

EXHIBIT 4

Case No. C 07 0943 WHA

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

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

3 BERNARD PAUL PARRISH, : CIVIL ACTION
4 HERBERT ANTHONY :
5 ADDERLEY, and WALTER :
6 ROBERTS, III, on :
7 behalf of themselves :
8 and all others :
9 similarly situated, :
10 Plaintiffs :

ORIGINAL

11 V. :

12 NATIONAL FOOTBALL :
13 LEAGUE PLAYERS :
14 ASSOCIATION; a :
15 Virginia Corporation :
16 and NATIONAL FOOTBALL :
17 LEAGUE PLAYERS, INC., :
18 d/b/a PLAYERS, INC., :
19 a Virginia corporation:
20 Defendants : JOB NO. 200714

21 February 20, 2008

22 Videotape deposition of HERBERT
23 ANTHONY ADDERLEY, held in the offices of
24 Blank Rome, One Logan Square, 9th Floor,
Philadelphia, Pennsylvania 19103,
commencing at 8:30 a.m. on the above
date, before Teresa M. Beaver, a
Federally-Approved Registered
Professional Reporter and a Notary Public
in the Commonwealth of Pennsylvania.

25 ESQUIRE DEPOSITION SERVICES
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1 THE WITNESS: Yes.

2 BY MR. KESSLER:

3 Q. Okay. Do you agree that the
4 rights of someone like Joe Montana would
5 be worth more than the rights to your
6 name and image?

7 MR. KATZ: Object.

8 THE WITNESS: Yes.

9 BY MR. KESSLER:

10 Q. And in fact, it's true,
11 isn't it, that every player in the NFL,
12 retired player, would have a different
13 value of rights for their name and image
14 based on what their careers were like and
15 how famous they were or not; right?

16 THE WITNESS: Yes.

17 MR. KATZ: Object.

18 BY MR. KESSLER:

19 Q. And do you agree that the
20 values could be very, very different
21 comparing, for example, Joe Montana to
22 that guy who only played one year on
23 special teams, it could be a huge
24 difference in value, right?

1 A. Yes.

2 MR. KATZ: Object.

3 BY MR. KESSLER:

4 Q. Let me show you next the
5 following then. I'd like to show you a
6 copy of your -- a group licensing
7 authorization you signed in 2003; if we
8 can do that, please.

9 We'll mark that as 167.

10 - - -

11 (Whereupon, the exhibit was
12 marked 167 for identification.)

13 - - -

14 BY MR. KESSLER:

15 Q. Mr. Adderley, do you
16 recognize this as a group licensing
17 authorization that you signed?

18 A. Yes.

19 Q. This was not the first one
20 that you signed; correct?

21 A. That's correct.

22 Q. You first signed the group
23 licensing -- when was the first time you
24 remember signing a group licensing

1 A. That's wrong. I thought I
2 was entitled to something.

3 Q. Not something. Did you ever
4 think you were entitled to an equal share
5 royalty prior to this lawsuit being
6 filed?

7 MR. KATZ: Object.

8 THE WITNESS: Whether or not
9 it was equal share, you know, I
10 don't know. I just figured I
11 should have gotten something.

12 BY MR. KESSLER:

13 Q. What you thought, sir, is
14 that if your image was used, you should
15 get something for that; right?

16 A. Yes.

17 MR. KATZ: Object.

18 BY MR. KESSLER:

19 Q. Prior to this lawsuit, you
20 never thought that you should get
21 something if nobody used your image;
22 right?

23 MR. KATZ: Object.

24 THE WITNESS: That's

1 correct.

2 BY MR. KESSLER:

3 Q. That never occurred to you
4 before this lawsuit; right?

5 MR. KATZ: Object.

6 THE WITNESS: That's

7 correct.

8 BY MR. KESSLER:

9 Q. Yeah. I want to take a look
10 at this GLA you signed.

11 And, sir, when you read this
12 GLA that you signed, you believe you
13 understood what it meant; correct?

14 A. Yes.

15 Q. Okay. And that would be
16 true of all the GLAs that you signed;
17 correct?

18 A. Yes.

19 Q. I take it you read them
20 before signing it; you didn't just sign
21 your name to something without reading
22 it; right?

23 A. Yes.

24 Q. Now, in the last paragraph

1 of this document, which is 167, it says
2 "It is further understood that the monies
3 generated by such licensing of retired
4 player group rights will be divided."

5 Do you see that?

6 A. Yes.

7 Q. When you read this, you
8 understood this was only talking about
9 money generated by licensing of retired
10 player rights; correct?

11 MR. KATZ: Object.

12 THE WITNESS: I understood
13 it to mean all players, active and
14 retired players.

15 BY MR. KESSLER:

16 Q. Okay. At the time you read
17 this document in 2002, it's your -- I'm
18 sorry -- in 2001, it's your sworn
19 testimony that you thought this referred
20 to the licensing of active player rights?

21 MR. KATZ: Object.

22 THE WITNESS: No.

23 MR. KATZ: Asked and
24 answered.

1 BY MR. KESSLER:

2 Q. You thought it only referred
3 at that time to retired players rights?

4 A. Correct.

5 MR. KATZ: Object.

6 THE WITNESS: Yes.

7 BY MR. KESSLER:

8 Q. And what you thought you
9 were agreeing to get was that if your
10 rights were licensed and used, you would
11 get some money; correct?

12 A. Correct.

13 MR. KATZ: Object.

14 BY MR. KESSLER:

15 Q. And that was your
16 understanding of this agreement?

17 A. Yes.

18 MR. KATZ: Object.

19 BY MR. KESSLER:

20 Q. Now, it also says in this
21 agreement, that it would be divided
22 between the player and an escrow account
23 for all eligible NFLPA members; do you
24 see that, sir?

1 It says on top, that "The
2 undersigned hereby authorizes the
3 National Football League Players
4 Association, its licensing affiliates the
5 nonexclusive right to use his name."

6 Do you see that, sir?

7 A. Yes.

8 Q. When you signed this, you
9 understood it was a nonexclusive
10 agreement; correct?

11 A. Yes.

12 Q. That was true of all the
13 GLAs you signed; correct?

14 A. Yes.

15 Q. If you look at the third
16 paragraph, it says "The undersigned
17 player retains the right to grant the use
18 of his image to another entity for use in
19 a group of five or less presidents or
20 former players."

21 Do you see that?

22 A. Yes.

23 Q. And you knew that you had
24 reserved that right to market yourself in

1 groups of five or less players; correct?

2 MR. KATZ: Object.

3 THE WITNESS: Yes.

4 BY MR. KESSLER:

5 Q. Sir, did you ever make any
6 efforts, since 2002, to market your image
7 in any way on your own, your name or
8 image?

9 A. No.

10 MR. KATZ: I'm going to
11 object to that question.

12 BY MR. KESSLER:

13 Q. Sir, do you believe, as a
14 retired player, you're entitled to any
15 money that's generated by the licensing
16 of active players?

17 MR. KATZ: Object.

18 THE WITNESS: No.

19 BY MR. KESSLER:

20 Q. Is it your understanding,
21 sir, that there is anything that limits
22 you today, from marketing your licensing
23 rights on your own?

24 A. No, there's nothing limiting

1 me.

2 MR. KATZ: I'll object to

3 that.

4 BY MR. KESSLER:

5 Q. Is it also true that there
6 is -- was nothing limiting you from doing
7 that in 2002 until today?

8 MR. KATZ: Object.

9 BY MR. KESSLER:

10 Q. Let me ask a better
11 question.

12 You've been free to market
13 your rights on your own from 2002 up
14 through today; correct?

15 A. Yes.

16 MR. KATZ: Object.

17 BY MR. KESSLER:

18 Q. Sir, is it your belief that
19 you had any power to control Player,
20 Inc.'s conduct with regard to your group
21 licensing?

22 MR. KATZ: Object.

23 THE WITNESS: Yes.

24 BY MR. KESSLER:

1 Q. How did you have an ability
2 to control Players, Inc.?

3 A. If there was some type of
4 conflict, for example, if I was doing
5 something for Nike and they tried to use
6 me or wanted to use me in Reebok, it
7 would be a conflict or if they use me in
8 some type of promotion that I didn't
9 agree to, that I would have authority to
10 ask them not to use it.

11 Q. Did you ever do that?

12 A. No.

13 Q. Okay. And would your --
14 what your testimony is, if you had an
15 individual agreement that conflicted with
16 something they did, you could ask not to
17 be included in what they were doing;
18 right?

19 A. Yes.

20 Q. But you never had any such
21 agreement, individual agreement; correct?

22 A. Correct.

23 Q. So, apart from that, did you
24 have any ability to control Players, Inc.

1 use of your GLA rights?

2 A. No.

3 MR. KATZ: Object.

4 MR. KESSLER: Let me show
5 you next a copy of Plaintiff's
6 Responses to Defendant's First Set
7 of Requests for Admissions.

8 MR. KATZ: Are you marking
9 this?

10 MR. KESSLER: No. Again, I
11 think it's a court document. I
12 don't think we need it as an
13 exhibit.

14 BY MR. KESSLER:

15 Q. Mr. Adderley, have you ever
16 seen this document before?

17 A. Yes.

18 Q. When did you first see this
19 document?

20 A. It was mailed to me some
21 time ago. I'm not exactly sure when.

22 Q. After it was filed?

23 A. Yes.

24 Q. Did you ever discuss the

1 in this action, what specific terms of
2 the GLA did you know or remember?

3 A. That I signed the GLA, I
4 remember, and I was under the impression
5 that I would receive some compensation
6 for signing it.

7 Q. If I'm -- if your image was
8 used?

9 A. If it was used.

10 Q. And that's all that you knew
11 at the time?

12 A. Yes.

13 Q. Let me direct your attention
14 next to Request Number 6.

15 Request Number 6 in the
16 response says that "Plaintiffs admit that
17 Adderley has licensed certain rights,
18 including but not limited to his name, to
19 the HOF" -- which is Hall of Fame --
20 "within the statute of limitations."

21 Do you see that?

22 A. Yes.

23 Q. And you did license your
24 image to the Hall of Fame within the

1 MR. KESSLER: Yes. Since
2 these were documents sent to him,
3 the highly confidential should
4 apply for example to Mr. Parrish,
5 who hasn't seen them but since
6 this witness has seen these
7 documents, while they are
8 confidential, he certainly has
9 already seen them so they can't be
10 confidential to him.

11 You received these
12 documents; correct?

13 THE WITNESS: Yes.

14 BY MR. KESSLER:

15 Q. And what I wanted to ask
16 Mr. Adderley is since -- if Upper Deck
17 already had the rights to your image, in
18 2005, they would have no reason to pay
19 you more money to get those rights again;
20 right?

21 MR. KATZ: Object.

22 THE WITNESS: Correct.

23 BY MR. KESSLER:

24 Q. Okay. But they did pay you

1 families."

2 Do you agree with that?

3 A. Yes.

4 Q. Let me show you next a copy
5 of Exhibit 167; if you take a look at
6 this, please.

7 Now, you testified when your
8 counsel asked that the reason you thought
9 that you were entitled to an equal
10 royalty, or an equal share was because it
11 said something in the GLA about dividing
12 the money equally?

13 MR. KATZ: Object.

14 BY MR. KESSLER:

15 Q. Was that your testimony,
16 sir?

17 MR. KATZ: Object.

18 THE WITNESS: Yes.

19 BY MR. KESSLER:

20 Q. Okay. Would you show me
21 where the word equally or anything like
22 that appears in this document?

23 MR. KATZ: Object.

24 THE WITNESS: Equally is not

1 in here.

2 BY MR. KESSLER:

3 Q. It says "Any group licensing
4 contract entered into with an
5 individual" -- I'm sorry.

6 It says "It is further
7 understood that the monies generated by
8 such licensing of retired player group
9 rights will be divided between the player
10 and an escrow account for all eligible
11 NFLPA members;" correct?

12 A. Correct.

13 Q. There's nothing in the GLA
14 that talks about how it will be divided
15 among any players; right?

16 MR. KATZ: Object.

17 THE WITNESS: You just read
18 it.

19 BY MR. KESSLER:

20 Q. Is there anything in there
21 that says how it will be divided or what
22 portions?

23 A. No.

24 MR. KATZ: Objection.

1 BY MR. KESSLER:

2 Q. When you read the GLAs, you
3 read and understood this GLA; correct?

4 A. Yes.

5 Q. Here when you read and
6 understood it, you didn't see anything
7 there about how the money might be
8 divided between particular retired
9 players; right?

10 MR. KATZ: Object.

11 THE WITNESS: Correct.

12 BY MR. KESSLER:

13 Q. Let me ask you next, you
14 said a number of players called you to
15 say they had problems with licensing with
16 Players, Inc., after the lawsuit was
17 filed?

18 A. Some players called, yeah.

19 Q. But you didn't get any
20 e-mails or documents; they just called
21 you on the phone?

22 A. Yes.

23 Q. Who were they, please?

24 A. One guy was Mike Ciani,

1 C E R T I F I C A T E

2

3 I hereby certify that the
4 proceedings and evidence noted are
5 contained fully and accurately in the
6 notes taken by me on the deposition of
7 the above matter, and that this is a
8 correct transcript of the same.

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Teresa M. Beaver

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Teresa M. Beaver, RPR

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