

APPENDIX
TABLE OF CONTENTS

Appendix A	Summary Order in the United States Court of Appeals for the Second Circuit (February 15, 2018)	App. 1
Appendix B	Order Denying Petition for Panel Rehearing and Rehearing En Banc (April 25, 2018)	App. 6
Appendix C	Transcript of Civil Cause for Status Conference Before the Honorable Frederic Block in the United States District Court Eastern District of New York (September 15, 2016)	App. 8
Appendix D	Declaration of Jerry Horowitz in the United States District Court Eastern District of New York (March 7, 2015)	App. 21
	Exhibit 1: Medical Form	App. 24
Appendix E	Letter to Honorable Viktor V. Pohorelsky from The Law Offices of Stewart Lee Karlin, PC (July 22, 2015)	App. 29
Appendix F	Letter to Honorable Frederic Block from Aura Moody (January 12, 2016)	App. 31

Appendix G Letter to Honorable Frederic Block from Aura Moody (August 15, 2016)	App. 36
Appendix H Letter to Honorable Frederic Block from Aura Moody (September 20, 2016)	App. 46
Exhibit 2: E-mails between Mr. Karlin and Ms. Moody, dated 8/31/16 - 9/16/16	App. 69
Exhibit 3: Letter of Recommendation for Julian Moody from Head Coach Jason Levitt	App. 76
Exhibit 4: Letter To Whom It May Concern from Ms. Moody, dated 8/1/12	App. 78
Exhibit 5: Queens Courier Newspaper article, dated 12/27/12	App. 81
Exhibit 6: E-mails among Ms. Moody and NFL officials, dated 6/26/12 - 7/31/12	App. 84
Exhibit 7: Letters and E-mails, dated 8/30/12 - 6/24/13	App. 145
Exhibit 8: Julian's Interscholastic- Sports Examination forms, dated 7/29/11 and 4/24/12	App. 180
Exhibit 9: E-mails between Ms. Moody and Mr. Karlin, dated 1/2/16 - 8/12/16	App. 194

Exhibit 10: Letters and E-mails,
dated 5/21/13 - 12/18/14 App. 204

Exhibit 11: E-mails between Ms. Moody and Mr. Karlin, dated 10/30/14 - 10/31/14 and E-mails to Ms. Kapitanova from Ms. Moody, dated 6/29/15 - 11/1/15 App. 228

Exhibit 12: Power of Attorney, dated 11/27/15 App. 236

Exhibit 13: E-mails between Ms. Moody and Ms. Kapitanova, dated 7/21/15 - 9/25/15 App. 239

Exhibit 14: E-mail to Ms. Kapitanova and Mr. Karlin from Ms. Moody, dated 7/10/15 and Memorandum to High School Principals from Mr. Goldstein dated 2/5/13; Important Notice to Parents/Guardians on NYSED Regulations for students participating in interscholastic sport activities App. 246

Appendix I Letter to Honorable Frederic Block from Michael L. Smith (January 13, 2017) App. 257

Appendix J Letter to Honorable Frederic Block from Aura Moody (January 19, 2017) App. 261

Appendix K Letter to Honorable Frederic Block from Aura Moody (February 9, 2017) App. 267

APPENDIX A

16-4315
Moody v. Nat'l Football League

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

16-4315

[Filed February 15, 2018]

AURA MOODY, ON BEHALF
OF HER MINOR CHILD, JM,)
)
Plaintiff-Appellant,)
)
JULIAN MOODY,)
)
Plaintiff,)
)
v.)
)
NATIONAL FOOTBALL LEAGUE,)
)
Defendant-Appellee.)
)

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF

App. 2

APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION A "SUMMARY ORDER"). A PARTY CITING TO A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 15th day of February, two thousand eighteen.

PRESENT:

ROBERT D. SACK,
BARRINGTON D. PARKER,
SUSAN L. CARNEY,
Circuit Judges.

FOR PLAINTIFF-APPELLANT:

AURA MOODY, *pro se*, Saint Albans, NY.

FOR DEFENDANT-APPELLEE:

WILLIAM A. BREWER III (Michael L. Smith, *on the brief*), Brewer Attorneys & Counselors, New York, NY.

Appeal from a December 12, 2016 order of the United States District Court for the Eastern District of New York (Block, *J.*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the instant appeal is **DISMISSED** for lack of jurisdiction.

In 2015, Aura Moody, through counsel, brought a discrimination action against the National Football League (“NFL”) on behalf of her minor son, Julian Moody, in the Supreme Court of New York, Queens County. Mrs. Moody alleged that the NFL prohibited Julian from competing with his team at a national tournament because of his diabetes in violation of the Rehabilitation Act, 29 U.S.C. § 794. The NFL subsequently removed the case to the Eastern District of New York. During the proceedings, it came to light that Julian was an adult, and the complaint was amended to substitute Julian as the sole plaintiff. Julian, through counsel, then reached an agreement with the NFL and, on August 12, 2016, voluntarily dismissed the action under Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

During a September 15, 2016 hearing before the District Court, Mrs. Moody argued that Julian had been intimidated into settling. On December 12, 2016, the District Court entered a text order advising that it would take no further action in the case. Mrs. Moody, proceeding *pro se*, now appeals from that order, arguing primarily that, in its treatment of her son, the NFL infringed upon her rights and caused her damages. We assume the parties’ familiarity with the underlying facts, the procedural history of the case, and the issues on appeal, to which we refer only as necessary to explain our decision to dismiss.

It is a “prerequisite” of our appellate jurisdiction that the appellant “ha[ve] standing to pursue the

App. 4

appeal.” *Concerned Citizens of Cohocton Valley, Inc. v. New York State Dep’t of Environ. Conservation*, 127 F.3d 201, 204 (2d Cir. 1997); *Official Comm. of Unsecured Creditors of WorldCom, Inc. v. S.E.C.*, 467 F.3d 73, 77 (2d Cir. 2006) (Sotomayor, J.) (“Standing to appeal is an essential component of our appellate jurisdiction.”). “As a general rule, only a party of record in a lawsuit has standing to appeal from a judgment of the district court.” *Hispanic Soc’y of N.Y.C. Police Dep’t v. N.Y.C. Police Dep’t*, 806 F.2d 1147, 1152 (2d Cir. 1986) (“*Hispanic Society*”). Our case law notes two exceptions to this general rule: “where the non-party is bound by the judgment and where the non-party has an interest plausibly affected by the judgment.” *NML Capital, Ltd. v. Republic of Argentina*, 727 F.3d 230, 239 (2d Cir. 2013). Neither exception applies here.

First, Mrs. Moody is not bound by the District Court’s text order, which pertained only to Julian’s claim—the only matter properly before that court. Second, Mrs. Moody has not identified any legal interest of her own that may plausibly be said to be affected by the text order. The suit was based on allegations that the NFL unlawfully discriminated against Julian, not her. Although she has views about the matter, those are not legally cognizable within a setting where her adult son is a party to the proceedings. In *Hispanic Society*, for example, we held that nominal appellants did not have standing to appeal the district court’s approval of a settlement agreement in a class action employment discrimination suit. 806 F.2d at 1152-53. The appellants did not allege that they had been discriminated against and had not intervened in the underlying case. We concluded that the validity of the settlement agreement did not affect

App. 5

their rights. *Id.* Similarly, Mrs. Moody's legal rights would not have been affected if the District Court had permitted additional activity related to Julian's claims instead of entering its December 12, 2016 text order. Nor were Mrs. Moody's legal rights affected by the stipulation with the NFL to which Julian agreed. *See Cent. States Se. & Sw. Areas Health & Welfare Fund v. Merck-Medco Managed Care, LLC*, 504 F.3d 229, 244 (2d Cir. 2007) (holding that non-party appellant lacked standing because it "would possess the same legal rights . . . whether or not the Settlement Agreement were approved"). Finally, we note that permitting Mrs. Moody's appeal would interfere with the affairs of the parties because, as the District Court confirmed with him and as reflected by his Rule 41 dismissal, Julian wished not to continue the case.

In sum, Mrs. Moody lacks standing to appeal the District Court's December 12, 2016 text order. Accordingly, we dismiss this appeal for want of appellate jurisdiction.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk of Court


Catherine O'Hagan Wolfe

APPENDIX B

**UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT**

Docket No: 16-4315

[Filed April 25, 2018]

Aura Moody, on behalf of her minor child, JM,)
)
)
<i>Plaintiff - Appellant,</i>)
)
Julian Moody,)
)
<i>Plaintiff,</i>)
)
v.)
)
National Football League,)
)
<i>Defendant - Appellee.</i>)
)

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 25th day of April, two thousand eighteen.

App. 7

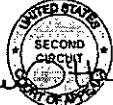
ORDER

Appellant, Aura Moody, filed a petition for panel rehearing, or, in the alternative, for rehearing *en banc*. The panel that determined the appeal has considered the request for panel rehearing, and the active members of the Court have considered the request for rehearing *en banc*.

IT IS HEREBY ORDERED that the petition is denied.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk of Court

APPENDIX C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

15-CV-1072(FB)

[Dated September 15, 2016]

JULIAN MOODY,)
)
Plaintiff,)
)
-against-)
)
NATIONAL FOOTBALL LEAGUE,)
)
Defendant.)
)

United States Courthouse
Brooklyn, New York

Thursday, September 15, 2016
4:30 p.m.

TRANSCRIPT OF CIVIL CAUSE FOR
STATUS CONFERENCE
BEFORE THE HONORABLE FREDERIC BLOCK
SENIOR UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

For the Plaintiff:

STEWART LEE KARLIN LAW GROUP P.C.
Attorneys for the Plaintiff
111 John Street, 22nd floor
New York, New York 10038
BY: STEWART KARLIN, ESQ.

For the Defendant:

Brewer, Attorneys & Counselors
Attorneys for the Defendant
1717 Main Street, #5900
Dallas, TX 75201
BY: MICHAEL SMITH, ESQ.

Court Reporter: Angela Grant, RPR, CRR
Official Court Reporter

Proceedings recorded by computerized stenography.
Transcript produced by Computer-aided Transcription.

[p.2]

PROCEEDINGS

(In open court.)

COURTROOM DEPUTY: Civil cause for a status conference. Moody versus NFL.

I'd ask counsel if you can state your appearances.

MR. KARLIN: Good afternoon, Your Honor.

Stu Karlin for the plaintiff, Julian Moody. And here is Mr. Moody. He's appearing.

THE COURT: All right.

And Mr. Smith you represent the NFL?

MR. SMITH: Yes, Mike Smith, Your Honor.

I also have Ms. Napal here on behalf of the NFL.

MS. NAPAL: I'm an attorney.

THE COURT: What position do you play.

MS. NAPAL: Quarterback.

MR. SMITH: She quarterbacks it all, Your Honor.

THE COURT: And this is Mr. Moody.

MR. MOODY: Yes, sir.

THE COURT: And your mother?

MR. KARLIN: Mother and the father is right behind.

MRS. MOODY: Good evening, Your Honor, and all the athletes.

THE COURT: Look, I invited you all into court today. This is a very unusual situation when we get a letter here by Mrs. Moody on behalf of her son, and I've

[p.3]

never had this in 22 years, but, you know, obviously Mrs. Moody spent a great amount of time and is very upset about the way this matter has unfolded and how it was settled so I thought, Mr. Karlin, you were the attorney.

MR. KARLIN: Yes.

THE COURT: And we ought to flush this thing out.

I didn't have to do this, Mrs. Moody. There's nothing here that requires me to do this. This is a courtesy to you. I thought I'd invite you into court here since you seem to be so distressed, but I'm not so sure I know what it is you're so unhappy about. Why don't we start with ground zero.

Mr. Karlin, you're the attorney. This went to mediation, right?

MR. KARLIN: It went to mediation.

THE COURT: Tell me what happened.

MR. KARLIN: Well, basically, they made an offer. I was neutral as to the offer. It was basically -- I viewed it as a nuisance value, but I didn't make a recommendation one way or the other. I explained the pros and cons. Ms. Moody was dead against --

THE COURT: Who was the mediator?

MR. KARLIN: Mike, do you recall who the mediator was.

[p.4]

MR. SMITH: Yes, I do.

THE COURT: This was a court-appointed mediator?

MR. KARLIN: Yes.

MR. SMITH: It's not court appointed. It was actually selected by the parties from the court-approved list of mediators.

THE COURT: Who was the mediator?

MR. SMITH: It was Michael Stone.

THE COURT: I don't know him, but we have very good mediators. We select them, we screen them, they're trained and we don't just pick these people out of the phone book.

So what was the settlement?

MR. KARLIN: So the settlement was basically they were going to give him a thousand dollars. They were going to give him some sports memorabilia and some football tickets. And that was pretty much it. I'm not going to sugarcoat it. It was basically a nuisance value settlement.

The case itself, I don't know if you want me to go into the --

THE COURT: Well, I don't have to go into any -- I know he has a --

MR. KARLIN: But the bottom line is that there was an strong disagreement between Mrs. Moody who, obviously, loves her son dearly.

[p.5]

THE COURT: Yes.

MR. KARLIN: And --

THE COURT: Mrs. Moody, he's not dead. He's standing here and he looks like a healthy young man that you can be proud of. So try to control your emotionality. We have people coming here who people have died. Your son is here in front of me well dressed

and he looks like he's a nice, bright young man. There's no need for all these tears.

MR. KARLIN: And Julian, who as you correctly assess, should be very proud of. He's in college right now. I think he's a junior or senior.

MR. MOODY: Senior.

MR. KARLIN: He's a senior in college at Oswego?

MR. MOODY: Brockport.

MR. KARLIN: At Brockport. He's doing very well and he basically wanted to put this behind him and so he agreed. He didn't want to be involved in the case anymore. And he's over 18. I'm representing him, you know, and he wanted to resolve the case.

The case was then -- the mediation was concluded. I was -- Mr. Smith forwarded a settlement agreement which memorialized what had taken place at the mediation about I'm going to say approximately three or four weeks later. Maybe a couple of weeks later. I forwarded the email up to

[p.6]

Brockport. It took a few weeks, but he signed the agreement and sent it back to me and that's where we are here.

THE COURT: So, Mrs. Moody, he was capable to understand what was happening and he had the capacity to agree or disagree. I know you're his caring mother, but you were not the party to this litigation and your son wanted to do this. You have to respect his judgment. He's a grown man and, you know, you've got

App. 14

to let go of the apron strings it seems a little bit here. So he entered into this thing knowingly and voluntarily. And you're unhappy with this decision that your son made, but I don't want to cause any family disharmony here, but let me speak to your son.

You're how old now?

MR. MOODY: I'm 20.

THE COURT: You're satisfied with this arrangement and you agreed to it and you agreed to it openly. Nobody put a gun to your head?

MR. MOODY: Yes, sir.

THE COURT: What else do you have to say?

MRS. MOODY: Your Honor, I --

THE COURT: This is what your son wanted.

MRS. MOODY: I state in my letter I begun this process --

THE COURT: I can hardly hear you.

MRS. MOODY: I begun this process.

[p.7]

THE COURT: You what?

MRS. MOODY: I begun this legal action. My name was removed against my will.

THE COURT: What was done against your will?

MR. MOODY SENIOR: Her name was removed against her will.

MRS. MOODY: My name was removed.

THE COURT: Your name was removed from what?

MRS. MOODY: From the lawsuit. I begun the lawsuit.

THE COURT: Look, your son is an adult. Your son made a decision. Why can't you respect that?

MRS. MOODY: Your Honor, I feel that I should have been part because a loss of consortium, I should be part of the case because of loss of consortium. I am the parent. I have raised my child. I saw my child being sad after he was humiliated in front of all his teammates when he was deprived from an opportunity that he had earned by being a member of the winning team.

THE COURT: Mrs. Moody, listen to me. I've given you the courtesy of letting you come to court and talk to the judge. I did not have to do that. But one of the reasons why I did that was to see whether we can, as a practical matter, make peace in your family.

Your son wanted to enter into this agreement.

[p.8]

Your son is a very fine young man. I think you have to respect the fact that this was his decision. He did it voluntarily. Nobody forced him to do it. I understand you're not happy with it, but you have to respect your son.

MRS. MOODY: I respect, Your Honor, but I feel that my son was discouraged. That although he has the age of 18, he had no --

App. 16

THE COURT: Well, that's why I'm asking him now. He's not the age of 18 now. He's, what, 20 years old?

MR. KARLIN: Twenty, yes.

MRS. MOODY: Twenty-year old.

He had no idea of what was the process about. He had never been involved with the legal system before, and I think he was discouraged from pursuing this matter.

THE COURT: I understand your feelings, but I brought you into court to speak to your son.

Young man, come here.

You know, this is a very difficult thing. I feel almost like a family mediator. Your mother loves you a lot. Your father, obviously, respects your mother's love for you as well, but you seem to be doing well.

What are you studying in school now?

MR. MOODY: Healthcare administration.

THE COURT: What kind?

MR. MOODY: Healthcare administration.

[p.9]

THE COURT: Healthcare administration.

What year are you in in school?

MR. MOODY: This is my last year.

THE COURT: And you're planning to work in some sort of a facility? Do you have any plans for the future?

MR. MOODY: Yes, sir.

THE COURT: What is it?

MR. MOODY: Maybe a small clinic if I can't find a hospital.

THE COURT: In a hospital?

MR. MOODY: Yes.

THE COURT: And I know you had a situation and you went to mediation, and Mr. Karlin was your attorney and you discussed all of this with the mediator and the mediator -- was he nasty to you, was he mean to you?

MR. MOODY: No.

THE COURT: And he tried to listen to you carefully?

MR. MOODY: Yes.

THE COURT: Okay. So you don't want me to do anything. You don't want to get a lawyer to open up this whole case against the NFL and to relitigate it and to do all of that. I don't think that's what you're interested in. You let me know.

MR. MOODY: No.

[p.10]

THE COURT: You and your mother are going to be okay here?

MR. MOODY: Yeah, we'll be fine. Thank you.

THE COURT: There's nothing else for me to do, Mrs. Moody. This is your son's desire. He's an adult and this is what he wants.

MRS. MOODY: Your Honor, I even had an email here. Before we got into the confidence, he was promised an internship at the National Football League. I had the email here -- you can forward it to Your Honor.

THE COURT: No. We're not going to go into --

MRS. MOODY: And that was one of the preconditions --

THE COURT: Mrs. Moody, I've gone about as far as I'm going to go. My concern was to welcome you to court and to see whether or not there's a problem here with your son. He seems to be a fine young man. This is what he wants. You have to respect that and I hope that you can do that.

There's nothing that the law can do for you. I just want you to understand that, under the circumstances.

Your son has told me that he was treated fairly and nobody forced him to agree to this. He was represented by counsel. I think you have to respect that. Okay?

MRS. MOODY: Yeah. This is such inequitable --

THE COURT: Thank you for coming to court.

[p.11]

MR. KARLIN: Thank you, Your Honor.

THE COURT: It was awfully nice to meet you. And I'm glad to see you're doing well. My concern is you,

you were the party. And you were treated fairly you tell me and this is what you want.

Take your mother out, sit down with her and try to comfort her as best as you can. Okay?

MR. MOODY: All right. Thank you.

MR. KARLIN: Thank you, Your Honor.

THE COURT: Nice to see you.

MR. SMITH: Your Honor, just briefly if I may. Just two quick things. One, the terms of the settlement actually were agreed to be confidential, and since I think I see we're keeping a record, if we could just designate that portion.

THE COURT: Well, there's no big deal about that.

MR. KARLIN: I have no objection to the application.

THE COURT: Okay. Fine.

What else?

MR. SMITH: And it was just simply also that they were disclosed in the letter which wasn't filed, but I think the Court then filed a letter, if we could just -- I think I understood that there was going to be a request that that be filed under seal if it's going to remain in the court

[p.12]

MR. KARLIN: I have no objection.

THE COURT: All right. We will keep it under seal.

App. 20

So it's a human situation. I'm sorry Mrs. Moody feels the way she does, but I'm satisfied that the law, you know, has tried to be of help here as best as we can. I'm sure the young man is going to talk to his mother and just be in peace. Okay?

MR. KARLIN: Thank you for taking the time, Your Honor, I appreciate it.

MR. SMITH: Thank you, Your Honor.

MRS. MOODY: Thank you, Your Honor, for listening.

THE COURT: Just take your son out and enjoy him and be proud of him.

(Proceedings adjourned at 5:03 p.m.)

ANGELA GRANT, RPR, CRR

*I certify that the foregoing is a correct transcript from
the record of proceedings in the above-entitled matter*

/s/ Angela Grant December 13, 2016