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National Football League Players Incorporated d/b/a/ Players Inc

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

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

23 Plaintiffs,

24 v.

25 NATIONAL FOOTBALL LEAGUE
26 PLAYERS ASSOCIATION and NATIONAL
FOOTBALL LEAGUE PLAYERS
INCORPORATED d/b/a/ PLAYERS INC,

27 Defendants.
28

Case No. C 07 00943 WHA

AFFIDAVIT OF ANDREW FEFFER

PUBLIC VERSION

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AFFIDAVIT OF ANDREW FEFFER

Andrew Feffer, being duly sworn, deposes and hereby declares, as follows:

1. I am Executive Vice President and Chief Operating Officer of National Football League Players Incorporated ("Players Inc") and have held that position since December 4, 2006. I am over twenty-one years of age, and I have personal knowledge of each of the facts stated herein. If called upon to testify, I could and would testify completely thereto.

2. I have reviewed the records of Players Inc with respect to the licensing of the image and/or other intellectual property rights of Herbert Adderley by Players Inc during the period from February 14, 2003 to date. As a result of my review, I have determined that Mr. Adderley's image and autograph were used in only two programs, one by the Upper Deck Company ("Upper Deck") and one by Electronic Arts ("EA"). These programs were a result of separate agreements with Upper Deck and EA.

3. As discussed herein, during the period from February 14, 2003 to date, Players Inc received a total of [REDACTED] from licensees for the licensing of Mr. Adderley's rights. One hundred percent of this amount was passed on in full to Mr. Adderley.

4. During the period from February 14, 2003 to date, Upper Deck agreed on three separate occasions to pay for the use of Mr. Adderley's image and autograph as follows:

<u>Date of Agreement</u>	<u>Amount to be Paid</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

I am attaching hereto as Exhibits A through F, inclusive, true and correct copies of documents from Players Inc's files evidencing those agreements. These documents have been produced to the Plaintiffs in this lawsuit.

5. I am also attaching hereto as Exhibits G, H and I, true and correct copies of financial records of Players Inc evidencing payments of the sums described in paragraph 3

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1 above by Upper Deck to Players Inc, and the payments in full of those sums by Players Inc to
2 Mr. Adderley, as follows:

3	<u>Amount</u>	<u>Date Received by Players Inc</u>	<u>Date Paid to Mr. Adderley</u>
4	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]

8 These documents have been produced to Plaintiffs in this lawsuit.

9 6. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 7. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 8. [REDACTED]
20 [REDACTED] This document has been produced to Plaintiffs
21 in this lawsuit.

22 9. I am also attaching hereto as Exhibit K, a true and correct copy of a
23 financial record of Players Inc, evidencing payment to Mr. Adderley [REDACTED]
24 [REDACTED]
25 [REDACTED] This document has been produced to Plaintiffs in this
26 lawsuit.

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1 10. In sum, whenever Mr. Adderley's image or autograph was used pursuant
2 to any agreement involving Players Inc, one hundred percent of the funds were passed on to Mr.
3 Adderley.

4 11. I have had a search conducted of the records of Players Inc to determine if
5 Mr. Parrish signed a GLA, a separate ("ad hoc") agreement or otherwise authorized Players Inc
6 to license his image during the period from February 14, 2003 to date. Our records indicate that
7 Mr. Parrish did not sign a GLA or otherwise authorize Players Inc to license his image during
8 this period.

9 12. Moreover, our records indicate that Players Inc did not license the image
10 of Mr. Parrish with or without his authorization and never received any payments from any
11 licensee with respect to the licensing of Mr. Parrish's image or other intellectual property during
12 this time period.

13 13. I have had a search conducted of the records of Players Inc to determine if
14 Mr. Roberts signed a GLA, a separate ("ad hoc") agreement or otherwise authorized Players Inc
15 to license his image during the period from February 14, 2003 to date. Our records indicate that
16 Mr. Roberts did not sign a GLA or otherwise authorize Players Inc to license his image during
17 this period.

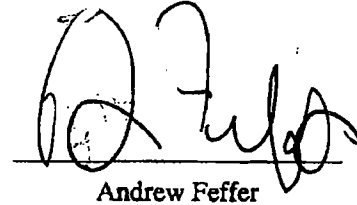
18 14. Moreover, our records indicate that Players Inc did not license the image
19 of Mr. Roberts with or without his authorization and never received any payments from any
20 licensee with respect to the licensing of Mr. Roberts's image or other intellectual property during
21 this time period.

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I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Dated: September 21, 2007


Andrew Feffer

Sworn to and subscribed before me
this 21 day of September 2007


Notary Public

Odella L. Isaacs
Notary Public District of Columbia
My Commission Expires July 31 2011

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