



**NFL PLAYER BENEFITS**

# Summary Plan Description

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## **NFL PLAYER SEVERANCE PAY PLAN**

# NFL Player Severance Pay Plan

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Richmond, VA 23225  
800.635.4625

February 2023

## **Dear NFL Player,**

The attached booklet, or Summary Plan Description, summarizes the NFL Player Severance Pay Plan (“Severance Plan”). The Severance Plan provides a benefit to help ease your transition out of football. This Severance Plan was established pursuant to the 1993 Collective Bargaining Agreement between the National Football League Players Association and the National Football League Management Council.

This booklet describes the main features of the Severance Plan in effect as of September 1, 2022, and incorporates the changes made by the Collective Bargaining Agreement entered into on March 15, 2020, and incorporates all amendments since that date. It explains how to qualify for Severance Pay, how much your Severance Pay will be, and when to expect to receive your Severance Pay.

While all Players are participants in the Severance Plan, only Players with 2 or more Credited Seasons under the Bert Bell/Pete Rozelle NFL Player Retirement Plan with at least one occurring in the 1993 Season or later, are entitled to a distribution. Eligibility rules are described in more detail beginning on page 2 of this booklet.

Please read this booklet carefully and show it to your family. It is important that they be aware of the benefits of the Severance Plan. Please keep this booklet in your permanent records.

This booklet summarizes the Severance Plan in everyday language. It is not a substitute for the official Severance Plan document, and in the event of a conflict, the Severance Plan document will be followed. If you would like to review the official Severance Plan document, please visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or call the administrator at **800.635.4625**. The staff there also will be pleased to answer any questions you may have about your eligibility or your benefits.

**Sincerely,**  
**NFL Management Council**

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# Overview of the Plan

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## Introduction

This summary of the NFL Player Severance Pay Plan (the “Plan”) describes the main features of the Plan, including how to qualify for Severance Pay, how much Severance Pay may be paid, and when Severance Pay will be paid.

The Plan was established effective May 6, 1993, pursuant to Article L of the 1993 Collective Bargaining Agreement between the NFL Management Council (“NFLMC”) and the NFL Players Association (“NFLPA”). Subsequent Collective Bargaining Agreements, including the current Collective Bargaining Agreement entered into on March 15, 2020 (the “CBA”), made certain changes to the Plan, which this summary incorporates. The Plan described in this summary governs all benefit payments and administrative matters with respect to any entitlement to Severance Pay arising under these documents.

Please read this summary carefully and show it to your family. It presents the Plan in everyday language and is not a substitute for the official Plan document. In the event of a conflict, the Plan document will be followed. If you would like to review the official Plan document, please visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or contact the administrator at **800.635.4625**.

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### QUESTIONS?

Call the Plan administrator at **800.635.4625**

## What is the purpose of the NFL Player Severance Pay Plan?

The purpose of this Plan is to provide Players who have completed at least 2 Credited Seasons under the Bert Bell/Pete Rozelle NFL Player Retirement Plan Pension Plan (“Pension Plan”), at least one of which was completed in the 1993 or later Season and who are no longer under Contract to play in the NFL (Eligible Players) with Severance Pay upon their Separation from Service (generally 12 months after the expiration of a Player’s last contract) as agreed to under the CBA. This Plan supersedes and replaces any prior severance plan or practice previously applicable to Players, which plans or practices are no longer in effect.

## Who is entitled to Severance Pay from this Plan?

Only an Eligible Player is entitled to receive Severance Pay. A Player who is rehired after receiving Severance Pay will be an Eligible Player only with respect to additional Credited Seasons earned under the Pension Plan after his date of rehire.

## How much is the Severance Pay which is paid under this Plan?

Each Eligible Player is entitled to receive Severance Pay equal to the sum of the applicable amounts for the Seasons for which the Eligible Player has earned Credited Seasons under the Pension Plan as follows:

<b>Credited Seasons</b>	<b>Amount for Each Credited Season</b>
<b>1989 – 1992</b>	<b>\$ 5,000</b>
<b>1993 – 1999</b>	<b>\$10,000</b>
<b>2000 – 2008</b>	<b>\$12,500</b>
<b>2009</b>	<b>\$15,000</b>
<b>2010</b>	<b>\$0</b>
<b>2011</b>	<b>\$15,000</b>
<b>2012-2013</b>	<b>\$17,500</b>
<b>2014-2016</b>	<b>\$20,000</b>
<b>2017-2019</b>	<b>\$22,500</b>
<b>2020-2021</b>	<b>\$0 (Except as stated on page 4)</b>
<b>2022</b>	<b>\$30,000</b>
<b>2023-2025</b>	<b>\$35,000</b>
<b>2026-2028</b>	<b>\$40,000</b>
<b>2029-2030</b>	<b>\$50,000</b>

### QUESTIONS?

Call the Plan administrator at [800.635.4625](tel:800.635.4625)

## What if a Player earned a Credited Season in 2020?

A Player who earned a Credited Season for the 2020 Season, and is otherwise eligible for Severance Pay, but who on or before November 15, 2022 is not eligible to receive his Severance Pay for all Credited Seasons earned before the 2020 Season shall receive \$30,000 for the 2020 Season that he would have earned but for the COVID Amendments, to be payable when all other Severance Pay is payable. A Player who earned a Credited Season for the 2020 Season, but who on or before November 15, 2022 was paid all his Severance Pay owed under the Plan will not receive any payment for the 2020 Credited Season under this Plan. Players should call the administrator at **800.635.4625** with any further questions about the 2020 Credited Season.

## What if a Player is retroactively awarded a Credited Season for 2020?

A Player who is awarded a Credited Season for the 2020 Season after November 15, 2022 is otherwise eligible for Severance Pay, and who at the time he is awarded his 2020 Credited Season has been paid all other Severance Pay owed him under the Plan, shall be paid the \$30,000 for the 2020 Season that he would have earned but for the COVID Amendments. This amount shall be payable to the Player by the last day of the quarter that he is awarded the 2020 Credited Season unless he is awarded such Credited Season within 30 days of the last day of such quarter. In that case, Player shall be paid for the 2020 Credited Season by the last day of the following quarter. A Player who is awarded a Credited Season for the 2020 Season after November 15, 2022, and who at the time of the award is owed Severance Pay for one or more other Credited Seasons, shall be paid \$30,000 for the 2020 Credited Season when he is paid his Severance Pay for other Credited Season(s).

## How does a Player apply for Severance Pay?

A Player does not apply for Severance Pay, it is automatically issued as stated below. However, each Eligible Player is responsible for notifying the administrator of any changes to his current address. An Eligible Player may notify the administrator of such changes by calling **800.635.4625** or by logging into **[www.nflplayerbenefits.com](http://www.nflplayerbenefits.com)** and making these changes directly on the website. Address changes will be processed as soon as administratively practicable.

## How and when is Severance paid?

Severance Pay is paid by the Club for which the Eligible Player earned his last Credited Season under the Pension Plan (Payor Club) in a single lump sum payment, less applicable tax withholdings. Severance Pay is sent automatically to an Eligible Player on or about the last day of the calendar quarter in which his Separation from Service occurs, unless his Separation from Service occurs within 20 days of such date, in which case his Severance Pay will be paid on or about the last day of the next following calendar quarter. The following examples show when payment will be made:

### Example Severance Payout Date for an Eligible Player

<b>Date Last Contract Expires, Terminates or Tolls</b>	<b>Date of Separation from Service</b>	<b>Date Severance is to be Paid (on or about)*</b>
<b>January 3, 2023</b>	<b>January 3, 2024</b>	<b>March 31, 2024</b>
<b>March 11, 2023</b>	<b>March 11, 2024</b>	<b>March 31, 2024</b>
<b>March 12, 2023</b>	<b>March 12, 2024</b>	<b>June 30, 2024</b>
<b>August 28, 2023</b>	<b>August 28, 2024</b>	<b>September 30, 2024</b>
<b>December 1, 2023</b>	<b>December 1, 2024</b>	<b>December 31, 2024</b>
<b>December 27, 2023</b>	<b>December 27, 2024</b>	<b>March 31, 2025</b>

*\*Reflects the projected date of payment based on the Date of Separation from Service.*

#### QUESTIONS?

Call the Plan administrator at **800.635.4625**

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If an Eligible Player dies before receiving his Severance Pay, it will be sent to his surviving spouse (or his estate in the absence of a surviving spouse) on or about the last day of the calendar quarter in which his death occurs unless his death occurs within 20 days of such date, in which case his Severance Pay will be sent on or about the last day of the next following calendar quarter. The surviving spouse or the estate have a responsibility to contact the administrator at **800.635.4625** prior to Severance Pay being sent.

### Example Severance Payout Date if an Eligible Player dies

Date of Death for Eligible Player	Date Severance is to be Paid (on or about)**
February 22, 2023	March 31, 2023
June 19, 2023	September 30, 2023
December 11, 2023	December 31, 2023
December 12, 2023	March 31, 2024

*\*\*Reflects the projected date of payment based on the Date of Death for Eligible Player, yet is subject to change dependent upon Eligible Player's marital status and/or estate documentation that has been submitted to the administrator.*

## How is the Severance Pay taxed to a Player?

For income tax purposes, the Severance Pay is includible in taxable income when it is distributable and is subject to tax withholding requirements.

## May Severance Pay be assigned or transferred by the Eligible Player?

A Payor Club may offset against Severance Pay, at the time of payment, amounts owed to the Payor Club by the Player to the extent permitted by Code section 409A, and the regulations thereunder, or as otherwise required by law. Severance Pay is subject to assignment pursuant to a Qualified Domestic Relations Order (“QDRO”) and to transfer in the event of an Eligible Player’s death. Otherwise, the right to receive Severance Pay is not assignable, transferable, or delegable, whether by pledge, creation of a security interest or otherwise. In the event of any attempted assignment, transfer, or delegation, a Club will have no liability to pay any amount purportedly so assigned, transferred, or delegated.

The Plan’s procedures for determining whether an order meets the requirements of a QDRO are available upon request to the administrator by calling **800.635.4625**. The NFLMC and its delegate have the exclusive authority to make this determination. Payments will be made pursuant to a QDRO at the time benefits are paid to the Player.

## What is the method of funding for the Plan?

The Payor Club distributes Severance Pay from its then current operating funds. No property of any Club, or the National Football League, is or shall be, by reason of this Plan, held in trust. Nor shall any person have an interest in or any lien or claim upon any property of a Club or the National Football League by reason of this Plan or a Club’s obligation to provide Severance Pay. Eligible Players are unsecured creditors of the Clubs.

## What else does a Player need to know about this Plan?

### Administration and Type of Plan

This Plan is administered by the NFLMC and its delegate. Except with respect to the process of reviewing a denied claim, the NFLMC or its delegate has full discretionary authority to interpret the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to determine the rights and status of Eligible Players or beneficiaries and to determine all questions, including questions of fact, with respect to Severance Pay. The NFLMC may designate a Committee that has this authority with respect to any issue involved in reviewing a denied claim for benefits under the Plan. The Plan is a severance plan for Department of Labor purposes. It is not a tax-qualified plan.

The NFLMC has currently contracted with Alight as the delegate to help it administer the Plan. Should you have any questions concerning this Plan you may contact Alight at **800.635.4625** or write them at:

Alight Solutions  
1025 Boulders Parkway, Suite 405  
Richmond, VA 23225

### Plan Amendment or Termination

The NFLMC and the NFLPA, acting jointly, have the absolute right at any time, without prior or other approval of any Player, to change, modify, amend or terminate the Plan. The NFLMC may adopt a Plan amendment that does not affect Eligible Players' rights in a material way.

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**Claims and Appeals Procedures**

The NFLMC and its delegate shall determine the rights of any Player to Severance Pay or benefits hereunder. Any Player who believes that he is entitled to receive Severance Pay under the Plan, including Severance Pay other than that initially determined by the NFLMC or its delegate, may file a claim in writing with the NFLMC. The NFLMC or its delegate shall, no later than 90 days after the receipt of a claim, (plus an additional period of 90 days if required for processing, provided that notice of the extension of time is given to the claimant within the first 90-day period) either allow or deny the claim in writing. If a claimant does not receive written notice of the decision on his claim within the above-mentioned period, the claim shall be deemed to have been denied in full.

A claim denial, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

- (1) the specific reasons for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (4) an explanation of the claims review procedure.

A claimant (or his duly authorized representative) whose claim is denied, may within 60 days after receipt of a notice of denial of his claim (or within 150 days after submitting the claim if no such notice is received) file a written request for a review of his claim. The request must be sent to the Appeals Committee, which will conduct the review. If the claimant does not file a request for review of his claim within such period, the claimant shall be deemed to have acquiesced in the original decision of the NFLMC or its delegate on his claim. If such an appeal is so filed within such period, the Committee shall conduct a full and fair review of such claim. During such review, the claimant shall be given the opportunity to review documents that are pertinent to his claim and to submit issues and comments in writing and, if he requests a hearing, to present his case in person at a hearing scheduled by the Committee.

**QUESTIONS?**

Call the Plan administrator at [800.635.4625](tel:800.635.4625)

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The Committee shall mail or deliver to the claimant a written decision on the matter within 60 days after the receipt of the request for review (unless special circumstances require an extension of up to 60 additional days, in which case written notice of such extension shall be given to the claimant prior to the commencement of such extension). Such decision shall be written in a manner calculated to be understood by the claimant, shall state the specific reasons for the decision and the specific Plan provisions on which the decision was based, and shall, to the extent permitted by law, be final and binding on all interested persons. If the decision on review is not furnished to the claimant within the above-mentioned time period, the Player must contact the administrator at **800.635.4625** for an explanation. A Player also has the right to bring a civil action under ERISA section 502(a).

### **Your ERISA Rights**

A Player is entitled to certain rights and protections under ERISA. ERISA provides that all Players are entitled to:

- (1) Examine, without charge all official Plan documents, including the CBA, and any other documents filed with the U.S. Department of Labor. A Player can obtain copies of these Plan documents by making a written request to Alight Solutions. A reasonable fee for the copies may be charged.
- (2) Obtain by written request a statement of the benefits under the Plan once each year at no cost. A Player must request this statement in writing to Alight Solutions at 1025 Boulders Parkway, Suite 405, Richmond, VA 23225, and it is only required to be provided once per year.
- (3) Obtain by written request a complete list of employers and employee organizations sponsoring the Plan. In addition, a Player may obtain by written request information as to whether a particular employer or employee organization is a Plan sponsor and, if so, the sponsor's address.

In addition to creating rights for participants, ERISA imposes duties upon the people responsible for operating the Plan. The individuals with responsibility for managing or operating the Plan are called "fiduciaries" of the Plan, and have a duty to do their job prudently and in the interest of Plan participants and beneficiaries. A Player may

## NFL PLAYER SEVERANCE PAY PLAN

not be terminated from employment or otherwise discriminated against solely to prevent him from obtaining a benefit or exercising his rights under ERISA. If his claim for a distribution is denied in whole or in part, he must receive a written explanation of the reason for the denial. A Player has the right to have the Committee review and reconsider a claim denied by the NFLMC. Information about the status of your claim must be provided within certain time schedules.

Under ERISA, there are steps a Player can take to enforce the above rights. For instance, if a Player requests materials and does not receive them within 30 days, he may file suit in a federal court. In such a case, the court may require the NFLMC to provide the materials and pay him up to \$110 a day until he receives them, unless the materials were not sent because of reasons beyond the control of the NFLMC.

If a Player has a claim for a distribution that is denied or ignored, in whole or in part, he may file suit in a state or federal court. If it should happen that the Player is discriminated against for asserting his rights, the Player may seek assistance from the U.S. Department of Labor, or he may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If the Player is successful the court may order the person sued to pay these costs and fees. If the Player is unsuccessful, the court may order the Player to pay these costs and fees; for example, if it finds the claim is frivolous.

Any questions about this Plan should be addressed to the NFLMC. Any questions about this statement or about a Player's rights under ERISA may be addressed to the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. A Player may also obtain certain publications about his rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **PBGC Insurance**

The Pension Benefit Guaranty Corporation ("PBGC") does not guarantee the benefits under the Plan because this is not a tax-qualified defined benefit plan.

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#### QUESTIONS?

Call the Plan administrator at [800.635.4625](tel:800.635.4625)

# Other Information

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<b>Plan Administrator</b>	NFL Management Council Attn: Belinda Lerner 345 Park Avenue New York, NY 10154
<b>Representative of Union</b>	NFL Players Association 1133 20th ST NW Washington, DC 20036
<b>Representative of Employers</b>	NFL Management Council 345 Park Avenue New York, NY 10154
<b>Plan Year</b>	February 1 through January 31
<b>Type of Plan</b>	Severance

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# Definitions

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**Committee or Appeal Committee** means the Committee which may be appointed by the NFLMC to review appeals for denied claims. The Committee may be contacted at the NFLMC's address.

**Contract** means a written agreement or series of such agreements executed at or about the same time between a person and a Club pursuant to which such person is employed by such Club as a Player.

**COVID Amendment** shall mean the agreement between the NFL Management Council and the NFL Players Association that temporarily suspended certain benefits negotiated in the 2020 Collective Bargaining Agreement.

**Credited Season** has the same meaning as under the Pension Plan the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the "Pension Plan").

**Eligible Player** means a Player who has completed at least 2 Credited Seasons, at least one of which was completed in the 1993 Season or in a later Season while this Plan is in effect, who has incurred a Separation from Service and who is eligible to receive Severance Pay.

**Payor Club** means the Club obligated to provide Severance Pay to an Eligible Player. The Payor Club for a specific Eligible Player is that Club with which the Player earned his last Credited Season.

**Pension Plan** means the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the "Pension Plan").

**Player** means any person who is or was employed under a contract to play professional football in the National Football League.

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**QDRO** means a court order that the NFLMC determines would satisfy the essential requirements necessary to be a “qualified domestic relations order,” within the meaning of Section 206(d)(3)(B) of ERISA.

**Season** means the 12-month period beginning on the day of the first official regular Season League game leading to that season’s Super Bowl and ending on the day preceding the day of the first game of the next subsequent Season. A Season is identified by the calendar year in which it begins.

**Separation from Service** means the date that is 12 months after the date on which your Contract expires, terminates, or is tolled, or your death, whichever comes first, and during the 12 month period you did not sign another Contract.

**Severance Pay** means the benefits payable to an Eligible Player under the Plan.



