

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Bernard Parrish, et al.,

Plaintiffs,

Case No. C 07 0943 WHA

v.

National Football League Players Association,  
et al.,

Defendants.

**DECLARATION OF DOUG ALLEN**

I, Doug Allen, declare as follows:

1. I am National Executive Director and Chief Negotiator of the Screen Actors Guild ("SAG") and have held that position since January 2006. I am over twenty-one years of age and have personal knowledge of each of the facts stated herein. If called upon to testify, I could and would testify completely thereto.

2. SAG is a union that represents over 120,000 working actors by, among other things, negotiating and enforcing collective bargaining agreements addressing compensation, benefits, and working conditions for performers. As National Executive Director and Chief Negotiator, I am responsible for negotiating SAG's collective bargaining agreements. I have the lead role in those negotiations for SAG, apart from SAG members themselves. In addition to these CBA negotiations, I also am the person principally responsible for SAG's headquarters office operations in Los Angeles, including the supervision of approximately 300 employees, as well as a staff of approximately 150 additional employees in branch offices across the country.

3. SAG currently negotiates and administers eight collective bargaining agreements, and all eight of them are expiring in 2008. I am currently engaged in active and ongoing negotiations for the possible renewal of two of them.

These negotiations are at an intense stage, and are very time-sensitive, as one of our major contracts being renegotiated expired three months ago. These are critical negotiations, especially in light of the substantial impact on the entertainment industry caused by similar negotiations between the Writers Guild of America and their collective bargaining parties, which recently resulted in a three-month-long strike that shut down productions nationwide.

4. From Thursday, October 16, through Monday, October 20, SAG will be conducting quarterly board meetings in Los Angeles of its national board and three regional boards, as well as committee and staff meetings related to these board meetings. The meetings will last all day and into the evening on each of those days, including the weekend. As National Executive Director, it is absolutely essential that I attend all of the meetings. Any absence by me from those meetings could substantially impair SAG's ability to efficiently plan for and conduct its collective bargaining negotiations and other business, with potential resulting harm to SAG members and others who depend on productions that cannot go forward without the participation of SAG members.

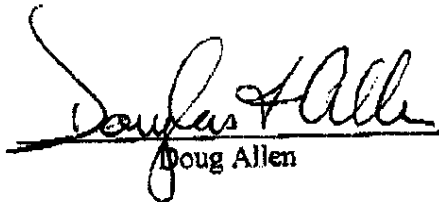
5. I understand that Plaintiffs want me to testify at trial on Tuesday, October 21, but, as stated above, October 21 is earliest date that I can travel to San Francisco. Moreover, I must spend at least a few hours at SAG's offices in Los Angeles on October 21 to respond to issues I will have missed in the five prior days during the SAG board and related meetings, and to conduct a wrap-up meeting with senior staff.

6. I would be willing, and believe it would minimize the possible harm to SAG's operations, to travel to San Francisco late on Tuesday, October 21, and then testify on Wednesday, October 22, for one day, or on Thursday and Friday, October 23 and 24, for two days. If I were forced to testify on both Wednesday, October 22 and Thursday, October 23, more than a full week will have passed without my presence for a

full day in SAG's offices, which I believe is likely to adversely affect SAG's operations and our ability to conduct SAG's work on behalf of its members during this critical time.

7. On or about September 12, 2008, a gentleman came to my home and gave me a subpoena commanding me to appear at trial in the above captioned case. After he handed me the subpoena, the gentleman told me that he neglected to bring the check that, according to him, must be served contemporaneously with the subpoena for service to be effective. I specifically asked him if service was effective without the check, and he confirmed that it is not. Later, I found another copy of the subpoena, as well as the check, attached to my door.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was in executed in Los Angeles, California on October 7, 2008.

  
Doug Allen