

Exhibit B
to
Plaintiffs' 8/4/09 Letter to the Court

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

Case No. C 07-00943 WHA

NATIONAL FOOTBALL LEAGUE)
PLAYERS INCORPORATED, et al.,)

Defendants

ORDER PRELIMINARILY APPROVING PROPOSED SETTLEMENT

Upon review and consideration of the Settlement Agreement dated June 5, 2009, executed on behalf of Plaintiffs and the Class (as defined) by Class Plaintiffs' Lead Counsel, and on behalf of Defendants National Football League Players Association ("NFLPA") and National Football League Players Incorporated d/b/a Players Inc ("Players, Inc.") (collectively "Defendants") by their counsel, and the exhibits attached thereto (the "Settlement Agreement"), it is hereby **ORDERED** as follows:

PRELIMINARY APPROVAL OF SETTLEMENT

1. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration thereof at the Settlement Hearing provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness so that notice of the proposed settlement should be given as provided in Paragraphs 2 and 3 of this Order.

2. Within twenty (20) days after the date of the entry of this Order, Class Plaintiffs' Lead Counsel shall cause copies of the Notice of Proposed Settlement and Settlement Hearing, substantially in the form attached as Exhibit 3 to the Notice of Motion and Motion for Preliminary Approval of Settlement, to be distributed to all Class Members.

3. Class Defendants' Lead Counsel shall cause to be published a notice on a link located in a noticeable position on the front page of their website as a way of dissemination of the Notice of Settlement. These publications will be carried out as soon after the date of this Order as is reasonably practicable, and in all events, within twenty (20) days of the date of this Order.

4. Prior to the Settlement Hearing, Class Plaintiffs' Lead Counsel and Defendants' Lead Counsel shall serve and file a sworn statement attesting to compliance with the provisions of paragraphs 2 and 3 of this Order.

5. The actions set forth in paragraphs 2 and 3 of this Order are hereby found to be reasonably calculated to provide direct notice to all Class Members and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Settlement Hearing to all persons affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23 and due process.

**FEE AND EXPENSE PETITION AND MOTIONS FOR FINAL
APPROVAL AND APPROVAL OF PROPOSED PLAN OF ALLOCATION**

6. No later than thirty-five (35) days before the Settlement Hearing, Class Plaintiffs' Lead Counsel shall file a motion for final approval of the Settlement, a motion for approval of their proposed plan of allocation of net settlement proceeds to the Class ("Distribution Plan"), and their final application for attorneys' fees and expenses (the "Fee and Expense Petition").

THE SETTLEMENT HEARING

7. A hearing on final settlement approval (the "Settlement Hearing") is hereby scheduled to be held before the undersigned on [REDACTED] at [REDACTED] [a.m. / p.m.] in Courtroom 9, 19th Floor, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco 94102, to consider: (a) the fairness, reasonableness and adequacy of the proposed settlement; (b) the dismissal of the Actions with prejudice as to Defendants and the entry of final Judgment in the Actions; (c) whether the Distribution Plan should be approved; and (d) whether an award of attorneys' fees, costs and expenses should be made to Class Counsel.

8. Any Class Member may appear at the Settlement Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness and adequacy of the proposed settlement, the dismissal of the Actions with prejudice as to Defendants and the entry of Judgment, and the requested award of attorneys' fees and expenses; provided, however, that no person shall be heard in opposition to such settlement, dismissal and/or entry of Judgment, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless on or before [REDACTED] [21 days prior to the Settlement Hearing], such person: (a) files with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition to the proposed settlement, the dismissal of claims and/or the entry of Judgment and any documentation in support of such opposition, and (b) serves copies of such notice, statement and documentation, as well as any other papers or briefs that such person files with the Court, either in person or by mail, upon the following counsel:

Ronald S. Katz
Manatt, Phelps & Phillips, LLP
101 Page Mill Road, Building 2
Palo Alto, CA 94304-1006
Class Plaintiffs' Lead Counsel

David A. Barrett
Latham & Watkins LLP
555 Eleventy Street, N.W., Ste. 1000
Washington, D.C. 20004
Counsel for the Defendants

9. Responses to any objection or opposition to the proposed settlement, or other matters to be considered at the hearing, shall be filed no later than seven (7) days prior to the Settlement Hearing.

10. The date and time of the Settlement Hearing shall be set forth in the Notice but shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted at the Court or on the Court's website at www.cand.uscourts.gov/.

OTHER PROVISIONS

11. Terms used in this Order that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Order as defined in the Settlement Agreement.

12. The Court approves the establishment of the Escrow Account under the Settlement Agreement and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the Escrow Account.

13. In the event that the Settlement is terminated in accordance with the provisions of the Settlement Agreement, the settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of the Defendants and the Class Members.

14. All proceedings in the Class Action are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters Judgment as provided in the Settlement Agreement.

SO ORDERED:

Dated: _____, 2009

Hon. William Alsup
United States District Judge