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12 *Attorneys for Plaintiffs*

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 HERBERT ANTHONY ADDERLEY, on  
behalf of himself and all others similarly  
18 situated,

19 Plaintiffs,

20 vs.

21 NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION, a Virginia  
22 corporation, and NATIONAL FOOTBALL  
LEAGUE PLAYERS INCORPORATED  
23 d/b/a PLAYERS INC., a Virginia  
corporation,

24 Defendants.  
25

CIVIL ACTION NO. C07 0943 WHA

**DECLARATION OF RONALD S. KATZ IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF SETTLEMENT AND OF  
PROPOSED PLAN OF DISTRIBUTION**

Date: Thursday, November 19, 2009

Time: 2:00 p.m.

Judge: Honorable William H. Alsup

Place: Courtroom 9, 19th Floor

1 I, Ronald S. Katz, declare as follows:

2 1. I am an attorney duly licensed to practice law before the Courts of the State of  
3 California and am a counsel of record in this matter. I am a partner with the law firm of Manatt,  
4 Phelps and Phillips, LLP (“Manatt”), and served as lead counsel for my firm and co-counsel for  
5 plaintiff Herb Adderley and the certified class in this action. I am submitting this Declaration in  
6 support of Class Counsels’ motion for final approval of the settlement agreement. The following  
7 declaration is based upon my personal knowledge. If called as a witness I could and would  
8 competently testify to the facts set forth herein.

9 2. On August 18, 2009, this Court issued an Order (the “Order”) preliminarily  
10 approving the Settlement Agreement between Plaintiff and Defendants. Subsequent to the Order,  
11 I caused the Claims Administrator, Garden City, to distribute copies of the Notice by first class  
12 mail to Class Members. Attached hereto as Exhibit 1 is a true and correct copy of the Notice of  
13 Class Action Settlement that was sent to the Class Members. Accompanying the Notice was the  
14 Proposed Plan of Distribution. Attached hereto as Exhibit 2 is a true and correct copy of the  
15 Proposed Plan of Distribution.

16 3. Class Counsel also caused Garden City to establish and maintain a 24-hour toll-  
17 free telephone helpline where Class Members could obtain information about the settlement. In  
18 addition, Class Counsel caused Garden City to establish and maintain an official website at  
19 [www.retiredplayerclassaction.com](http://www.retiredplayerclassaction.com).

20 4. Class Counsel is aware that Defendants have published on the front page of their  
21 website a link to the Notice. Attached hereto as Exhibit 3 is a true and correct copy of a screen  
22 shot from the home page of Defendants’ website located at [www.nflplayers.com](http://www.nflplayers.com).

23 5. The jury verdict and resultant judgment in this case was the result of nearly two  
24 years of vigorous and hard-fought litigation. During this time, Class Counsel spent thousands of  
25 hours of attorney and paralegal time analyzing hundreds of thousands of pages of documents;  
26 taking and defending multiple depositions across the country; drafting numerous briefs and  
27 motion papers, most of which were drafted in response to motions filed by Defendants; battling  
28 over class certification and pleading amendments, including a motion for summary judgment and

1 motions to decertify the class; participating in numerous court hearings; consulting repeatedly  
2 with damage and sports economics experts; and conducting a three-week jury trial.

3 6. Soon after the jury returned a verdict in favor of the retired players and against  
4 Defendants, counsel for Defendants told the press that the verdict was “unjust” and that  
5 Defendants were “confident it would be overturned.” Attached hereto as Exhibit 5 is a true and  
6 correct copy of an article published by the Associate Press on November 11, 2008. In January  
7 2009, counsel for Defendants re-affirmed his position. Attached hereto as Exhibit 6 is a true and  
8 correct copy of an article published by the New York Times on January 31, 2009.

9 7. The settlement in this case was reached by experienced, fully-informed counsel  
10 after many years of litigation and even a jury trial. It also took months of continuous arm’s length  
11 negotiations to reach terms on which both parties could agree. Attached collectively hereto as  
12 Exhibit 4 is a true and correct copy of the Settlement Agreement between the parties dated June 5,  
13 2009, as well as a true and correct copy of the Amendment to Settlement Agreement and Release  
14 Agreement executed on August 4, 2009.

15 8. Based on a number of factors – including my knowledge of and familiarity with  
16 this case, the potential risk that the judgment could be overturned or reduced on appeal, and the  
17 fact that the settlement amount is only \$1.85 million less than the amount of the jury verdict – I  
18 believe that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of  
19 the GLA Class.

20 9. An overwhelming number of the retired players who have contacted me and my  
21 colleagues about the settlement have indicated their approval.

22 I declare under penalty of perjury under the laws of the United States of America that the  
23 foregoing is true and correct to the best of my knowledge.

24 Signed this 15th day of October, 2009, at Palo Alto, California.

25 /s/ Ronald S. Katz  
26 Ronald S. Katz  
27  
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