

JUDGE KICKS BRANION DISPUTE TO NFLPA

Published March 20, 2017, Page 16

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JUDGE KICKS BRANION DISPUTE TO NFLPA: A federal judge has ordered NFL Players Association arbitration to resolve a lawsuit that agent **Joby Branion** brought against his former protégé, **Athletes First** agent **Carmen Wallace**, and against **Roc Nation Sports**.

Judge **Stephen Wilson** granted Wallace's and Roc Nation's requests to compel arbitration of the dispute, which Branion, founder of **Vanguard Sports**, filed last year.

Branion's attorney, **Andrew Kim**, declined to comment. Roc Nation and its attorney did not respond to a request for comment.

Bryan Freedman, attorney for Wallace, said, "Mr. Wallace has always maintained that this dispute, while wholly without merit, belongs before the NFLPA and we look forward to prevailing in the proper forum."



BRANION

Branion, who worked with Wallace from 2001 until 2014 at Athletes First, sued him in November, alleging defamation and interference with prospective economic advantage. He also sued Roc Nation Sports, alleging intentional interference with prospective economic advantage.

The lawsuit alleged that Wallace, with whom Branion co-represents Denver Broncos outside linebacker **Von Miller**, disparaged Branion to the player's father, **Von Miller Sr.**

The lawsuit also alleges that Wallace steered Chargers linebacker **Melvin Ingram** to Roc Nation after Branion reached an agreement to represent Ingram. The lawsuit said that Branion got Ingram to sign a standard representation agreement, but agreed not to send it to the union until the linebacker met with another agency.

Ingram ended up signing with Roc Nation Sports agents **Kim Miale**, **Ari Nissim** and **John Thornton**. Branion alleges that Wallace, who was Ingram's former agent, made a "side deal" that he would receive 0.5 percent of the deal Roc Nation negotiated as his commission.

For the sake of his ruling, Wilson assumed the facts in the complaint that Branion alleged to be true. Wilson noted in his decision, that in order to have a violation of an agent regulation dealing with contacting another agent's client, Branion would have had to have sent the signed SRA to the union.

"Therefore, by the Plaintiff's own allegations, the Defendants did not violate Section 3(B) (21)," Wilson wrote. "The Plaintiff conceded that he did not file the SRA he signed with Ingram with the NFLPA."

Wilson also ruled, however, that other allegations in the lawsuit, if true, could potentially violate NFLPA rules and therefore must be arbitrated.

At the time the lawsuit was filed last fall, Ingram was viewed as one of the top free agents on the market, but the Chargers have placed a nonexclusive franchise tag on the linebacker. Other teams can negotiate with Ingram, but if he signs elsewhere, that club would have to give up two first-round draft picks.

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