

**Exhibit PPP**

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

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18 and National Football League Players Incorporated d/b/a Players Inc

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

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

23 Plaintiffs,

24 v.

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

27 Defendants.  
28

Case No. C 07 0943 WHA

**NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION'S  
RESPONSES AND OBJECTIONS  
TO PLAINTIFFS' THIRD SET OF  
REQUESTS FOR ADMISSION**

1 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant  
2 National Football League Players Association ("NFLPA") hereby responds and objects to  
3 Plaintiffs' Third Set of Requests for Admission to Defendant National Football League Players  
4 Association (collectively, the "Requests," and individually, a "Request"), dated April 23, 2008.

5 **PRELIMINARY STATEMENT**

6 The following responses and objections are based upon the information currently  
7 known and available to the NFLPA, including information ascertained pursuant to the NFLPA's  
8 reasonable inquiry in response to each Request. The NFLPA reserves the right to amend or  
9 supplement the responses and objections as additional information is discovered, revealed,  
10 recalled or otherwise ascertained. The NFLPA specifically reserves the right to utilize  
11 subsequently discovered evidence at trial.

12 The NFLPA's responses to the Requests do not constitute an admission that the  
13 NFLPA has in its possession, custody or control information responsive to each and every  
14 individual request herein. Furthermore, the NFLPA's responses and objections to any Request  
15 shall not waive any objections by the NFLPA, in this or in any subsequent proceeding, on any  
16 grounds, including objections as to the competency, relevancy, materiality, privilege or  
17 admissibility of the responses, or the subject matter thereof. Moreover, the fact that the NFLPA  
18 has answered part or all of any Request is not intended and shall not be construed to be a waiver  
19 by the NFLPA of all or any part of any objection to any Request.

20 **GENERAL OBJECTIONS**

21 The NFLPA asserts the following general objections with respect to each of the  
22 Requests:

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

27 2. The NFLPA objects to the Requests to the extent that they seek  
28 information subject to the attorney-client privilege, the work-product doctrine, or any other

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

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

14           4.       The NFLPA objects to the Requests to the extent that they seek  
15 information that is not relevant to the subject matter of this action and not reasonably calculated  
16 to lead to the discovery of admissible evidence. As set forth in the next paragraph, this objection  
17 includes, but is not limited to, Requests calling for information about events that occurred  
18 outside the applicable statutes of limitations.

19           5.       The NFLPA objects to the Requests to the extent that they call for  
20 information relating to any asserted conduct by the NFLPA prior to February 14, 2003, the  
21 commencement of the earliest applicable statutes of limitations for any claim asserted in the  
22 Third Amended Complaint ("TAC"). The NFLPA will treat each Request as though it calls for  
23 information relating to any asserted conduct by the NFLPA from February 14, 2003 until the  
24 date of these responses.

25           6.       The NFLPA objects to the Requests to the extent that they are vague,  
26 ambiguous, overly broad in scope or unduly burdensome.

27           7.       The NFLPA objects to the Requests to the extent that they seek  
28 information that is not within the NFLPA's possession, custody or control. The NFLPA

1 construes each Request as requiring it to engage in a reasonable inquiry and bases its responses  
2 on information that is known or ascertainable through a reasonable inquiry.

3 8. The NFLPA objects to the Requests to the extent that they are drafted in  
4 terms of legal conclusions.

5 9. The NFLPA reserves all objections or other positions it may have as to the  
6 competency, relevance, materiality, privilege, or admissibility of any information disclosed in  
7 response to the Requests for any purpose whatsoever.

8 **RESPONSES AND SPECIFIC OBJECTIONS**

9 The NFLPA expressly incorporates each of the above general objections in its  
10 response to each specific Request set forth below, as if fully set forth therein.

11 **REQUEST FOR ADMISSION NO. 15:**

12 Admit that all eligible active players receive an equal share of the equal share  
13 royalty.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

15 The NFLPA objects to Request No. 15 on the ground that Plaintiffs do not define  
16 the term "eligible," which is vague and ambiguous in this context, and the term "equal share  
17 royalty" is also vague and ambiguous in this context. For purposes of these Responses, the  
18 NFLPA will interpret "eligible" as meaning active players (i) who appear on the first game roster  
19 of a particular season and/or appear on the last game roster of the prior season; and (ii) whose  
20 status must have been at that time active, injured reserved, practice squad, or physically unable to  
21 perform/football injury; and (iii) who signed an active player GLA effective during the particular  
22 season or agreed to participate in a licensing program for the particular season or were used in a  
23 licensing product for the particular season.

24 Subject to and without waiver of the foregoing objection, Request No. 15 is  
25 denied.

26 **REQUEST FOR ADMISSION NO. 16:**

27 Admit that all eligible active players receive an equal share of the equal share  
28 royalty, even if an eligible active player's rights are not used.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

2           The NFLPA objects to Request No. 16 on the ground that Plaintiffs do not define  
3 the term “eligible,” which is vague and ambiguous in this context, and the term “equal share  
4 royalty” is also vague and ambiguous in this context. For purposes of these Responses, the  
5 NFLPA will interpret “eligible” as meaning active players who (i) appear on the first game roster  
6 of a particular season and/or appear on the last game roster of the prior season; and (ii) whose  
7 status must have been at that time active, injured reserved, practice squad, physically unable to  
8 perform/football injury; and (iii) who signed an active player GLA effective during the particular  
9 season or agreed to participate in a licensing program for the particular season or were used in a  
10 licensing product for the particular season.

11           Subject to and without waiver of the foregoing objection, Request No. 16 is  
12 denied.

13 **REQUEST FOR ADMISSION NO. 17:**

14           Admit that no retired player has received an equal share of the equal share  
15 royalty.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

17           The NFLPA objects to Request No. 17 on the ground that “equal share” and  
18 “equal share royalty” are vague and ambiguous in this context. For purposes of this response,  
19 the NFLPA will interpret “equal share” to mean any share of the royalty pool. Subject to and  
20 without waiver of the foregoing objection, Request No.17 is denied.

21 **REQUEST FOR ADMISSION NO. 18:**

22           Admit that retired players received payments under the Sponsorship Agreement  
23 entered into between Players Inc and NFL Properties, Inc. on January 24, 2001.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

25           Defendant NFLPA objects to Request No. 18 on the ground that it seeks  
26 information that is neither relevant nor reasonably calculated to lead to the discovery of  
27 admissible evidence because the Sponsorship Agreement on its face does not even mention  
28 retired players. Subject to and without waiver of the foregoing objection, Request No. 18 is

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1 denied. No retired player received payments under the Sponsorship Agreement. The only  
2 connection between the Sponsorship Agreement and retired players is that NFL Properties and  
3 Players Inc subsequently adopted a practice that certain monies paid to retired players by Players  
4 Inc could be applied against the accounting "Active Usage Credit" referenced in Paragraph 14 of  
5 the Sponsorship Agreement.

6 **REQUEST FOR ADMISSION NO. 19:**

7 Admit that you had the right to license the rights of those retired players who  
8 signed GLAs.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

10 Request No. 19 is admitted.

11 **REQUEST FOR ADMISSION NO. 20:**

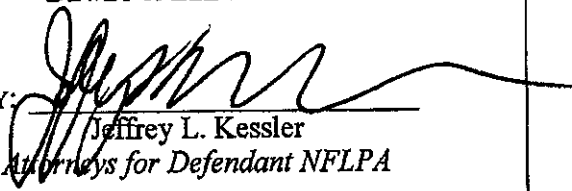
12 Admit that the GLA created a fiduciary relationship.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

14 The NFLPA objects to Request No. 20 on the ground that it is an improper  
15 request for an ultimate conclusion of law. Subject to and without waiver of the foregoing  
16 objection, Request No. 20 is denied.

17  
18 Date: May 23, 2008

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

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

23 Plaintiffs,

24 v.

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

27 Defendants.  
28

Case No. C 07 0943 WHA

**PLAYERS INC'S RESPONSES AND  
OBJECTIONS TO PLAINTIFFS'  
THIRD SET OF REQUESTS FOR  
ADMISSION**



1 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant  
2 National Football League Players Incorporated d/b/a Players Inc ("Players Inc") hereby responds  
3 and objects to Plaintiffs' Third Set of Requests for Admission to Defendant Players Inc  
4 (collectively, the "Requests," and individually, a "Request"), dated April 23, 2008.

5 **PRELIMINARY STATEMENT**

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

12 Players Inc's responses to the Requests do not constitute an admission that Players  
13 Inc has in its possession, custody or control information responsive to each and every individual  
14 request herein. Furthermore, Players Inc's responses and objections to any Request shall not  
15 waive any objections by Players Inc, in this or in any subsequent proceeding, on any grounds,  
16 including objections as to the competency, relevancy, materiality, privilege or admissibility of  
17 the responses, or the subject matter thereof. Moreover, the fact that Players Inc has answered  
18 part or all of any Request is not intended and shall not be construed to be a waiver by Players Inc  
19 of all or any part of any objection to any Request.

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

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

1 evidentiary or other privilege, immunity or restriction. The disclosure of any information is  
2 without waiver of any privilege, claim of confidentiality, or other objection. In the event that  
3 Players Inc discloses any information 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 disclosure of information by  
6 Players Inc in response to the Requests may be deemed to be a waiver of any privilege or right,  
7 such waiver shall be deemed to be a limited waiver with respect to that particular information  
8 only.

9           3.     Players Inc objects to the Requests to the extent that they seek information  
10 constituting or containing trade secrets, competitively sensitive information or other non-public  
11 confidential or proprietary information. Players Inc agrees to disclose such information 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 information  
14 that is not relevant to the subject matter of this action and not reasonably calculated to lead to the  
15 discovery of admissible evidence. As set forth in the next paragraph, this objection includes, but  
16 is not limited to, Requests calling for information about events that occurred outside the  
17 applicable statutes of limitations.

18           5.     Players Inc objects to the Requests to the extent that they call for  
19 information 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"). Players Inc will treat each Request as though it calls for  
22 information relating to any asserted conduct by Players Inc from February 14, 2003 until the date  
23 of these responses.

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

26           7.     Players Inc objects to the Requests to the extent that they seek information  
27 that is not within Players Inc's possession, custody or control. Players Inc construes each  
28

1 Request as requiring it to engage in a reasonable inquiry and bases its responses on information  
2 that is known or ascertainable through a reasonable inquiry.

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

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

8 **RESPONSES AND SPECIFIC OBJECTIONS**

9 Players Inc expressly incorporates each of the above general objections in its  
10 response to each specific Request set forth below, as if fully set forth therein.

11 **REQUEST FOR ADMISSION NO. 15:**

12 Admit that all eligible active players receive an equal share of the equal share  
13 royalty.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

15 Player Inc objects to Request No. 15 on the ground that Plaintiffs do not define  
16 the term "eligible," which is vague and ambiguous in this context, and the term "equal share  
17 royalty" is also vague and ambiguous in this context. For purposes of these Responses, Players  
18 Inc will interpret "eligible" as meaning active players (i) who appear on the first game roster of a  
19 particular season and/or appear on the last game roster of the prior season; and (ii) whose status  
20 must have been at that time active, injured reserved, practice squad, or physically unable to  
21 perform/football injury; and (iii) who signed an active player GLA effective during the particular  
22 season or agreed to participate in a licensing program for the particular season or were used in a  
23 licensing product for the particular season.

24 Subject to and without waiver of the foregoing objection, Request No. 15 is  
25 denied.

26 **REQUEST FOR ADMISSION NO. 16:**

27 Admit that all eligible active players receive an equal share of the equal share  
28 royalty, even if an eligible active player's rights are not used.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

2           Players Inc objects to Request No. 16 on the ground that Plaintiffs do not define  
3 the term "eligible," which is vague and ambiguous in this context, and the term "equal share  
4 royalty" is also vague and ambiguous in this context. For purposes of these Responses, Players  
5 Inc will interpret "eligible" as meaning active players who (i) appear on the first game roster of a  
6 particular season and/or appear on the last game roster of the prior season; and (ii) whose status  
7 must have been at that time active, injured reserved, practice squad, physically unable to  
8 perform/football injury; and (iii) who signed an active player GLA effective during the particular  
9 season or agreed to participate in a licensing program for the particular season or were used in a  
10 licensing product for the particular season.

11           Subject to and without waiver of the foregoing objection, Request No. 16 is  
12 denied.

13 **REQUEST FOR ADMISSION NO. 17:**

14           Admit that no retired player has received an equal share of the equal share  
15 royalty.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

17           Players Inc objects to Request No. 17 on the ground that "equal share" and "equal  
18 share royalty" are vague and ambiguous in this context. For purposes of this response, Players  
19 Inc will interpret "equal share" to mean any share of the royalty pool. Subject to and without  
20 waiver of the foregoing objection, Request No.17 is denied.

21 **REQUEST FOR ADMISSION NO. 18:**

22           Admit that retired players received payments under the Sponsorship Agreement  
23 entered into between Players Inc and NFL Properties, Inc. on January 24, 2001.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

25           Players Inc objects to Request No. 18 on the ground that it seeks information that  
26 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence  
27 because the Sponsorship Agreement on its face does not even mention retired players. Subject to  
28 and without waiver of the foregoing objection, Request No. 18 is denied. No retired player

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1 received payments under the Sponsorship Agreement. The only connection between the  
2 Sponsorship Agreement and retired players is that NFL Properties and Players Inc subsequently  
3 adopted a practice that certain monies paid to retired players by Players Inc could be applied  
4 against the accounting "Active Usage Credit" referenced in Paragraph 14 of the Sponsorship  
5 Agreement.

6 **REQUEST FOR ADMISSION NO. 19:**

7 Admit that you had the right to license the rights of those retired players who  
8 signed GLAs.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

10 Request No. 19 is admitted.

11 **REQUEST FOR ADMISSION NO. 20:**

12 Admit that the GLA created a fiduciary relationship.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

14 Players Inc objects to Request No. 20 on the ground that it is an improper request  
15 for an ultimate conclusion of law. Subject to and without waiver of the foregoing objection,  
16 Request No. 20 is denied.

17  
18 Date: May 23, 2008

DEWEY & LEBOEUF LLP

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21 Attorney for Defendant Players Inc

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