

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division**

In re:

MICHAEL D. VICK,)	Case No. 08-50775-FJS
)	
Debtor.)	Chapter 11
)	

**MOTION FOR AN ORDER APPROVING AND AUTHORIZING THE DEBTOR TO
ASSUME THE NFLPA STANDARD REPRESENTATION AGREEMENT WITH JOEL
SEGAL AND THE DEBTOR’S NFL COLLECTIVE BARGAINING AGREEMENT**

Michael D. Vick, debtor and debtor in possession (“Debtor”), by his attorneys, files this motion (the “Motion”) for an order pursuant to § 365(a) of the Bankruptcy Code, approving and authorizing the Debtor to assume (a) the NFLPA Standard Representation Agreement with Joel Segal (“Segal”), and (b) the NFL Collective Bargaining Agreement. In support of the Motion, the Debtor respectfully represents as follows:.

JURISDICTION

1. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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2. Venue is proper pursuant to 28 U.S.C. § 1409.
3. The statutory basis for the relief requested herein is § 365 of the Bankruptcy Code.

BACKGROUND

4. The Debtor is a former National Football League (“NFL”) quarterback with the Atlanta Falcons.

5. The Debtor and Segal, his certified agent, are parties to an NFLPA Standard Representation Agreement (the “Segal Contract”), pursuant to which Segal is authorized to represent the Debtor in his dealings with the NFL. A copy of the form Standard Representation Agreement is available at the following link, see Appendix D:

http://www.nflplayers.com/images/pdfs/Agents/NFLPA_Regulations_Contract_Advisors.pdf

6. The Debtor also is a party to the NFL Collective Bargaining Agreement (the “CBA Contract”), to which all present and former NFL players are parties. A copy of the CBA Contract is available at the following link:

<http://www.nflplayers.com/images/fck/NFL%20COLLECTIVE%20BARGAINING%20AGREEMENT%202006%20-%202012.pdf>

7. On July 7, 2008 (the “Petition Date”), the Debtor filed a Chapter 11 Petition with the Bankruptcy Court.

8. On March 4, 2009, the Debtor filed the second amended plan of reorganization (the “Plan”), and on March 19, 2009, the Debtor filed the supplemental amended/modified Chapter 11 plan (the “Plan Supplement”).

ASSUMPTION OF THE CONTRACTS

9. Under § 365(a), the Debtor may assume or reject any executory contract, subject to the Court's approval.

10. As provided in the Plan Supplement, the Debtor wishes to assume the Segal Contract and the CBA Contract.

11. Under the Segal Contract, Segal is only paid when and if the Debtor is paid. There are no amounts due and owing under the Segal Contract. Thus, the cure amount for assumption of the Segal Contract is \$0.00.

12. With respect to the CBA Contract, this agreement is not subject to being assumed or rejected, however, in the interest of disclosure, every current and former NFL player is subject to the agreement. Therefore, it is in the best interest of the Debtor and the estate not to reject the CBA Contract. The cure amount for assumption of the CBA Contract is \$0.00.

NO PREVIOUS RELIEF REQUESTED

13. The Debtor has not previously sought the relief requested herein from this or any other Court.

WAIVER OF MEMORANDUM OF LAW

14. As the issues presented in the Motion are not novel or unique, it is respectfully requested that the requirements set forth under Local Rule 9013-1(H)(2) requiring a memorandum of law be waived and that this Court deem the contents of this Motion to be sufficient for purposes of satisfying the memorandum of law requirement.

WHEREFORE, the Debtor respectfully requests that the Court enter an order (a) approving and authorizing the Debtor to assume the Segal Contract and the CBA Contract, and (b) granting the Debtor such other and further relief as is just and proper.

Date: March 25, 2009

MICHAEL D. VICK

By: /s/ Dennis T. Lewandowski
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CERTIFICATE OF SERVICE

I certify that on this 25th day of March, 2009, a copy of the foregoing Motion for an Order Approving and Authorizing the Debtor to Assume the NFLPA Standard Representation Agreement with Joel Segal and the Debtor's NFL Collective Bargaining Agreement was sent by the Bankruptcy Court's ECF e-mail notification system.

/s/ Dennis T. Lewandowski

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