

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KEVIN HENRY and NAJEH	:	
DAVENPORT, on behalf of	:	
themselves and all others similarly	:	
situated,	:	
Plaintiffs,	:	CIVIL ACTION
	:	No. 20-4165
v.	:	
	:	
NATIONAL FOOTBALL LEAGUE	:	
and NFL PROPERTIES, LLC,	:	
successor-in-interest to NFL	:	
Properties, Inc.,	:	
	:	
Defendants.	:	

**ORDER**

**AND NOW**, on this 8<sup>th</sup> day of March, 2021, it is **ORDERED** that Defendants National Football League and NFL Properties LLC’s (collectively, “NFL”) Motion to Dismiss Plaintiffs’ Complaint (ECF No. 28) is **GRANTED**.<sup>1</sup> It is **FURTHER ORDERED** that Plaintiffs’ Request to Stay (ECF No. 31) and Request for Limited Preliminary Discovery (ECF No. 38) are **DENIED AS MOOT**.

The Court, however, remains concerned about the race-norming issue. As such, it is **FURTHER ORDERED** that the NFL and Class Counsel Seeger Weiss—the original parties that drafted the Settlement Agreement—are referred to Magistrate Judge David Strawbridge to seek to address the concerns relating to the race-norming issue.

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<sup>1</sup> This lawsuit is an improper collateral attack on the Settlement Agreement in the NFL MDL (12-md-2323). See *Fanning v. Acromed Corp. (In re Orthopedic Bone Screw Prods. Liab. Litig.)*, 350 F.3d 360, 365 (3d Cir. 2003) (once “the settlement agreement has been approved in a final, unappealable order,” settlement class members may not “challenge . . . the propriety of the settlement agreement and its terms”).

s/ANITA B. BRODY, J.

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