

Exhibit B
To The
Declaration Of Ryan S. Hilbert In Support Of
Class Counsels' Response To November 17, 2009
Order

Dewey & LeBoeuf LLP
1950 University Avenue
East Palo Alto, California 94303-2225

1 Mark Malin (Bar No. 199757)
mmalin@dl.com
2 DEWEY & LEBOEUF LLP
1950 University Avenue, Suite 500
3 East Palo Alto, CA 94303
Tel: (650) 845-7000; Fax: (650) 845-7333
4

5 Jeffrey L. Kessler (*pro hac vice*)
jkessler@dl.com
David G. Feher (*pro hac vice*)
6 *dfeher@dl.com*
Eamon O'Kelly (*pro hac vice*)
7 *eokelly@dl.com*
DEWEY & LEBOEUF LLP
8 1301 Avenue of the Americas
New York, NY 10019
9 Tel: (212) 259-8000; Fax: (212) 259-6333

10 Kenneth L. Steinthal (*pro hac vice*)
kenneth.steinthal@weil.com
11 Claire E. Goldstein (Bar No. 237979)
claire.goldstein@weil.com
12 WEIL, GOTSHAL & MANGES LLP
201 Redwood Shores Parkway
13 Redwood Shores, CA 94065
Tel: (650) 802-3000; Fax: (650) 802-3100
14

15 Bruce S. Meyer (*pro hac vice*)
bruce.meyer@weil.com
16 WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153
17 Tel: (212) 310-8000; Fax: (212) 310-8007

18 Attorneys for Defendants National Football League Players Association
and National Football League Players Incorporated d/b/a Players Inc
19

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

21 BERNARD PAUL PARRISH, HERBERT
22 ANTHONY ADDERLEY, WALTER
23 ROBERTS III,

24 Plaintiffs,

25 v.

26 NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION and NATIONAL
FOOTBALL LEAGUE PLAYERS
27 INCORPORATED d/b/a/ PLAYERS INC.

28 Defendants.

Case No. C 07 00943 WHA

**NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION'S
RESPONSES AND OBJECTIONS
TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant
 2 National Football League Players Association (“NFLPA”) hereby responds and objects to
 3 Plaintiffs’ First Set of Interrogatories to Defendant NFLPA (collectively, the “Interrogatories,”
 4 and individually, an “Interrogatory”), dated November 20, 2007.

5 **PRELIMINARY STATEMENT**

6 The following responses and objections are based upon the information currently
 7 known and available to the NFLPA, including information ascertained pursuant to the NFLPA’s
 8 reasonable inquiry in response to each Interrogatory. Discovery and investigation are in the
 9 preliminary stages and are ongoing, and may disclose the existence of additional information
 10 responsive to the Interrogatories. The NFLPA reserves the right to amend or supplement these
 11 responses and objections as additional information is discovered, revealed, recalled or otherwise
 12 ascertained. The NFLPA further reserves the right to amend these responses and objections in
 13 light of any future rulings by the Court. The NFLPA specifically reserves the right to utilize
 14 subsequently discovered information or evidence at trial.

15 The NFLPA’s responses and objections to any Interrogatory shall not waive any
 16 objections by the NFLPA, in this or in any subsequent proceeding, on any grounds, including
 17 objections as to the competency, relevancy, materiality, privilege or admissibility of the
 18 responses, or the subject matter thereof.

19 **GENERAL OBJECTIONS**

20 The NFLPA asserts the following general objections with respect to each of the
 21 Interrogatories:

22 1. The NFLPA objects to the Interrogatories, including the General
 23 Instructions, to the extent that they purport to impose obligations beyond those imposed by the
 24 Federal Rules of Civil Procedure, the Local Rules of the Northern District of California, an
 25 applicable Order of this Court, or any other applicable rules or statutes.

26 2. The NFLPA objects to the Interrogatories to the extent that they seek
 27 information subject to the attorney-client privilege, the work-product doctrine, or any other
 28 applicable evidentiary or other privilege, immunity or restriction. Any response is made without

Dewey & LeBoeuf LLP
 1950 University Avenue, Suite 500
 East Palo Alto, California 94303-2225

Dewey & LeBoeuf L.L.P.
1950 University Avenue
East Palo Alto, California 94303-2225

1 waiver of any privilege, claim of confidentiality, or other objection. Insofar as any response by
2 the NFLPA may be deemed to be a waiver of any privilege or right, such waiver shall be deemed
3 to be a limited waiver with respect to that particular information only.

4 3. The NFLPA objects to the Interrogatories to the extent that they seek
5 information constituting or containing trade secrets, competitively sensitive information or other
6 non-public confidential or proprietary information. The NFLPA agrees to disclose such
7 information only pursuant to the terms of the protective order that has been so-ordered by the
8 Court in this action.

9 4. The NFLPA objects to the Interrogatories to the extent that they seek
10 responses that are not relevant to the subject matter of this action and not reasonably calculated
11 to lead to the discovery of admissible evidence. As set forth in the next paragraph, this objection
12 includes, but is not limited to, Interrogatories calling for information outside the applicable
13 statutes of limitations.

14 5. The NFLPA objects to the Interrogatories to the extent that they call for
15 responses relating to any asserted conduct by the NFLPA prior to February 14, 2003, the
16 commencement of the earliest applicable statutes of limitations for any claim asserted in the
17 Third Amended Complaint.

18 6. The NFLPA objects to the Interrogatories to the extent they call for
19 information outside the scope of the claims of the putative class representatives.

20 7. The NFLPA objects to the Interrogatories to the extent that they are vague,
21 ambiguous, overly broad in scope, confusing or unduly burdensome.

22 8. The NFLPA objects to the Interrogatories to the extent that they seek
23 information not in the NFLPA's possession, custody or control. The NFLPA construes each
24 Interrogatory as requiring it to engage in a reasonable search for responsive information within
25 its possession, custody or control.

26 9. The NFLPA reserves all objections or other positions it may have as to the
27 competency, relevance, materiality, privilege, or admissibility of any information produced in
28 response to the Interrogatories for any purpose whatsoever.

1 **RESPONSES AND SPECIFIC OBJECTIONS**

2 The NFLPA expressly incorporates each of the above general objections in its
3 response to each specific Request as if fully set forth therein.

4 **INTERROGATORY NO. 1**

5 IDENTIFY each retired NFL player who signed a GLA that contains identical
6 printed text to the GLA attached hereto as Exhibit A and that was in effect during the statute of
7 limitations period. For purposes of this interrogatory, the term "IDENTIFY" means to provide
8 the (a) retired NFL player's full name; (b) retired NFL player's address; (c) year in which the
9 GLA was signed; and (d) year in which the GLA expired.

8 **RESPONSE TO INTERROGATORY NO. 1**

9 The NFLPA objects to Interrogatory No. 1 on the grounds that it calls for
10 information that is neither relevant nor reasonably calculated to lead to the discovery of
11 admissible evidence, and is unduly burdensome. Specifically, Interrogatory No. 1 requests
12 identifying information of putative class members, but such information is neither relevant nor
13 discoverable under the Federal Rules of Civil Procedure before the certification of a class. See,
14 e.g., Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 354-55 (1978). At this stage of the
15 litigation, Plaintiffs may, at most, discover the number of putative class members. Moreover,
16 Interrogatory No. 1 requests information about retired players who signed the referenced GLA
17 without regard to whether such GLAs were in effect during the time period that Herbert
18 Adderley -- the only Plaintiff who asserts a claim based on a GLA -- had a GLA in effect.
19 Within the limitations period, Mr. Adderley had a GLA in effect between February 14, 2003 (the
20 start of the limitations period) and December 31, 2005 (the date Mr. Adderley's last GLA
21 expired). The information requested concerning retired players who did not have a GLA in
22 effect at any time during this period is neither relevant nor reasonably calculated to lead to the
23 discovery of admissible evidence. The NFLPA further objects to Interrogatory No. 1 on the
24 ground that it is unduly burdensome in that it calls for information that Plaintiffs may otherwise
25 ascertain from business records that have already been produced in this litigation (i.e., GLAs
26 themselves).

1 Subject to and without waiver of the foregoing objections, and pursuant to
 2 Rule 33(d) of the Federal Rules of Civil Procedure, the NFLPA responds to Interrogatory No. 1
 3 by reference to GLAs previously produced in this action that can be found within Bates Range
 4 PI027379 to PI030996. After conducting a reasonable and diligent search, the NFLPA has
 5 ascertained that an additional four persons had GLAs in effect sometime between February 14,
 6 2003 and December 31, 2005, but for whom the NFLPA has not been able to locate the
 7 corresponding GLAs. The NFLPA is not certain whether the GLAs for these persons were or
 8 were not in the referenced form.

9 **INTERROGATORY NO. 2**

10 IDENTIFY each retired NFL player who signed a GLA that was in effect during
 11 the statute of limitations period and that includes a provision stating "it is further understood that
 12 the moneys generated by such licensing of retired player group rights will be divided between
 13 the player and an escrow account for all eligible NFLPA members who have signed a group
 14 licensing authorization form." For purposes of this interrogatory, the term "IDENTIFY" means
 15 to provide the (a) retired NFL player's full name; (b) retired NFL player's address; (c) year in
 16 which the GLA was signed; and (d) year in which the GLA expired.

17 **RESPONSE TO INTERROGATORY NO. 2**

18 The NFLPA objects to Interrogatory No. 2 on the grounds that it calls for
 19 information that is neither relevant nor reasonably calculated to lead to the discovery of
 20 admissible evidence, and is unduly burdensome. Specifically, Interrogatory No. 2 requests
 21 identifying information of putative class members, but such information is neither relevant nor
 22 discoverable under the Federal Rules of Civil Procedure before the certification of a class. See,
 23 e.g., Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 354-55 (1978). At this stage of the
 24 litigation, Plaintiffs may, at most, discover the number of putative class members. Moreover,
 25 Interrogatory No. 2 requests information about retired players who signed the referenced GLA
 26 without regard to whether such GLAs were in effect during the time period that Herbert
 27 Adderley -- the only Plaintiff who asserts a claim based on a GLA -- had a GLA in effect.
 28 Within the limitations period, Mr. Adderley had a GLA in effect between February 14, 2003 (the
 start of the limitations period) and December 31, 2005 (the date Mr. Adderley's last GLA
 expired). The information requested concerning retired players who did not have a GLA in

1 effect at any time during this period is neither relevant nor reasonably calculated to lead to the
 2 discovery of admissible evidence. The NFLPA further objects to Interrogatory No. 2 on the
 3 ground that it is unduly burdensome in that it calls for information that Plaintiffs may otherwise
 4 ascertain from business records that have already been produced in this litigation (i.e., GLAs
 5 themselves).

6 Subject to and without waiver of the foregoing objections, and pursuant to
 7 Rule 33(d) of the Federal Rules of Civil Procedure, the NFLPA responds to Interrogatory No. 2
 8 by reference to GLAs previously produced in this action that can be found within Bates Range
 9 PI027379 to PI030996. After conducting a reasonable and diligent search, the NFLPA has
 10 ascertained that an additional four persons had GLAs in effect sometime between February 14,
 11 2003 and December 31, 2005, but for whom the NFLPA has not been able to locate the
 12 corresponding GLAs. The NFLPA believes those GLAs may have contained the language
 13 quoted in Interrogatory No. 2.

14 **INTERROGATORY NO. 3**

15 IDENTIFY each retired NFL player who paid dues to be a member of the NFLPA
 16 within the statute of limitations and within the period of time that the Constitution attached
 17 hereto as Exhibit B was in effect, but who, according to your records, did not sign a GLA the
 18 same year that they were a member. For purposes of this interrogatory, the term "IDENTIFY"
 means to provide the (a) retired NFL player's full name; (b) retired NFL player's address; and (c)
 year(s) in which that player paid dues

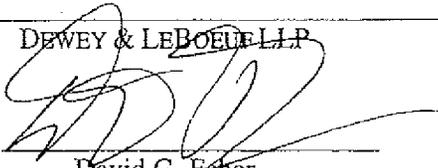
19 **RESPONSE TO INTERROGATORY NO. 3**

20 The NFLPA objects to Interrogatory No. 3 on the ground that it is vague and
 21 ambiguous in its reference to retired NFL players who paid dues to "be a member of the
 22 NFLPA." Subject to and without waiving that objection, for purposes of this response the
 23 NFLPA interprets the quoted language to refer to retired NFL players who paid dues to be a
 24 member of the NFLPA Retired Players Association. The NFLPA further objects to Interrogatory
 25 No. 3 on the grounds that it calls for information that is neither relevant nor reasonably
 26 calculated to lead to the discovery of admissible evidence, and is unduly burdensome.
 27 Specifically, Interrogatory No. 3 requests identifying information of putative class members, but
 28 such information is neither relevant nor discoverable under the Federal Rules of Civil Procedure

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 1950 University Avenue
 East Palo Alto, California 94303-2225

1 before the certification of a class. See, e.g., Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340,
 2 354-55 (1978). At this stage of the litigation, Plaintiffs may, at most, discover the number of
 3 putative class members. Moreover, Interrogatory No. 3 requests information about certain
 4 members of the NFLPA Retired Players Association without regard to whether such persons
 5 were members of the NFLPA Retired Players Association during the time period that Bernard
 6 Parrish -- the only Plaintiff who asserts a claim based on being a member of the NFLPA Retired
 7 Players Association -- was such a member. Within the limitations period, Mr. Parrish was a
 8 member of the NFLPA Retired Players Association from April 28, 2005 to April 30, 2006.
 9 Information related to retired players who were not members of the NFLPA Retired Players
 10 Association at any time during this period is neither relevant nor reasonably calculated to lead to
 11 the discovery of admissible evidence.

12 Subject to and without waiver of the foregoing objections, the NFLPA responds
 13 as follows. The March 1994 Constitution attached as Exhibit B to Plaintiffs' Interrogatories was
 14 amended in or around March 1996 and was therefore not in effect during the applicable statute of
 15 limitations period. Accordingly, no retired players meet the criteria set forth in Interrogatory
 16 No. 3. The NFLPA is willing to meet and confer with Plaintiffs about, and respond in a timely
 17 manner to, a reformulation of Interrogatory No. 3.

Date: December 20, 2007	DEWEY & LEBOEUF LLP  BY: David G. Fehner Attorneys for Defendant NFLPA
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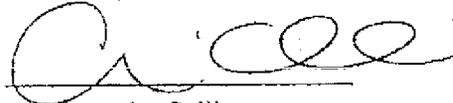
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VERIFICATION OF ANDRE COLLINS

I, Andre Collins, hereby declare:

I am employed as the Director of the National Football League Players Association ("NFLPA") Retired Players Department and am authorized to make this verification on behalf of the NFLPA. I have read the NFLPA's Responses and Objections to Plaintiffs' First Set of Interrogatories and hereby declare under penalty of perjury that said responses are either true to the best of my personal knowledge or were assembled by authorized employees or agents of the NFLPA who inform me that the facts as to which I do not have personal knowledge are true to the best of that person's or persons' knowledge and belief.

Executed in Washington, D.C. on December 20, 2007



Andre Collins

Dewey & LeBeauf LLP
1950 University Avenue, Suite 500
East Palo Alto, California 94303-2225