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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.  
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CIVIL ACTION NO. C07 0943 WHA

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

Date: Thursday, April 15, 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 March 9, 2010  
4 invoice from Garden City Group, Inc. (“Garden City”), the class administrator in this matter.<sup>1</sup>  
5 Class Counsel have contacted Defendants’ counsel, who have indicated that Defendants do not  
6 oppose this motion.

7 **II. ARGUMENT**

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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 Third 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 to Class Counsel for services  
25 rendered during the period from July 1, 2009 through September 30, 2009. This invoice was for

26 <sup>1</sup> This is the third Order requested by Class Counsel on this subject. On November 23, 2010, the Court issued  
27 the first Order approving a disbursement from the Settlement Fund to Garden City Group in the amount of  
28 \$11,689.75 for services rendered during the period July 1, 2009 through September 30, 2009. On February 1, 2010,  
the Court issued a second Order approving a disbursement in the amount of \$27,113 for services rendered during the  
period October 1, 2009 through December 31, 2009. The present invoice is for services rendered from January 1,  
2010 through February 15, 2010.

1 services that were rendered in connection with “Notice and Claims Administration.” On  
2 November 23, 2009, the Court issued an Order approving a disbursement from the Settlement  
3 Fund to Garden City Group to cover this invoice.

4 On January 20, 2010, Garden City submitted a second invoice to Class Counsel for  
5 services rendered during the period from October 1, 2009 through December 31, 2009. This  
6 invoice was for costs incurred and services rendered in connection with the preparation, printing  
7 and sending of claim validation forms and with responding to retired player inquiries. On  
8 February 1, 2010, the Court issued an Order approving a disbursement from the Settlement Fund  
9 to Garden City Group to cover this invoice.

10 On March 9, 2010, Garden City submitted a third invoice in the amount of \$24,614.71 for  
11 services rendered from January 1, 2010 through February 15, 2010 (the “Invoice”). This Invoice  
12 is for costs incurred and services rendered in connection with the distribution of additional claim  
13 validation forms and with processing the responses received from the players. It also covers the  
14 costs associated with fielding phone calls from retired players and with running a website with  
15 additional information.

16 Because the March 9, 2010 Invoice relates to services rendered in connection with the  
17 administration of the Settlement Agreement, Class Counsel respectfully request that the Invoice  
18 be paid from the Settlement Fund pursuant to paragraph 36 of the Settlement Agreement.

19 Class Counsel have contacted Defendants’ counsel, who have indicated that Defendants  
20 do not oppose this motion.

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