a player's contract. Instead, they create a  
18 UPA and leave a few blanks. And in order to be the guy who  
19 negotiates those, you need to be approved by the NFLPA.  
20 That's their only jurisdiction. They can't require the  
21 player anything about his other contracts. They can only  
22 regulate the contract advisor.

23 JUDGE RIVERA: Oh, so Counsel - - - I'm on the  
24 screen.

25 MR. LEVINSTEIN: Sorry.



1                   JUDGE RIVERA: Sorry. Hello. So can you help me  
2 understand why does the SRA, then, provide for this  
3 reference to other agreements? What's the point of that if  
4 - - - if you're correct and they're completely separate,  
5 they're not covered, certainly, by the arbitration  
6 provision, and they're not part of the SRA - - - the SRA,  
7 the separate agreement? What's the point of actually  
8 referring to them?

9                   MR. LEVINSTEIN: In paragraph - - - on page A-53,  
10 one of the requirements of a contract advisor, one of the  
11 things he has to do or not do, he can't condition the  
12 signing of a standard representation agreement upon the  
13 signing of a contract for other services. The goal is to  
14 make sure that contract advisor didn't violate the  
15 agreement by tying together his endorsement services, his  
16 financial services with the agreement to represent the  
17 player.

18                   And the player certifies as well that, yes, I've  
19 agreed to do these other things with my agent, but it's got  
20 nothing to do with the SRA. They're not conditions. And  
21 in order to make sure the contract advisor's complying with  
22 number 22 on page A-53, they have that certification. And  
23 that's the only reason they're identified. And under their  
24 theory, not only would the arbitration clause, but all the  
25 other provisions of the SRA would have been put into this



1 oral agreement about the two percent. And that can't be  
2 right.

3 As for that one paragraph of the complaint, let  
4 me just say it wasn't well drafted, but it was really  
5 referring to two agreements. One agreement, the SRA, was a  
6 valid contract but separate. And the agreement about the  
7 two percent, that's - - - that's there. It's not the only  
8 place it's evidenced.

9 For seven years, Mr. Schwartz submitted invoices  
10 consistent with the ten percent requirement. For ten years  
11 - - - I mean for seven years, he would say, you just got a  
12 contract from Nike; here was the payment; please send me  
13 ten percent of that. This is the first time that he not  
14 only moved to fifty percent but had the money go directly  
15 to him so Mr. Revis wouldn't know about it.

16 JUDGE WILSON: Chief, I have one quick question,  
17 if I might.

18 CHIEF JUDGE DIFIORE: Yes, please.

19 JUDGE WILSON: So one of the blanks left in the  
20 SRA is for choice of law. And the parties choose - - -  
21 chose Pennsylvania law, if I read that correctly, but this  
22 has all been briefed under New York law. How do we deal  
23 with that?

24 MR. LEVINSTEIN: The SRA is under Pennsylvania  
25 law because Mr. Schwartz was in - - - Mr. Revis was living



1 in Pennsylvania at the time. I don't think it's an  
2 agreement under Pennsylvania law, but it really doesn't  
3 matter. The question is whether - - - which agreement  
4 governs. And since that agreement's irrelevant - - - and I  
5 also think it's important that he didn't get sent to the  
6 AAA rules, commercial rules.

7 It's the labor relations rules that govern  
8 disputes between management and employees, and that's why  
9 we're in the ML - - - LMRA, because everyone understood it  
10 was limited to this labor context, where Mr. Revis had to  
11 sign that contract if he wanted anybody to represent him.  
12 If he wanted to negotiate his own contract, he wouldn't be  
13 bound by any NFLP reg - - - PA regulations, and he could do  
14 it himself. But if he wanted to have anyone represent him,  
15 he had to sign this SRA with the contract advisor.

16 And lastly, the NFLPA regulations do not allow a  
17 company to be a contract advisor. It has to be a person.  
18 So the deal with Schwartz & Feinsod, once again, is an  
19 agreement so far out the realm of what anything involved  
20 here could be.

21 CHIEF JUDGE DIFIORE: Thank you, Counsel.

22 (Court is adjourned)

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C E R T I F I C A T I O N

I, Cheryl Odom, certify that the foregoing transcript of proceedings in the Court of Appeals of Revis v. Schwartz, No. 13 was prepared using the required transcription equipment and is a true and accurate record of the proceedings.



Signature: \_\_\_\_\_

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