

# **EXHIBIT 1**

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March 7, 2008

## VIA ELECTRONIC MAIL

Noel S. Cohen, Esq.  
Manatt, Phelps & Phillips LLP  
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Palo Alto, California 94303-1006  
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Re: Parrish, et al. v. National Football League Players  
Association, et al., Case No. C07-0943 WHA

Dear Noel:

I am writing to summarize the discussion yesterday afternoon in our meet and confer call between you and Ryan Hilbert, and David Feher, Roy Taub and me, regarding documents to be produced in this action.

Before the call, you requested that our clients produce certain categories of documents referenced in depositions and recent correspondence from you, and all documents responsive to the Requests for Documents Plaintiffs served on June 15 and July 17, 2007, before the Third Amended Complaint ("TAC") was filed, and to which Defendants previously objected in various respects. As we previously discussed, Defendants' productions to date have been limited to the discrete categories of documents produced after consultation with the Court in connection with the motions to dismiss, and the six categories of documents that were agreed upon in connection with the class certification motion. Because the time before the fact discovery cut-off is relatively short, we met and conferred to try to reach agreement on a set of document requests for a supplemental production that can be done efficiently and without multiple waves.

We believe we reached a tentative agreement on the documents to be produced in this supplemental production, subject to you confirming the requests with your office. Similarly, this agreement is contingent upon reviewing the practicality of producing these categories of documents, which we are currently discussing with our client. Together with the discrete productions made prior to the motion to dismiss, and in response to the six requests made in the run-up to the class certification motion, these requests would constitute the productions made by our clients (replacing the earlier requests made before the TAC was filed), apart from any discrete requests that unexpectedly arise, as may occur in any case. These requests, however, are intended to try to cover the remainder of the field for

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Defendants' production, since multiple production waves are simply not practical given the time we have before the fact discovery cut-off.

For convenience, in addition to discrete categories of documents that Defendants produced prior to the stay of discovery, these are the requests to which Defendants have already produced documents in connection with the class certification motion:

(1) Documents showing all licensing income from those license agreements that contain language referencing retired players as alleged in Paragraphs 25, 26, and 28 of Plaintiffs' Third Amended Complaint. These license agreements include, but are not limited to, license agreements with EA, Topps, Upper Deck, Activa Consumer Promotions Inc., Airplay, Atari, Fanball Interactive, LLC d/b/a Fanball.com, Fathead, Inc., Flipp Sports, Fox Sports Interactive Media, LLC, Gamewear, Inc., Jamdat Mobile Inc., K2 Licensing and Promotions, Little Earth Productions, Inc., MBI, Incorporated, The Merrick Mint, Motion Imaging Inc., MVP Pics USA, LLC, National Direct, and USAOPOLY, Inc.

(2) Documents showing the flow of funds from each licensee identified above to the NFLPA and/or Players Inc and onward (to the extent such flow is shown), including as "gross licensing revenues" (as that term is defined in the agreement between the NFLPA and Players Inc).

(3) Documents sufficient to show the actual calculation, payment or distribution of the equal share royalty referred to in the agreement between the NFLPA and Players Inc.

(4) All documents showing amounts withheld by, paid to, or allocated between the NFLPA and/or Players Inc from active or retired player licensing income and/or "gross licensing revenue" (as that term is defined in the agreement between the NFLPA and Players Inc), but not documents redundant of others containing the same information, with the reservation that Plaintiffs may subsequently seek documents not produced as redundant.

(5) All draft agreements, correspondence and/or communications, including but not limited to e-mails, between the NFLPA, Players Inc and/or the licenses identified above that relate to the negotiation, drafting or execution of the respective licensing agreements.

(6) All quarterly and annual financial statements.

The following requests were discussed yesterday and are intended to constitute the remaining documents to be produced by Defendants, or that have already been produced by Defendants (including as part of the discrete documents produced before the motions to dismiss). For convenience, we have numbered these requests sequentially following the numbering of the class certification-related requests.

(7) All communications to retired players, licensees, or third-parties regarding the terms, scope or purported benefits of Defendants' group licensing programs for retired players (e.g., letters to retired

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players regarding the benefits of joining the Retired Players Group Licensing Program, letters to licensees regarding the terms of retired player licensing).

(8) All documents contained in files or folders designated as complaints by retired players regarding Defendants' group licensing activities.

(9) All Players Inc Monthly Reports, Players Inc Departmental Monthly Reports and Departmental Reports from the Trading Cards and Collectibles, Multimedia and Apparel departments of Players Inc.

(10) Players Inc and NFLPA organizational charts.

(11) Documents that summarize or describe the identities and/or number of retired NFL players with whom Defendants have entered into licensing agreements, and the period that each such retired player had such a licensing agreement.

(12) All licensing agreements with any retired NFL player, including but not limited to Group Licensing Agreements (GLAs).

(13) All documents that refer to or constitute an offer to enter into a licensing agreement or appearance agreement with a retired NFL player, whether by GLA or any other manner.

(14) All license agreements to which Defendants are a party that include any license to use pictures, descriptions, images or likenesses of any retired NFL player ("License Agreements").

(15) Documents sufficient to show (i) proceeds Defendants received from License Agreements or appearances for retired NFL players, and (ii) how the proceeds for such Licensing Agreements and appearances for retired NFL players were distributed.

(16) All documents that summarize or describe all income or license fees received from License Agreements and how such proceeds were distributed.

(17) Documents sufficient to show Defendants' distributions of monies to retired players with respect to the licensing rights of such players.

(18) Documents that constitute an assignment between Defendants of any licensing agreement with a retired NFL player.

(19) Documents that refer to an assignment of logos between Defendants.

(20) All agreements between Defendants, or between Defendants and any third party, regarding the licensing of retired NFL player rights.

(21) All documents that summarize, describe or refer to the drafting or modification of any retired player GLA.

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(22) All versions of GLAs Defendants used with retired NFL players beginning from January 1, 1997.


Please let us know if you have any comments about the Requests Nos. 7-22 described above. We are similarly checking on our end whether our clients or other team members have any comments on these requests.

We advised you of the substantial efforts and expense incurred by Defendants in collecting and producing documents in connection with the first six requests identified above and requested that you inform us of any further requests you intend to propound so that Defendants are not subject to repeated waves of substantial document collection and production efforts. You advised us that you expect to provide us with any such additional document requests by the end of today. You further advised us that these would not be broad document requests, and would seek discrete categories of documents (such as monthly reports). It is our understanding that Plaintiffs will not serve any additional broad document requests on Defendants.

We also agreed to double-check that Defendants have produced all licensing agreements with EA in effect during the limitations period, and to produce them if not already produced.

Finally, you advised us that you spoke with Mr. Adderley at the time the lawsuit was filed and on subsequent occasions about preserving documents. You informed us that Mr. Adderley has not "affirmatively" deleted anything from his e-mail account that he considers relevant to this lawsuit. Mr. Adderley is currently contacting America Online, his e-mail provider, to confirm the type of e-mail account he has, and its deletion rules. You advised us that you do not know whether relevant documents, other than e-mails with Mr. Parrish which have been produced from Mr. Parrish's e-mail, were automatically deleted from Mr. Adderley's e-mail. You agreed that we could depose Mr. Adderley again if necessary on this subject. We await your response on these issues.

Very truly yours,



Jason D. Clark

cc: Ron Katz  
Ryan Hilbert  
David Feher  
David Greenspan