

Exhibit M

1 MANATT, PHELPS & PHILLIPS, LLP
2 RONALD S. KATZ (Bar No. CA 085713)
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8 1001 Page Mill Road, Building 2
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11 Facsimile: (650) 213-0260

12 MCKOOL SMITH, P.C.
13 LEWIS T. LECLAIR (Bar No. CA 077136)
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15 300 Crescent Court
16 Dallas, TX 75201
17 Telephone: (214) 978-4984
18 Facsimile: (214) 978-4044

19 *Attorneys for Plaintiffs.*

20 UNITED STATES DISTRICT COURT
21 FOR THE NORTHERN DISTRICT OF CALIFORNIA
22 SAN FRANCISCO DIVISION

23 BERNARD PAUL PARRISH, HERBERT
24 ANTHONY ADDERLEY, and WALTER
25 ROBERTS III, on behalf of themselves and
26 all others similarly situated,

27 Plaintiffs,

28 NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION, a Virginia
corporation, and NATIONAL FOOTBALL
LEAGUE PLAYERS INCORPORATED
d/b/a PLAYERS INC, a Virginia corporation,

Defendants.

CIVIL ACTION NO. C07 0943 WHA

**NOTICE OF DEPOSITION OF
HOWARD SKALL**

Date: September 6, 2007
Time: 9:00 a.m.
Place: Manatt, Phelps & Philips LLP
One Metro Center
700 12th Street, N.W.
Suite 1100
Washington, D.C. 20005

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to Rules 30 and 45 of the Federal Rules of Civil
3 Procedure, Plaintiffs Bernard Parrish, Herbert Adderley and Walter Roberts III, by and through
4 their undersigned attorneys, will take the deposition of Howard Skall at 9:00 a.m. on September
5 6, 2007, at the law office of Manatt, Phelps & Philips, LLP located at One Metro Center, 700 12th
6 Street, N.W., Suite 1100, Washington, D.C. 20005. The deposition will be taken before a
7 qualified, certified court reporter or other officer authorized to administer oaths and will be
8 recorded stenographically, will be videotaped, and may employ LiveNote.

9 PLEASE TAKE FURTHER NOTICE that, pursuant to Federal Rule of Civil Procedure
10 45, the deponent listed above shall produce by no later than September 3, 2007 the documents
11 requested in Exhibit A to the subpoena, both of which are attached hereto.

12 Respectfully submitted,

13 Dated: August 6, 2007

14 Ryan S Hilbert
15 Ronald S. Katz (SBN 085713)
16 Ryan S. Hilbert (SBN 210549)
17 Noel S. Cohen (SBN 219645)
18 MANATT, PHELPS & PHILLIPS, LLP
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20 Palo Alto, CA 94304-1006
21 Telephone: (650) 812-1300
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23 Attorneys for Plaintiff

24 Lewis T. LeClair, Esq.
25 Jill C. Adler, Esq.
26 McKool Smith
27 A Professional Corporation
28 300 Crescent Court
Dallas, TX 75201
214-978-4984
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OF COUNSEL

Samuel A. Mutch Esq.
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Issued by the
UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

BERNARD PAUL PARRISH et al.

Plaintiffs,

SUBPOENA IN A CIVIL CASE

V.

CASE NUMBER: C07 0943 WHA
(Northern District of California)

**NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION et al.**

Defendants.

**TO: Howard Skall
Washington, D.C.**

YOU ARE COMMANDED to appear in the United State District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Manatt, Phelps & Phillips LLP, One Metro Center, 700 12th Street, N.W., Suite 1100, Washington, D.C. 20005	September 6, 2007 at 9:00 a.m.

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): **SEE EXHIBIT A**

PLACE	DATE AND TIME
Manatt, Phelps & Phillips LLP, 1001 Page Mill Road, Building 2, Palo Alto, CA 94304	September 3, 2007 at 9:00 a.m.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on it behalf, and may set forth, for each person designated, the matter on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
<i>Ryan S. Hilbert</i> Ryan S. Hilbert, Attorney for Plaintiffs	August 6, 2007

ISSUING OFFICER'S NAME, ADDRESS AND PHONE
Ryan S. Hilbert, Manatt, Phelps & Phillips, LLP, 1001 Page Mill Road, Bldg. 2, Palo Alto, CA 94304
Ph. (650) 812-1300 Fax. (650) 213-0260

PROOF OF SERVICE

	DATE		PLACE
SERVED			
SERVED ON (PRINT NAME)	MANNER OF SERVICE		
SERVED BY (PRINT NAME)	TITLE		

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

DATE	SIGNATURE OF SERVER

	ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

1 **EXHIBIT A**

2 **General Instructions**

3 A. If you object to any of these document requests, state the reasons for your
4 objections. If you object to any part of a document request, specify the part. Similarly, if you do
5 not object to a particular document request, but are unable to comply fully with the request, then
6 comply to the fullest extent possible and provide an explanation for your lack of full compliance.

7 B. If any requested document is unavailable because it has been lost, discarded or
8 destroyed, please summarize for each such document its date, author, addressee, signatory, type,
9 content, and length, the date and circumstances under which it was lost, discarded, or destroyed,
10 and the identity of any person who ordered or directed it to be discarded or destroyed or who
11 otherwise has knowledge of the circumstances under which it was lost, discarded or destroyed.

12 C. When information is withheld from discovery on a claim that it is privileged or
13 subject to protection as trial preparation materials, the claim shall be made expressly and shall be
14 supported by a description of the nature of the document, communications, or things not produced
15 that is sufficient to enable the requesting party to contest the claim.

16 D. The phrasing of these document requests shall be construed so as to make your
17 response inclusive rather than exclusive. The words "and" and "or" shall be interpreted as both
18 conjunctive and disjunctive; the word "any" shall mean "any and all"; and the word "each" shall
19 mean "each and every."

20 E. Unless otherwise specified, this Request for Production of Documents (the
21 "Request") shall include all documents dated, prepared, received, applicable, or in effect on or
22 after January 1, 1997 to the date of production. This request shall be continuing so as to require
23 supplemental production if you obtain or discover additional documents subsequent to the date of
24 your production.
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1 Document Requests

2 1. Documents that summarize or describe the identities and/or number of retired NFL
3 players that the National Football League Players Association ("NFLPA") and/or National
4 Football League Players Incorporated d/b/a Players Inc ("Players Inc") represents or has
5 represented or purported to represent, and the years each was represented by the NFLPA.

6 2. All licensing agreements with any retired NFL player, including but not limited to
7 what is referred to as Group Licensing Agreements ("GLAs").

8 3. All documents or communications that refer to or constitute an offer to represent a
9 retired NFL player, whether by license, GLA or in any other manner.

10 4. All documents or communications that refer to or constitute representations made
11 by the NFLPA or PLAYERS INC's regarding the licensing or representation of retired NFL
12 players.

13 5. All documents that summarize, describe or refer to communications with any
14 retired NFL player concerning licensing matters.

15 6. All license agreements to which the NFLPA is a party that include any license to
16 use the pictures, descriptions, images or likenesses of any retired NFL player ("Licensee
17 Agreements").

18 7. All agreements between the NFLPA and any third party that includes or refers to
19 the licensing of retired NFL player rights.

20 8. All documents that refer to, summarize or describe payments, distributions, or
21 transfers of money between PLAYERS INC and the NFLPA from January 1, 1997 to the date of
22 production.

23 9. All documents that refer to, summarize or describe payments, distributions, or
24 transfers of money that was derived from the licensing of retired NFL players.

25 10. All agreements between the NFLPA and PLAYERS INC that refer to the licensing
26 of any retired NFL player rights, including but not limited to all documents that constitute or refer
27 to any understanding, formal or informal, between the NFLPA and PLAYERS INC about the
28 licensing of retired NFL players.

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11. All documents that summarize, describe or refer to the conception, drafting, creation, modification or implementation of any GLA.

12. All versions of the GLAs used by the NFLPA and/or PLAYERS INC from January 1, 1997 to the date of production.

13. All documents and communications that summarize, describe or refer to your employment by the NFLPA and/or PLAYERS INC, including but not limited to all employment agreements and all documents that summarize, describe or refer to the termination of your employment.

14. All documents that summarize, describe or refer to any and all remuneration you received from the NFLPA and/or PLAYERS INC from January 1, 1997 to the date of production.

15. All communications with the NFLPA and/or PLAYERS INC from the termination of your employment to the present that refer to retired NFL players.

1 **PROOF OF SERVICE**

2 I, Teri Martin, declare:

3 I am a resident of the State of California and over the age of eighteen years, and not a
4 party to the within action; my business address is 1001 Page Mill Road, Building 2, Palo Alto,
5 CA 94304. On August 6, 2007, I served the within document(s):

6 **NOTICE OF DEPOSITION OF HOWARD SKALL**

- 7 By placing the document(s) listed above in a sealed envelope with postage thereon
8 fully prepaid, in the United States mail, addressed as set forth below.
- 9 By transmitting via facsimile the document listed above to the fax number(s) set forth
10 below on this date before 5:00 p.m.
- 11 By placing the document(s) listed above in a sealed Federal Express envelope and
12 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal
13 Express agent for delivery.
- 14 By electronic mail to the below email addresses:

15 Jeffrey L. Kessler, Esq. 16 David G. Feher, Esq. 17 Eamon O'Kelly, Esq. 18 David Greenspan, Esq. 19 Marc Edelman, Esq. Dewey Ballantine LLP 1301 Avenue of the Americas New York, NY 10019-6092 Email: jkessler@deweyballantine.com Email: dfeher@deweyballantine.com Email: eo'kelly@deweyballantine.com Email: dgreenspan@deweyballantine.com Email: medelman@deweyballantine.com	Kenneth L. Steinthal, Esq. Claire E. Goldstein, Esq. Weil, Gotshal & Manges, LLP 201 Redwood Shores Parkway Redwood Shores, CA 94065 Email: Kenneth.steinthal@weil.com Email: Claire.goldstein@weil.com
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20 I am readily familiar with the Manatt, Phelps & Phillips, LLP's practice of collection and
21 processing correspondence for mailing. Under that practice it would be deposited with the U.S.
22 Postal Service on that same day with postage thereon fully prepaid in the ordinary course of
23 business. I am aware that on motion of the party served, service is presumed invalid if postal
24 cancellation date or postage meter date is more than one day after date of deposit for mailing in
25 affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.

28 Executed on August 6, 2007, at Palo Alto, California.



Teri Martin