

## EXHIBIT I

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

IN THE DISTRICT COURT OF THE UNITED STATES  
NORTHERN DISTRICT  
(SAN FRANCISCO DIVISION)

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

Plaintiffs,

Civil Action

v.

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 HOWARD JAY SKALL

February 14, 2008

9:00 a.m.

Sheraton - Rockville

920 King Farm Boulevard

Rockville, Maryland

Before Linda A. Crockett, a Notary Public

1 A. Yes.

2 Q. Is there any distinction between a  
3 group licensing assignment and a group  
4 licensing authorization?

5 A. No, not to my knowledge.

6 Q. What is your understanding of the  
7 term GLA. Like what is a GLA?

8 A. A GLA is a document that gives to  
9 PLAYERS INC group licensing rights.

10 Q. And how do you define group  
11 licensing rights?

12 MR. MEYER: Object to the form.

13 A. For -- I generally used the term  
14 GLA or defined it with regard to active  
15 players, in which case it means that PLAYERS  
16 INC had the exclusive group licensing rights  
17 when it came to using six or more active  
18 players.

19 Q. Were GLAs also used in connection  
20 with retired players?

21 A. I don't know that they were used.  
22 They were procured for retired players.

23 Q. Do you know -- are there different  
24 versions of the GLA or are they GLA?

25 A. Yes.

1 former players to sign retired player GLAs.

2 Q. In what way did you help them  
3 sign -- in what way did you help retired  
4 players sign GLAs?

5 MR. MEYER: Object to the form.

6 A. If we were at an event and, Hall  
7 of Fame weekend, we're speaking to them or  
8 trying to get them to potentially sign a GLA.

9 Q. Do you recall how many retired  
10 players signed GLAs each year while you were  
11 employed by PLAYERS INC?

12 A. I don't. We were not the main  
13 part of that process.

14 Q. And who was the main part of that  
15 process?

16 A. The Retired Players Department.

17 Q. And who was involved in the  
18 Retired Players Department?

19 A. Andre Collins was the gentleman  
20 that ran that department at the time that I  
21 left PLAYERS INC.

22 Q. Do you know who ran the department  
23 prior to Andre Collins?

24 A. Frank Woschitz ran the department  
25 before him.

1 A. Correct.

2 Q. Was Mr. Woschitz a former player?

3 A. No. No. Sorry.

4 Q. Was Mr. Woschitz there at the time  
5 that you left?

6 A. No.

7 Q. But Mr. Collins was?

8 A. Yes.

9 Q. Do you know how many people were  
10 in the Retired Players Department?

11 A. I don't exactly, you know.

12 Q. A dozen, half a dozen?

13 A. About a half dozen.

14 Q. Did that number change while you  
15 were employed by PLAYERS INC?

16 A. I don't know.

17 Q. What role did the Retired Players  
18 Department play in connection with procuring  
19 retired player GLAs?

20 A. It was my understanding that they  
21 were the ones that were the most proactive in  
22 procuring those GLAs.

23 Q. Were there others that were  
24 proactive in procuring GLAs for retired  
25 players?

1           A. As I said, player marketing would  
2 assist in that occasionally. I don't know  
3 specifically of any others.

4           Q. Upon procuring retired player  
5 GLAs, what did the retired player department  
6 do with those GLAs?

7           A. I don't know.

8           Q. When we say procured retired  
9 player GLAs, is it fair to say that we're  
10 talking about signed GLAs, GLAs that are  
11 signed by retired players?

12          A. Yes.

13                   (Whereupon, Skall Deposition  
14 Exhibit No. 140, copy of 2004 to 2006 NFLPA  
15 retired players directory, marked.)

16 BY MR. HILBERT:

17           Q. Mr. Skall, the exhibit that the  
18 court reporter just handed you, Exhibit 140,  
19 it's a copy of the 2004 to 2006 NFLPA retired  
20 members directory. I actually only have one  
21 question, a couple questions directed at one  
22 particular page. I apologize for the volume.  
23 Have you ever seen this document before, in  
24 its original form, I should say?

25          A. Not to my recollection.

1 and not retired player GLAs?

2 A. From my involvement with the GLAs,  
3 the format is the key to me in differentiating  
4 them.

5 Q. Other than format, there's no  
6 reason -- other than format, do you have any  
7 reason to believe that these are not active  
8 player GLAs?

9 MR. MEYER: Object to the form.

10 A. Can you restate that?

11 Q. That was bad. Is there anything  
12 other than the format that would cause you to  
13 think that these are active player GLAs and  
14 not retired player GLAs?

15 A. No.

16 Q. Have you ever heard of the term ad  
17 hoc agreement?

18 A. Yes.

19 Q. And what is your understanding of  
20 that term?

21 A. Well, from a player marketing  
22 standpoint, I would use the term where we  
23 would do ad hoc agreements with players which,  
24 again, were not pursuant to any group  
25 licensing rights, but pursuant to a company

1 coming to us and wanting to involve a player  
2 in a way that was beyond the group licensing  
3 rights.

4 Q. How would rights be beyond the  
5 group licensing rights?

6 A. For example, there would be, on an  
7 active player case it would be Visa wants a  
8 player to do an endorsement deal, or if  
9 Motorola wants a player appearance, or if  
10 Topps wants a player to sign autographs.

11 On a retired player standpoint, it  
12 would be going out and procuring either a  
13 player's time or the use of his image in a  
14 particular program, a particular product,  
15 something along those lines.

16 Q. Is there any distinction between  
17 licensing a player's name and image, perhaps  
18 marketing collateral, versus licensing their  
19 time, something that might require them to go  
20 somewhere and make an appearance somewhere?

21 MR. MEYER: Object to the form.

22 A. Is there a difference?

23 Q. Yes, from a licensing perspective;  
24 would both be covered under the same form of  
25 license?



1 But a variety of players in many price ranges,  
2 like I said, it could have. I feel like I've  
3 already answered it.

4 Q. This document, what was the  
5 purpose for creating this document?

6 A. The purpose was -- it took us a  
7 little bit of time because it was a few years  
8 after the sponsorship agreement. In the early  
9 part of the sponsorship agreement there was  
10 some questions that came up from NFL sponsors  
11 on how they could or could not use players.  
12 This agreement was the work of a joint effort  
13 between us and the NFL to clarify and come up  
14 with a menu of how they can use players and in  
15 what ways they were -- player usage might be  
16 free and in what way they might have to pay  
17 for such player usage.

18 Q. And sponsors were interested in  
19 the use of retired players as well, correct?

20 A. Sure.

21 Q. So presumably this document also  
22 attempted to address their concerns regarding  
23 retired players as well?

24 MR. MEYER: Object to the form.

25 A. I think that's a fair statement.

1 clubs prohibited from reaching out directly to  
2 retired players for sponsorship or for  
3 licensing opportunities?

4 MR. MEYER: Object to the form.

5 A. Could you repeat that?

6 (The record was read, as  
7 requested.)

8 A. To retired players or to active  
9 players?

10 Q. To retired players?

11 A. I don't believe they were  
12 prohibited.

13 MR. HILBERT: Let's take a quick  
14 break so I can use the restroom. This is a  
15 logical stopping point.

16 THE VIDEOGRAPHER: It's 11:08  
17 a.m., off record, ending DVD 2 in our  
18 continuing deposition.

19 (Recess.)

20 THE VIDEOGRAPHER: Our time now is  
21 11:19 a.m., on record, beginning DVD 3 in our  
22 continuing deposition of Mr. Howard Skall.

23 BY MR. HILBERT:

24 Q. Earlier, Mr. Skall, we were  
25 discussing the NFL sponsorship agreement. I

1 want to go back to our first discussion of  
2 that agreement. You had mentioned that  
3 retired players were paid pursuant to a  
4 provision in that agreement. Do you recall  
5 that testimony?

6 MR. MEYER: Object to the form.

7 A. They are paid through a provision  
8 in that agreement.

9 Q. I believe you said, and you can  
10 correct me if I'm wrong, that retired players  
11 were paid -- the way the retired players were  
12 paid in connection with an NFL sponsor had a  
13 relationship to the NFL sponsorship agreement,  
14 or something along those lines?

15 A. The player marketing department  
16 procured players for NFL sponsors.

17 Q. Who paid those players for the  
18 sponsorship opportunities?

19 A. The payment in those instances  
20 would come from PLAYERS INC to the players.

21 Q. Were there any rules or provisions  
22 in the NFL sponsorship agreement that you  
23 recall that would govern how those payments  
24 would be made or what percentage of particular  
25 payments would have to be made?

1 INC any money in connection with the NFL  
2 sponsorship agreement?

3 MR. MEYER: Can I just say at this  
4 point, you're asking a lot of questions about  
5 the NFL sponsorship agreement and what it  
6 provided. Do you have a copy of it? I mean,  
7 can we look at it?

8 MR. HILBERT: At this point -- I  
9 mean, he did draft a memo that interpreted and  
10 it was to provide clarity to the NFL  
11 sponsorship agreement.

12 Q. Correct?

13 A. Myself and -- I helped create the  
14 memo. I believe Dawn actually drafted it.  
15 But we worked together to create the memo.

16 Q. Are you familiar with the specific  
17 terms of the NFL sponsorship agreement?

18 A. Specific terms, no.

19 Q. Do you recall generally the terms  
20 of the agreement?

21 A. I know how the player marketing  
22 department worked under the terms of the  
23 agreement. But I don't recall the general  
24 terms in the agreement.

25 THE VIDEOGRAPHER: Give me one

1 STATE OF MARYLAND  
2 COUNTY OF BALTIMORE

3 I, Linda A. Crockett, a Notary  
4 Public of the State of Maryland, do hereby  
5 certify that the within named, HOWARD SKALL,  
6 was deposed at the time and place herein set  
7 out, and after having been duly sworn by me,  
8 was interrogated by counsel.

9 I further certify that the  
10 examination was recorded stenographically by  
11 me, and this transcript is a true record of  
12 the proceedings.

13 I further certify that the  
14 stipulations made herein were entered into by  
15 counsel in my presence.

16 I further certify that I am not of  
17 counsel to any of the parties, nor an employee  
18 of counsel, nor related to any of the parties,  
19 nor in any way interested in the outcome of  
20 this action.

21 As witness my hand and notarial  
22 seal this 15th day of February, 2008.

23 My commission expires: December 1, 2008

24 \_\_\_\_\_  
25 Notary Public