



THE OAKLAND

Raiders

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PRIDE AND POISE

January 22, 2009

Dr. John D. Petersen
President
831 Andy Holt Tower
University of Tennessee
Knoxville, TN
37996-0180

Catherine S. Mizell, Esq.
719 Andy Holt Tower
Knoxville, TN
37996-0170

Re: Lane Kiffin

Dear President Petersen and Ms. Mizell:

In January, 2007 the Oakland Raiders had just finished forty-seven years of professional football. The team played in five Super Bowls with four separate coaches and four separate quarterbacks. It is the only team in the history of the National Football League to have played in Super Bowls in four decades. During those illustrious decades, the team had the highest winning percentage in football, had many of the greatest players, many of the greatest coaches, and played in some of the greatest games with some of the greatest plays. In the past several years the team slipped during the leadership of several coaches, including your new head coach, Lane Kiffin, and these coaches were terminated.

During the interview process Mr. Kiffin professed to know about the history and tradition of the Raiders, espoused it and said that he believed in it. He also said he would carry this forward with a high-powered offense, that he had great respect for the defensive coaches and publicly stated that the Raiders had great players.

Yet, Mr. Kiffin's proclamations that he believed these things could not have been further from the truth. Mr. Kiffin was found to be someone who broke NFL rules and made false statements that mislead the media, Raider fans, and the entire team.

Mr. Kiffin's termination followed two written warnings and several verbal admonitions that he was in breach of his contract and must comply with the terms of that agreement and the NFL Constitution and By-Laws. Mr. Kiffin repeatedly failed to do so

during his tenure with the Raiders and was terminated as a result of his multiple violations of his contract and continued insubordination. Unfortunately, the multiple breaches and misdeeds by Mr. Kiffin tarnished an organization that has stood for excellence for nearly fifty years and for most of that period of time had the highest winning percentage in professional sports.

Among a number of examples, at the NFL's Annual League Meeting in March, 2008, the NFL Constitution was amended to require every coach "to communicate openly and candidly with the principal owner and/or his designated representatives; to ensure that club's ownership is informed on a complete and timely basis of all matters affecting the club's operations; to respect the authority and responsibility of ownership to make decisions on behalf of the club; and to avoid actions that undermine or damage the club's reputation or operating success. These obligations shall be fully implied and incorporated into any contract." Mr. Kiffin failed to comply with this portion of the NFL Constitution but rather disregarded it.

Mr. Kiffin's contract required that all of his services relating to coaching were "all subject to the direction and supervision of the General Partner of Club." Mr. Kiffin failed to comply with this express term in his contract.

Mr. Kiffin's contract also required that all of his duties supervising assistant coaches were "all subject to the direction and supervision of the General Partner of Club." Mr. Kiffin failed to comply with this express term in his contract.

As you are undoubtedly aware, Mr. Kiffin is involved in arbitration with the Raiders. Notwithstanding the fact that Mr. Kiffin must have told you about the pendency of this proceeding, we want to put you on notice of it, and the University's involvement in some of the underlying facts.

For example, after the University hired Mr. Kiffin he induced one of the Raider assistance coaches, James Cregg, to breach his contract with the Raiders in order to begin immediate employment at the University. Mr. Cregg simply walked off the job prior to the completion of the Raiders' season, discarding any intention to perform further services under his contract with the Raiders. At no time prior to his abrupt departure did Mr. Cregg seek permission to breach his contract, nor did he give any prior notice of his intent to do so. Mr. Kiffin was equally secretive in this regard and did not seek prior permission from the Raiders to lure Mr. Cregg to the University.

Then, when the Raiders' Head Coach, Tom Cable, expressed his displeasure at this clandestine maneuver, Mr. Kiffin, used his platform as the University's Head Coach, to launch yet another attack on the Raiders, as if there was nothing wrong in inducing an assistant coach to breach his contract during the season. As Mr. Kiffin's employer that would seemingly place the University in the position of ratifying this behavior.

Furthermore, at the press conference that announced the hiring of Mr. Kiffin, Mr. Kiffin and your athletic director went out of their way to laugh at the Raiders, and

referred to the team as “dysfunctional” and as always in a state of crisis. It is our view that any such dysfunction was brought about by Mr. Kiffin during his period of time with the Raiders. His behavior, including violating the NFL Collective Bargaining Agreement, violating the NFL Constitution and team rules, and making intentionally false and misleading statements to the press about the Raiders, all contributed to his termination for cause by the Raiders. Those matters will be included in the arbitration that will involve Mr. Kiffin’s time over the next five months and include the public comments that Mr. Kiffin and others associated with the University have made concerning the Raiders.

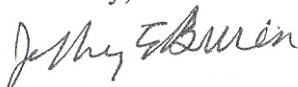
Please also be aware that since your employee filed an arbitration claim in which he is seeking payment pursuant to his contract with the Raiders, the Raiders have made a request for all of his employment agreements with the University, not only his employment contract but any and all collateral agreements. It is highly likely that these various agreements will be the source of deposition and/or arbitration proceeding questioning in this matter. It is also quite possible that during the period of time for which Mr. Kiffin is seeking compensation from the Raiders he was also actively supplying information about the team to its opponents.

Over the past five decades many of the University’s greatest players have played or worked for the Raiders, including Willie Gault, Tee Martin, Mickey Marvin, Terry McDaniel, Reggie McKenzie and Bruce Wilkerson, among others. Mr. Kiffin has already used his position and authority with the University to damage the goodwill and reputation of the Raiders. It would be very unfortunate if the past history and association between the University and the Raiders is further discarded to suit Mr. Kiffin’s personal agenda in his apparently on-going efforts to damage the Raiders. It cannot be in the best interest of the University to continue to serve as his ally in his personal, though misplaced, war to rewrite the past.

Please understand that the Raiders intend to vigorously pursue all of its rights and remedies and we will not stand idly by as your employee continues to go out of his way to damage the Raiders.

Please feel free to contact me should you have any questions in this regard.

Sincerely,



Jeff Birren
Counsel