

# **EXHIBIT 15**

**Case No. C 07 0943 WHA**

**Parrish v. National Football League Players Association, et al.**

Dewey & LeBoeuf LLP  
1950 University Avenue  
East Palo Alto, California 94303-2225

1 Mark Malin (Bar No. 199757)  
*mmalin@dl.com*  
2 DEWEY & LEBOEUF LLP  
1950 University Avenue, Suite 500  
3 East Palo Alto, CA 94303  
Tel: (650) 845-7000; Fax: (650) 845-7333  
4

5 Jeffrey L. Kessler (*pro hac vice*)  
*jkessler@dl.com*  
6 David G. Feher (*pro hac vice*)  
*dfeher@dl.com*  
7 Eamon O'Kelly (*pro hac vice*)  
*eokelly@dl.com*

8 DEWEY & LEBOEUF LLP  
1301 Avenue of the Americas  
New York, NY 10019  
9 Tel: (212) 259-8000; Fax: (212) 259-6333

10 Kenneth L. Steinthal (*pro hac vice*)  
*kenneth.steinthal@weil.com*  
11 Claire E. Goldstein (Bar No. 237979)  
*claire.goldstein@weil.com*  
12 WEIL, GOTSHAL & MANGES LLP  
201 Redwood Shores Parkway  
13 Redwood Shores, CA 94065  
Tel: (650) 802-3000; Fax: (650) 802-3100  
14

15 Bruce S. Meyer (*pro hac vice*)  
*bruce.meyer@weil.com*  
16 WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, NY 10153  
17 Tel: (212) 310-8000; Fax: (212) 310-8007

18 Attorneys for Defendants National Football League Players Association  
and National Football League Players Incorporated d/b/a Players Inc  
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20 **UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

21 BERNARD PAUL PARRISH, HERBERT  
22 ANTHONY ADDERLEY, WALTER  
23 ROBERTS III,

24 Plaintiffs,

25 v.

26 NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION and NATIONAL  
27 FOOTBALL LEAGUE PLAYERS  
INCORPORATED d/b/a/ PLAYERS INC,

28 Defendants.

Case No. C 07 0943 WHA

**DECLARATION OF ANDREW  
FEFFER IN SUPPORT OF  
DEFENDANTS' OPPOSITION TO  
PLAINTIFFS' MOTION FOR LEAVE  
TO FILE A THIRD AMENDED  
COMPLAINT**

**FILED UNDER SEAL**

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**DECLARATION OF ANDREW FEFFER**

Andrew Feffer, being duly sworn, deposes and hereby declares, as follows:

1. I am Executive Vice President and Chief Operating Officer of National Football League Players Incorporated ("Players Inc") and have held that position since December 4, 2006. I am over twenty-one years of age and have personal knowledge of each of the facts stated herein. If called upon to testify, I could and would testify completely thereto.

2. Players Inc has generated and remitted to retired players tens of millions of dollars over the years from the licensing and marketing of retired players' likenesses or images. Documents that have been produced to Plaintiffs in this lawsuit indicate that for the period of approximately February 14, 2003 to approximately August 2007, Players Inc generated no less than \$29,968,951.09 from the licensing, marketing, and appearances of retired players, and that all of this amount was distributed to the relevant retired players with the exception of approximately \$413,419.77 (or 1.35% of total licensing revenues) that were retained by Players Inc as an administrative fee on certain programs.

3. The amount of \$413,419.77 retained by Players Inc as its fees was a tiny fraction of, and does not remotely offset, Players Inc's costs for generating, facilitating, and coordinating such licensing, marketing, and appearances activities over this four-and-one-half-year period.

4. I understand that in their Third Amended Complaint ("TAC"), Plaintiffs make several allegations regarding Players Inc's Retired Player Group Licensing Program, the Sponsorship Agreement between Players Inc and NFL Properties, Inc. ("Sponsorship Agreement"), and several licensing agreements.

5. A retired player may submit a signed Group Licensing Authorization form ("GLA"), which "authorizes the National Football League Players Association ('NFLPA') and its licensing affiliates the non-exclusive right to use their name, signature, facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively 'image') in the NFLPA Retired Player Group Licensing Program." (emphasis added). This language confirming

1 that the authorization is non-exclusive is included in both of Herbert Adderley's executed GLAs,  
2 which are attached to the TAC as Exhibits B and C thereto.

3           6. The non-exclusive nature of the GLAs permits retired players to pursue  
4 group licensing opportunities with other licensees. One recent and prominent example is the  
5 football video game All-Pro Football 2k8, which was released by Take-Two Interactive. Take-  
6 Two Interactive did not license any retired players' likenesses or images from Players Inc in  
7 connection with this video game. Nevertheless, All-Pro Football 2k8 features the likenesses or  
8 images of 254 retired NFL players.

9           7. I have directed members of Player Inc's staff to review our records to  
10 determine whether any of the 254 retired NFL players featured in All-Pro Football 2k8 are  
11 members of the NFLPA Retired Players Association or have signed GLAs identical to the one  
12 signed by Adderley and attached as Exhibit C to the TAC. Based on that review, approximately  
13 68 of those 254 retired NFL players are regular dues-paying members of the NFLPA Retired  
14 Players Association and 49 of the 254 retired NFL players signed GLAs that are the same as the  
15 one signed by Adderley and attached as Exhibit C to the TAC.

16           8. All-Pro Football 2k8 has received significant media coverage for its use of  
17 the likenesses or images of retired NFL players. Attached hereto as Exhibits A-C are true and  
18 correct copies of media reports regarding All-Pro Football 2k8.

19           9. All-Pro Football 2k8 competes with the Madden 2008 football video game,  
20 which is a Players Inc-licensed product released by Electronic Arts ("EA"). The licensing  
21 agreement between Players Inc and EA executed in 2004, which provided for a guaranteed  
22 minimum royalty of \$25 million per year, also received significant and extensive media  
23 coverage. A small sampling of the significant media coverage, for example, is referred to in  
24 Plaintiffs' Second Amended Complaint ("SAC"), which cites articles from the Wall Street  
25 Journal, Los Angeles Times, Calgary Herald, Arizona Daily Star, and PlayStation Magazine.

26           10. I understand that Plaintiffs allege that the licensing agreements between  
27 Players Inc and EA executed in 2004 and 2005, and attached as Exhibits F and G to the TAC,  
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1 included the granting of the right to use the likenesses or images of retired NFL players who  
2 signed a Retired Players' GLA or otherwise granted their rights to the NFLPA.

3           11. In fact, these licensing agreements did not include a grant of the right to  
4 use the likenesses or images of retired NFL players. Rather, the licensing agreements granted  
5 the right to use the likenesses or images of active NFL players only.

6           12. When EA or any licensee wants to use the likenesses or images of retired  
7 NFL players, such retired players' rights have to be separately obtained.

8           13. In July 2000, EA agreed with Players Inc to license the images of  
9 specifically identified retired NFL players for use in certain EA products. Attached hereto as  
10 Exhibit D is a true and correct copy of the licensing agreement between Players Inc and EA,  
11 dated on or about July 5, 2000.

12           14. In 2006, EA entered into a licensing agreement with both Players Inc and  
13 the Pro Football Hall of Fame, with respect to the group licensing rights of certain Hall of Fame  
14 retired NFL players (and certain Hall of Fame coaches). Attached hereto as Exhibit E is a true  
15 and correct copy of the licensing agreement between Players Inc, EA, and the Pro Football Hall  
16 of Fame, dated April 25, 2006.

17           15. I understand that Plaintiffs also allege that the Retired Player Group  
18 Licensing Program and the GLAs operate in an exclusive manner. The only way in which the  
19 Retired Group Licensing Program or the GLAs could operate in an exclusive manner is with  
20 respect to already-licensed products. The GLAs provide that a player will be excluded from a  
21 particular Players Inc group licensing program in which he would otherwise participate only if he  
22 commits to an individual exclusive endorsement agreement which conflicts with that program  
23 and he notifies Players Inc or the NFLPA. Under no circumstance is a participating player  
24 otherwise excluded from a Players Inc group licensing program by signing an exclusive or non-  
25 exclusive licensing authorization with another entity.

26           16. I understand that Plaintiffs also allege that the Sponsorship Agreement  
27 entered into between Players Inc and NFL Properties, Inc. on January 24, 2001 "would preclude  
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1 retired players such as [Herbert] Adderley from making *individual* deals with many national or  
2 local NFL sponsors.”

3           17. The Sponsorship Agreement permits the NFL’s national sponsors the right  
4 to use the likenesses or images of active NFL players through Players Inc’s group player  
5 licensing rights. In exchange, NFL Properties grants Players Inc a share of the moneys it  
6 receives from its national sponsors (“Annual Sponsorship Payment”). Players Inc is also  
7 obligated under the Sponsorship Agreement to “pay at least 25% of the Annual Sponsorship  
8 Payment (the ‘Active Usage Credit’) directly to active NFL players for player elements beyond  
9 those conveyed to Players Inc and/or the NFLPA under the standard player Group Licensing  
10 Authorization (for which incremental payments to individual players are required) (e.g., player  
11 appearances at sponsor functions, participation in photo/commercial shoots, etc.) requested by  
12 NFL sponsors and approved by Players Inc . . . .” Attached hereto as Exhibit F is a true and  
13 correct copy of the Sponsorship Agreement.

14           18. Although the language of the Sponsorship Agreement provides that the  
15 Active Usage Credit applies to “active NFL players” only, NFL sponsors sometimes request  
16 appearances at and participation in events by individual retired NFL players.

17           19. Typically, Players Inc agrees to such requests on an ad hoc basis. Retired  
18 players who provide such services to NFL sponsors are paid under the Active Usage Credit, i.e.,  
19 from the 25% (or more) of the Annual Sponsorship Payment that would otherwise have gone to  
20 active players. Documents detailing all such payments made to retired players since February  
21 14, 2003 have been produced to Plaintiffs in this lawsuit.

22           20. Furthermore, the Sponsorship Agreement applies to the use of group  
23 licensing rights by NFL sponsors only. For each business category, generally only one company  
24 may be an NFL sponsor at any one time. For example, General Motors is currently the only  
25 automobile manufacturer that is an NFL sponsor. Thus, even in the limited circumstance (as  
26 discussed above in paragraph 15) where a retired NFL player might be excluded from an  
27 individual exclusive endorsement with General Motors because of a pending NFL players group  
28 licensing promotion pursuant to the Sponsorship Agreement, he would still have the opportunity

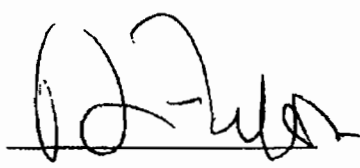
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to participate in an individual or group licensing promotion with Ford, Chrysler, Toyota, Honda,  
or numerous other automobile manufacturers.

I declare under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct.

Dated: October 9, 2007



Andrew Feffer