

## EXHIBIT J

to the Declaration of Ryan Hilbert  
in Support of Plaintiffs' Opposition to  
Defendants' Motion for Summary Judgment

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

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

Plaintiffs,

vs.

CIVIL ACTION NO. C07 0943 WHA

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

Defendants.

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VIDEOTAPED DEPOSITION OF DOUG ALLEN  
LOS ANGELES, CALIFORNIA  
SEPTEMBER 7, 2007

Reported by Terrie C. Barker, CSR No. 12000

1 BY MR. LeCLAIR:

2 Q. Is the agreement still in effect today,  
3 Mr. Allen, as far as you know?

4 A. I have no idea.

5 Q. Was it in effect when you left Players  
6 Inc.?

7 A. There have been revisions in the original  
8 license agreement, and I'm not sure what the latest  
9 one is without refreshing my recollection with the  
10 documents.

11 Q. Let's turn to paragraph 4. This defines the  
12 term "gross licensing revenue." Do you see that?

13 A. I do.

14 Q. And it has a subparagraph A that excludes  
15 certain revenue from gross licensing revenue.

16 A. Um-hmm.

17 MR. FEHER: You need to give an audible  
18 answer.

19 THE WITNESS: I'm sorry. Yes.

20 BY MR. LeCLAIR:

21 Q. Between 2003 and 2007, as far as you know,  
22 were these exclusions still in effect?

23 A. Yes.

24 Q. And Exclusion 5 is, "Amounts received by  
25 retired players pursuant to group licensing

1 assignments or group licensing rights."

2 Do you see that language?

3 A. I do.

4 Q. Why was that amount excluded from gross  
5 licensing revenues?

6 MR. FEHER: It relates to conduct in 2000.  
7 But in the interest of efficiency, I'll allow it.

8 THE WITNESS: Because it would have been  
9 counting the money twice to have included it if it  
10 was already paid out to retired players.

11 BY MR. LeCLAIR:

12 Q. And does that refer to amounts actually paid  
13 out to retired players?

14 A. It refers to amounts received by retired  
15 players pursuant to group licensing assignments or  
16 group licensing rights.

17 Q. Now, I want to be sure that I understand how  
18 this actually worked. If a sponsor negotiated a  
19 specific payment to a retired player, is it correct  
20 that that payment was made to Players Inc. and then  
21 distributed to the player?

22 A. Sometimes.

23 Q. Was it ever distributed directly to the  
24 player?

25 A. On occasion.

1 Q. And if it was distributed to the player, it  
2 did not count as gross licensing revenue?

3 A. Do you mean by that that it would have been  
4 included in amounts received by retired players?

5 Q. No. Let me start fresh.

6 If an arrangement was made with a sponsor to  
7 use a retired player and that was done through a  
8 license with Players Inc. and the player then  
9 received 15,000 that was paid from the sponsor to  
10 Players Inc. and then distributed to the player --  
11 are you with me so far?

12 A. I am.

13 Q. That 15,000 would not count as gross  
14 licensing revenue under this agreement?

15 A. Correct.

16 Q. If a sponsor paid to Players a sum for  
17 retired player rights that did not directly relate to  
18 an individual player or get distributed directly to  
19 an individual player, would it still count as gross  
20 licensing revenue?

21 MR. FEHER: Objection to form.

22 THE WITNESS: I can't think of an example  
23 where that happened.

24 BY MR. LeCLAIR:

25 Q. You don't recall any payments made to

1 Players Inc. for retired player rights that were not  
2 specifically identified to a player?

3 A. There may have been some examples of that  
4 where the participation of the players was on a  
5 price-per-player basis and all of the money was  
6 distributed to the players. But it would have  
7 been -- I can't think of an example where the money  
8 would have not been distributed on that basis.

9 Q. So is it your recollection, Mr. Allen, that  
10 every dollar of retired player licensing income  
11 received by Players Inc. was distributed to retired  
12 players 100 percent?

13 MR. FEHER: Objection.

14 THE WITNESS: I don't know whether it was a  
15 hundred percent, but any exception to that would have  
16 been very, very small. And I can't think of any.

17 BY MR. LeCLAIR:

18 Q. Let's look at page 4 at the top. And I'm  
19 going to ask you about subparagraph B. And I want to  
20 specifically ask about this as applied during the  
21 time period 2003 through 2007; okay?

22 It states, "Players Inc. hereby agrees to  
23 pay to such players as have currently licensed NFLPA  
24 to use their group licensing rights and who meet the  
25 eligibility requirements set forth in Section 4(D)

1 licensing income specifically given to at the NFLPA?

2 What person?

3 A. I'm sorry. Say that again.

4 Q. I'm just trying to get the name of the  
5 person at the NFLPA who was given this accounting of  
6 retired player income?

7 A. It was provided to -- it was provided in  
8 financial accounting to the executive director and to  
9 me. And it was provided to the Board of Player Reps  
10 on an annual basis in a report to them, in both  
11 writing and orally.

12 Q. Back to the group licensing revenue as  
13 defined in this agreement, Exhibit 14. We looked at  
14 the provision that provides that 60 percent of it  
15 goes to the active players; is that correct?

16 MR. FEHER: Objection.

17 BY MR. LeCLAIR:

18 Q. Specifically, I was referring to the  
19 provision on page 4, which in paragraph 4(B) refers  
20 to "a royalty in the amount of 60 percent of gross  
21 licensing revenues, as defined in Section 4(A)  
22 above," paid to the players.

23 A. Yes, I see that.

24 Q. And that's to the active players; right?

25 A. It's to the players who meet the eligibility

1 requirements of that section including having  
2 provided their group licensing rights and meeting the  
3 eligibility requirements set forth in Section 4(D),  
4 which is what we discussed earlier was determined by  
5 the NFLPA player reps periodically and included the  
6 requirement that you have played either the last game  
7 of the previous season or the first game of the  
8 season in question before you got a distribution of  
9 the equal-share royalty.

10 Q. It was paid as an equal-share royalty to all  
11 of such players?

12 A. Yes.

13 Q. In other words, every player who met the  
14 eligibility requirements received the identical  
15 royalty?

16 A. Yes.

17 Q. And if an active player became a retired  
18 player, he might still get the equal-share royalty if  
19 he met the eligibility requirements as established by  
20 the NFLPA?

21 A. He would have to have been a recently  
22 retired player, but yes.

23 Q. And actually, the eligibility requirements,  
24 the NFLPA board could have set the eligibility  
25 requirements to include retired players; correct?

1 MR. FEHER: Objection to form.

2 THE WITNESS: They had the authority to  
3 determine the eligibility requirements. The NFLPA  
4 had the authority to establish those requirements and  
5 that was -- the board made a decision that they  
6 wanted to be the ones to do that and did -- the  
7 players.

8 BY MR. LeCLAIR:

9 Q. As you understood it, they had the power to  
10 define the eligibility to include or exclude retired  
11 players?

12 MR. FEHER: Objection to form.

13 THE WITNESS: I believe that the Board of  
14 Players had the authority to determine the  
15 eligibility requirements.

16 BY MR. LeCLAIR:

17 Q. Is there any reason that you know of that --  
18 strike that. Let me ask it this way.

19 I think you earlier agreed with me that Herb  
20 Adderley would have been defined within paragraph  
21 4(B) if he gave -- assuming he gave a Group Licensing  
22 Authorization, he met the definition of paragraph  
23 4(B)?

24 MR. FEHER: Objection to form.

25 THE WITNESS: No. I said literally it

1 applied to him, but he would have to meet the 4(D)  
2 requirements and you, by virtue of your question and  
3 me by my answer, affirmed that he didn't.

4 BY MR. LeCLAIR:

5 Q. Understood. So not only Herb Adderley but  
6 all other retired players who signed a Group  
7 Licensing Authorization literally met the terms of  
8 paragraph 4(B), other than the eligibility  
9 requirements of 4(D)?

10 MR. FEHER: Objection to form.

11 THE WITNESS: That's a little bit like  
12 saying I'd have hair if I wasn't bald, but I am.

13 BY MR. LeCLAIR:

14 Q. Sure. But humor me and tell me if that's  
15 accurate.

16 A. If what's accurate?

17 Q. That they met the definition of 4(B) but for  
18 the eligibility requirements of 4(D).

19 MR. FEHER: Objection to form.

20 THE WITNESS: I don't -- I think that's  
21 different from what I said, which is that 4(B) would  
22 apply to them by its terms, but 4(D) would have  
23 excluded retired players who didn't meet the  
24 eligibility requirements established by the NFLPA  
25 Board of Player Reps.

1 BY MR. LeCLAIR:

2 Q. And there's nothing that you know of that  
3 would have prevented the NFLPA from establishing  
4 eligibility requirements that included the retired  
5 players; correct?

6 MR. FEHER: Objection to form.

7 THE WITNESS: I don't think that --  
8 obviously, the NFLPA board of reps in their  
9 consideration of that issue determined that wasn't  
10 appropriate.

11 BY MR. LeCLAIR:

12 Q. I understand that's what they did. I'm just  
13 saying there wasn't anything that you know of that  
14 would have prevented them from saying, "Let's include  
15 the retired players who signed GLAs within this  
16 eligibility requirement"?

17 MR. FEHER: Objection to form.

18 THE WITNESS: Are you asking me if they  
19 could have done that?

20 BY MR. LeCLAIR:

21 Q. Yes.

22 MR. FEHER: Objection to form.

23 THE WITNESS: I suppose so.

24 (Exhibit 15 marked)

25 ///

1 Mr. Adderley on Exhibit 17 as "highly confidential."

2 MR. FEHER: You should separately contact  
3 the lawyers at my office who are dealing with  
4 document production. Because I'm sure they had no  
5 intent. It's just that they didn't want to make  
6 designation decisions for you.

7 BY MR. LeCLAIR:

8 Q. Mr. Allen, the next to the last paragraph  
9 states, "It is further understood that the moneys  
10 generated by such licensing of retired player group  
11 rights will be divided between the player and an  
12 escrow account for all eligible NFLPA members who  
13 have signed a Group Licensing Authorization Form."

14 Do you see that language?

15 A. I do.

16 Q. When it refers to an escrow account for all  
17 eligible NFLPA members who have signed a Group  
18 Licensing Authorization Form, was there such an  
19 account created?

20 A. No, because all of the money was distributed  
21 to the players who participated.

22 Q. So you did not divide the money at all  
23 between the player and an escrow account. You didn't  
24 even create an escrow account?

25 A. There was no money to create it with. We

1 wouldn't have been able to get the players to do it  
2 in the first place if they weren't getting paid. We  
3 learned that lesson. And all of the money secured  
4 for retired player licensing was distributed to the  
5 players who were involved in those license programs.  
6 There was no other money to escrow. There was no  
7 other money to divide. And if we had -- if we had  
8 discounted it and taken money out of it, we wouldn't  
9 have gotten the players to participate in the first  
10 place.

11 MR. FEHER: Object to the form.

12 BY MR. LeCLAIR:

13 Q. How long did this language stay in the  
14 Retired Player GLA Form?

15 A. I don't know.

16 Q. I think it was in there probably about ten  
17 years. Does that make sense to you?

18 A. I don't know.

19 Q. Do you know why you didn't take it out?

20 MR. FEHER: Objection to form.

21 THE WITNESS: I think -- well, my opinion is  
22 because we were hopeful that we would be able to  
23 generate through group player licensing of retired  
24 players a sufficient amount of money to do that, but  
25 that was never the case.

1 or agent. But if it -- I think I gave you one  
2 example in Photo File where that would not have been  
3 the case. That would have just been -- the player  
4 would have gotten a check after the use. That was an  
5 unusual circumstance. Almost every instance that I  
6 can recall, the player would have been aware of it  
7 ahead of time, because there would have been some  
8 discussion about what he was doing.

9 Q. And what was Photo File actually doing with  
10 retired player images? What were they doing?

11 A. Selling photographs.

12 Q. And how much -- was the retired player paid  
13 everything that was paid to Players Inc. for that?

14 MR. FEHER: Objection.

15 THE WITNESS: I don't remember.

16 BY MR. LeCLAIR:

17 Q. So it's at least possible --

18 A. That was a pretty small license in terms of  
19 gross dollars. I really don't remember.

20 Q. In most of the occasions that you recall, if  
21 a retired player was going to be engaged to provide  
22 some additional service or autographs or something  
23 like that, there would be a separate GLA entered into  
24 with the -- with Players Inc.?

25 A. No. There would be a discussion and a

1 memorialization of what the terms were, but it  
2 wouldn't necessarily be in a form like this.

3           If the player was committed to signing so  
4 many autographs for so much per autograph, there  
5 would be a letter that said that to the player to  
6 make sure that the player is clear on the terms. But  
7 it wouldn't be in this form.

8           Q. Was it the policy of Players Inc. to notify  
9 a player -- retired player -- all my questions from  
10 now until we change are going to be about retired  
11 players.

12          A. All right.

13          Q. Was it the policy of Players Inc. to notify  
14 a retired player any time his image was licensed to  
15 anyone?

16          A. I think as I described earlier, that  
17 happened routinely -- most of the time, anyway --  
18 because there were particular services involved and  
19 the player had to be aware of those and commit to  
20 them ahead of time.

21          Q. I understand that was generally the case.  
22 I'm asking you was it the policy that the player be  
23 notified in any circumstance in which that player's  
24 image was licensed, retired player?

25               MR. FEHER: Objection.

1 A. Yes, but I don't recall when.

2 Q. I note in the last sentence of the letter it  
3 says, "Enjoy the rest of the 2003 NFL season." So  
4 I'm assuming this letter was sent sometime during the  
5 fall of 2003. Is that logical from your perspective?

6 A. That's a reasonable assumption.

7 Q. Do you recall the purpose in sending this  
8 letter?

9 MR. FEHER: Objection to form.

10 THE WITNESS: Yes.

11 BY MR. LeCLAIR:

12 Q. What was the purpose?

13 A. It was to encourage retired players to  
14 participate and to give the NFLPA access to them and  
15 to help them understand why that would be productive.

16 Q. Was there concern that you did not have  
17 enough Retired Player GLAs and you were trying to  
18 increase that number?

19 A. I think we were always interested in having  
20 more players participate. The more the merrier.

21 Q. In the second paragraph, it -- I think it's  
22 the third sentence, it says, "This allows the NFLPA  
23 to provide extensive services and benefits to retired  
24 players in return for modest retired player dues of  
25 \$50 per year."

1 Q. And paragraph 1(A) states that, "Players  
2 Inc. represents that it is a licensing affiliate of  
3 the National Football League Players Association;  
4 that the NFLPA has been duly appointed and is acting  
5 on behalf of the football players of the National  
6 Football League who have entered into a Group  
7 Licensing Authorization." And then it talks about  
8 the forms of that. And then it states, "Licensee  
9 acknowledges that Players Inc. also on occasion  
10 secures authorization for inclusion in Players Inc.  
11 licensing programs from players, including but not  
12 limited to retired players, who have not entered into  
13 such Group Licensing Authorization but who  
14 nevertheless authorize Players Inc. to represent such  
15 players for designated Players Inc. license  
16 programs."

17 My first question, Mr. Allen, is: Is it  
18 correct that the reference in paragraph 1(A) to  
19 players who have entered into a Group Licensing  
20 Authorization would include retired players?

21 MR. FEHER: Objection to form.

22 THE WITNESS: No, it is not accurate to say  
23 that.

24 BY MR. LeCLAIR:

25 Q. The last sentence which talks about

1 authorization for inclusion in Players Inc. licensing  
2 program from players including but not limited to  
3 retired players, does that reference retired players  
4 who signed GLAs different than the standard form  
5 attached to the -- to this license agreement?

6 MR. FEHER: Objection.

7 THE WITNESS: I believe so.

8 BY MR. LeCLAIR:

9 Q. Look at paragraph 2. Paragraph 2 is  
10 entitled "Grant of License." Do you understand this  
11 to be the provision of the contract that provides  
12 what EA is licensed to do?

13 A. I think that -- what EA is licensed to do is  
14 something that has to be gleaned from the entire  
15 document. But the grant of license -- this section  
16 is titled "Grant of License," so it certainly is a  
17 place in the document where that's addressed.

18 Q. Paragraph 2(A) states, "Upon the terms and  
19 conditions hereinafter set forth, Players Inc. hereby  
20 grants to licensee and licensee hereby accepts the  
21 exclusive right, license, and privilege of utilizing  
22 the trademarks and names of Players Inc. which may be  
23 amended from time to time by Players Inc. and the  
24 names, likenesses (including, without limitation,  
25 numbers), pictures, photographs, voices, facsimile

1 signatures and/or biographical information  
2 (hereinafter 'identity') of the NFL players  
3 referenced in paragraph 1(A) above."

4 Do you see that language?

5 A. Yes.

6 Q. In fact, did you intend to license all the  
7 players referenced in paragraph 1(A)?

8 MR. FEHER: Objection to form.

9 THE WITNESS: I think the language speaks  
10 for itself. I'm not too sure I understand the  
11 question.

12 BY MR. LeCLAIR:

13 Q. Well, specifically, isn't it a fact that  
14 this grant of license licenses those retired players  
15 who have entered into Group Licensing Authorizations  
16 with the NFLPA and Players Inc.?

17 MR. FEHER: Objection to form.

18 THE WITNESS: Well, Group Licensing  
19 Authorization, as used in paragraph 1(A), has a  
20 specific meaning in this document that's defined by  
21 Attachment A. And by definition, retired players  
22 would not have entered into Attachment A. So I'm not  
23 sure where that puts your question.

24 BY MR. LeCLAIR:

25 Q. My question is: The licenses of all the

1 players referenced in paragraph 1(A), do you  
2 acknowledge that paragraph 1(A) references retired  
3 players who have authorized Players Inc. to represent  
4 such players?

5 MR. FEHER: Objection to form.

6 THE WITNESS: I think paragraph 1(A) says  
7 what it says and speaks for itself. It is true that  
8 paragraph 2(A) references NFL players referenced in  
9 paragraph 1(A) above.

10 BY MR. LeCLAIR:

11 Q. And I'm asking you your understanding as the  
12 president of Players Inc. and the signatory of this  
13 agreement, isn't it a fact that the grant of license  
14 includes the grant of the retired players who have  
15 given authorization to Players Inc. to represent such  
16 players for designated Players Inc. licensed  
17 programs?

18 A. "It includes retired players who have not  
19 entered into such group licensing authorizations, but  
20 who nevertheless authorize Players Inc. to represent  
21 such players for designated Players Inc. license  
22 programs."

23 Q. Turn over to page 3, PI00057. Is it correct  
24 that Players Inc. received a guaranteed minimum  
25 royalty of \$25 million for its use of the rights

1 licensed hereunder for the original license period?

2 A. Yes.

3 Q. In fact, this is the biggest license  
4 agreement ever entered into up to this time by  
5 Players Inc., isn't it?

6 A. Up to this time, yes.

7 Q. How much of that \$25 million that was the  
8 guaranteed minimum royalty payment was paid to  
9 retired players who signed GLAs?

10 A. I don't know that any of it was.

11 Q. Do you know that it wasn't?

12 A. Well, there's -- including the marketing  
13 money that is -- that was paid under this contract,  
14 the money was paid out to the NFLPA, to Players Inc.,  
15 and to players who were eligible for an equal-share  
16 royalty and to players who performed services for EA  
17 and were paid for those services.

18 Q. Sure. I mean, if EA entered into a separate  
19 agreement to pay somebody for services, they got paid  
20 for it. I understand that.

21 A. But that is what -- that is what the  
22 marketing dollars were in part used to accomplish.

23 Q. When you refer to "marketing dollars," what  
24 dollars are you referring to?

25 A. I'm looking for it.

1 to an NFL club, is seeking to become under contract  
2 to an NFL club, or at any time in the past was under  
3 contract to an NFL club, or from such player's agent,  
4 permission or authorization for the use of such  
5 player's name, facsimile signature, image, likeness  
6 (without including limitation, number), photograph or  
7 biography in conjunction with the licensed products  
8 herein."

9 That language is pretty clear, isn't it,  
10 that EA is not to seek rights directly from any  
11 retired NFL player; correct?

12 MR. FEHER: Objection to form.

13 THE WITNESS: It says "Except as otherwise  
14 provided for herein, licensee agrees and acknowledges  
15 that it shall not secure or seek to secure directly  
16 from any player who was under contract to an NFL  
17 club, or from such player's agent, permission or  
18 authorization," so the answer to that question is  
19 yes, with respect to the licensed products in this  
20 agreement.

21 BY MR. LeCLAIR:

22 Q. Understood. Why did you want that provision  
23 in there?

24 MR. FEHER: Objection to form and instruct  
25 the witness to not answer with respect to any

1 attorney-client communications, if there are any.

2 THE WITNESS: Well, there certainly were  
3 about this language over the years. So if you don't  
4 mind, if I could get the question again so that I  
5 don't stray into the counsel area.

6 BY MR. LeCLAIR:

7 Q. I appreciate this. You've been given a  
8 difficult task here, but -- because of the privilege  
9 assertion.

10 My question, though, is very simple: Why  
11 did Players Inc. -- strike that. I need a  
12 preliminary question.

13 Who asked for this provision, paragraph 13?  
14 Was it Players Inc. or EA?

15 A. Players Inc.

16 Q. Why did Players Inc. want this provision?

17 MR. FEHER: Same instruction.

18 THE WITNESS: Well, it's difficult for me to  
19 give a comprehensive answer to that without divulging  
20 conversations with counsel. But separate from those  
21 conversations, I can say that it was important so  
22 that we could provide a reliable delivery of a  
23 critical mass of players to licensees and that there  
24 wouldn't be confusion about who was going to be  
25 involved and on what basis they were going to be

1 involved. And it had been our experience in the past  
2 that that confusion made it more difficult for  
3 competitors to secure a reliable critical mass of  
4 players and in our view was better for the  
5 marketplace -- it was procompetitive to be a reliable  
6 provider of a critical mass of those players because  
7 there were very few places that that could be  
8 accomplished efficiently, reliably, and to the  
9 benefit of the players involved. And that was one of  
10 the reasons that this provision existed.

11 Q. And just so it's clear on the record, that  
12 meant that EA could not go directly to Herb Adderley  
13 and Herb Adderley could not go directly to EA with  
14 respect to these licensed products; correct?

15 MR. FEHER: Objection to form.

16 THE WITNESS: Well, this provision did not  
17 restrict by definition Herb Adderley. It -- whatever  
18 impact it had was on EA.

19 BY MR. LeCLAIR:

20 Q. Well, Herb Adderley could go to EA. It's  
21 just that he couldn't get any agreement with him  
22 because they couldn't sign one with him related to  
23 the licensed products because they agreed with you  
24 they wouldn't; correct?

25 A. With respect to the licensed products, this

1 agreement -- this non-interference clause applied to  
2 EA.

3 Q. Just so the answer is clear, that meant that  
4 Herb Adderley perhaps wasn't restricted from  
5 approaching EA, but EA was restricted from entering  
6 into any agreement directly with him?

7 MR. FEHER: Objection to form.

8 THE WITNESS: EA was bound by the terms and  
9 conditions of this agreement.

10 BY MR. LeCLAIR:

11 Q. And do you understand that that meant that  
12 they could not enter into an agreement directly with  
13 Herb Adderley related to the licensed products?

14 A. I think that paragraph 13 speaks for itself,  
15 and we've covered that.

16 Q. You're the president of Players Inc. and you  
17 signed this, and I just want to make sure I have your  
18 understanding. Isn't it a fact that you understood  
19 that you were restricting EA from entering into a  
20 license directly with Herb Adderley related to the  
21 licensed product?

22 A. We were obligating EA to abide by the  
23 language of this and the other provisions of this  
24 agreement.

25 Q. And do you have any understanding about my

1 question? Do you understand whether this language,  
2 in fact, prevents EA from entering into an agreement  
3 with Herb Adderley directly related to the licensed  
4 products?

5 A. With respect to the licensed products  
6 contained in this agreement, yes.

7 Q. Okay. Why don't we take a break.

8 MR. FEHER: Before we take our break, just  
9 one thing to follow up.

10 Counsel, do you recall when we were going  
11 over the Players Inc. NFLPA License Agreement, there  
12 were some questions relating to gross licensing  
13 revenues. And you asked a question about why. I  
14 forget the exact question, but it was in more  
15 detail. And at a certain point, I indicated that it  
16 was my belief that it related solely to active  
17 players and I was going to instruct the witness not  
18 to answer.

19 During our breaks, I've consulted with some  
20 of my co-counsel who were at the hearing, and while I  
21 don't -- I'm not changing my belief in terms of its  
22 close connection to the counsel -- I'm sorry -- its  
23 close connection to active players as opposed to  
24 retired players -- in an abundance of caution,  
25 because we only want Mr. Allen to do this once, if

1           A.    I think we gave them some information that  
2 they asked for.  I think we -- beyond that, without  
3 reviewing it with counsel on the paperwork, I don't  
4 recall.

5                   (Exhibit 49 marked)

6 MR. LeCLAIR:

7           Q.    Let me show you what I've marked as  
8 Exhibit 49.  Exhibit 49 is an e-mail from Veronica  
9 Jenkins to various people including Gene Upshaw and  
10 you, Mr. Allen.  Subject:  Canton Powerpoint  
11 presentation.  It's Bates-stamped PI095177 through  
12 188.  And the cover e-mail says, "Attached is an  
13 updated version of Doug's Canton presentation.  
14 Please delete the previous version."

15                   Do you recall this Powerpoint presentation?

16           A.    Yes.

17           Q.    And to whom did you give this presentation?

18           A.    A meeting prior to the Hall of Fame and  
19 Canton of Hall of Fame players and players from the  
20 surrounding area who were NFLPA members.

21           Q.    In 2006?

22           A.    No, I didn't do this in 2006.

23           Q.    I'm sorry.  This was in 2003?

24           A.    Yes.

25           Q.    And why did you make a presentation at that

1 time?

2 A. This wasn't the only time I made this kind  
3 of presentation. It was a good opportunity to inform  
4 retired players that -- answer their questions and  
5 seek their support for retired player marketing and  
6 licensing programs.

7 Q. Turning to page Bates-stamped 179, is -- is  
8 the information on that page accurate, to the best of  
9 your knowledge?

10 MR. FEHER: Objection to form.

11 THE WITNESS: I believed it to be at the  
12 time. It wasn't prepared by me. It was provided to  
13 me, but I believed it to be accurate at the time. I  
14 don't have any reason to doubt it.

15 BY MR. LeCLAIR:

16 Q. Page 180 references payments to Hall of Fame  
17 players; is that correct?

18 A. It does.

19 Q. And how were you able to break out payments  
20 made to Hall of Fame players?

21 A. I didn't do it. Somebody on the staff did  
22 that by reviewing the records. I mean, there are a  
23 list of players who have been inducted into the Hall  
24 of Fame and somebody cross-referenced the list  
25 against payment.

1 BY MR. LeCLAIR:

2 Q. Mr. Allen, I've shown you what's been marked  
3 as Exhibit 50, which is another Powerpoint  
4 presentation, which has got a cover e-mail from  
5 Meneer Moore dated May 31, 2006, to you. Subject:  
6 Presentation. And it's Bates-stamped P1095089  
7 through 5107. Is this another presentation you made  
8 about Players Inc.?

9 A. I didn't make it.

10 Q. Who made this one?

11 A. Meneer Moore.

12 Q. To whom -- is that a she?

13 A. No, it's a -- an employee of Players Inc., a  
14 former player who works for Players Inc.

15 Q. And to whom did she make this presentation,  
16 if you know?

17 A. He.

18 Q. I'm sorry. "He" make this presentation.

19 A. He made it to the Retired Players Convention  
20 in Phoenix in 2006.

21 (Exhibit 51 marked)

22 BY MR. LeCLAIR:

23 Q. All right. And let me show you what I've  
24 marked as Exhibit 51. Exhibit 51 is an e-mail thread  
25 that is -- the top e-mail is from Lashun Lawson to

## 1 REPORTER CERTIFICATION

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I, Terrie C. Barker, Certified Shorthand Reporter, in and for the State of California, do hereby certify:

That the foregoing witness was by me duly sworn; that the deposition was then taken before me at the time and place herein set forth; that the testimony and proceedings were reported stenographically by me and later transcribed into typewriting under my direction; that the foregoing is a true record of the testimony and proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name this 13th day of September, 2007.

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Terrie C. Barker, CSR No. 12000