

Exhibit E

Issued by the

**UNITED STATES DISTRICT COURT
Southern District of New York**

BERNARD PAUL PARRISH et al.

Plaintiffs,

V.

SUBPOENA IN A CIVIL CASE

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

NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION et al.

Defendants.

TO: **Topps Company, Inc.**
c/o Mioko C. Tajika, Esq.
Ingram Yuzek Gainen Carroll & Bertolotti, LLP, 250 Park Ave.
New York, New York 10177

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

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
McKool Smith P.C., 575 Madison Ave., 10 th Floor, New York, New York 10022	January 30, 2008 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

Jill Adler Naylor, Attorney for Plaintiffs

January 4, 2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE

Jill Adler Naylor, McKool Smith P.C., 300 Crescent Court, Suite 1500, Dallas, TX.
Ph. (214) 978-4000 Fax. (214) 978-4044

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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

1 **Rule 45, Federal Rules of Civil Procedure, Parts C & D**

2 **(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

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

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

10 (2)(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may,
11 within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after
12 service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the
13 designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and
14 copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection
15 is made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to
16 compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party
17 from significant expense resulting from the inspection and copying commanded.

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

19 (i) fails to allow reasonable time for compliance;

20 (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
21 where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of
22 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
23 the state in which the trial is held, or

24 (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

25 (iv) subjects a person to undue burden.

26 (B) If a subpoena

27 (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

28 (ii) requires disclosure of an un-retained 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 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.

(2) 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.

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. These document requests are directed not only to those documents in the
13 possession, custody, or control of you or your directors, officers, trustees, agents, employees,
14 representatives, and unless privileged, legal counsel, but also to those documents in the
15 possession, custody, or control of any "person" (as defined herein) that you control and to any
16 documents in the possession, custody, or control of any directors, officers, trustees, agents,
17 employees, representatives, and unless privileged, legal counsel of any such person. For any
18 documents whose location is unknown, state the names and addresses of any persons that might
19 possess or know the location of such documents.

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

24 E. The word "document" shall mean, without limitation, writings, drawings,
25 graphs, charts, photographs, phonorecords, and other data compilations from which information
26 can be obtained or translated, if necessary, into reasonably usable form.

27 F. The word "person" shall mean any natural person, corporation, partnership,
28 firm, association, joint venture, sole proprietorship, trust, department, agency, or any other legal,

1 business, union, or governmental entity. Unless otherwise stated, all references to corporations or
2 other legal entities (including, without limitation, the parties to this action) shall encompass all
3 predecessor or successor corporations or other legal entities; all past and present parent,
4 subsidiary, and affiliate corporations or other legal entities; and all past or present shareholders,
5 directors, officers, trustees, agents, employees, representatives, and, where not privileged, in-
6 house or outside legal counsel for such corporations or other legal entities.

7 G. The phrasing of these document requests shall be construed so as to make
8 your response inclusive rather than exclusive. Thus, the word "including" is intended to be
9 comprehensive and means "including, but not limited to." Similarly, the singular form of all
10 words includes the plural form and the plural form of all words includes the singular form; the
11 words "and" and "or" shall be interpreted as both conjunctive and disjunctive; the word "any"
12 shall mean "any and all"; and the word "each" shall mean "each and every."

13 H. The term "all documents" includes each and every document that refers,
14 reflects, or relates, directly or indirectly, in whole or in part, to the subject matters described in a
15 given document request. Where originals are not available, authentic copies of such documents
16 may be produced; but, if a document has been prepared in separate copies, or additional copies
17 have been made and the copies are not identical (or which, by reason of subsequent modification
18 of a copy or by the addition of notations, are no longer identical), each non-identical copy is a
19 separate document and should be identified or produced. "Documents" or "document" means the
20 original and all copies and drafts of any written, recorded or graphic matter, including, but not
21 limited to, any notebook, book, pamphlet, periodical, letter, correspondence, telegram, contract,
22 purchase order, bill, invoice, estimate, report, appraisal, memorandum, docket, diary, calendar,
23 interoffice or intraoffice communication, specification, record, study, work sheet, desk calendar,
24 graph, computer run, computer diskette, computer tape, print-out, chart, check register, canceled
25 check, blue print, income tax return, receipt, deed, trust agreement, note, budget, telephone log or
26 record, statement of account, ledger, journal, financial statement, map, check, tape recording,
27 transcription or any other memorial of any conversation, meeting, conference or telephone call,
28 however produced or reproduced, any other form of notation of events or intentions, and any

1 other printed, written, or reproduced matter. To the extent that information requested is stored as
2 computer data or computer-readable data, "documents" shall mean electronic, printed or "hard
3 copy" versions of such data.

4 I. Unless otherwise specified, this Request for Production of Documents (the
5 "Request") shall include all documents dated, prepared, received, applicable, or in effect on or
6 after February 14, 2003 to the date of production. This request shall be continuing so as to
7 require supplemental production if you obtain or discover additional documents subsequent to the
8 date of your production.

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Definitions

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2 1. Unless otherwise indicated, the following definitions apply to these requests
3 for production:

4 A. "You," or "Your," refers to Topps Company, Inc. and all of its officers,
5 directors, current and former employees, agents, assigns, affiliates, representatives
6 (including advisors), partners, subsidiaries, affiliates, partnerships, predecessors in
7 interest, attorneys, and all persons acting or purporting to act on its behalf.

8 B. PLAYERS INC. refers to PLAYERS INC. and all of its officers, directors,
9 current and former employees, agents, assigns, affiliates, representatives (including
10 advisors), partners, subsidiaries, affiliates, partnerships, predecessors in interest,
11 attorneys, and all persons acting or purporting to act on its behalf.

12 C. "NFL Players Association" or "NFLPA" refers to NFL Players Association
13 and all of its officers, directors, current and former employees, agents, assigns,
14 affiliates, representatives (including advisors), partners, subsidiaries, affiliates,
15 partnerships, predecessors in interest, attorneys, and all persons acting or
16 purporting to act on its behalf.

17 D. "Retired Players" means any and all former NFL players.

18 E. "GLA" means any contract with a Retired Player (or solicitation or offer
19 for such contract) relating to the licensing of a Retired Player's name or image.
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Document Requests

1. All documents that summarize, describe, or refer to any royalties or other consideration paid by or to PLAYERS INC and/or the NFLPA, pursuant to the 2004 License Agreement and 2007 License Agreement as defined by the Friss Declaration filed in this Lawsuit, including but not limited to all documents showing how such royalties or other consideration were calculated.

2. All of the drafts and correspondence or communications between PLAYERS INC and YOU relating to the negotiation, drafting or execution of the 2004 License Agreement and 2007 License Agreement as defined by the Friss Declaration filed in this Lawsuit.