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Woman says players broke deal

SEATTLE (AP) — A woman who says she was gang-raped by Cincinnati Bengals players testified Monday that she considered returning \$30,000 she received from a group of players because "they hadn't kept their part of the agreement."

The woman, identified in U.S. District Court records as Victoria C., said she signed a document Oct. 5, 1991, in which she agreed not to go public about the alleged assault in exchange for ongoing help from the players.

In fact, the document prepared by Cincinnati attorney James Perry released all parties from any liability in the alleged assault at a Seattle-area hotel Oct. 4, 1990.

Victoria C. said she called Perry in January 1992 "because I wasn't hearing from any of the players. They said they'd continue to check on me. That was part of the agreement."

"I said I wanted to send back the money. I felt the players hadn't kept their part of the agreement. They really didn't

care," the plaintiff said tearfully.

Victoria C. conceded, however, that the money had been spent — to buy a car, pay six months rent on a house and to pay back personal loans.

Victoria C. is asking jurors to set aside the "Release of All Claims" she signed a year after the alleged assault, freeing her to proceed with her lawsuit against the team and 19 current and former players.

Defense lawyers contend the release is a binding contract. The plaintiff's lawyers want the agreement thrown out on grounds she did not have legal counsel and signed under duress, and that the document provides inadequate compensation.

Her lawsuit, filed six months after she signed the agreement, is scheduled to go to trial June 7.

Defendants Elbert "Ickey" Woods and Eric Thomas were in court Monday, as they have been for most of the trial.

Cross-examination of Victoria C. was expected to begin Mon-

day afternoon. Defense attorneys have hammered at the plaintiff's credibility since the trial began March 22.

A three-day hiatus is scheduled in the trial after Tuesday morning's session because Judge Walter McGovern has a prior commitment.

Victoria C., who began testifying Friday, said she called the team in late September 1991 in a bid to cope with her feelings about the alleged assault, seeking apologies from the players involved.

After more than three hours of telephone conversations that fall with team members, including one call in which four players offered anonymous apologies, it was clear their primary concern was that she not go public, she said Monday.

The agreement was prepared by Perry and faxed to her after she and some of the players — primarily Woods — discussed their helping with her medical bills.

Woods said \$30,000 "was the best he could do ... at this point," the plaintiff said.

She said she was told by Perry that if she made her allegations public, she would forfeit the money and could be sued by the players. Perry also told her not to get an attorney and noted that hiring a lawyer would cost "a lot of money," Victoria C. said.

"I trusted him. ... thought he was helping both sides," she said.

During her telephone discussions with Woods and other team members, Victoria C. said she called attorney Richard Eymann because she felt "overwhelmed" by the players' calls. She said she did not consult with him about the agreement or agree to his representing her until 1992.

She signed it, had it notarized, and returned it to Perry. The money was subsequently deposited in a bank account she opened for that purpose.

After her January 1992 call to Perry, Victoria C. said Woods telephoned her.

"He had heard I wanted to give the money back ... he was afraid I'd go public," the plaintiff said.

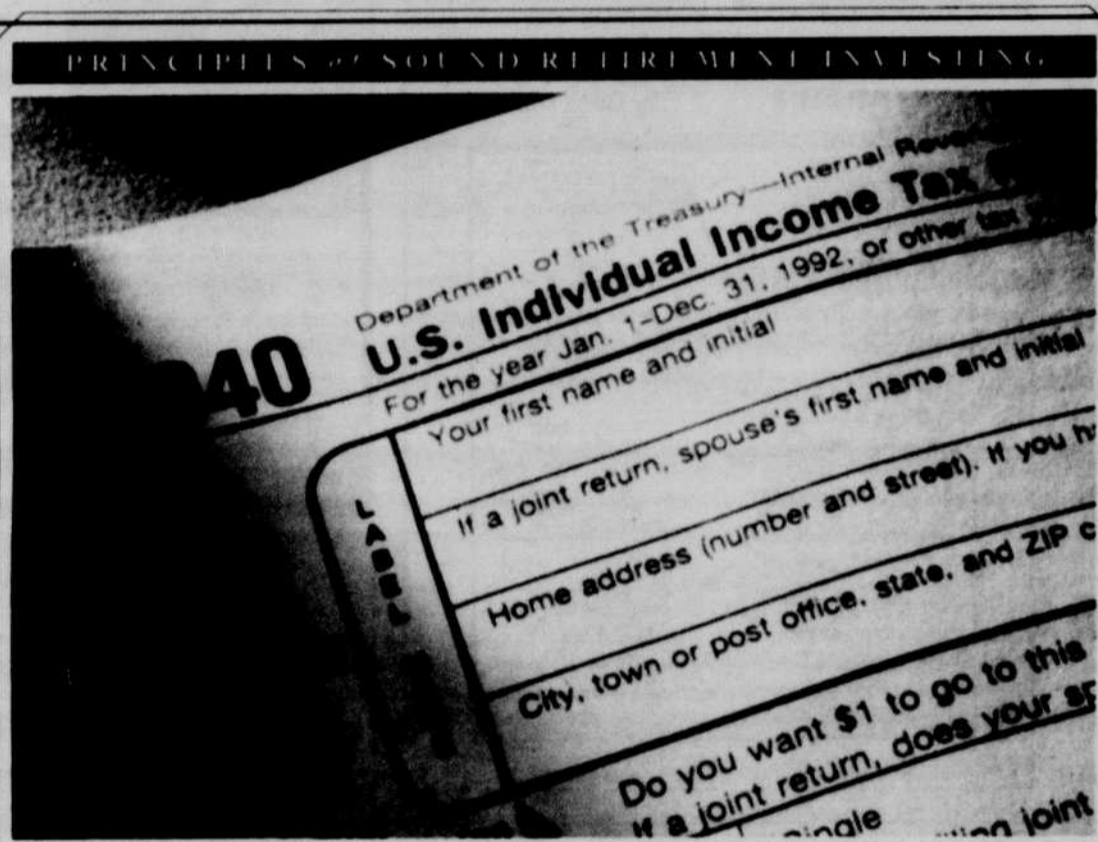
She said she told Woods that she did not believe the players were upholding their end of the bargain and that she felt "people needed to know what had happened to me."

"He said he would sue me," Victoria C. testified.

She said Woods then tried to calm her down and said he would see if the players could come up with more money.

But he also told her the agreement she had signed had said the \$30,000 "was basically all I was getting."

"I said, 'You've got to be kidding,'" she told the court.



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