

DECLARATION OF GREGG WILLIAMS

I, GREGG WILLIAMS, declare and state as follows:

1. On March 21, 2012, I was suspended indefinitely by the Commissioner of the National Football League as a result of my participation in what the NFL refers to as the New Orleans Saints' "pay-for-performance/bounty program." Until my suspension, I had been a coach working for various NFL teams since 1990. I am currently unemployed.

2. In 2009, I joined the New Orleans Saints as the team's Defensive Coordinator. Before the start of the 2009 season, I became aware that some of the Saints players had a very informal pool or pools by which a few players pledged amounts to reward players for specific performances/accomplishments during games. I decided to take control of the players' pay-for-performance pool for members of the defensive unit. The 2009 pool, which was also conducted during the 2010 and 2011 seasons, was part of our overall effort to encourage the defensive players to compete to be the best defensive performers on the team, to motivate them, to encourage big plays, and to make the defense more aggressive.

3. As I told NFL investigators earlier this year, I personally designed how the pool would work initially, assigned monetary values to on-field performance criteria, held the funds in a box in my office, and administered the pool by awarding financial payouts and assessing amounts due from players to the pool. Participation in the program was never mandatory; players could choose not to participate. In 2009 I do not recall if the pool was initially just funded by a few players who voluntarily contributed or if all players who participated made a contribution. In 2010 and 2011 it is

my recollection that the pool was funded by those defensive players who elected to participate by making payments to the pool's fund or "kitty" at or before the beginning of the regular season. Additional funds came from amounts players who participated were supposed to pay into the pool because of on-field mistakes – *e.g.*, penalties, a missed opportunity for a big play, not committing sufficient effort on a play, and mental errors. Changes were made in the pool from time to time based on input from players.

4. The kitty for the pool during the 2009 NFL season was initially funded by pledges made by, among others, defensive team captains Jonathan Vilma and Will Smith. Before the 2009 season, I met with Messrs. Vilma and Smith to explain the rules I was proposing for the pool, before explaining the proposed pool to the rest of the defensive team; both Mr. Vilma and Mr. Smith endorsed the proposal and helped fund the kitty.

5. Defensive players could receive payments for, among other plays, sacks, interceptions, causing an interception, causing a fumble, fumble recoveries, a fumble returned for a touchdown, or a "Pick 6"— an interception returned for a touchdown. Payments were also made for "big hits" or "whacks" (which are hits that cause opposing players to leave their feet). At some point during 2009-2011 (and I do not remember when), at the request of one or more players, a category known as "cart-offs/knock-outs" was added. I cannot remember the precise difference between a "cart-off" and a "knockout," but they were together 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. A "cart-off" may have involved a big hit after which a

player left the game for at least one play, while a “knock-out” may have been a big hit after which the opposing player left the game for a period of time longer than a single play, but I do not remember the precise definitions we used.

6. The purpose of the pool as I designed it was to reward plays that helped achieve what the team was trying to achieve – smart, aggressive play by all members of the defense that would lead to victories. Payments were only made for plays that took place during a game the Saints won, so individual accomplishments were not rewarded unless the overall result was a team victory. Therefore, sacks, interceptions, and big hits that occurred in a game the Saints lost, no matter the reasons for the loss, were not eligible for a payment from the pool.

7. In addition, if a penalty was called on a play, no payment would be made for anything that happened on the play. It was a core part of our defensive philosophy that penalties were not acceptable and had to be minimized because their cost in increased likelihood of the opposing team scoring a touchdown or at least a field goal far exceeded any possible value of the conduct that caused the penalty to be called. If the referee called a penalty (for example, on a big hit on the quarterback that was called roughing the passer or one player forcing a fumble but the play was called back for holding), even if the referee’s decision on the play was challenged by the Saints after the game and we were informed by the league office that the league agreed that the referee’s call was in error, the game as called on the field was what counted and any possible pool payment based on that penalized play would not be awarded. Instead, if the player responsible for the penalty was participating in the pool, he would owe money to the pool as a result of the penalty having been called on him. Therefore, it was my view and my

intention that we were only encouraging clean, aggressive hits within the rules of the NFL. If after a clean, aggressive hit an opposing player left the game, a pool payment was earned, but it was the clean, aggressive hit we were rewarding. The consequence to the opposing player was a measurement of how big that hit had been, but we did not intend to incentivize and did not make payments from the pool for illegal hits or on-field misconduct. While I understood that the pool payments were payments prohibited by NFL rules, they were not payments intended to reward on-field misconduct.

8. The amount of the cash payment varied for the different types of defensive performance or accomplishments. Although I do not now recall the specific dollar amounts assigned for each type of performance at any particular time, and the amounts varied over the course of the three years, both during the regular season and then in the play-offs, I do recall that “cart-offs/knockouts” were worth more than big hits, and were the most richly rewarded plays.

9. After each game, game film was reviewed to determine both payments due from players to the pool and cash payments from the pool due to players participating in the pool. As explained above, cash payments were made to players only if the Saints won the game in which the player otherwise earned the reward. After a win, at the team meeting with the defense the night before the following game, I announced the cash awards from the previous win to the defensive players on the team; I gave empty envelopes that indicated amounts that were owed for penalties, mental errors and similar mistakes to the players who in net owed money to the pool (comparing amounts earned with amounts owed for mental errors, penalties committed, etc.), and announced which players were entitled to receive money from the pool. When a player was owed money,

unless the player decided to “give it back” after the amount due to him was announced by me, I physically handed the cash, in an envelope, to that player at the meeting.

10. I was aware that the pay-for-performance pool violated league rules, including rules about gambling, that it was wrong for me to be administering such a pool, that it was not something that we could allow to become public knowledge, that it would hurt the team and the players and the league if it became public, and it was behavior that was bad for the NFL and the game of football.

11. There have been discussions about and positions taken about the term “kill the head,” measurement of “YAC,” the assessment of player production, and quantification of player performance with respect to “killing the head.” These terms, documents, and references had absolutely nothing to do with the pay for performance pool, any bounty payments, injuring opposing players, or payments of any kind, and did not violate any league rule. To the contrary, these terms, documents, and references had to do with basic football techniques, strategies, and practices – turning ball carriers parallel to the field to limit their yardage, limiting “YAC” – which meant yards after contact in some cases and yards after completion in other contexts – the number of yards opposing players gained after making a catch or after initial contact by a Saints defensive player, and measuring the performance of Saints defensive players on a game-by-game and season-to-date basis.

12. The Saints reached the playoffs during the 2009 season and ultimately won the Super Bowl in February 2010. The pay-for-performance pool continued to operate during the 2009 NFL season playoffs. During a team meeting the night before the 2009 NFC Championship Game against the Minnesota Vikings that was

played in January 2010, Mr. Vilma addressed the defensive players and coaches (including me) who were present and pledged \$10,000 to any player who knocked Brett Favre out of the game. I was never given any money by anyone because of a pledge related to the injury of a particular player, because I only administered funds related to the pay for performance pool. Brett Favre was not knocked out of our game against the Vikings, so I assume the money was not paid to anyone.

13. After Vilma spoke, the situation escalated and a number of others present pledged additional amounts (I do not now recall the specific identities or amounts) to the pay-for-performance pool, which, as described above, may have included during the 2009 season and playoffs rewards for plays that included “cart-offs” and “knock-outs.” While I would have been the one to administer such funds for the pay-for-performance pool, those additional pledged amounts were never given to me and were not necessary to fund the pay-for-performance pool, because the initial amounts contributed by players plus additional amounts owed due to penalties, missed opportunities for big plays, mental errors, and similar errors were always more than sufficient to cover the amounts earned by players from the pool, especially when all the payments earned that were “given back” were taken into account and the fact that players often chose to “give back” or not take amounts they were entitled to receive under the rules of the pool.


14. Prior to the Super Bowl game at the end of the 2009 NFL season (which was played on February 7, 2010), Mickey Loomis told me that a Minnesota Vikings player had told the NFL that the Vikings player had heard about a “bounty” that had been placed on Brett Favre by the Saints. I later learned that the NFL was

conducting an investigation. When I was interviewed, I personally misled NFL investigators by denying knowledge that anyone associated with the Saints had made any commitment or pledge that a player who knocked Brett Favre out of the game would have been entitled to a payment. I am aware that a Saints team official told Saints player Anthony Hargrove that he should deny any knowledge of the Saints' pay-for-performance pool or any offer of bounties when he was interviewed by NFL investigators. After Anthony Hargrove was interviewed, I asked him what he had told the investigators. Anthony told me that he had told the NFL investigators that he did not know anything about the allegations of wrongdoing.

15. I now understand that it is possible that rewarding cart-offs and knockouts and announcing that players who knock a particular opposing player out of the game will receive a substantial cash payment could encourage players to injure opposing players. At the time, while I knew that conduct violated league rules, it was never my intent to cause our opponents to be injured, but I now understand that someone could be seriously injured as a result, and therefore, I believe that this should not be part of the game.

16. I have previously provided the information contained in this Declaration as well as other factual details not set forth herein to NFL investigators.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.



Gregg Williams

Executed on September 14, 2012