

## EXHIBIT M

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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO

PAUL PARRISH and  
HERBERT ANTHONY ADDERLEY,  
on behalf of themselves  
and all others similarly  
situated,

Plaintiffs

vs.

NATIONAL FOOTBALL LEAGUE,           CASE NO. 07-0943  
PLAYERS INCORPORATED, d/b/a  
PLAYERS, INC., a Virginia  
Corporation,

Defendant  
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VIDEOTAPED DEPOSITION OF

JOSEPH H. NAHRA

April 16, 2008

9:00 a.m.

Manatt, Phelps & Phillips

One Metro Center

Suite 1100, 700 12th Street, NW

Washington, D.C.

Reported By: T. S. Hubbard, Jr.

1           A. Well, I would say Doug Allen was  
2 definitely involved.

3           Q. Anyone else that you spoke with  
4 involved?

5           A. Well, I believe the retired players  
6 department was involved in getting the GLAs  
7 signed by retired players.

8           Q. Did you find out how retired players  
9 came to sign the GLA forms? Did you learn  
10 anything about that?

11           A. I did. I don't know whether it applies  
12 to the mid 1990s or whatever time period we are  
13 talking about. I do know from time to time  
14 retired players signed GLAs at the retired  
15 players convention and from time to time retired  
16 players signed GLAs when they joined the Retired  
17 Players Association. My understanding is that  
18 they would be sent a membership kit that  
19 included a GLA.

20           Q. Did the NFLPA people with whom you  
21 spoke indicate that they solicited retired  
22 players to sign the GLA forms?

23           MR. FEHER: Objection.

24           THE WITNESS: I didn't talk to anyone  
25 about that subject in preparation for this.

1 MR. LeCLAIR: Are you instructing him  
2 not to answer?

3 MR. FEHER: I think for this portion of  
4 the deposition since it is 30(b)(6), yes, for  
5 that purpose.

6 BY MR. LeCLAIR:

7 Q. Was it your understanding, Mr. Nahra,  
8 that if license rights were granted to retired  
9 players who signed GLAs, that that money would be  
10 divided between the player and an escrow account  
11 for eligible NFLPA members?

12 A. I don't understand the question. It  
13 doesn't make sense. But --

14 MR. FEHER: Objection.

15 THE WITNESS: We don't grant license  
16 rights to retired players. We grant rights to  
17 companies.

18 BY MR. LeCLAIR:

19 Q. Fair enough. My question is: If  
20 rights were granted a licensee for all retired  
21 players who had signed a GLA without regard to  
22 specific use, was that money to be put into an  
23 escrow account and divided among all eligible  
24 NFLPA members?

25 MR. FEHER: Objection to form.

1 THE WITNESS: Can you be more specific?

2 BY MR. LeCLAIR:

3 Q. Tell me what is not specific about my  
4 question and I will try to amend it. I thought  
5 it was pretty specific.

6 A. Then can you read it back to me.

7 Q. Let me try it one more time just to  
8 save time. Do you understand that the first  
9 sentence of paragraph 5 was intended to cover a  
10 situation where rights were granted to retired  
11 players in a group who had signed a GLA form  
12 with the NFLPA?

13 MR. FEHER: Objection.

14 THE WITNESS: It was the intent of the  
15 NFLPA to have discretion for group licensing  
16 deals as to who the eligible recipients of any  
17 revenue would be.

18 BY MR. LeCLAIR:

19 Q. In other words, discretion to decide who  
20 would share in the money and who wouldn't?

21 MR. FEHER: Objection, you can answer.

22 THE WITNESS: The NFLPA's discretion to  
23 determine who, if anyone, would receive money  
24 generated from a particular program.

25 BY MR. LeCLAIR:

1 Q. Does that mean that by use of the term  
2 "eligible" in the fifth paragraph of this GLA  
3 form that meant that the NFLPA was retaining  
4 sole discretion, an unfettered discretion, to  
5 decide whether a particular member was "eligible"  
6 or "ineligible"?

7 A. I'm not sure what you mean exactly by  
8 sole and unfettered, but it was the intent that  
9 the NFLPA have discretion to determine who was  
10 eligible.

11 Q. Was there any limitation on that  
12 discretion as you understood it?

13 MR. FEHER: Objection, you can answer.

14 THE WITNESS: I'm not aware of any  
15 specific limitation.

16 BY MR. LeCLAIR:

17 Q. So, for example, if the NFLPA didn't  
18 like Bernie Parrish, he could be declared  
19 ineligible and therefore would not share in the  
20 retired player revenue.

21 MR. FEHER: Objection to form.

22 BY MR. LeCLAIR:

23 Q. Is that your understanding?

24 MR. FEHER: Objection.

25 THE WITNESS: I have never discussed

1 any situation like that with anyone at the  
2 NFLPA, so I don't have an understanding.

3 BY MR. LeCLAIR:

4 Q. Have you learned in the course of your  
5 investigation, Mr. Nahra, anything about what  
6 was intended by use of the term "eligible"?

7 A. Yes, I have.

8 Q. What does that mean?

9 A. What I have learned is that the intent  
10 was for the NFLPA to have discretion to  
11 determine who was eligible.

12 Q. Based on what?

13 MR. FEHER: Objection.

14 THE WITNESS: Based on the NFLPA's  
15 determination.

16 BY MR. LeCLAIR:

17 Q. Was there any limitation on their  
18 discretion of which you are aware?

19 MR. FEHER: Objection. You can answer.

20 THE WITNESS: There is no specific  
21 limitation of which I am aware.

22 BY MR. LeCLAIR:

23 Q. Was there ever anything communicated to  
24 retired players of which you are aware to  
25 explain what the NFLPA meant by the use of the

1 than less, weren't they?

2 A. If anything for sure more.

3 Q. Certainly your interest was aligned  
4 with the retired players and not with the  
5 licensees, right, in terms of them playing less  
6 as opposed to more.

7 MR. FEHER: With all of these the same  
8 instructions.

9 THE WITNESS: Well, I don't think that  
10 is a fair characterization. I mean we value our  
11 licensees, they are partners of ours, and that  
12 is exactly why we don't get involved in  
13 negotiations.

14 I want that player to get as much money  
15 as he can, but I am not part of the negotiation.  
16 It is between the player and the licensee. We  
17 are not trying to drive up the price on our  
18 licensees.

19 BY MR. LeCLAIR:

20 Q. So you viewed the NFLPA as neutral  
21 between the licensees and the retired players.  
22 Not really advocating for the retired players.  
23 Just neutral.

24 MR. FEHER: Objection to form.  
25 Non-legal. Non-30(b)(6).

1 CERTIFICATE OF SHORTHAND REPORTER/NOTARY PUBLIC

2

3 I, T. S. Hubbard, Jr., Court Reporter, the  
4 officer before whom the foregoing proceedings  
5 were taken, do hereby certify that the  
6 foregoing transcript is a true and correct record  
7 of the proceedings; that said proceedings were  
8 taken by me stenographically and thereafter  
9 reduced to typewriting under my supervision; and  
10 that I am neither counsel for, related to, nor  
11 employed by any of the parties to this case and  
12 have no interest, financial or otherwise, in its  
13 outcome.

14 IN WITNESS WHEREOF, I have hereunto set my  
15 hand this 21st day of April 2008.

16

17 My Commission Expires:

18 July 19, 2011

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T. S. Hubbard, Jr.

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