

# **EXHIBIT 27**

**Case No. C 07 0943 WHA**

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

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\* \* \* HIGHLY CONFIDENTIAL \* \* \*

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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BERNARD PAUL PARRISH, et al,

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE PLAYERS  
ASSOCIATION, et al,

Defendants,

**HIGHLY CONFIDENTIAL**

Case No.: C07 0943 WHA  
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399 Park Avenue  
New York, New York

April 4, 2008  
9:04 a.m.

Deposition of ADAM ZUCKER, pursuant to  
Subpoena, before Sophie Nolan, a Notary Public  
of the State of New York.

ELLEN GRAUER COURT REPORTING CO. LLC  
126 East 56th Street, Fifth Floor  
New York, New York 10022  
212-750-6434  
Ref: 87185A

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14 ALSO PRESENT:

15 JOHN MARTUCCI, Legal Videographer

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2 solicited and received agreements from retired  
3 players authorizing the NFLPA to represent  
4 those retired players?

5 MR. GREENSPAN: Objection to form.

6 A. No.

7 Q. Did you -- did you have any  
8 understanding that there were thousands of  
9 retired players who had granted rights to the  
10 NFLPA to represent them in connection with  
11 negotiation with companies such as Topps?

12 A. No.

13 MR. GREENSPAN: Objection to form.

14 Q. All right. Let's look at paragraph  
15 two on page two under "Grant of License."

16 Did you have occasion to read that  
17 language in paragraph 2-A of the license  
18 agreement?

19 A. Yes.

20 Q. And when it says that it is  
21 granting a license to the "NFL players  
22 referenced in paragraph 1-A above," what did  
23 you understand that phrase to include --

24 MR. EBERT: Objection.

25 Q. -- if you had any understanding?

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2 MR. EBERT: Objection.

3 You can answer.

4 A. Active players.

5 Q. And do you know why it -- it didn't  
6 reference the retired players who are  
7 specifically referred to in paragraph 1-A?

8 MR. EBERT: Objection.

9 A. I don't know.

10 Q. Looking down at paragraph three,  
11 there's a reference to a term called "Premium  
12 Items." Do you see that?

13 A. Yes.

14 Q. And what does that term mean, if  
15 you know?

16 A. I don't know.

17 Q. Did you ever have occasion to -- to  
18 use that term as a part of your work?

19 A. Specifically to --

20 Q. In other words, did you ever  
21 talk -- use the term "premium items" in  
22 anything you did on behalf of the Topps  
23 Company?

24 A. Yes.

25 Q. Okay. And what did -- when you

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2 way?

3 A. For -- for -- for active players,  
4 yes.

5 Q. Did -- was it significant in any  
6 way to retired players?

7 A. No.

8 Q. In other words, if you wanted to  
9 feature retired players, it didn't make any  
10 difference whether you used six or less than  
11 six, that was your understanding?

12 A. It was my understanding that if I  
13 wanted to feature retired players, I would have  
14 to go and secure those rights separately.

15 Q. Linda Purgess in an e-mail at the  
16 top of that same page to Karen Bush with a copy  
17 to you says, "Hi, Karen. We have highlight  
18 agreements with each of these guys. That's why  
19 we're showing three rather than six. Thanks."

20 Do you know what the term  
21 "highlight agreements" means?

22 A. Yes.

23 Q. What is that?

24 A. That would be a respective  
25 autograph agreement or rights agreement.

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2 three of which are featured in this particular  
3 page.

4 A. Two.

5 MR. EBERT: Two.

6 Q. Okay, you're right. Well,  
7 actually, there are three aren't there?

8 A. Peyton Manning is active.

9 MR. EBERT: Peyton Manning is not  
10 retired.

11 Q. Good point. The two retired  
12 players, let's talk about them.

13 A. Okay.

14 Q. Did you understand that you could  
15 feature the retired player's card in an ad if  
16 you had an autograph deal or not?

17 A. With retired players it's not  
18 strictly an autograph deal. It's a rights and  
19 autograph deal and when negotiating those  
20 respective deals for rights and autographs on  
21 retired players, to feature that respective  
22 player in an ad, I would have had to  
23 specifically secured ad rights.

24 This is a gray area when you  
25 feature the actual card in an ad versus just



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STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

I, SOPHIE NOLAN, a Notary Public  
within and for the State of New York, do  
hereby certify:

That ADAM ZUCKER, the witness  
whose deposition is herein before set  
forth, was duly sworn by me and that such  
deposition is a true record of the  
testimony given by such witness.

I further certify that I am not  
related to any of the parties to this  
action by blood or marriage; and that I  
am in no way interested in the outcome of  
this matter.

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

Sophie Nolan  
SOPHIE NOLAN