

Exhibit OOO

**to the Declaration of Ryan Hilbert in Support of
Plaintiffs' Opposition to Defendants Motion for
Summary Judgment**

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Attorneys for Defendant National Football League Players
Incorporated d/b/a Players Inc,

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

20 BERNARD PAUL PARRISH, HERBERT
21 ANTHONY ADDERLEY, WALTER
22 ROBERTS III,

Plaintiffs,

v.

24 NATIONAL FOOTBALL LEAGUE
25 PLAYERS ASSOCIATION and NATIONAL
26 FOOTBALL LEAGUE PLAYERS
27 INCORPORATED d/b/a/ PLAYERS INC,

Defendants.

Case No. C 07 0943 WHA

**PLAYERS INC'S RESPONSES AND
OBJECTIONS TO PLAINTIFFS'
SECOND REQUEST FOR
PRODUCTION OF DOCUMENTS**

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant
2 National Football League Players Inc d/b/a Player Inc ("Players Inc") hereby responds and
3 objects to Plaintiffs' Second Request for Production of Documents to Defendant Players Inc
4 (collectively, the "Requests," and individually, a "Request"), dated March 14, 2008.

5 **PRELIMINARY STATEMENT**

6 The following responses and objections are based upon the information and
7 documents currently known and available to Players Inc, including information and documents
8 ascertained pursuant to Players Inc's reasonable inquiry in response to each Request. Discovery
9 and investigation may disclose the existence of additional responsive documents and/or
10 information. Players Inc reserves the right to amend or supplement these responses and
11 objections as additional documents and/or information are discovered, revealed, recalled or
12 otherwise ascertained. Players Inc specifically reserves the right to utilize subsequently
13 discovered documents or evidence at trial.

14 Players Inc's agreement to produce documents in response to any Request does
15 not constitute an admission that Players Inc has in its possession, custody or control documents
16 responsive to each and every individual request herein. Furthermore, Players Inc's responses
17 and objections to any Request shall not waive any objections by Players Inc, in this or in any
18 subsequent proceeding, on any grounds, including objections as to the competency, relevancy,
19 materiality, privilege or admissibility of the responses, or the subject matter thereof.

20 **GENERAL OBJECTIONS**

21 Players Inc asserts the following general objections with respect to each of the
22 Requests:

23 1. Players Inc objects to the Requests, including the General Instructions, to
24 the extent that they purport to impose obligations beyond those imposed by the Federal Rules of
25 Civil Procedure, the Local Rules of the Northern District of California, an applicable Order of
26 this Court, or any other applicable rules or statutes.

27 2. Players Inc objects to the Requests to the extent that they seek documents
28 subject to the attorney-client privilege, the work-product doctrine, or any other applicable

1 evidentiary or other privilege, immunity or restriction. The production of any document is
2 without waiver of any privilege, claim of confidentiality, or other objection. In the event that
3 Players Inc produces any document that is the subject of any privilege, claim of confidentiality,
4 or other objection, such production is inadvertent and shall not constitute a waiver of any
5 privilege, claim of confidentiality or other objection. Insofar as the production of any document
6 by Players Inc in response to the Requests may be deemed to be a waiver of any privilege or
7 right, such waiver shall be deemed to be a limited waiver with respect to that particular
8 document only.

9 3. Players Inc objects to the Requests to the extent that they seek documents
10 constituting or containing trade secrets, competitively sensitive information or other non-public
11 confidential or proprietary information. Players Inc will agree to disclose such documents only
12 pursuant to the terms of the protective order that has been so-ordered by the Court in this action.

13 4. Players Inc objects to the Requests to the extent that they seek documents
14 that are not relevant to this subject matter of this action and not reasonably calculated to lead to
15 the discovery of admissible evidence. As set forth in the next paragraph, this objection includes,
16 but is not limited to, Requests calling for such documents outside the applicable statutes of
17 limitations.

18 5. Players Inc objects to the Requests to the extent that they call for
19 documents relating to any asserted conduct by Players Inc prior to February 14, 2003, the
20 commencement of the earliest applicable statutes of limitations for any claim asserted in the
21 Third Amended Complaint ("TAC").

22 6. Players Inc objects to the Requests to the extent that they are vague,
23 ambiguous, overly broad in scope, confusing or unduly burdensome.

24 7. Players Inc objects to the Requests to the extent that they seek the
25 production of documents not in Players Inc's possession, custody or control. Players Inc objects
26 to the Requests to the extent that they purport to require the production of documents in the
27 possession, custody or control of its outside attorneys on the ground that such documents are not
28 in its possession, custody or control, and to the extent that the information in such documents is

1 protected by the attorney-client privilege, work product doctrine or any other applicable
2 privileges or protections from discovery. Players Inc construes each Request as requiring it to
3 engage in a reasonable search for responsive documents within its possession, custody or control.

4 8. Players Inc objects to the Requests to the extent that they are drafted in
5 terms of legal conclusions.

6 9. Players Inc reserves all objections or other positions it may have as to the
7 competency, relevance, materiality, privilege, or admissibility of any documents produced in
8 response to the Requests for any purpose whatsoever.

9 10. To the extent that any identical responsive documents have previously
10 been, or will be, produced by Defendant National Football League Players Association, Players
11 Inc will not also produce such documents.

12 RESPONSES AND SPECIFIC OBJECTIONS

13 Players Inc expressly incorporates each of the above general objections in its
14 response to each specific Request as if fully set forth therein. Players Inc's agreement to produce
15 documents in response to a Request is also limited to the production of responsive, non-
16 privileged documents that can be located through a reasonable and diligent search. Players Inc's
17 agreement to produce such documents in response to a Request does not necessarily mean that
18 such documents exist.

19 DOCUMENT REQUEST NO. 23

20 All newsletters provided or sent by you to retired NFL players from February 14,
21 2003 to the present, including but not limited to all copies of the Touchback newsletter.

22 RESPONSE TO DOCUMENT REQUEST NO. 23

23 Subject to and without waiver of the foregoing objections, Players Inc will
24 produce all documents responsive to Request No. 23 for the period from February 14, 2003 to
25 the present.

26 DOCUMENT REQUEST NO. 24

27 All PLAYERS INC Monthly Reports.
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1 **RESPONSE TO DOCUMENT REQUEST NO. 24**

2 Subject to and without waiver of the foregoing objections, Players Inc will
3 produce all documents responsive to Request No. 24 for the period from February 14, 2003 to
4 the present.

5 **DOCUMENT REQUEST NO. 25**

6 All PLAYERS INC Departmental Monthly Reports.

7 **RESPONSE TO DOCUMENT REQUEST NO. 25**

8 Subject to and without waiver of the foregoing objections, Players Inc will
9 produce all documents responsive to Request No. 25 for the period from February 14, 2003 to
10 the present.

11 **DOCUMENT REQUEST NO. 26**

12 Organizational charts for each of the Defendants from February 14, 2003 to the
13 present.

14 **RESPONSE TO DOCUMENT REQUEST NO. 26**

15 Subject to and without waiver of the foregoing objections, Players Inc will
16 produce all documents responsive to Request No. 26 for the period from February 14, 2003 to
17 the present.

18 **DOCUMENT REQUEST NO. 27**

19 All documents and/or communications that summarize, describe or refer to the
20 organization, purpose or policies of the Retired Player Department in connection with retired
21 player licensing.

22 **RESPONSE TO DOCUMENT REQUEST NO. 27**

23 Players Inc objects to Request No. 27 on the grounds that it is vague, ambiguous,
24 overly broad and unduly burdensome as to the use of the terms "organization" and "purpose" in
25 reference to "in connection with retired player licensing" in this context. Subject to and without
26 waiver of the foregoing objections, Players Inc will produce (a) documents for the period from
27 February 14, 2003 to the present sufficient to describe the organization of the Retired Player
28 Department, and (b) any documents for the period from February 14, 2003 to the present that

1 summarize, describe or refer to any policies of the Retired Player Department in connection with
2 retired player licensing.

3 **DOCUMENT REQUEST NO. 28**

4 All documents and/or communications that summarize, describe or refer to the
5 "retired player database" to which Howard Skall referred at pages 101-103 of his February 14,
6 2008 deposition, including but not limited to all documents and/or communications that
7 summarize, describe or refer to any criteria for inclusion of any retired player in the database and
8 a list of all retired players who have appeared in the database for each year from 2003 to the
9 present.

10 **RESPONSE TO DOCUMENT REQUEST NO. 28**

11 Players Inc objects to Request No. 28 on the ground that it is vague and
12 ambiguous as to its use of the term "retired player database." In particular, Mr. Skall did not
13 testify that a "retired player database" exists. To the extent that this request was intended to refer
14 to the database apparently referred to by Mr. Skall that includes data far beyond any data relating
15 to retired player licensing, Players Inc objects to Request No. 28 on the ground that it is overly
16 broad and unduly burdensome. Players Inc will produce documents showing the type of data
17 regarding retired players that is available in the database. Players Inc will discuss and respond to
18 specific requests for data from the database.

19 **DOCUMENT REQUEST NO. 29**

20 All retired player membership directories in effect from 2003 to the present.

21 **RESPONSE TO DOCUMENT REQUEST NO. 29**

22 Subject to and without waiver of the foregoing objections, Players Inc will
23 produce all documents responsive to Request No. 29 for the period from February 14, 2003 to
24 the present.

25 **DOCUMENT REQUEST NO. 30**

26 All bylaws of the NFLPA and/or PLAYERS INC.
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1 **RESPONSE TO DOCUMENT REQUEST NO. 30**

2 Subject to and without waiver of the foregoing objections, Players Inc will
3 produce any bylaws of the NFLPA or PLAYERS INC that were in effect in the period from
4 February 14, 2003 to the present.

5 **DOCUMENT REQUEST NO. 31**

6 All draft agreements, correspondence and/or communications between the
7 NFLPA, the NFL and/or PLAYERS INC that relate to the negotiation, drafting or execution of
8 the NFL Sponsorship and Internet Agreement.

9 **RESPONSE TO DOCUMENT REQUEST NO. 31**

10 Players Inc objects to Request No. 31 on the grounds that it is overly broad,
11 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
12 the discovery of admissible evidence. The referenced agreements do not involve the licensing
13 of retired player group licensing rights, and the only connection between these agreements and
14 retired players is that NFL Properties and Players Inc subsequently adopted a practice that certain
15 monies paid to retired players by Players Inc under other agreements could be applied against the
16 accounting "Active Usage Credit" referenced in Paragraph 14 of the NFL Sponsorship
17 Agreement. Subject to and without waiver of the foregoing objections, Players Inc will produce
18 any documents evidencing the adoption of that practice.

19 **DOCUMENT REQUEST NO. 32**

20 All draft agreements, correspondence and/or communications between the
21 NFLPA and/or PLAYERS INC, or between either of them and any third party, that relate to the
22 negotiations, drafting or execution of the March 1, 2000 agreement between the NFLPA and
23 PLAYERS INC.

24 **RESPONSE TO DOCUMENT REQUEST NO. 32**

25 Players Inc objects to Request No. 32 on the grounds that it is overly broad,
26 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
27 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
28 group licensing programs for retired players or retired player licensing. Subject to and without

1 waiver of the foregoing objections, Players Inc will produce all documents responsive to Request
2 No. 32.

3 **DOCUMENT REQUEST NO. 33**

4 All draft agreements, correspondence and/or communications between the
5 NFLPA and/or PLAYERS INC, or between either of them and any third party, that relate to the
6 negotiations, drafting or execution of the February 28, 2006 Amendment to the March 1, 2000
7 agreement between the NFLPA and PLAYERS INC.

8 **RESPONSE TO DOCUMENT REQUEST NO. 33**

9 Players Inc objects to Request No. 33 on the grounds that it is overly broad,
10 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
11 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
12 group licensing programs for retired players or retired player licensing. Subject to and without
13 waiver of the foregoing objections, Players Inc will produce all documents responsive to Request
14 No. 33.

15 **DOCUMENT REQUEST NO. 34**

16 All draft agreements, correspondence and/or communications between the
17 NFLPA and/or PLAYERS INC, or between either of them and any third party, that relate to the
18 negotiations, drafting or execution of the May 1994 agreement between the NFLPA and
19 PLAYERS INC.

20 **RESPONSE TO DOCUMENT REQUEST NO. 34**

21 Players Inc objects to Request No. 34 on the grounds that it is overly broad,
22 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
23 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
24 group licensing programs for retired players or retired player licensing. Subject to and without
25 waiver of the foregoing objections, the NFLPA will produce all documents responsive to
26 Request No. 34.

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1 **DOCUMENT REQUEST NO. 35**

2 All communications, including all e-mails, from February 14, 2003 to the present
3 that mention, describe or refer to Herb Adderley.

4 **RESPONSE TO DOCUMENT REQUEST NO. 35**

5 Players Inc objects to Request No. 35 on the grounds that it is overly broad,
6 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
7 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
8 retired player licensing or the alleged representation of Mr. Adderley. Subject to and without
9 wavier of the foregoing objections, Players Inc will produce all documents otherwise responsive
10 to Request No. 35.

11 **DOCUMENT REQUEST NO. 36**

12 All communications, including all e-mails, from February 14, 2003 to the present
13 that mention, describe or refer to Bernie Parrish, including but not limited to, those
14 communications from Mr. Parrish received by Defendants.

15 **RESPONSE TO DOCUMENT REQUEST NO. 36**

16 Players Inc objects to Request No. 36 on the grounds that it is overly broad,
17 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
18 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
19 retired player licensing, dues paid to the NFLPA Retired Player Association or the alleged
20 representation of Mr. Parrish. Subject to and without wavier of the foregoing objections, Players
21 Inc will produce all documents otherwise responsive to Request No. 36.

22 **DOCUMENT REQUEST NO. 37**

23 All communications, including all e-mails, with any third party (and counsel for
24 any third party) that summarize, describe or refer to this action.

25 **RESPONSE TO DOCUMENT REQUEST NO. 37**

26 Players Inc objects to Request No. 37 to the extent that it is overly broad, unduly
27 burdensome and seeks documents that are neither relevant nor reasonably calculated to lead to
28 the discovery of admissible evidence. For example, the Request encompasses documents

1 relating solely to administrative matters such as communications as to the time and location of a
2 third party deposition. Subject to and without waiver of the foregoing objections, Players Inc
3 will produce all documents otherwise responsive to Request No. 37.

4 **DOCUMENT REQUEST NO. 38**

5 All documents reflecting Defendants' document retention policies for both paper
6 and electronic documents.

7 **RESPONSE TO DOCUMENT REQUEST NO. 38**

8 Players Inc objects to Request No. 38 to the extent it calls for documents relating
9 to any asserted conduct by Players Inc prior to February 14, 2003, the commencement of the
10 earliest applicable statutes of limitations for any claim asserted in the TAC. Subject to and
11 without waiver of the foregoing objections, Players Inc will produce all documents otherwise
12 responsive to Request No. 38.

13 **DOCUMENT REQUEST NO. 39**

14 All documents evidencing or reflecting the transition of Defendants' computer
15 systems and the availability of documents on the legacy system.

16 **RESPONSE TO DOCUMENT REQUEST NO. 39**

17 Players Inc objects to Request No. 39 on the grounds that it is vague, ambiguous
18 and overbroad in its references to "computer systems" and "legacy system," and seeks
19 documents that are neither relevant nor reasonably calculated to lead to the discovery of
20 admissible evidence. To the extent that Plaintiffs' counsel has specific reasonable questions
21 regarding the computer systems on which relevant and responsive documents may be located,
22 counsel for Players Inc is available to inquire about and answer such questions, as they have
23 done to date.

24 **DOCUMENT REQUEST NO. 40**

25 All web pages created, modified or hosted by Defendants from February 14, 2003
26 to the present that describe or refer to retired NFL players.

27 **RESPONSE TO DOCUMENT REQUEST NO. 40**

28 Players Inc objects to Request No. 40 on the grounds that it is overly broad,

1 unduly burdensome and seeks documents that are neither relevant nor reasonably calculated to
2 lead to the discovery of admissible evidence to the extent it calls for documents unrelated to
3 group licensing programs for retired players, retired player licensing or the NFLPA Retired
4 Players Association. Subject to and without waiver of the foregoing objections, Players Inc will
5 produce all documents otherwise responsive to Request No. 40.

6 **DOCUMENT REQUEST NO. 41**

7 All documents and/or communications that support or refute Defendants'
8 allegation that the guaranteed minimum revenue in the 2004 and 2005 Electronic Arts
9 agreements was paid solely for the licensing of active player rights.

10 **RESPONSE TO DOCUMENT REQUEST NO. 41**

11 Players Inc objects to Request No. 41 on the grounds that it is vague and
12 ambiguous as to its use of the terms "support", "refute" and "Defendants' allegation" in this
13 context. Players Inc further objects to the extent that Request No. 41 calls for a legal conclusion.
14 Subject to and without waiver of the foregoing objections, Players Inc will produce all
15 documents responsive to Request No. 41.

16 **DOCUMENT REQUEST NO. 42**

17 All documents and/or communications that support or refute Defendants'
18 allegation that the guaranteed minimum payments made by Upper Deck or Topps was paid
19 solely for the licensing of active player rights.

20 **RESPONSE TO DOCUMENT REQUEST NO. 42**

21 Players Inc objects to Request No. 42 to the extent it calls for documents relating
22 to any asserted conduct by Players Inc prior to February 14, 2003, the commencement of the
23 earliest applicable statutes of limitations for any claim asserted in the TAC. Players Inc further
24 objects to Request No. 42 on the grounds that it is vague and ambiguous as to its use of the terms
25 "support", "refute" and "Defendants' allegation" in this context. Players Inc further objects to
26 the extent that Request No. 42 calls for a legal conclusion. Subject to and without waiver of the
27 foregoing objections, the NFLPA will produce all documents responsive to Request No. 42.

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1 **DOCUMENT REQUEST NO. 43**

2 All documents provided to or received from any expert witness or consultant
3 retained in connection with this matter, including but not limited to all bills, invoices and e-mails

4 **RESPONSE TO DOCUMENT REQUEST NO. 43**

5 Players Inc objects to Request No. 43 on the grounds that it is overly broad and
6 unduly burdensome to the extent that it seeks documents or information beyond that required by
7 the Federal Rules of Civil Procedure, Local Rules, Judge Alsup's Supplemental Order or other
8 applicable rules or Order of this Court. Players Inc further objects to Request No. 43 on the
9 ground that it is premature at this stage of the litigation. Players Inc further objects to Request
10 No. 43 to the extent that it calls for documents protected by the attorney-client privilege, work
11 product immunity or any other applicable privilege or immunity. Subject to and without waiver
12 of the foregoing objections, Players Inc will produce documents responsive to Request No. 43 to
13 the extent and at an appropriate time as provided in the above-referenced rules and orders.

14 **DOCUMENT REQUEST NO. 44**

15 All drafts of any declaration of any expert witness or consultant retained in
16 connection with this matter.

17 **RESPONSE TO DOCUMENT REQUEST NO. 44**

18 Players Inc objects to Request No. 44 on the grounds that it is overly broad and
19 unduly burdensome to the extent that it seeks documents or information beyond that required by
20 the Federal Rules of Civil Procedure, Local Rules, Judge Alsup's Supplemental Order or other
21 applicable rules or Order of this Court. Players Inc further objects to Request No. 44 on the
22 ground that it is premature at this stage of the litigation. Players Inc further objects to Request
23 No. 44 to the extent that it calls for documents protected by the attorney-client privilege, work
24 product immunity or any other applicable privilege or immunity. Subject to and without waiver
25 of the foregoing objections, Players Inc will produce documents responsive to Request No. 44 to
26 the extent and at an appropriate time as provided in the above-referenced rules and orders.

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Dewey & LeBoeuf LLP
One Embarcadero Center, Suite 400
San Francisco, California 94111

1 **DOCUMENT REQUEST NO. 45**

2 All documents prepared by any expert witness or consultant retained in
3 connection with this matter.

4 **RESPONSE TO DOCUMENT REQUEST NO. 45**

5 Players Inc objects to Request No. 45 on the grounds that it is overly broad and
6 unduly burdensome to the extent that it seeks documents or information beyond that required by
7 the Federal Rules of Civil Procedure, Local Rules, Judge Alsup's Supplemental Order or other
8 applicable rules or Order of this Court. Players Inc further objects to Request No. 45 on the
9 ground that it is premature at this stage of the litigation. Players Inc further objects to Request
10 No. 45 to the extent that it calls for documents protected by the attorney-client privilege, work
11 product immunity or any other applicable privilege or immunity. Subject to and without waiver
12 of the foregoing objections, Players Inc will produce documents responsive to Request No. 45 to
13 the extent and at an appropriate time as provided in the above-referenced rules and orders.

14
15 Date: April 14, 2008

DEWEY BALLANTINE LLP

BY: 

David G. Zeher

Attorneys for Defendant Players Inc

May 16, 2008

Client-Matter: 29749-060

VIA E-MAIL

David Greenspan, Esq.
Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019-6092

**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 Players Inc's Responses and Objections to Plaintiffs' Second Request for Production of Documents, and the NFLPA's Responses and Objections to Plaintiffs' Third Request for Production of Documents.

Document Requests Regarding the Retired Player Department

Document Request No. 27 to Players Inc, and corresponding Document Request No. 29 to the NFLPA, call for "[a]ll documents and/or communications that summarize, describe or refer to the organization, purpose or policies of the Retired Player Department in connection with retired player licensing." Defendants objected to these requests on the ground that, among other things, the term "purpose" is vague, ambiguous, overly broad and unduly burdensome as it relates to retired player licensing. Defendants refused to produce any documents that summarize, describe or refer to the purpose of the Retired Player Department as it relates to retired player licensing.

Plaintiffs disagree with Defendants' objection and find it incredible that Defendants do not know the purpose of the Retired Player Department in connection with retired player licensing. Unless Defendants agree to remove this objection and agree to produce all documents responsive to these requests, Plaintiffs will object to the extent Defendants subsequently seek to reply on documents or information related to this topic.

Document Request No. 28 to Players Inc, and corresponding Document Request No. 30 to the NFLPA, call for all documents that summarize, describe or refer to Defendants' retired player database. Plaintiffs accept Defendants' offer to produce "documents showing the type of data regarding retired players that is available in the database."

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May 16, 2008
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In response to Defendants' offer to respond to other specific requests by Plaintiffs, Plaintiffs repeat their request for "all documents and/or communications that summarize, describe or refer to any criteria for inclusion of any retired player in the database and a list of all retired players who have appeared in the database for each year from 2003 to the present." Please confirm that Defendants will produce these additional specific categories of documents.

Document Requests Regarding the NFL Sponsorship and Internet Agreement

Document Request No. 31 to Players Inc, and corresponding Document Request No. 33 to the NFLPA, call for "[a]ll draft agreements, correspondence and/or communications between the NFLPA, the NFL and/or PLAYERS INC that relate to the negotiation, drafting or execution of the NFL Sponsorship and Internet Agreement." Defendants have indicated that they will only produce documents evidencing the adoption of their practice of paying retired players under this Agreement. Plaintiffs disagree with this limitation.

As you know, Plaintiffs have previously alleged that retired player rights are included in the NFL Sponsorship and Internet Agreement. Because Defendants have expressly refused to provide all responsive documents related to this topic, Plaintiffs expressly reserve their right to raise all inferences from Defendants' refusal at trial, and to preclude Defendants from subsequently seeking to introduce documents or testimony related to these issues or Plaintiffs' inferences.

Document Responses Using the Word "Otherwise"

Defendants responded to Document Request Nos. 35, 36, 37, 38 and 40, and the corresponding requests to the NFLPA, by stating that they will produce all documents "otherwise" responsive to these requests. As you will recall, Judge Alsup expressly forbids such qualified responses. See Paragraph 13 of Judge Alsup's Supplemental Standing Order ("Such a response leaves open the distinct possibility that other responsive materials have not been produced."). Please confirm that Defendants will remove the word "otherwise" from their responses to these requests.

Status of Defendants' Production

Defendants agreed, without specific objection, to produce all documents responsive to numerous of Plaintiffs' requests. For example, Defendants agreed, without specific objection, to produce all documents responsive to Document Request No. 23 to Players Inc, and corresponding Document Request No. 25 to the NFLPA. Each of these requests calls for "[a]ll newsletters provided or sent by you to retired NFL players from February 14, 2003 to the present, including but not limited to all copies of the Touchback newsletter." However, even

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though it has now been a month since the date of their responses, Defendants still have not produced such documents.

Please let us know when Defendants anticipate producing the next batch of documents, and confirm in writing that all responsive documents will be produced by the close of discovery on May 23, 2008. Please also confirm in writing that Defendants will be complying with their obligations under Paragraphs 13 and 14 of Judge Alsup's Supplemental Standing Order by that deadline as well.

Very truly yours,

/s/ Ryan S. Hilbert

Ryan S. Hilbert
Manatt, Phelps & Phillips, LLP

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

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May 20, 2008

BY ELECTRONIC MAIL

Ryan S. Hilbert, Esq.
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Palo Alto, California 94303-1006
E-mail: ncohen@manatt.com

Re: Parrish, et al. v. National Football League Players
Association, et al., Case No. C07-0943 WHA

Dear Ryan:

I write in response to your letter, dated May 16, 2008, to my colleague David Greenspan regarding Players Inc's Responses and Objections to Plaintiffs' Second Request for Production of Documents and NFLPA's Responses and Objections to Plaintiffs' Third Request for Production of Documents, which Defendants served on April 14, 2008. The specific issues raised in your letter are addressed below. In light of Plaintiffs decision to wait more than a month, until one week before the close of discovery, to raise these issues, please let us know as soon as possible which issues you believe remain unresolved and let us know when you would like to meet and confer to address them.

Document Request No. 27 to Players Inc and Request No. 29 to the NFLPA

Defendants have agreed to produce documents describing the organization and policies of the Retired Player Department in connection with retired player licensing. Defendants objected to the term "purpose" because it is unclear what additional types of documents would be covered by that term that are not already covered by the terms organization and policies. To be clear, however, this objection does not have the practical effect of limiting our production. So that there can be no confusion on this point, Defendants hereby agree to produce documents sufficient to describe the "organization or purpose" of the Retired Players Department.

May 20, 2008

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Document Request No. 28 to Players Inc and Request No. 30 to the NFLPA

Plaintiffs request for "all documents and/or communication that summarize, describe or refer to any criteria for inclusion of any retired player in the database" is overly broad and unduly burdensome because it seeks retired player information in the database unrelated to retired player group licensing. However, to the extent documents summarizing, describing or referring to the criteria for including a retired player in the database in connection with retired player group licensing exist, Defendants will produce such documents.

Plaintiffs' request for a list of retired players is overly broad, vague and ambiguous. The database is an ongoing system which includes information maintained from a variety of sources and is maintained for a variety of purposes regarding active, inactive and retired players and other matters. Each database record does not necessarily specify "each year" a player was included in the database, nor does it necessarily specify whether a particular record is for a retired, active or inactive player. Moreover, the information in the database is not solely related to retired player licensing. Thus, Defendants have reasonably agreed to provide Plaintiffs with documents showing the type of data available in the database regarding retired players. Defendants are willing to provide more information from the database, but Plaintiffs need to be more specific than "a list of all retired players who have appeared in the database for each year."

Document Request No. 31 to Players Inc and Request No. 33 to the NFLPA

Defendants have agreed to produce documents related to the practice by which monies paid to retired players could be applied against the "Active Usage Credit" referenced in paragraph 14 of the NFL Sponsorship Agreement. Plaintiffs' request sought documents relating to the negotiations of this agreement, which have nothing to do with Plaintiffs' claims in this case, and did not seek documents, as stated in your letter, regarding Plaintiffs' allegation "that retired player rights are included in the NFL Sponsorship and Internet Agreement." Thus, there is no basis for Plaintiffs to raise any inferences or preclude Defendants from offering evidence in any way as to this matter. Nevertheless, to the extent that documents described in your letter exist, Defendants will produce them (although Defendants are presently of the belief that no such documents exist).

Document Request Nos. 35, 36, 37, 38 and 40 to Players Inc and Request Nos. 37, 38, 39, 40 and 42 to the NFLPA

Regarding Request Nos. 35, 37 and 38 to Players Inc and the corresponding Requests to the NFLPA, Defendants raised valid objections to Plaintiffs requests and, in accord with Judge Alsup's Order, agreed to produce "all documents otherwise responsive." The requests are overly broad, unduly burdensome and seek documents which are neither relevant nor reasonably calculated to lead to discovery of admissible evidence by seeking documents from outside the statute of limitations, unrelated to retired player licensing and/or regarding administrative

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matters. Nonetheless, subject to and without waiver of their objections, Defendants agree to remove the term "otherwise" from the responses to these requests.

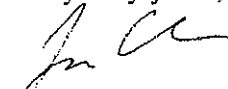
As we advised you in our letter, dated May 14, 2008, because Plaintiffs have indicated that they are not planning on pursuing Mr. Parrish's claims, Defendants do not intend to produce any documents in response to Request No. 36 to Players Inc and the corresponding Request to the NFLPA.

Regarding Request No. 40 to Players Inc and the corresponding Request to the NFLPA, Plaintiffs' Request for "All web pages created, modified or hosted by Defendants from February 14, 2003 to the present that describe or refer to retired NFL players" is also overly broad, unduly burdensome and seeks documents which are neither relevant nor reasonably calculated to lead to discovery of admissible evidence because it seeks documents unrelated to retired player licensing. Subject to and without waiver of their objections and except as described below, Defendants agree to remove the term "otherwise" from their responses to these requests. To be clear, Defendants will only produce web pages that describe or refer to retired NFL players in connection with retired player licensing.

Status of Production

Defendants have made three rolling productions in April and May, including most recently on May 16, 2008. Defendants have been working extremely diligently to complete such production, and the timing is the product of Plaintiffs having waited until the end of fact discovery to serve Defendants with two sets of 23 additional document requests. Nevertheless, Defendants expect to complete their production by the close of discovery on May 23, 2008 and comply with Paragraph 13 and 14 of Judge Alsup's Supplemental Standing Order.

Very truly yours,



Jason Clark

cc: Ron Katz
Noel Cohen
David Feher
David Greenspan
Roy Taub

McKool Smith

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May 22, 2008

VIA E-MAIL

Jason Clark, Esq.
Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019-6092

**Re: Bernard Paul Parrish, et al. v. National Football League Players Association
and Players Inc, Case No. C07-0943 WHA**

Dear Jason;

I am writing in response to your letter to Ryan Hilbert of May 20, 2008 responding to Mr. Hilbert's letter of May 16, 2008.

Document Request No. 28

You state in your letter that the Defendants "are willing to provide more information from the database, but Plaintiffs need to be more specific than 'a list of retired players who have appeared in the database for each year.'" We request that you provide the excerpted information from the database setting forth all information as to each of the retired player class members in the GLA class that relates in any way to solicitation of membership or group licensing authorization forms, potential opportunities for group or individual licensing, payments made to each class member, or correspondence to or from such class member relating to group or individual licensing.

Document Requests No. 35, 37, 38 and 40

It appears that defendants are substituting a new improper basis of objection in place of the previous improper objection. The very purpose of asking defendants to remove the term "otherwise" was to require that the documents responsive to the requests in fact be produced. Your letter reasserts all of your form objections and then states that documents will be produced "subject to and without waiver of their objections." Please confirm that, notwithstanding your objections, defendants have or will produce all documents that are responsive to the above requests.

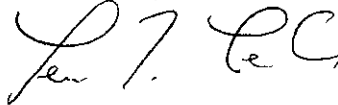
Jason Clark, Esq.
May 22, 2008
Page 2

Documents Regarding the NFL Sponsorship and Internet Agreement

Document Request No. 31 to Players Inc, and corresponding Document Request No. 33 to the NFLPA, call for “[a]ll draft agreements, correspondence and/or communications between the NFLPA, the NFL and/or PLAYERS INC that relate to the negotiation, drafting or execution of the NFL Sponsorship and Internet Agreement.” As you know, Defendants have only agreed to produce documents evidencing the adoption of their practice of paying retired players under this Agreement. In Mr. Hilbert's letter to Mr. Greenspan, he clearly asked that Defendants confirm that they would produce ALL documents responsive to these requests as drafted, not just the limited subset you propose.

Your qualified response makes clear that Defendants will not agree to produce ALL documents responsive to these requests as drafted. Therefore, Plaintiffs expressly reserve their right to raise at trial all inferences from Defendants' refusal to produce ALL responsive documents, and to preclude Defendants from subsequently seeking to introduce documents or testimony that might rebut these inferences.

Sincerely,

A handwritten signature in cursive script, appearing to read "L. T. LeClair".

Lewis T. LeClair

LTL:GR

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May 28, 2008

BY ELECTRONIC MAIL

Lew LeClair
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Dallas, Texas 75201
E-mail: lleclair@mckoolsmith.com

Re: Parrish, et al. v. National Football League Players
Association, et al., Case No. C07-0943 WHA

Dear Lew:

I am writing in response to your letter dated May 22, 2008 regarding certain of Defendants' responses on April 14, 2008 to Plaintiffs' document requests.

Document Request No. 28 to Players Inc

Defendants have already produced the information from the database relating to payments to retired players for licensing (see, e.g., PI094484-PI094955). Defendants' understanding is that the database does not contain information relating to solicitation of GLA forms or potential licensing opportunities for retired players. Nor does the database include correspondence to or from retired players. The only information related to correspondence with retired players is for administrative matters, such as a 'thank you sent' field for players who participate in player marketing deals which merely indicates whether a thank you note was sent. Such administrative matters are wholly irrelevant to Plaintiffs claims, and producing such information would be unduly burdensome.

Request No. 31 to Players Inc

As you know, the NFL Sponsorship and Internet Agreements do not refer at all to retired player licensing rights, and Defendants have objected to Plaintiffs' overbroad request for all documents

May 28, 2008

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relating to the negotiations of those agreements. Based upon the additional explanation of Plaintiffs' request provided in Mr. Hilbert's letter, dated May 16, 2008, Defendants agreed to produce, to the extent they exist, any documents regarding Plaintiffs' allegation "that retired player rights are included in the NFL Sponsorship and Internet Agreement." Defendants also specifically agreed to produce any documents, to the extent they exist, related to the adoption of the practice by which monies that Players Inc paid to retired NFL players could be applied as an accounting matter against the "Active Usage Credit" referenced in the NFL Sponsorship Agreement. After making diligent searches for documents in each category, Defendants believe that no such documents exist, but Defendants will double check whether any such documents can be located.

After waiting more than a month, until a week before the close of discovery, to even raise an issue with Defendants' responses to this request, Plaintiffs most recent correspondence has not explained why Defendants' amended response is inadequate, and instead merely reiterates the overbroad request for all documents relating to the negotiation of these agreements, which do not refer in any way to retired player licensing rights. Nor have Plaintiffs even sought to meet and confer on this issue, as Defendants' previous letter requested. Rather, Plaintiffs simply assert again that they reserve their right to raise inferences and preclude evidence from Defendants. It appears that Plaintiffs are more interested in raising adverse inferences and precluding evidence than in reaching an agreement on a reasonable request seeking relevant information.

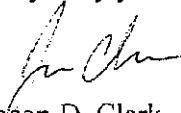
Defendants have sought to reasonably respond to Plaintiffs' document request. To the extent those documents do not exist, that is simply a reflection of the factual record that neither Plaintiffs nor Defendants can change. We also note that Plaintiffs have had every opportunity to ask Defendants' deponents about your assertion that retired player rights somehow are encompassed by these agreements even though they are nowhere mentioned in them, or about the adoption of the accounting practice regarding the Active Usage Credit. To the extent that Plaintiffs chose not to make any inquiry of Defendants' deponents as to these matters, that was purely Plaintiffs' decision. Plaintiffs have no basis to try to preclude any evidence on this matter, as to which Defendants have fully responded whenever an inquiry was made relating to retired players.

Document Request Nos. 35, 37, 38 and 40 to Players Inc

Defendants are not substituting a new objection in a place of its previous objection. Defendants' initial responses, dated April 14, 2008, to Plaintiffs' Request Nos. 35, 37, 38 and 40 all stated that they were "subject to and without waiver of the foregoing objections." Plaintiffs' prior correspondence, dated May 16, 2008, objected only to the Defendants' use of the term "otherwise" which Defendants have agreed to remove. Defendants confirm that they have produced all documents responsive to these requests, except that, as Defendants explained in prior correspondence, Defendants will only produce in response to Request No. 40, web pages that describe or refer to retired NFL players and licensing.

May 28, 2008
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Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Clark". The signature is written in a cursive style with a large initial "J" and "C".

Jason D. Clark

cc: Ron Katz
Ryan Hilbert
David Feher
David Greenspan

McKool Smith

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May 30, 2008

VIA E-MAIL

Jason Clark, Esq.
Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019-6092

RE: Bernard Paul Parrish, et al. v. National Football League Players Association
and Players Inc., Case No. C07-0943 WHA

Dear Jason:

I am writing in response to your May 28, 2008 letter regarding Defendants' production of documents. Your letter resolves a number of the outstanding issues between the parties -- specifically those issues related to document requests nos. 28, 35, 38 and 40. However, Plaintiffs continue to believe that Defendants' production in response to request no. 31 is woefully inadequate, and as such, Plaintiffs continue to reserve their right to raise all inferences from Defendants' refusal to produce documents in response to request no. 31 at trial.

While you contend that the "NFL Sponsorship and Internet Agreements do not refer at all to retired players licensing," Plaintiffs obviously have a different view and have consistently alleged that retired player rights are in fact included in the agreement. In furtherance of these allegations, Plaintiffs submitted timely document requests seeking production of "[a]ll draft agreements, correspondence and/or communications between the NFLPA, the NFL and/or PLAYERS INC that relate to the negotiation, drafting or execution of the NFL Sponsorship and Internet Agreement." (See Plaintiffs' Document Request No. 31 to Players Inc, and corresponding Document Request No. 33 to the NFLPA).

The fact that Defendants elected not to produce documents in response to this request was your choice and any suggestion that Plaintiffs' request for such documents was untimely is completely misplaced. If Defendants now desire to produce documents in response to this request, Defendants should have produced *all* responsive documents. Based on the representations in your letter it is clear that Defendants have already collected and searched through these documents, so producing the documents would have required minimal effort on Defendants' part.


Plaintiffs maintain that Request No. 31 seeks documents that are clearly relevant and should be produced. As such, Plaintiffs are not willing to accept a subset of these documents or Defendants' representations regarding the nature of such documents. The parties have

May 30, 2008
Page 2

consistently disagreed about the inferences that can and cannot be drawn from the documents that have been produced thus far in this case, and Plaintiffs see no reason why they should rely on Defendants' representations regarding what the documents related to the Internet and Sponsorship Agreement do and do not say.

Because Defendants elected not to produce such documents, Plaintiffs maintain that they should be given the right to raise all inferences from Defendants' refusal at trial, and to preclude Defendants from subsequently seeking to introduce documents or testimony related to these issues or Plaintiffs' inferences.

Regards,

Lew LeClair
Lew LeClair 

DEWEY & LEBOEUF

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June 2, 2008

BY ELECTRONIC MAIL

Lew LeClair
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Dallas, Texas 75201
E-mail: lleclair@mckoolsmith.com

Re: Parrish, et al. v. National Football League Players
Association, et al., Case No. C07-0943 WHA

Dear Lew:


I am writing in response to your letter dated May 30, 2008 regarding Plaintiffs' Document Request No. 31 to Players Inc. As you know, the NFL Sponsorship and Internet Agreements do not refer at all to retired player licensing. Even so, Defendants agreed to produce documents, to the extent that they exist, related to Plaintiffs' allegation that retired player rights are included in these agreements and also related to the adoption of the practice by which monies that Players Inc paid to retired NFL players could be applied as an accounting matter against the "Active Usage Credit." Contrary to the assertion in your letter, the burden of producing all documents responsive to Plaintiffs' overly broad request is not "minimal," particularly in light of the lack of relevancy to the claims at issue in this case.

Defendants believe they have sought to reasonably reply to Plaintiffs' document requests. In contrast, Plaintiffs waited until a week before the close of discovery to raise this dispute and have not accepted Defendants' offers to meet and confer on this matter. Nor have Plaintiffs explained why Defendants' agreement to produce an additional category of documents in response to Plaintiffs' explanation of their request is inadequate. Instead, Plaintiffs have merely reiterated their intention to seek adverse inferences and preclude Defendants from offering evidence. Nonetheless, in our continuing effort to avoid a dispute over this matter, Defendants propose to produce all documents responsive to Request No. 33 from the files of those persons at

June 2, 2008
Page 2

Players Inc or the NFLPA who were involved in the negotiations of the NFL Sponsorship and Internet Agreements. Please confirm that this offer will resolve this dispute.

Very truly yours,



Jason D. Clark

cc: Ron Katz
Ryan Hilbert
David Feher
David Greenspan