

**Exhibit M**  
**to the Joint Pretrial Order**

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Attorneys for Defendants National Football League Players Association  
and National Football League Players Incorporated d/b/a Players Inc

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

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

Case No. C 07 0943 WHA

**[PROPOSED] VERDICT FORM  
OFFERED BY DEFENDANTS**

Plaintiffs,

v.

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

Defendants.

**Breach of Contract**

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1. Did Plaintiffs prove that Defendants breached any term of the Retired Player GLAs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer to Question 1 is "Yes," proceed to Question 2. If your answer to Question 1 is "No," proceed to the section of this form entitled "**Breach of Fiduciary.**"

2. Did Plaintiffs prove that any breach of contract by Defendants of the Retired Player GLA was a material breach?

Yes \_\_\_\_\_ No \_\_\_\_\_

Proceed to the section of this form entitled "**Breach of Fiduciary Duty.**"

**Breach of Fiduciary Duty**

3. Did Plaintiffs prove the Retired Player GLA Class members had the right to control the Defendants in their day-to-day licensing operations, and in the methods and details of the Defendants' licensing activities?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer to Question 3 is "No," proceed to the section of this form entitled "**Damages.**" If your answer to Question 3 is "Yes," proceed to Question 4.

4. Did Plaintiffs prove that Defendants breached a fiduciary duty they owed to Plaintiffs?

Yes \_\_\_\_\_ No \_\_\_\_\_

Proceed to the section of this form entitled "**Damages.**"

**Damages**

1  
2 If you answered "No" to Question 1 or Question 2, then you should end your  
3 deliberations on breach of contract.

4 If you answered "No" to Question 3 or Question 4, then you should end your  
5 deliberations on breach of fiduciary duty.

6 If you either answered "Yes" to Questions 1 and 2 or answered "Yes" to Questions 3  
7 and 4, then you should proceed to Question 5.

8  
9 5. Did Plaintiffs prove that any portion of the revenues in the GLR pool is  
10 attributable to the licensing of the Retired Player GLA Class members' rights?

11 Yes \_\_\_\_\_ No \_\_\_\_\_

12 Proceed to Question 6.

13  
14 6. Did Plaintiffs prove that the Retired Player GLA Class members are entitled  
15 to revenues that are attributable to the licensing of active players' rights?

16 Yes \_\_\_\_\_ No \_\_\_\_\_

17 If your answer to Question 5 and 6 is "No," you may end your deliberations. If your  
18 answer to Question 5 or 6 is "Yes," proceed to Question 7.

19  
20 7. Did Plaintiffs prove that each individual Retired Player GLA Class member  
21 suffered injury and is entitled to a specific amount of damages as a result of Defendants'  
22 breach of contract and/or breach of fiduciary duty?

23 Yes \_\_\_\_\_ No \_\_\_\_\_

24 If your answer to Question 7 is "No," you may end your deliberations. If your answer  
25 to Question 7 is "Yes," proceed to Question 8.

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27 8. Did Plaintiffs prove the amount of compensatory damages suffered by each  
28 Retired Player GLA Class member without resorting to speculation or guesswork?

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Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer to Question 8 is "No," you may end your deliberations. If your answer to Question 8 is "Yes," proceed to Question 9.

9. What is the amount of compensatory damages, if any, that you find Plaintiffs have proven that the Retired Player GLA Class members suffered as a result of Defendants' breach of contract and/or breach of fiduciary duty (enter a dollar amount)?

\$ \_\_\_\_\_

Proceed to the end of this form.

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\* \* \*

You have now completed the Special Verdict Form. Please review the form to make sure that each question that requires an answer has been answered. The foreperson should then sign and date the form and return it to the Court.

Dated: \_\_\_\_\_

Jury Foreperson