

1 MANATT, PHELPS & PHILLIPS, LLP
 RONALD S. KATZ (Bar No. CA 085713)
 2 E-mail: rkatz@manatt.com
 RYAN S. HILBERT (California Bar No. 210549)
 3 E-mail: rhilbert@manatt.com
 NOEL S. COHEN (California Bar No. 219645)
 4 E-mail: ncohen@manatt.com
 1001 Page Mill Road, Building 2
 5 Palo Alto, CA 94304-1006
 Telephone: (650) 812-1300
 6 Facsimile: (650) 213-0260

7 MCKOOL SMITH, P.C.
 LEWIS T. LECLAIR (Bar No. CA 077136)
 8 E-mail: lleclair@mckoolsmith.com
 JILL ADLER NAYLOR (Bar No. CA 150783)
 9 E-mail: jnaylor@mckoolsmith.com
 300 Crescent Court
 10 Dallas, TX 75201
 Telephone: (214) 978-4984
 11 Facsimile: (214) 978-4044

12 *Attorneys for Plaintiffs*

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

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

**SECOND MOTION REGARDING
 PAYMENT OF ADMINISTRATION
 COSTS FROM THE SETTLEMENT FUND**

Date: Thursday, March 11, 2010
 Time: 8:00 a.m.
 Judge: Honorable William H. Alsup
 Place: Courtroom 9, 19th Floor

1 **I. INTRODUCTION**

2 By this motion, Class Counsel seeks an order approving a disbursement from the
3 Settlement Fund (as defined in the Settlement Agreement) in order to pay a January 20, 2010
4 invoice from Garden City Group, Inc. (“Garden City”), the class administrator in this matter.¹
5 Class Counsel have contacted Defendants’ counsel, who have indicated that Defendants do not
6 oppose this motion.

7 **II. ARGUMENT**

8
9 On June 5, 2009 the parties to this action entered into a Settlement Agreement
10 (“Settlement Agreement”). *See* Declaration of Lewis LeClair in Support of Second Motion
11 Regarding Payment of Administration Costs from the Settlement Fund (“LeClair Decl.”), Exhibit
12 A. Paragraph 36 of the Settlement Agreement provides that administrative costs incurred in
13 connection with effectuating the settlement agreement and distributing monies from the
14 settlement will be paid from the Settlement Fund:

15 [d]isbursements for Notice and Administration Costs, including reasonable
16 expenses associated with providing notice of the settlement to the Class
17 [and] expenses associated with administering the settlement . . . shall be
18 paid from the Settlement Fund when incurred.

19 Class counsel hired Garden City to act as the class administrator in this action. Garden
20 City has been tasked with administering the Settlement Agreement, including, but not limited to
21 (i) mailing class notices, (ii) establishing and maintaining a filing process from claims of Class
22 Members, (iii) processing returned and/or undeliverable mail, (iv) responding to class member
23 inquiries and (iv) distributing checks to class members.

24 On October 14, 2009, Garden City submitted an invoice for \$11,689.75 to Class Counsel
25 for services rendered during the period from July 1, 2009 through September 30, 2009. This
26 invoice was for services that were rendered in connection with “Notice and Claims

27 ¹ On November 23, 2010, the Court issued an Order approving a disbursement from the Settlement Fund to
28 Garden City Group in the amount of \$11,689.75 for services rendered during the period from July 1, 2009 through
September 30, 2009. The present invoice, dated January 20, 2010 is for services rendered during the period from
October 1, 2009 through December 31, 2009.

