

**Exhibit B**  
**to the**  
**Declaration Of Ronald S. Katz In Support Of**  
**Class Counsels' Application For Fees, Expenses,**  
**And An Incentive Payment For Class**  
**Representative, Herbert Adderley**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT  
SAN FRANCISCO DIVISION

BERNARD PAUL PARRISH, HERBERT  
ANTHONY ADDERLEY, and WALTER  
ROBERTS, III, on behalf of themselves and all  
others similarly situated,

Plaintiffs

vs.

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

Defendants.

CIVIL ACTION NO. C07 0943 WHA

**NOTICE OF PENDENCY OF CLASS  
ACTION**

**This notice may affect your legal rights.**

**Please read it carefully.**

**NOTICE OF PENDENCY OF CLASS ACTION**

**TO: All retired NFL players who executed a group licensing authorization form (“GLA”) with the NFLPA that was in effect at any time between February 14, 2003 and February 14, 2007 and which contains the following language: “[T]he moneys generated by such licensing of retired player group rights will be divided between the player and an escrow account for all eligible NFLPA members who have signed a group licensing authorization form.”**

**I. Introduction**

The purpose of this Notice is to inform you of the existence of a lawsuit against the NFLPA and PLAYERS INC in which you are a class member of the plaintiff class and to advise you of how your rights may be affected by this lawsuit, so that you can make an informed decision as to whether you should remain in the class action.

**II. Description of the Lawsuit**

Plaintiff Herbert Adderley alleges that the GLAs signed by himself and certain other retired NFL players promised an equal share of an escrow fund derived from revenues PLAYERS INC received from third-party licensees. Plaintiff Adderley further alleges that the Defendants executed several licensing agreements from which the GLA Class should have been compensated. Plaintiff Adderley believes that the Defendants’ failure to compensate the GLA Class is both a breach of contract and breach of fiduciary duty. Plaintiff Adderley also believes that Defendants’ failure to adequately represent those that signed GLAs is a further breach of fiduciary

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duty. More specifically, Plaintiff Adderley believes that the Defendants have repeatedly breached their fiduciary duties to Adderley and the GLA class by (i) failing to accurately report group licensing revenues to members of the GLA Class; (ii) failing to distribute revenues to the members of the GLA Class that should have been distributed and were owed to them; (iii) misappropriating funds that should have been paid to Adderley and the GLA Class; and (iv) placing themselves in a position of conflict of interest and acting adversely to the interest of retired NFL players who signed a GLA.

The NFLPA and Players Inc ("the Defendants") deny all claims against them. The NFLPA and Players Inc contend that (1) Adderley and the GLA Class received all money generated from the licensing of their retired player group licensing rights; and (2) all of the money that Adderley and the GLA Class are claiming in this action is money that was paid in exchange for the group licensing rights of active - not retired - players. Defendants contend that neither Adderley nor any GLA Class member has a viable legal claim for money generated by the group licensing rights of other persons. The NFLPA and Players Inc further deny that they breached fiduciary obligations, if any, to Adderley or any GLA Class member.

The Court has not yet determined whether Plaintiff Adderley's or the Defendants' contentions are correct.

### **III. Class Action Ruling/Definition**

The Court has granted the plaintiffs' motion that this lawsuit may be maintained by representative Plaintiff Adderley on behalf of the following class:

All retired NFL players who executed a group licensing authorization form ("GLA") with the NFLPA that was in effect at any time between February 14, 2003 and February 14, 2007 and which contains the following language: "[T]he moneys generated by such licensing of retired player group rights will be divided between the player and an escrow account for all eligible NFLPA members who have signed a group licensing authorization form."

Counsel for the class are: Ronald S. Katz, Manatt, Phelps & Phillips, LLP, 1001 Page Mill Road, Building 2, Palo Alto, CA 94304-1006 and Lewis T. LeClair, McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, TX 75201.

### **IV. Legal Effect of Class Membership**

If you fall within the definition of the plaintiff class, you will automatically become a class member in this lawsuit. **If you wish to be a member of the plaintiff class in this case, you do not need to do anything further at this time, and you should NOT file an exclusion request.**

As a class member:

- You will be represented by the named class representatives and the attorneys representing the class. You will not be charged for this representation. If the plaintiffs win, plaintiffs' counsel will ask the Court that they be compensated based on a reasonable percentage of the total benefits to the class. However, you may enter an appearance through your own attorney by mailing a Notice of Appearance to the Clerk of the Court, 450 Golden Gate Ave., 16<sup>th</sup> Floor, Rm 161111, San Francisco, CA 94102. You may also move the Court for permission to appear as named class co-representative.

- You will receive notice of any ruling affecting your membership in the class and notice of any proposed settlement or dismissal of class claims or any judgment rendered.

- **Your claims will be governed by the law of either Virginia or Washington, D.C., as determined by the Court, not California law or the law of your specific state residence (unless that is Virginia or Washington, D.C. whichever is selected by the Court).**

- You will be bound by any judgment or other final disposition of the class lawsuit, whether that disposition is favorable or not.

- You will participate, upon meeting any prerequisites set by the Court, in a distribution of any monetary damages recovered in the litigation.

- You will be deemed, as discussed below, to have consented to the disclosure of certain personally identifiable information about you from the NFLPA's or Players' Inc.'s records to counsel for the class so they may represent you and determine the amount of any monetary recovery to which you may be entitled.

#### **V. Your Legal Representation as a Class Member**

Should you choose not to file a Request for Exclusion, and therefore to remain a class member in this action, your interests will be represented by Plaintiff Adderley, through his attorneys, as counsel for the class, as set forth below:

Ronald S. Katz	Lewis T. LeClair
Manatt, Phelps & Phillips, LLP	McKool Smith, P.C.
1001 Page Mill Road, Building 2	300 Crescent Court, Suite 1500
Palo Alto, CA 94304-1006	Dallas, TX 75201

You may also be represented by your own attorney, if you so choose.

#### **VI. Your Right Not to Participate in This Lawsuit (Right to Opt Out)**

If you want to be excluded from the class, you must send a written notice of your intent to exclude yourself from the class, with the information requested below, by mail postmarked no later than August 15, 2008 to: Retired Player Class Action Administrator, c/o The Garden City Group, Inc., P.O. Box 91047, Seattle, WA 98111-9147. Please include your full name, your current mailing address, phone number, e-mail address, and a statement that you wish to be excluded from the *Adderley vs. NFLPA and PLAYERS INC* lawsuit. The sender bears the responsibility for any delay in delivery and non-delivery.

The choice to exclude yourself from the class has certain consequences, and you may wish to consult an attorney regarding this choice. **If you elect to be excluded: (1) you will not be bound by any judgment in the case and will retain any claims you may have against the NFLPA and PLAYERS INC, subject to applicable statutes of limitations or other defenses; and (2) you will not share in any monetary or other recovery that might be paid to retired players if the class representative is successful in trial or from any settlement.**

## **VII. Additional Information**

If you have any questions concerning the matters in this notice, or if you have corrections or changes to your name or address (so future notices about this case will reach you), please write to the Notice Administrator at: Retired Player Class Action Administrator, c/o The Garden City Group, Inc., P.O. Box 91047, Seattle, WA 98111-9147. You may also contact the Notice Administrator toll-free at 1 (866) 697-5552 or visit [www.RetiredPlayerClassAction.com](http://www.RetiredPlayerClassAction.com).

**DO NOT CALL OR WRITE THE COURT.**

## **VIII. Change of Address**

If you move after receiving this notice, or if it was improperly addressed, you should supply your name and correct street address and telephone number to the Notice Administrator at the above address. THIS IS IMPORTANT SO THAT FUTURE NOTICES REACH YOU.

## **IX. Court Authorization**

This Notice and its contents have been authorized by the Honorable William Alsup of the U.S. District Court for the Northern District of California. The Court takes no position on the merits of plaintiff's claims or defendants' defenses.