

**Exhibit A**  
**to the**  
**Plaintiffs' Request to File Supplemental**  
**Declaration ISO Their July 30, 2008 Letter Brief**

1 MANATT, PHELPS & PHILLIPS, LLP  
RONALD S. KATZ (Bar No. CA 085713)  
2 E-mail: rkatz@manatt.com  
RYAN S. HILBERT (California Bar No. 210549)  
3 E-mail: rhilbert@manatt.com  
NOEL S. COHEN (California Bar No. 219645)  
4 E-mail: ncohen@manatt.com  
1001 Page Mill Road, Building 2  
5 Palo Alto, CA 94304-1006  
Telephone: (650) 812-1300  
6 Facsimile: (650) 213-0260

7 McKOOL SMITH, P.C.  
LEWIS T. LECLAIR (Bar No. CA 077136)  
E-mail: lleclair@mckoolsmith.com  
8 JILL ADLER NAYLOR (Bar No. CA 150783)  
E-mail: jadler@mckoolsmith.com  
9 300 Crescent Court, Suite 1500  
10 Dallas, TX 75201  
Telephone: (214) 978-4000  
11 Facsimile: (214) 978-4044

12 Attorneys for Plaintiffs

13  
14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

17  
18 BERNARD PAUL PARRISH, HERBERT  
19 ANTHONY ADDERLEY, and Walter  
Roberts III, on behalf of themselves and all  
20 others similarly situated,

21 Plaintiffs

22 vs.

23 NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION, a Virginia  
24 corporation, and NATIONAL FOOTBALL  
LEAGUE PLAYERS INCORPORATED  
25 d/b/a PLAYERS INC, a Virginia  
corporation,

26 Defendants.

CIVIL ACTION NO. C07 0943 WHA

**SUPPLEMENTAL DECLARATION OF  
RYAN S. HILBERT IN SUPPORT OF JULY  
30, 2008 LETTER BRIEF**

1 I, Ryan S. Hilbert, declare as follows:

2 1. I am an associate at Manatt, Phelps & Phillips, LLP, counsel for Plaintiffs Herbert  
3 Adderley, Bernard Parrish, and Walter Roberts (collectively, "Plaintiffs") in this matter. I have  
4 sufficient knowledge of the facts stated herein to make this declaration and, if called upon to do  
5 so, I could and would testify competently thereto.

6 2. In or around May 2008, the parties exchanged communications regarding how  
7 they were going to treat Defendants' production of numerous documents dated before the statute  
8 of limitations period.

9 3. In Defendants' August 1, 2008 Letter Brief to the Court, Mr. Kessler quotes from  
10 and attaches as Exhibit 10 to his supporting declaration an email I sent on May 20, 2008. What  
11 Mr. Kessler does not mention, however, is that on the evening of May 22, 2008, I received a  
12 telephone call from David Greenspan, counsel for Defendants, in which Mr. Greenspan raised  
13 some additional issues that he thought were not adequately addressed in my May 20, 2008 email.  
14 It was my understanding that until these issues were addressed, the parties would not have an  
15 agreement.

16 4. On May 23, 2008, I sent an email to Mr. Greenspan in which I sought to address  
17 the concerns raised in his telephone call. Attached hereto as Exhibit A is a true and correct copy  
18 of my May 23, 2008 email to Mr. Greenspan. Because I was uncertain as to whether Mr.  
19 Greenspan would consider my changes acceptable, I expressly requested that he confirm his  
20 understanding of the parties' expressly requested that Mr. Greenspan confirm his understanding  
21 of the parties' agreement. Neither Mr. Greenspan nor anyone else from Defendants' counsel  
22 responded to this email, thereby leaving the parties' agreement unconcluded.

23 5. One of the requirements discussed by the parties and expressly referenced in my  
24 May 23, 2008 email to Mr. Greenspan was that Defendants "make a reasonable and good faith  
25 effort to create a list of all pre-statute of limitation documents that they have produced but which  
26 should be precluded . . . ." To the extent that Defendants somehow identified a document that  
27 Plaintiffs thought should be used in this case – like the May 2001 letter from LaShun Lawson,  
28 which refers on its face to an agreement with EA that, in part, was still in effect during the statute

1 of limitations period and on which even Defendants rely in their Letter Brief – Plaintiffs retained  
2 the right to use that document in this case. Significantly, however, Defendants never even  
3 provided Plaintiffs with such a list, thereby further confirming that Defendants never believed an  
4 agreement had been reached.

5 6. Because Defendants never responded to my May 23, 2008 email, and because  
6 Defendants never produced the list of pre-statute of limitations documents as required therein,  
7 there is absolutely no agreement between the parties that precludes the use of the May 2001 letter  
8 from LaShun Lawson in this case.

9 I declare under penalty of perjury and the laws of the United States that the foregoing is  
10 true and correct and that this declaration was executed on August 1, 2008.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

/s/ Ryan S. Hilbert

Ryan S. Hilbert