

EXHIBIT E

to the Declaration of Jill Adler Naylor
in Support of Plaintiffs' Motion for
Class Certification and Brief in Support
Thereof

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September 4, 2007

VIA ELECTRONIC FILING

The Honorable William Alsup
United States District Court, Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

Re: *Parrish, et al. v. National Football League Players Ass'n, et al.*
Case No. 07-0943 WHA

Dear Judge Alsup:

We represent the Defendants in the above-captioned matter and make this submission in response to the Court's August 30, 2007 Order Re: GLA Signed By Adderley And Dues Paid By Plaintiffs. Enclosed is a sworn declaration from Andre Collins, the Director of the NFLPA Retired Players Department.

As set forth in Mr. Collins's Declaration, while Mr. Parrish did not pay any NFLPA Retired Players Association dues during the period 2000 to 2004, in 2005, Mr. Parrish paid \$50 in such dues. I apologize for making an inaccurate statement to the Court on this point. Based on initial investigation, I erroneously had been led to believe that Mr. Parrish had not paid any dues to the NFLPA Retired Players Association during the entire statute of limitations period.

Mr. Collins's Declaration confirms, as discussed at the recent hearing, that Mr. Adderley did pay NFLPA Retired Players Association dues during the statute of limitations period (\$50 payments in 2003, 2004, and 2005), and that Mr. Roberts did not pay any such dues at any time.

We reiterate, however, as stated in our briefs in support of Defendants' motions to dismiss, that Plaintiffs have not alleged a cognizable nexus between the \$50 dues payments of Messrs. Parrish and Adderley and any of their causes of action. Moreover, there is no allegation of California in-state conduct related to these dues payments, and such payments thus cannot possibly give rise to a Section 17200 injury claim with respect to non-California residents Messrs. Parrish and Adderley.

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Finally, to put to rest another question raised at the hearing, I confirm that the documents provided to Plaintiffs establish that during the limitations period, Players Inc and the NFLPA paid to Mr. Adderley all of the monies received from licensees on his behalf, i.e., Players Inc did not deduct any administrative or other fees from such payments. Moreover, no money at all was received by Players Inc and/or the NFLPA on behalf of Mr. Parrish or Mr. Roberts during this period, and their intellectual property rights were never licensed by Players Inc and/or the NFLPA during this period.

Respectfully submitted,

/s/ Jeffrey L. Kessler
Jeffrey L. Kessler
Counsel for Defendants

I attest that concurrence in the filing of this document has been obtained from the signatory, pursuant to United States District Court, Northern District of California General Order 45(X)(B).

/s/ Joseph R. Wetzel
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Enclosures