

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1 Jeannine Y. Sano (SBN: 174190)  
DEWEY BALLANTINE LLP  
2 1950 University Avenue, Suite 500  
3 East Palo Alto, California 94303-2225  
4 Telephone: 650 845-7000  
Facsimile: 650 845-7333

5 Jeffrey L. Kessler (pro hac vice)  
6 David G. Feher (pro hac vice)  
7 Eamon O’Kelly (pro hac vice)  
DEWEY BALLANTINE LLP  
8 1301 Avenue of the Americas  
New York, New York 10019-6092  
9 Telephone: 212 259-8000  
Facsimile: 212 259-6333

10 Kenneth L. Steinthal (pro hac vice pending)  
Joseph R. Wetzel (SBN: 238008)  
WEIL, GOTSHAL & MANGES LLP  
11 201 Redwood Shores Parkway  
Redwood Shores, CA 94065  
12 Telephone: (650) 802-3000  
Facsimile: (650) 802-3100

13 Bruce S. Meyer (pro hac vice pending)  
14 WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
15 New York, New York 10153  
16 Telephone: (212) 310 8000  
Facsimile: (212) 310 8007

17 Attorneys for Defendant  
18 NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED  
d/b/a PLAYERS INC, a Virginia corporation.

19 **UNITED STATES DISTRICT COURT**  
20 **NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

21 BERNARD PAUL PARRISH, HERBERT ) Civil Action No. C07 0943 WHA  
22 ANTHONY ADDERLEY, and WALTER )  
23 ROBERTS III on behalf of themselves and all ) Honorable William H. Alsup  
others similarly situated, )

24 Plaintiffs, )

25 v. )

26 NATIONAL FOOTBALL LEAGUE )  
27 PLAYERS INCORPORATED d/b/a PLAYERS )  
INC, a Virginia corporation, )  
28 Defendant. )

**PLAYERS INC’S ANSWER TO  
PLAINTIFFS’ FIRST AMENDED  
COMPLAINT**

ANSWER

1  
2 Defendant National Football League Players Incorporated d/b/a/ Players Inc  
3 (“Players Inc”), by its attorneys, states its answers to the First Amended Complaint (the  
4 “Complaint”) as follows:

5 1. Deny the allegations as set forth in paragraph 1 of the Complaint, except  
6 to admit that the Players Inc press release dated Jan. 16, 2007 and the complete Form 990 filed  
7 by the National Football League Players Association (“NFLPA”) speak for themselves.

8 2. Deny the allegations as set forth in paragraph 2 of the Complaint, except  
9 to admit that the letter from Players Inc attached as Exhibit B to the Complaint speaks for itself.

10 3. In response to paragraph 3 of the Complaint, state that said paragraph  
11 constitutes a conclusory allegation and a legal conclusion to which no responsive pleading is  
12 required. To the extent any response is required, Players Inc denies the allegations set forth in  
13 paragraph 3, except to admit that the un-redacted email communication between Bruce Laird and  
14 Doug Allen and others dated October 2006 speaks for itself.

15 4. In response to paragraph 4 of the Complaint, state that said paragraph  
16 constitutes a conclusory allegation and a legal conclusion to which no responsive pleading is  
17 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
18 paragraph 4 of the Complaint.

19 5. In response to paragraph 5 of the Complaint, state that said paragraph  
20 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
21 response is required, Players Inc denies the allegations as set forth in paragraph 5 of the  
22 Complaint.

23 6. In response to paragraph 6 of the Complaint, state that said paragraph  
24 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
25 response is required, Players Inc denies the allegations as set forth in paragraph 6 of the  
26 Complaint.

27 7. In response to paragraph 7 of the Complaint, state that said paragraph  
28 constitutes a legal conclusion to which no responsive pleading is required. To the extent any

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1 response is required, Players Inc denies the allegations as set forth in paragraph 7 of the  
2 Complaint.

3 8. Deny knowledge or information sufficient to form a belief as to the truth  
4 of the allegations set forth in paragraph 8 of the Complaint, except admit that Bernard Parrish  
5 played in the National Football League (“NFL”) from 1959 through 1966 and is the author of the  
6 book *They Call it a Game*.

7 9. Deny knowledge or information sufficient to form a belief as to the truth  
8 of the allegations set forth in paragraph 9 of the Complaint, except admit that Herbert Adderley  
9 played in the NFL from 1961 through 1972.

10 10. Deny knowledge or information sufficient to form a belief as to the truth  
11 of the allegations set forth in paragraph 10 of the Complaint, except admit that Walter Roberts  
12 played in the NFL from 1964-1970.

13 11. Deny the allegations as set forth in paragraph 11 of the Complaint except  
14 admit that Players Inc is a Virginia Corporation organized in 1994 and that its principal place of  
15 business is 2021 L Street, NW, Washington D.C. 20036. Players Inc further admits that its  
16 activities include marketing, licensing, special events, corporate sponsorship, media and content  
17 development, publishing, website and other promotional programs involving active and retired  
18 NFL players.

19 12. Deny the allegations as set forth in paragraph 12 of the Complaint except  
20 admit that the website [www.nflplayers.com](http://www.nflplayers.com) and the Players Inc press release dated Jan. 16, 2007  
21 speak for themselves.

22 13. Admit the allegations as set forth in the first sentence of paragraph 13 of  
23 the Complaint. Players Inc denies the allegations as set forth in the remainder of paragraph 13  
24 except to state that the letter from the NFLPA attached as Exhibit D to the Complaint speaks for  
25 itself.

26 14. Deny the allegations as set forth in paragraph 14 of the Complaint.

27 15. Deny knowledge or information sufficient to form a belief as to the truth  
28 of the allegations set forth in paragraph 15 of the Complaint, except admit that Mike Webster

1 played in the NFL and that state that the decision of the U.S. Court of Appeals for the Fourth  
2 Circuit in *Sunny Jani, Administrator of the Estate of Michael L. Webster, deceased, v. The Bert*  
3 *Bell/Pete Rozelle NFL Player Retirement Plan and The NFL Supplemental Disability Plan*  
4 speaks for itself.

5 16. Deny knowledge or information sufficient to form a belief as to the truth  
6 of the allegations set forth in paragraph 16 of the Complaint.

7 17. In response to paragraph 17 of the Complaint, state that said paragraph  
8 constitutes conclusory allegations and a legal conclusions to which no responsive pleading is  
9 required. To the extent any response is required, Players Inc denies the allegations set forth in  
10 paragraph 17 of the Complaint.

11 18. Deny the allegations as set forth in paragraph 18 of the Complaint.

12 19. In response to paragraph 19 of the Complaint, state that said paragraph  
13 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
14 response is required, Players Inc denies the allegations as set forth in paragraph 19 of the  
15 Complaint.

16 20. In response to paragraph 20 of the Complaint, state that said paragraph  
17 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
18 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
19 paragraph 20 of the Complaint.

20 21. In response to paragraph 21 of the Complaint, state that said paragraph  
21 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
22 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
23 paragraph 21 of the Complaint.

24 22. In response to paragraph 22 of the Complaint, state that said paragraph  
25 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
26 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
27 paragraph 22 of the Complaint.

28 23. In response to paragraph 23 of the Complaint, state that said paragraph

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
2 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
3 paragraph 23 of the Complaint.

4 24. In response to paragraph 24 of the Complaint, state that said paragraph  
5 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
6 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
7 paragraph 24 of the Complaint.

8 25. In response to paragraph 25 of the Complaint, state that said paragraph  
9 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
10 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
11 paragraph 25 of the Complaint.

12 26. In response to paragraph 26 of the Complaint, state that said paragraph  
13 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
14 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
15 paragraph 26 of the Complaint.

16 27. In response to paragraph 27 of the Complaint, state that said paragraph  
17 constitutes a conclusory allegation and legal conclusion to which no responsive pleading is  
18 required. To the extent any response is required, Players Inc denies the allegations as set forth in  
19 paragraph 27 of the Complaint.

20 28. In response to paragraph 28 of the Complaint, state that said paragraph  
21 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
22 response is required, Players Inc denies the allegations as set forth in paragraph 28 of the  
23 Complaint.

24 29. In response to paragraph 29 of the Complaint, state that said paragraph  
25 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
26 response is required, Players Inc denies the allegations as set forth in paragraph 29 of the  
27 Complaint.

28 30. In response to paragraph 30 of the Complaint, state that said paragraph

1 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
2 response is required, Players Inc denies the allegations as set forth in paragraph 30 of the  
3 Complaint.

4 31. In response to paragraph 31 of the Complaint, Players Inc repeats and  
5 realleges its answers to paragraphs 1 through 30 of the Complaint as if fully set forth herein.

6 32. In response to paragraph 32 of the Complaint, state that said paragraph  
7 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
8 response is required, Players Inc denies the allegations as set forth in paragraph 32 of the  
9 Complaint.

10 33. In response to paragraph 33 of the Complaint, state that said paragraph  
11 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
12 response is required, Players Inc denies the allegations as set forth in paragraph 33 of the  
13 Complaint.

14 34. In response to paragraph 34 of the Complaint, state that said paragraph  
15 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
16 response is required, Players Inc denies the allegations as set forth in paragraph 34 of the  
17 Complaint.

18 35. In response to paragraph 35 of the Complaint, state that said paragraph  
19 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
20 response is required, Players Inc denies the allegations as set forth in paragraph 35 of the  
21 Complaint.

22 36. In response to paragraph 36 of the Complaint, Players Inc repeats and  
23 realleges its answers to paragraphs 1 through 35 of the Complaint as if fully set forth herein.

24 37. In response to paragraph 37 of the Complaint, state that said paragraph  
25 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
26 response is required, Players Inc denies the allegations as set forth in paragraph 37 of the  
27 Complaint.

28 38. In response to paragraph 38 of the Complaint, state that said paragraph

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
2 response is required, Players Inc denies the allegations as set forth in paragraph 38 of the  
3 Complaint.

4 39. In response to paragraph 39 of the Complaint, state that said paragraph  
5 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
6 response is required, Players Inc denies the allegations as set forth in paragraph 39 of the  
7 Complaint.

8 40. In response to paragraph 40 of the Complaint, Players Inc repeats and  
9 realleges its answers to paragraphs 1 through 39 of the Complaint as if fully set forth herein.

10 41. In response to paragraph 41 of the Complaint, state that said paragraph  
11 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
12 response is required, Players Inc denies the allegations as set forth in paragraph 41 of the  
13 Complaint.

14 42. In response to paragraph 42 of the Complaint, state that said paragraph  
15 constitutes a legal conclusion to which no responsive pleading is required. To the extent any  
16 response is required, Players Inc denies the allegations as set forth in paragraph 42 of the  
17 Complaint.

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of equitable estoppel.

THIRD DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of laches.

FOURTH DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of release.

FIFTH DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of the statute of limitations.

SIXTH DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of the statute of frauds.

SEVENTH DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of assumption of the risk.

EIGHTH DEFENSE

Plaintiffs' claims are barred in whole or in part by reason of Plaintiffs' failure to mitigate or avoid harm or damages Plaintiffs may have suffered.

NINTH DEFENSE

Any injuries or damages sustained by Plaintiffs were caused by the acts, omissions, or negligence of the Plaintiffs

TENTH DEFENSE

Any injuries or damages sustained by Plaintiffs were caused by parties other than Players Inc over whom Players Inc had no control and/or for whom Players Inc is not responsible.

ELEVENTH DEFENSE

Any injuries or damages sustained by Plaintiffs were not caused and/ or



1 proximately caused by any action of Players Inc, its agents, servants, or employees.

2 TWELFTH DEFENSE

3 Plaintiffs' claims are barred in whole or in part by reason of the economic loss  
4 rule.

5 THIRTEENTH DEFENSE

6 Any liability of Players Inc must be reduced by the fault of Plaintiffs or other non-  
7 parties, presently unknown to Players Inc, and Players Inc reserves the right to amend this  
8 answer to specify those non-parties whose fault contributed to Plaintiffs' alleged damages.

9 FOURTEENTH DEFENSE

10 Plaintiffs' claims are barred in whole or in part and any recovery must be reduced  
11 or set off by any amounts received by Plaintiffs that compensated them for any alleged loss.

12 FIFTEENTH DEFENSE

13 Plaintiffs' claims are barred in whole or in part by the doctrines of waiver,  
14 estoppel, unclean hands, and *in pari delicto*.

15 SIXTEENTH DEFENSE

16 Plaintiffs' claims are barred in whole or in part because the Court lacks personal  
17 jurisdiction over Players Inc.

18 Players Inc reserves the right to assert additional affirmative defenses as they  
19 become known during discovery.

20  
21 **CERTIFICATE OF INTERESTED ENTITIES OR PERSONS**

22 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed  
23 persons, associations of persons, firms, partnerships, corporations (including parent corporations)  
24 or other entities (i) have a financial interest in the subject matter in controversy or in a party to  
25 the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could  
26 be substantially affected by the outcome of this proceeding:

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

National Football League Players Association – 100% owner of Class A shares and 79% owner of Class B shares of National Football League Players Incorporated d/b/a Players Inc

Professional Athletes Foundation – 21% owner of Class B shares of National Football League Players Incorporated d/b/a Players Inc

Date: April 2, 2007

DEWEY BALLANTINE LLP

BY:           /s/ JEFFREY L. KESSLER          

Jeffrey L.Kessler  
Attorneys for Defendant Players Inc

DEWEY BALLANTINE LLP  
1950 University Avenue, Suite 500  
East Palo Alto, California 94303-2225