

Exhibit A
to the
Supplemental Declaration of Ryan S. Hilbert ISO
Plaintiffs' July 30, 2008 Letter Brief

From: Hilbert, Ryan
Sent: Friday, May 23, 2008 5:21 PM
To: 'Greenspan, David'
Subject: RE: Parrish

Dave:

I have shared with my colleagues the concerns you raised last evening. In order to address your concerns, please find below a revised version of what I now believe is the parties' agreement on this issue.

The parties agree that they are each precluded from using any pre-statute of limitations documents produced by Defendants, except for (1) responsive agreements that are still in effect during the statute of limitations period; and (2) those pre-SOL documents that are responsive to Plaintiffs' Document Request Nos. 23, 24, 32, 33, 34 and 36 to the NFLPA and corresponding requests to Players Inc, subject to Defendants' written objections to all such requests, any meet and confer efforts between the parties about them, and, if necessary, the results of any subsequent motion practice.

Moreover, neither side can rely on any pre-statute of limitations documents produced by Defendants in response to Document Request Nos. 43 and 44 (with the exception of responsive agreements that are still in effect during the statute of limitations period, as described above). Also, it is Defendants' position and Plaintiffs' understanding that Defendants do not have to produce pre-SOL documents responsive to Request Nos. 43 and 44 to the NFLPA and corresponding requests to Players Inc.

In addition, the parties agree that Defendants will make a reasonable and good faith effort to create a list of all pre-SOL documents that they have produced but which should be precluded because such documents do not fall within either of the two categories set forth above.

To the extent that Plaintiffs believe there should be any additions or deletions to Defendants' list of precluded pre-SOL documents, the parties will work together in good faith to finalize the list of precluded documents produced by Defendants. To the extent that the parties cannot resolve a dispute over whether a particular pre-SOL document should be precluded, then it will be up to the party seeking to preclude such document to raise the matter with the Court.

Please confirm that this is your understanding as well.

Very truly yours,
Ryan

From: Greenspan, David [mailto:dgreenspan@DeweyLeBoeuf.com]
Sent: Thursday, May 22, 2008 9:10 AM
To: Hilbert, Ryan
Subject: RE: Parrish

I think we are almost there, but I noticed a few small problems that I don't think either party intended. Let me know when you have a few moments to discuss.

David Greenspan
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From: Hilbert, Ryan [mailto:RHilbert@manatt.com]
Sent: Tuesday, May 20, 2008 9:54 PM
To: Greenspan, David
Cc: Feher, David; Clark, Jason; Katz, Ron; Cohen, Noel; Kessler, Jeffrey
Subject: RE: Parrish

Dave:

I believe the parties have an agreement as well.

As we understand it, the parties agree that they are each precluded from using any pre-statute of limitations documents produced by Defendants, except for (1) responsive agreements that are still in effect during the statute of limitations period; and (2) those pre-SOL documents that are responsive to Plaintiffs' Document Request Nos. 24, 33, 34 and 36 to the NFLPA and corresponding requests to Players Inc, subject to Defendants' written objections to all such requests, any meet and confer efforts between the parties about them, and, if necessary, the results of any subsequent motion practice.

Moreover, neither side can rely on any pre-statute of limitations documents produced by Defendants in response to Document Request Nos. 23, 32, 43 and 44. Also, it is Defendants' position and Plaintiffs' understanding that Defendants do not have to produce pre-SOL documents responsive to Request Nos. 23, 32, 43 and 44 to the NFLPA and corresponding requests to Players Inc.

In addition, the parties agree that Defendants will make a reasonable and good faith effort to create a list of all pre-SOL documents that they have produced but which should be precluded because such documents do not fall within either of the two categories set forth above.

To the extent that Plaintiffs believe there should be any additions or deletions to Defendants' list of precluded pre-SOL documents, the parties will work together in good faith to finalize the list of precluded documents produced by Defendants. To the extent that the parties cannot resolve a dispute over whether a particular pre-SOL document should be precluded, then it will be up to the party seeking to preclude such document to raise the matter with the Court.

Please confirm that this is your understanding as well.

Very truly yours,
Ryan

From: Greenspan, David [mailto:dgreenspan@DeweyLeBoeuf.com]
Sent: Friday, May 16, 2008 6:59 AM
To: Hilbert, Ryan; Kessler, Jeffrey
Cc: Feher, David; Clark, Jason; Katz, Ron; Cohen, Noel
Subject: RE: Parrish

Ryan, I believe the parties have an agreement. We are agreeing to the terms of my May 5th email except that neither side may rely on, and Defendants do not have to produce, pre-statute of limitation documents (other than agreements in effect during the statute of limitations) responsive to Request Nos. 23, 32, 43 and 44 to the NFLPA, and the corresponding requests to Players Inc.

With respect to the one issue you asked us to clarify, you are correct -- where I say "subject to Defendants' objections to each such Request" -- I am referring to our written objections to Plaintiffs' document requests. To the extent that those objections were modified pursuant to the parties meeting and conferring, then we will of course abide by the results of the meet and confers.

Let me know if we have a deal. Thanks.

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From: Hilbert, Ryan [mailto:RHilbert@manatt.com]
Sent: Thursday, May 15, 2008 2:18 PM
To: Kessler, Jeffrey
Cc: Feher, David; Clark, Jason; Katz, Ron; Greenspan, David; Cohen, Noel
Subject: RE: Parrish

Jeffrey:

I'm not quite sure I understand your question, but if you are suggesting that Defendants do not have to produce pre-SOL documents responsive to Request Nos. 23, 32, 43 and 44 to the NFLPA (and the corresponding requests to Players Inc), I think that is consistent with your earlier position before the Court and is our understanding as well.

Ryan

From: Kessler, Jeffrey [mailto:jkessler@DeweyLeBoeuf.com]
Sent: Tuesday, May 13, 2008 11:22 AM
To: Hilbert, Ryan; Greenspan, David; Katz, Ron
Cc: Feher, David; Clark, Jason
Subject: Re: Parrish

Ryan, is your proposal that we should not produce any pre-SOL documents in response to such request so that neither side can rely on them?

----- Original Message -----
From: Hilbert, Ryan <RHilbert@manatt.com>
To: Greenspan, David; Katz, Ron <RKatz@manatt.com>
Cc: Kessler, Jeffrey; Feher, David; Clark, Jason
Sent: Tue May 13 13:57:34 2008
Subject: RE: Parrish

Dave:

This responds to your e-mail below.

We agree with the proposal in your e-mail with one notable exception. Specifically, we disagree that Defendants can rely on any pre-statute of limitation documents in response to Document Request Nos. 23, 32, 43 and 44 to the NFLPA, and the corresponding requests to Players Inc. Please let us know if you agree with this limitation.

We would also like to clarify one point. When you say "subject to Defendants' objections

to each such Request" in (ii) below, we assume that you are referring to Defendants' objections to Plaintiffs' document requests. We also understand that such objections are themselves subject to any meet-and-confer efforts between the parties, and, if necessary, any subsequent motion practice. Please confirm.

Very truly yours,

Ryan

From: Greenspan, David [mailto:dgreenspan@DeweyLeBoeuf.com]
Sent: Monday, May 05, 2008 4:34 PM
To: Katz, Ron; Hilbert, Ryan
Cc: Kessler, Jeffrey; Feher, David; Clark, Jason
Subject: Parrish

Ron and Ryan,

Per Thursday's meet & confer, Defendants' proposal to resolve the issue that Plaintiffs have raised with respect to the production and use of pre-statute of limitations documents is as follows:

The parties agree that they are each precluded from using all pre-statute of limitations documents except for:

- (i) agreements in effect at any time during the statute of limitations; and
- (ii) any pre-statute of limitations documents responsive to Plaintiffs' Requests for Production Nos. 23, 24, 32, 33, 34, 36, 43, and 44 to the NFLPA, and any pre-statute of limitations documents responsive to the parallel Requests propounded upon Players Inc, subject to Defendants' objections to each such Request;

In addition, Defendants agree to make a reasonable and good faith effort to create a list of all pre-statute of limitations documents that they have produced but which should be precluded because such documents do not fall within either of the two categories set forth above. Plaintiffs recognize the difficulty of ensuring that any such list is 100% complete in light of the tens of thousands of documents produced by Defendants to date.

To the extent that Plaintiffs believe there should be any additions or deletions to Defendants' list of precluded pre-statute of limitations documents, the parties will work together in good faith to finalize the list of precluded documents produced by Defendants. To the extent that the parties cannot resolve a dispute over whether a particular pre-statute of limitations document should be precluded, then it will be up to the party seeking to preclude such document to raise the matter with the Court.

Let us know if you agree with the above, or if we need to discuss this further. Thanks.

Regards,
Dave

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