Exhibit A

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Client-Matter: 29749-060

VIA E-MAIL

David Greenspan, Esq.
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1301 Avenue of the Americas
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Re: Bernard Paul Parrish, et al. v. National Football League Players Association and Players Inc, Case No. C07-0943 WHA

Dear Dave:

I am writing to meet and confer about Defendants' May 23, 2008 Responses and Objections to Plaintiffs' Third Set of Requests for Production to Players Inc and Fourth Set of Requests for Production to the NFLPA.

Document Request No. 46 to Players Inc and Document Request No. 48 to the NFLPA each call for "[a]ll employment contracts of Gene Upshaw." Similarly, Document Request No. 47 to Players Inc and Document Request No. 49 to the NFLPA each call for "[d]ocuments sufficient to show all monies received by Gene Upshaw in connection with his employment by Defendants."

Defendants have refused to produce any documents responsive to these requests on the ground that Plaintiffs are allegedly motivated by a political agenda. Tellingly, Defendants offer no explanation about this alleged agenda much less any facts to support their baseless allegation. Indeed, we take offense at Defendants' attempt to cast aspersions at Plaintiffs' counsel.

We also note that under the terms of the parties' protective order in this case, Defendants have the right (which they have exercised on countless occasions already) to designate any documents produced in discovery "Highly Confidential – Attorneys' Eyes Only." To suggest that we would somehow use highly sensitive, confidential documents produced by Defendants for reasons other than the prosecution of this case is to suggest that we intend to expressly violate the terms of the parties' protective order. There is absolutely no basis for your wrongful accusation.

Defendants also have refused to produce any documents responsive to these requests on the ground that such documents are irrelevant. This argument is baseless. (Incidentally, we note

that Defendants have not raised a burdensome objection to these responses, nor could they considering the extremely small amount of responsive documents called for.)

As you know, the standard for determining relevancy is quite broad. When determining whether certain information sought by a party falls under the scope of Rule 26(b), courts are instructed to interpret Rule 26(b) liberally and to permit wide-ranging discovery that is reasonably calculated to lead to the discovery of admissible evidence. *See, e.g., Oakes v. Halvorsen Marine Ltd.*, 179 F.R.D. 281, 283 (C.D. Cal. 1998) (finding that defendant's requests for production of documents and interrogatories sought relevant material).

As to whether the information a party seeks is "relevant", the question is whether "there is *any possibility* that the information sought may be relevant to the subject matter of [the] action." *Jones v. Commander, Kansas Army Ammunitions Plant*, 147 F.R.D. 248, 250 (D. Kan. 1993) (emphasis added). "Discovery should ordinarily be allowed under the concept of relevancy unless it is clear that the information sought can have *no possible bearing* upon the subject matter of [the] action." *Id.* (emphasis added).

Documents concerning Mr. Upshaw's employment with both Defendants, and his compensation in connection with such employment, are relevant to this dispute. Plaintiffs have expressly alleged that, "instead of complying with the express terms of the GLAs signed by Adderley and other retired members of the NFLPA, PLAYERS INC has . . . with the concurrence of or at the direction of the NFLPA, diverted millions of dollars from the licensing revenue depository account to PLAYERS INC and the NFLPA." Third Amended Complaint ¶ 39. Plaintiffs have further alleged that "this money was used to support the overhead, substantial salaries and perquisites of those entities," including the salary of Gene Upshaw. *Id.* Plaintiffs are clearly entitled to conduct discovery into these allegations, which we imagine Defendants will dispute, and to determine, for example, whether and what percentage of Mr. Upshaw's compensation is dependent on or tied to revenues derived from player licensing.

Mr. Upshaw's employment contracts, and his compensation in connection with such employment, also is relevant to claims made by Plaintiffs' sports economics expert, Daniel A. Rascher, Ph.D. As you know, Dr. Rascher recently determined that, over the period 2003-2007, Mr. Upshaw received 1.8 to 3.5 times more than his counterparts at the National Basketball Players Association ("NBPA") and at the Major League Baseball Players Association ("MLBPA"). Moreover, in 2007 alone, Mr. Upshaw's compensation was between 2.9 and 6.7 times larger than what Mr. Hunter (NBPA) and Mr. Fehr (MLBPA) received, respectively. Mr. Rascher stated that in his professional opinion, he knew of "no reason why Mr. Upshaw's total compensation should be so far in excess of that of the other unions' executive directors." Mr. Upshaw's employment contracts and his compensation are directly relevant to Mr. Rascher's findings, which, again, we imagine Defendants will dispute. In addition, provided Plaintiffs can show that Mr. Upshaw's relatively

excessive compensation is not legitimate, they intend to show that a percentage of Mr. Upshaw's salary should be re-allocated to the players, including to those retired players whose rights were or should have been licensed to third parties.

Please confirm by no later than close of business Monday, June 2 that Defendants will withdraw their objections and produce documents responsive to Document Request Nos. 46 and 47 to Players Inc and Document Request Nos. 48 and 49 to the NFLPA, or we will have no choice but to take this matter up with the Court.

Very truly yours,

Ryan S. Hilbert

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cc: Ronald S. Katz, Esq.
David G. Feher, Esq.

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