

Exhibit 8
to the
Declaration of Ronald Katz in Further Support of
Plaintiffs' Motion for Class Certification

Herbert Anthony Adderley

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

3 BERNARD PAUL PARRISH, : CIVIL ACTION
HERBERT ANTHONY :
4 ADDERLEY, and WALTER :
ROBERTS, III, on :
5 behalf of themselves :
and all others :
6 similarly situated, :
Plaintiffs :

7 V. :
8 :

9 NATIONAL FOOTBALL :
LEAGUE PLAYERS :
ASSOCIATION; a :
10 Virginia Corporation :
and NATIONAL FOOTBALL :
11 LEAGUE PLAYERS, INC., :
d/b/a PLAYERS, INC., :
12 a Virginia corporation:
Defendants : NO. C07-0943-WHA

COPY

13 - - -
14 February 20, 2008
15 - - -

16 Videotape deposition of HERBERT
ANTHONY ADDERLEY, held in the offices of
17 Blank Rome, One Logan Square, 9th Floor,
Philadelphia, Pennsylvania 19103,
18 commencing at 8:30 a.m. on the above
date, before Teresa M. Beaver, a
19 Federally-Approved Registered
Professional Reporter and a Notary Public
20 in the Commonwealth of Pennsylvania.

21
22
23
24 JOB NO. 200714

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1 signed an agreement and had been ignored
2 and not paid for it, so, the lawsuit was
3 about the same thing. So, he said go
4 ahead and do it.

5 Q. Okay. You say the lawsuit
6 is about the same thing.

7 Did you review the
8 complaints in this case before they were
9 filed?

10 A. ~~No.~~ No, only drafts.

11 Q. Did you review any of the
12 complaints in this case before they were
13 filed?

14 A. Where would the complaints
15 come from?

16 Q. Your lawyers.

17 A. ~~No.~~ No, only drafts.

18 Q. Do you know how many
19 complaints were filed in this case?

20 A. ~~No.~~ No, not the exact number.

21 Q. Mr. Adderley, so, did you
22 next contact Mr. Parrish about being in
23 this lawsuit?

24 A. Yes, I did.

1 the 3500.

2 Q. Do you know what the number
3 is?

4 A. 2500.

5 Q. Okay. Did anyone tell you
6 that your claim now is only for people
7 who have signed the same group licensing
8 form as you've signed?

9 A. Yes.

10 Q. Did you know that?

11 A. Yes.

12 Q. Do you have any idea what
13 that number of players is?

14 A. 2500.

15 Q. How do you know that, sir?

16 A. My attorneys told me.

17 MR. KATZ: Well, I'm going
18 to instruct the witness not to --
19 don't disclose communications you
20 had with your attorneys.

21 THE WITNESS: All right.

22 MR. KATZ: Okay.

23 BY MR. KESSLER:

24 Q. Let me show you next --

1 BY MR. KESSLER:

2 Q. When did you first read
3 this?

4 A. I read it on the Internet.

5 Q. On the Internet you read it?

6 A. Yes.

7 Q. Okay. So, where on the
8 Internet did you find this?

9 A. In Mr. Parrish's blog.

10 Q. So, this is something you
11 found in Mr. Parrish's blog; correct?

12 A. Yeah.

13 Q. When did you first read it
14 in his blog?

15 A. I don't know the date or
16 time or when I read this.

17 Q. And after you read it, did
18 you call Mr. Parrish about putting your
19 name on this?

20 A. Yes.

21 Q. What did you tell him?

22 A. I e-mailed him again and
23 asked him to stop putting my name on
24 documents without my permission, without

1 me seeing it.

2 Q. How many times did you have
3 to ask Mr. Parrish that?

4 A. At least three or four.

5 Q. All right. Looking at this
6 document that was on Mr. Parrish's blog,
7 in the bottom of the first page, it says
8 "They all must go."

9 Do you see that?

10 A. Yes.

11 Q. And Mr. Parrish here was
12 writing in his blog, under your name,
13 that all the people at the NFLPA must go;
14 correct?

15 MR. KATZ: Object.

16 THE WITNESS: I don't know
17 what he's talking about when he
18 said they all.

19 BY MR. KESSLER:

20 Q. Well, if you read through
21 this, you will see that he talks about
22 Mr. Upshaw, he talks about the Groom Law
23 Group, he talks about Tom Condon, he
24 talks about -- he talks about Paul

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1 I hope that won't be the
2 case but I have no way of knowing,
3 since the production was just done
4 this morning.

5 And requests that have been
6 outstanding for a very long period
7 of time.

8 BY MR. KESSLER:

9 Q. Mr. Adderley, you testified
10 earlier -- withdrawn.

11 In some of the e-mails we
12 looked at, that you wrote, you said the
13 reason you were bringing the lawsuit is
14 because you believed that you had signed
15 a group license agreement with Players,
16 Inc. and that you weren't getting the
17 money you were entitled to. Is that
18 true?

19 A. Yes.

20 MR. KATZ: Object.

21 BY MR. KESSLER:

22 Q. Now, let me show you a copy
23 of the First Amended Complaint in this
24 case; which was filed on February 23rd,

1 Q. Let me ask that back from
2 you, sir. And we'll get the redacted one
3 faxed to us so we can show you that.

4 But let me just ask you now,
5 have you read -- before it was filed, did
6 you read a redacted version of this
7 complaint.

8 A. *No. No, only drafts.*

9 MR. KATZ: Explain, redacted
10 means blacked out. Do you
11 understand that?

12 THE WITNESS: No, I didn't.

13 BY MR. KESSLER:

14 Q. Did you read any version of
15 this complaint before it was filed,
16 blacked out or not?

17 A. Yes.

18 Q. Yes what? Explain, please.

19 A. I saw the complaint and it
20 was blacked out.

21 Q. When did you see it?

22 A. I don't know. I guess a few
23 days after it was printed.

24 Q. Okay. So, after it was

1 filed in court?

2 A. Yes.

3 MR. KATZ: Object.

4 BY MR. KESSLER:

5 Q. So, nobody went over the
6 facts in the blacked out complaint with
7 you before it was filed; correct?

8 A. No. That's correct, yes.

9 Q. No one did that?

10 A. No.

11 Q. I'm going to put off asking
12 you about this until I get the redacted
13 one that's blacked out, because I don't
14 want to ask you things about that you
15 haven't seen.

16 So, we'll put that aside for
17 a second and go on to another subject.

18 Mr. Adderley, do you agree
19 that your rights to license your name and
20 image would be worth more than the rights
21 of an NFL player who was just a special
22 teams guy who played one year in the
23 league?

24 MR. KATZ: Object.

1 THE WITNESS: Yes.

2 BY MR. KESSLER:

3 Q. Okay. Do you agree that the
4 rights of someone like Joe Montana would
5 be worth more than the rights to your
6 name and image?

7 MR. KATZ: Object.

8 THE WITNESS: Yes.

9 BY MR. KESSLER:

10 Q. And in fact, it's true,
11 isn't it, that every player in the NFL,
12 retired player, would have a different
13 value of rights for their name and image
14 based on what their careers were like and
15 how famous they were or not; right?

16 THE WITNESS: Yes.

17 MR. KATZ: Object.

18 BY MR. KESSLER:

19 Q. And do you agree that the
20 values could be very, very different
21 comparing, for example, Joe Montana to
22 that guy who only played one year on
23 special teams, it could be a huge
24 difference in value, right?

1 A. Yes.

2 MR. KATZ: Object.

3 BY MR. KESSLER:

4 Q. Let me show you next the
5 following then. I'd like to show you a
6 copy of your -- a group licensing
7 authorization you signed in 2003; if we
8 can do that, please.

9 We'll mark that as 167.

10 - - -

11 (Whereupon, the exhibit was
12 marked 167 for identification.)

13 - - -

14 BY MR. KESSLER:

15 Q. Mr. Adderley, do you
16 recognize this as a group licensing
17 authorization that you signed?

18 A. Yes.

19 Q. This was not the first one
20 that you signed; correct?

21 A. That's correct.

22 Q. You first signed the group
23 licensing -- when was the first time you
24 remember signing a group licensing

1 correct.

2 BY MR. KESSLER:

3 Q. That never occurred to you
4 before this lawsuit; right?

5 MR. KATZ: Object.

6 THE WITNESS: That's

7 correct.

8 BY MR. KESSLER:

9 Q. Yeah. I want to take a look
10 at this GLA you signed.

11 And, sir, when you read this
12 GLA that you signed, you believe you
13 understood what it meant; correct?

14 A. Yes.

15 Q. Okay. And that would be
16 true of all the GLAs that you signed;
17 correct?

18 A. Yes.

19 Q. I take it you read them
20 before signing it; you didn't just sign
21 your name to something without reading
22 it; right?

23 A. Yes.

24 Q. Now, in the last paragraph

1 of this document, which is 167, it says
2 "It is further understood that the monies
3 generated by such licensing of retired
4 player group rights will be divided."

5 Do you see that?

6 A. Yes.

7 Q. When you read this, you
8 understood this was only talking about
9 money generated by licensing of retired
10 player rights; correct?

11 MR. KATZ: Object.

12 THE WITNESS: I understood
13 it to mean all players, active and
14 retired players.

15 BY MR. KESSLER:

16 Q. Okay. At the time you read
17 this document in 2002, it's your -- I'm
18 sorry -- in 2001, it's your sworn
19 testimony that you thought this referred
20 to the licensing of active player rights?

21 MR. KATZ: Object.

22 THE WITNESS: No.

23 MR. KATZ: Asked and
24 answered.

1 answers in this document with anyone
2 before it was filed?

3 A. *No. No, but I discussed the answers*
that were in drafts of this document
4 MR. KATZ: I'm going to
5 object to that.

6 BY MR. KESSLER:

7 Q. Let me show you the Request
8 Number 4.

9 Request for Admission 4 says
10 that "admit that Adderley did not know
11 the specific terms of any GLA that he
12 signed that was in effect within the
13 statute of limitations until defendants
14 could do such GLAs to Adderley in this
15 action."

16 Do you see that, sir?

17 A. Yes.

18 Q. And the answer your counsel
19 filed is "denied."

20 Do you see that?

21 A. Yes.

22 Q. Please tell me, prior to
23 filing this action, and receiving the
24 copies of the GLAs produced by defendants

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1 in this action, what specific terms of
2 the GLA did you know or remember?

3 A. That I signed the GLA, I
4 remember, and I was under the impression
5 that I would receive some compensation
6 for signing it.

7 Q. If I'm -- if your image was
8 used?

9 A. If it was used.

10 Q. And that's all that you knew
11 at the time?

12 A. Yes.

13 Q. Let me direct your attention
14 next to Request Number 6.

15 Request Number 6 in the
16 response says that "Plaintiffs admit that
17 Adderley has licensed certain rights,
18 including but not limited to his name, to
19 the HOF" -- which is Hall of Fame --
20 "within the statute of limitations."

21 Do you see that?

22 A. Yes.

23 Q. And you did license your
24 image to the Hall of Fame within the

1 are seeking damages in this case?

2 A. Yes.

3 Q. How have you been damaged,
4 sir?

5 MR. KATZ: Object.

6 THE WITNESS: By not
7 receiving any compensation from
8 the group licensing agreement; the
9 last one that I signed, that said
10 that there have been escrow
11 accounts set aside and to be
12 shared with retired players,
13 included.

14 BY MR. KESSLER:

15 Q. Other than the Reebok
16 program, do you know of any program where
17 your rights were utilized that you didn't
18 get paid for?

19 A. No.

20 MR. KATZ: Object.

21 BY MR. KESSLER:

22 Q. So, can you identify any
23 other specific program that damaged you,
24 other than the Reebok program?

1 case?

2 A. Yes.

3 Q. Okay. And did you have --
4 did an individual come to your home to
5 search your computer for this case?

6 A. Yes, he did.

7 Q. And that -- all that
8 material was produced to your attorneys?

9 A. Yes. Or he said that's what
10 it was for.

11 Q. Okay. But he did come and
12 deal with your computer?

13 A. He downloaded whatever he
14 had to do, yes.

15 Q. And on your computer, you
16 don't have the ability to download
17 attachments; is that correct?

18 A. That's correct.

19 Q. So, when I send you an
20 attachment, usually I send you by mail or
21 by Fed Ex?

22 A. Yes.

23 Q. You've received all the
24 documents in this case, as far as you

1 know?

2 A. As far as I know, yes.

3 Q. Do you have an
4 understanding, sir, of your duties as a
5 class representative?

6 A. Yes.

7 Q. And can you tell us what
8 those are?

9 A. As a class representative, I
10 got to get the best deal that I can for
11 the class.

12 Q. In what area of endeavor?
13 On what subject?

14 A. On compensation.

15 Q. On the licensing?

16 A. On the licensing.

17 MR. KESSLER: Objection.

18 Leading.

19 BY MR. KATZ:

20 Q. And you have also been an
21 advocate for retired players for
22 pensions; is that right?

23 A. Yes.

24 Q. And what, if anything, does

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1 A. Yes, I did.

2 Q. And have you remained
3 president?

4 A. Co-president.

5 Q. Or co-president?

6 A. Yes.

7 Q. And you still remain
8 co-president today?

9 A. Yes.

10 Q. And you're going to continue
11 as co-president?

12 A. I don't know.

13 Q. I mean you haven't resigned?

14 A. No, I haven't resigned.

15 Q. And are you willingly the
16 co-president today?

17 A. Yes.

18 Q. Have you ever done anything
19 just because Mr. Parrish told you to do
20 it?

21 A. No.

22 Q. Looking at 159 again you say
23 "I realize that it is not about Bernie or
24 any individual, including me, because I

1 worth of merchandise to shut him up.

2 Q. And why did you feel it was
3 embarrassing and humiliating?

4 A. Because of the way I was
5 treated. And I'm talking about not
6 getting a return call or e-mail message
7 or whatever, an acknowledgement of why I
8 hadn't received anything or heard
9 anything. I was told that I would
10 receive samples of everything that was in
11 the agreement from Reebok and they told
12 me that they didn't have anything to do
13 with that, that Reebok would send me the
14 samples and they never gave me a person
15 to get in touch with to find out what
16 happened.

17 So, in other words, I got
18 the run-around. That's the way I felt
19 about it.

20 Q. Looking again at Exhibit
21 159, that's in front of you, sir.

22 It says, just reading along,
23 where I left off, it says "We will need
24 everyone's support during this tough

1 battle with Players, Inc."

2 So, you were seeking the
3 support of other people; is that correct?

4 A. Yes.

5 Q. And why were you doing that?

6 A. Because I figured I wasn't
7 the only one that was treated that way,
8 as far as a signed agreement and not
9 being acknowledged.

10 And I was hoping that other
11 players who had those type agreements
12 would step forward and come out with
13 them. And a few of them did but they
14 didn't send me any paperwork. They just
15 said, yeah, we have signed agreements
16 that we haven't been acknowledged for.

17 Q. And whose decision was it to
18 send out this e-mail that I've just been
19 reading from?

20 A. Mine.

21 Q. Then it says "If Players,
22 Inc. continued to boast about
23 representing us, don't you think that we
24 should be compensated?"

1 What did you mean by that,
2 sir?

3 A. They boast about in the
4 retirement directory and GLA agreements,
5 that all retired players, they represent,
6 all retired players.

7 Q. To the best of your
8 knowledge, sir, have you ever received
9 any payments as a result of having signed
10 the GLA, that Mr. Kessler showed you
11 before, the two GLAs?

12 A. No.

13 Q. And do you believe that you
14 should be compensated?

15 A. Yes.

16 Q. On what basis?

17 A. Going by what the GLA
18 states, that there would be, you know,
19 money set aside in the escrow account
20 that would be divided equally among the
21 players, retired players.

22 Q. Okay. And in that sort of
23 division, does Joe Montana's share have
24 any more value than the third string

1 quarter back of the 49ers?

2 A. No.

3 Q. Why is that?

4 A. Because it says equally
5 divided.

6 Q. Okay.

7 A. Doesn't say anything about
8 who is best or who is the best.

9 Q. Now, have you received any
10 response to this e-mail that you sent
11 out, Exhibit 159?

12 A. No. Not paper-wise, no.

13 Q. But have you received
14 responses, just phone calls?

15 A. Yes.

16 Q. And were those phone calls
17 supportive? Not supportive?

18 A. They were supportive.

19 Q. Did you get -- what idea, if
20 any, did you get from these phone calls,
21 whether others were dissatisfied with
22 their licensing payments?

23 A. Well, when they contacted
24 me, I thought maybe they would send

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1 either me or Bernie the agreements that
2 they had, so, we could forward them on to
3 attorneys, to take a look at the same
4 type of agreement that I had.

5 MR. KATZ: Can you read that
6 back, please.

7

8 (Whereupon, the following
9 portion of the record was read by
10 the court reporter:

11 "ANSWER: Well, when they
12 contacted me, I thought maybe they
13 would send either me or Bernie the
14 agreements that they had, so, we
15 could forward them on to
16 attorneys, to take a look at the
17 same type of agreement that I
18 had.")

19

20 BY MR. KATZ:

21 Q. And what observation have
22 you made over the years, sir, if any,
23 about whether retired professional
24 football players are very good record

1 Q. If you look at Interrogatory
2 Number 1, they are asking you to identify
3 all attempts made by you within the
4 statute of limitations; you understand
5 that to be since February 14th, 2003?

6 A. Yes.

7 Q. To license your image. And
8 you have made such attempts; haven't you,
9 sir?

10 A. Yes.

11 Q. Okay. So, the first one
12 that you give in your response, if we
13 look at Lines 21 to 23, is you license
14 your image to the NFLPA; isn't that
15 right?

16 A. Yes.

17 Q. And then you say that you
18 licensed your image to Upper Deck
19 Company; is that right?

20 A. Yes.

21 Q. And was that true the
22 Players, Inc.?

23 A. Yes.

24 Q. And was that something

1 called an ad hoc agreement?

2 A. Yes.

3 Q. What is your understanding
4 of an ad hoc agreement, sir?

5 A. That it's individual emotion
6 and agreement with nothing to do with the
7 GLA.

8 Q. And can you tell us your
9 understanding of how it's different from
10 a GLA?

11 A. Well, they solicit me as an
12 individual to do a promotion and I was
13 paid to do the promotion.

14 Q. Do you believe that those
15 monies should be shared with anyone else
16 when you make an ad hoc agreement?

17 A. No.

18 Q. Why not?

19 A. Because it's ad hoc and an
20 individual.

21 Q. It says, the next thing says
22 you entered into a license agreement with
23 Players, Inc. with regard to Reebok.

24 Was that an ad hoc

1 agreement?

2 A. Yes.

3 Q. Then it says, the next
4 paragraph, it says "Adderley has also
5 licensed certain rights to the Hall of
6 Fame."

7 Is that correct?

8 A. Yes.

9 Q. And when you licensed your
10 image to the Hall of Fame, did that have
11 anything to do with Players, Inc. as far
12 as you know?

13 A. As far as I know, no.

14 Q. And was that something that
15 you did in competition with Players,
16 Inc.?

17 A. I didn't think so at the
18 time.

19 Q. Does Players, Inc. also
20 license your image?

21 A. Yes.

22 Q. And you license your image?

23 A. Yes.

24 Q. So, is that since is it

1 A. Yes.

2 Q. "Bruce, I have no intent
3 whatever to profit from this lawsuit, our
4 representation of the retired 3500
5 players."

6 Do you agree with that, sir?

7 A. Yes.

8 Q. Do you have any intent to
9 profit from this lawsuit?

10 A. No.

11 Q. Do you have any intent other
12 than to receive an award if the court
13 decides one is due you?

14 A. No.

15 Q. Let's look at 167 and 168
16 and you testified that those are the GLAs
17 that you signed on May 1st, 2001 and
18 November 22nd, 2002; is that correct,
19 sir?

20 A. Yes.

21 Q. I'd like also to refer you
22 to the responses to Interrogatories;
23 which were -- let's put those aside.

24 A. 176.

1 Q. And you don't know that you
2 received that?

3 A. Correct.

4 Q. I'd like you to look next at
5 166. This was the blog by Mr. Parrish.
6 Your counsel asked you some questions
7 about this; do you recall that?

8 A. Yes.

9 Q. Now, did you agree with
10 everything Mr. Parrish wrote in his blog?

11 MR. KATZ: Object.

12 THE WITNESS: Did I agree
13 with everything he wrote in here?

14 BY MR. KESSLER:

15 Q. Yes.

16 MR. KATZ: Object.

17 THE WITNESS: I don't agree
18 with everything he said, no.

19 BY MR. KESSLER:

20 Q. Okay. Let me refer you to
21 the back page of this blog. The middle
22 paragraph. He says "They know I'll never
23 make a deal with them and any offer they
24 attempt will be on the front page of the

1 New York Times, too."

2 Do you see that?

3 A. Yes.

4 Q. You knew Mr. Parrish said
5 that; correct?

6 A. Yes.

7 Q. And you agreed with that;
8 right?

9 A. No, I didn't agree with it.

10 Q. You don't agree with that?

11 A. No.

12 Q. Okay. Did you tell
13 Mr. Parrish you don't agree with that?

14 A. No. I didn't discuss this
15 with Mr. Parrish.

16 Q. Okay. And why don't you
17 agree with that?

18 A. Because I had nothing to do
19 with it. And it doesn't make sense to
20 me.

21 Q. He says "I intend to give
22 Upshaw and his cronies what they deserve
23 for the pain and suffering they've
24 inflicted on our brothers and their

1 families."

2 Do you agree with that?

3 A. Yes.

4 Q. Let me show you next a copy
5 of Exhibit 167; if you take a look at
6 this, please.

7 Now, you testified when your
8 counsel asked that the reason you thought
9 that you were entitled to an equal
10 royalty, or an equal share was because it
11 said something in the GLA about dividing
12 the money equally?

13 MR. KATZ: Object.

14 BY MR. KESSLER:

15 Q. Was that your testimony,
16 sir?

17 MR. KATZ: Object.

18 THE WITNESS: Yes.

19 BY MR. KESSLER:

20 Q. Okay. Would you show me
21 where the word equally or anything like
22 that appears in this document?

23 MR. KATZ: Object.

24 THE WITNESS: Equally is not

1 in here.

2 BY MR. KESSLER:

3 Q. It says "Any group licensing
4 contract entered into with an
5 individual" -- I'm sorry.

6 It says "It is further
7 understood that the monies generated by
8 such licensing of retired player group
9 rights will be divided between the player
10 and an escrow account for all eligible
11 NFLPA members;" correct?

12 A. Correct.

13 Q. There's nothing in the GLA
14 that talks about how it will be divided
15 among any players; right?

16 MR. KATZ: Object.

17 THE WITNESS: You just read
18 it.

19 BY MR. KESSLER:

20 Q. Is there anything in there
21 that says how it will be divided or what
22 portions?

23 A. No.

24 MR. KATZ: Objection.

1 C E R T I F I C A T E

2

3 I hereby certify that the
4 proceedings and evidence noted are
5 contained fully and accurately in the
6 notes taken by me on the deposition of
7 the above matter, and that this is a
8 correct transcript of the same.

9

10

11

12

13

14

Teresa M. Beaver

15

Teresa M. Beaver, RPR

16

17

18

(The foregoing certification of
19 this transcript does not apply to any
20 reproduction of the same by any means,
21 unless under the direct control and/or
22 supervision of the certifying shorthand
23 reporter.)

24

BERNARD PARKIN ET AL, V NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATIONS ET AL
CASE No. 07-0943-WHA
ERRATA to the DEPOSITION of HERBERT ADDERLEY
DATED FEBRUARY 20, 2008

Page: Line	Current Statement	Correction	Reasons
20:10	No	No, only drafts.	To clarify recorded testimony
20:17	No	No, only drafts.	To clarify recorded testimony
20:20	No	No, not the exact number.	To clarify recorded testimony
72:21	No	No, I did not see the final one before it was filed, only drafts.	To clarify recorded testimony
78:24	No	No, only drafts.	To clarify recorded testimony
80:6	That's correct.	That's correct, I was told I could not see it because the defendants marked it confidential.	To clarify recorded testimony
81:8	No	No, only drafts.	To clarify recorded testimony
99:23	Yes	Yes, but I saw drafts earlier.	To clarify recorded testimony
100:3	No	No, but I discussed the answers that were in drafts of this document.	To clarify recorded testimony
130:6	Correct.	Correct, only drafts.	To clarify recorded testimony
130:16	Shortly after it was filed	Shortly after it was filed but I saw drafts beforehand	To clarify recorded testimony
137:1	No	No, I rely on lawyers for that.	To clarify recorded testimony
137:23	Yes	Yes, but I rely on my lawyers for damage analysis.	To clarify recorded testimony
160:8	No	No, but I reviewed them before they were finalized.	To clarify recorded testimony
160:17	Yes	Yes, but I read them before they were finalized.	To clarify recorded testimony
244:13	That's correct	That's correct; I only saw drafts of these documents beforehand.	To clarify recorded testimony
244:21	Correct	Correct, I only saw drafts beforehand.	To clarify recorded testimony
245:24	Correct	Correct, Mr. Parrish started this case by calling the attorneys.	To clarify recorded testimony
246:12	Correct	Correct, not before Mr. Parrish first called the attorneys to start the case.	To clarify recorded testimony
246:15	No.	No, Mr. Parrish started the case.	To clarify recorded testimony
246:19	No.	No, Mr. Parrish started the case.	To clarify recorded testimony
295:20	Not about the lawsuit	Not about the lawsuit but about the drafts of the lawsuit.	To clarify recorded testimony
297:5	Correct.	Correct, only drafts.	To clarify recorded testimony
301:7	No	No, just drafts of it.	To clarify recorded testimony

Herbert Adderley / MARCH 21, 2008
DEPONENT'S SIGNATURE