

Exhibit A

**In Support of the
Declaration of Lewis T. LeClair**

McKool Smith

A PROFESSIONAL CORPORATION • ATTORNEYS

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February 12, 2007

BY FEDERAL EXPRESS

Mr. Bernard Parrish
4129 NW 32nd Street
Gainesville, FL 32605

Mr. Herbert Adderley
1058 Tristram Circle
Mantua, NJ 08051

RE: Class Action Lawsuit Against the NFL Players Association and Players Inc.

Dear Bernie and Herb:

We are pleased to confirm McKool Smith's (the "Firm's") representation of you (the "Clients") as individuals and as representatives of a class of similarly situated retired National Football League ("NFL") players in connection with claims to be asserted in a class action lawsuit against the NFL Players Association ("NFLPA") and Players Inc. ("Players"). Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters we agree to handle on your behalf or at your direction. It is the Firm's policy to set forth at the beginning of our representation the scope and terms of our representation and the manner in which we plan to bill for our legal services, related ancillary services and disbursements advanced by the firm. We believe that a clear understanding of these matters is helpful in maintaining a harmonious, professional relationship. I encourage you to consider carefully the contents of this letter and to ask any questions that you have about the terms of the letter.

Each of the lawyers in the Firm has, through experience and training, developed certain expertise. In order to provide you with cost-effective legal service, it is our practice, as time and work schedules permit, to refer matters internally to those individuals who can perform the highest quality work at the lowest cost. In addition, we employ staff members who are not licensed to practice law, but who are capable of performing (under the supervision of a licensed attorney) legally related tasks requiring a lower level of experience or expertise so as to facilitate the most efficient rendering of services. As a result, in addition to my services, you will find services being performed by other individuals within the Firm. While I certainly do not expect that you will find the legal representation of our firm unsatisfactory in any respect, I do encourage you to discuss any problems that may arise so that we may resolve them promptly.

ATTORNEY'S FEES

A. Clients hereby acknowledge that Attorneys will be seeking a contingent fee interest in the Litigation Proceeds (defined below) received on behalf of the class. Clients fully understand that, in exchange for the services of Attorneys in this matter, Client will be assigning over, transferring, and conveying a contingency fee interest to Attorneys in an amount to be awarded by the Court.

B. Attorneys are expressly authorized to apply to any court for the maximum amount of compensation, costs and Litigation Expenses allowed to Client by law and to receive any such amounts awarded as compensation for their services hereunder.

C. The term "Litigation Proceeds" shall refer to a sum of money equal in amount to the full fair market value of all relief obtained or received by the Client as a proximate result of the Claims including, but not limited to, compensatory damages, exemplary damages, attorney's fees, prejudgment interest, and post judgment interest (whether through trial or settlement of any Claim). The Parties agree that the fair market value of any relief obtained or received includes the present value of any amount of money that is to be paid out to the Client over any period of time.

The term "Litigation Proceeds" also includes the full fair market value of all monies and everything of value (expressed in dollars) recovered, received or obtained as a result of any settlement or recovery. Such things of value include, but are not limited to, the value of any business deal or transaction entered into by the Client with any of the defendants in the lawsuit. For example, if there is any type of agreement or settlement whereby the insurance carrier or its affiliates, instead of, or in addition to, paying money or property, makes an agreement with Client to provide something of benefit, then Attorneys would be entitled to their respective percentage of the full fair market value of the business deal.

EXPENSES AND COSTS

It is further agreed that all reasonable and necessary costs and expenses of litigation and other proceedings, including without limitation deposition costs, record retrieval, witness expenses, site investigations, expert fees, filing fees, postal and delivery costs, travel and transportation costs, lodging and meals, and telephone, facsimile, and photocopy charges shall be advanced by Attorneys, to be paid out of the Client's proceeds and percentage of any settlement or judgment on the Claims. In the event of a recovery, Attorneys' fees shall be calculated by multiplying the applicable percentage to the gross proceeds without any deduction for expenses or costs, and Attorneys shall be entitled to recover their fees as so calculated, plus reimbursement of all costs and expenses advanced by Attorneys. If no recovery is made, Clients shall not be obligated to repay Attorneys their advances of the expenses and costs.

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SETTLEMENT DECISIONS

The Client authorizes Attorneys to compromise, settle and receive for and in Client's name, all damages or property to which Client may become entitled by reason of the Claims. Attorneys agree to consult Client about any decision to compromise or settle the Claims, and Attorneys will not compromise or settle Client's individual Claims without Client's approval and consent. However, in the event the case is certified as a class action, Attorneys shall have the authority to negotiate a compromise and settlement agreement of any or all Claims and present and recommend it to the court with or without the Client's consent or over Client's objections.

COOPERATION OF CLIENT

Client agrees to keep Attorneys advised of any change of address, to appear at deposition and Court appearances, and to find and deliver necessary documents to Attorneys given reasonable notice.

PERMISSION TO WITHDRAW

The Client agrees that Attorneys may withdraw from its representation of the Client in connection with any lawsuit or licensing negotiation if:

(a) the Client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument of an extension, modification, or reversal of existing law;

(b) the Client insists that Attorneys pursue a course of conduct that is illegal or that is prohibited under the State Bar Rules;

(c) Attorneys determine, in their sole discretion, after further investigation of the facts, that the Claims should not be pursued further.

In the event that Attorneys withdraw from representation pursuant to the applicable provisions of this Agreement, the Client agrees to sign all necessary documents to facilitate the withdrawal of Attorneys from such representation immediately after written notification to the Client by Attorneys of the intention to withdraw. If Attorneys withdraw from representation pursuant to the applicable provisions of this Agreement (except for subparagraph (c) in the preceding paragraph of this Agreement, in which case the Law Firm shall be entitled to no contingent interest) such withdrawal shall not in any way eliminate the Attorneys' ownership of a contingent interest in the outcome of any of the Claims. If Attorneys cease to represent the Client pursuant to any provision of this Agreement, then Attorneys shall no longer be liable to Client or to any third party for any costs or expenses incurred after the date of the termination of Attorneys' representation.

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CO-COUNSEL

Client fully consents that Attorneys may choose to employ or associate one or more additional attorneys to prosecute the Claims, in Attorneys' professional judgment. Clients agree to the terms of the Co-Counsel Agreement attached hereto as Exhibit "A." Clients represent that they have not currently employed another attorney for this matter, nor assigned any part of the Claims to any other party.

JOINT REPRESENTATION AND CONFLICTS OF INTEREST

If in our sole discretion we determine in the future that a conflict precludes further joint representation, we may not be able to continue our representation of the group. Under such circumstances, each of you would be required to retain your own independent counsel. Of course, each of you has the right at any time to obtain separate counsel to monitor and advise you separately with respect to any matter on which we are advising you to avoid the possibility that our advice to the group may be adverse to your individual interests.

Any one of you may from time to time require legal services with respect to individual matters. Each of you understands and acknowledges that we will be able to represent individual members of the group in any matter in which we are not also representing the group and in which neither the group nor any of the other members has an interest.

Although communication between us in connection with our joint representation of you generally will be privileged and protected from disclosure to any third parties, such communications would not be deemed privileged or confidential in any dispute among you. Moreover, none of you may ask us to withhold from the others any information you provide us in connection with our joint representation of the group.

NO GUARANTEE OF RESULTS

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employees of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our prior written consent.

TEXAS LAW

It is expressly understood and agreed that this Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.

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PARTIES BOUND

This Agreement shall be binding upon the parties hereto, their respective heirs, assigns, successors, administrators, representatives, and executors.

SEVERABILITY AND ENFORCEABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held by a Court to be invalid or unenforceable, such a holding will not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision has never been contained herein.

SOLE AGREEMENT

This Agreement represents the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties of their legal predecessors respecting the subject matter. The scope of Attorneys' responsibilities shall not be expanded in any way unless specifically set forth in writing between the parties.

MISCELLANEOUS

The provisions of this Agreement constitute a Power of Attorney coupled with an interest and shall survive and not be affected by the subsequent disability or incapacity of the Clients.

It is expressly understood and agreed that the mutual promises contained herein are the sole consideration for this Agreement; that said considerations are contractual and not mere recitals; and that all agreements and understandings between the Parties are embodied and expressed herein.

The Parties agree to execute such other documents as might be reasonably necessary or appropriate to consummate and implement the terms of this Agreement.

This Agreement may not be modified or amended except by a subsequent Agreement in writing signed by the Parties. The Parties may waive any of the conditions contained herein or any of the obligations of any other party. Any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

The Clients acknowledge that prior to signing this Agreement, the Clients were given the option of retaining Attorneys to prosecute the Claims on a normal hourly rate (plus costs and expenses incurred) basis but elected instead to retain Attorneys to prosecute the Claims pursuant to the terms and conditions of this contract.

DISCLOSURE STATEMENT TO CLASS REPRESENTATIVE

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This statement is made by McKool Smith, P.C. The purpose of this statement is to inform you of certain matters relating to your decision to act as representative of a class of plaintiffs in a lawsuit brought against the NFLPA and Players (collectively, "the defendant(s)"). The purpose of the lawsuit is to recover compensation to which you may be entitled as a result of your mistreatment by the defendant(s).

By agreeing to serve as a representative, you are authorizing your lawyers to file and prosecute a class action on your behalf. A class action is a lawsuit in which your claims against the defendant(s) and the claims of other persons against the defendant(s) will be tried together. Although the exact number of potential class members is not presently known, your lawyers believe that hundreds or thousands of people may be eligible to join the class.

Your lawyers believe that a class action is the best vehicle for prosecuting your claims for damages against the defendant(s).

Your lawyers believe a class action will enable them and you to bring the greatest amount of pressure to bear on the defendant(s) and, thereby, to recover from the defendant(s) the largest possible monetary award, by judgment or settlement, in satisfaction of your claims.

Your lawyers also believe a class action will enable them to establish the entire course of the defendant(s) misconduct more fully than a lawsuit waged solely on your behalf would permit. This fuller demonstration, your lawyers believe, will make it easier to prove the defendant(s) liability, will increase the likelihood of recovering punitive damages the defendant(s) have to pay.

Your lawyers further believe a class action holds out the promise of a return large enough to justify the investments of time, energy, and resources a successful lawsuit against the defendant(s) will require, whereas your own claim would not, by itself, justify the commitment of resources needed to litigate against the defendant(s) successfully.

Finally, your lawyers believe a class action will reduce your litigation expenses, enabling you to keep a larger portion of any monies covered from the defendant(s) for yourself after those expenses are paid. In a class action, each class member pays a share of the litigation costs incurred by the class. By suing with other class members and sharing expenses with them, your lawyers believe you (and all class members) will save money.

Your lawyers cannot and do not guarantee that you will recover compensation from the defendant(s). Whether you sue for yourself alone or on behalf of a class, there is always a risk of nonrecovery. Although your lawyers believe you have a strong claim for compensation, they cannot and do not guarantee that a favorable result, by settlement or judgment, will be achieved.

It is important for you to understand that the decision to file a class action may and probably will affect the way your lawyers prosecute your claims. If the court decides to permit

the lawsuit to proceed as a class action, your lawyers will not be able to put your interests ahead of those of other class members. Your lawyers will have to respect equally the interests of all class members. Since your attorneys represent the entire class, your attorneys are required to make litigation and settlement recommendations based upon the interests of the entire class.

Because the contemplated litigation may be certified as a class action, you, the other named Plaintiffs, and the class members will be jointly represented by the Attorneys. You hereby consent to such common representation after having had the opportunity to consult with your own individual lawyers and after considering the potential advantages, disadvantages, nature, implications, and possible adverse consequences of such common representation. Such disadvantages would include the following. When there is common representation, any confidential communications between one of the class clients and the Attorneys will be disclosed to the other class clients. Each class client will not have an advocate whose sole function is the promotion of that class client's particular interests. A conflict might possibly arise between or among the class clients if, for example, one class client wishes to settle on certain terms and another class client is unwilling to do so. The advantages of common representation include those set forth above. In addition, common representation usually reduces complication and frequent communications with other counsel and facilitates strategic planning and the preparation and presentation of claims and defenses. A jury may respond more positively to joint plaintiffs with common representation in many matters. At any time, any of the clients may terminate the common representation and engage separate counsel (with Court approval, if a class action has been certified).

With these issues in mind, you hereby waive the right to object to the common representation of the proposed class representatives and the entire potential Plaintiff class by the Attorneys in the contemplated litigation. You hereby consent to the common representation of all proposed class representatives and the Plaintiff class by the Attorneys.

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with the information about how to file a complaint. Please call 1-800-932-1900, toll-free, for more information.

NO TAX OR ESTATE PLANNING ADVICE

Client agrees that the Firm does not assume responsibility for advising Client about community property issues, tax consequences or deductibility of any recovery or expenses, or estate planning or investment issues with regard to the payment of any claimed amount or recovery if any, or administrative benefits and/or remedies available to Client due to disability. The attorneys make no representations or guarantees regarding the tax consequences of any

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payment or recovery obtained on behalf of the Client, and are offering no tax advice with regard to these matters. Client agrees to rely on other advisers for advice on those matters, and Client acknowledges that the Firm has informed the Client that the Client should seek such advice in this case and that this case could have unanticipated financial or tax consequences for the Client.

ARBITRATION OF DISPUTES

It is expressly understood and agreed that this Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas. All claims, disputes, or other differences between Client and the Firm or any of its attorneys regarding the above-referenced litigation, our engagement or services related thereto, or this Agreement shall first be referred to a business person selected jointly by you and the Firm. The parties shall explain their respective claims, disputes, or differences to the business person selected who shall render a non-binding recommendation to them for resolving such claims, disputes, or differences. If the parties are unable to agree on a business person, or if, at least, one of the parties is unwilling to accept and abide by the non-binding recommendation of the business person, then any and all such claims, disputes, or differences shall be exclusively resolved by binding arbitration pursuant to the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with arbitration to occur at Dallas, Texas. The arbitration shall be before a single arbitrator selected from the complex business or commercial cases panel of the AAA, and each party shall bear its own attorney fees and costs in connection with the arbitration, including the costs of the AAA and the arbitrator, which shall be equally divided. The AAA shall, promptly after receipt of a demand for arbitration from one of the parties, proceed to select the arbitrator. In doing so, the AAA shall submit a list of 5 potential arbitrators to the parties who, within five days thereafter, shall be entitled to strike two names and rank the remaining names. **You acknowledge that you have been advised by independent counsel that submission to binding arbitration typically results in the waiver of significant rights, including the waiver of the right to file a lawsuit in a different venue, waiver of the right to a jury trial, the possible waiver of broad discovery, and the loss of the right to appeal.** In the event that, for any reason, the arbitration provision set forth in this paragraph is deemed to be unenforceable, such unenforceability shall have no effect on any other provision of this Agreement and the parties in such event shall be free to pursue whatever other remedies are otherwise available to them.

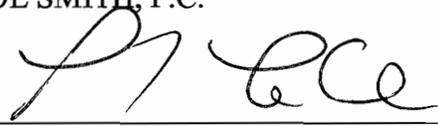
Because we are a party to this Agreement and have a material economic interest in it, we have a conflict of interest and cannot give you any advice with respect to it. We therefore strongly advise you to seek independent legal representation regarding this Agreement and the arbitration provision contained in it. In signing this agreement, you acknowledge that you have been advised to seek independent legal and business advice with respect to this agreement and that you have either sought and obtained such advice or deliberately refrained from doing so.

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If, after review of this letter, you find the foregoing to be acceptable, I request that you sign and return the original to me, which, when executed, will indicate your agreement to these terms and will authorize us to undertake legal services on the terms set forth herein.

Sincerely,

McKOOL SMITH, P.C.

By: 

Lewis T. LeClair

AGREED AND APPROVED:

Bernard Parrish

By: _____
Bernard Parrish

Herbert A. Adderley

By: Herbert A. Adderley
Herbert A. Adderley