

# **EXHIBIT 45**

**Case No. C 07 0943 WHA**

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

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UNITED STATES DISTRICT COURT  
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NORTHERN DISTRICT OF CALIFORNIA  
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SAN FRANCISCO DIVISION  
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16 BERNARD PAUL PARRISH, HERBERT  
ANTHONY ADDERLEY, and WALTER  
17 ROBERTS, III on behalf of themselves and  
all others similarly situated,

18 Plaintiffs  
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20 NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION, a Virginia  
21 corporation, and NATIONAL FOOTBALL  
LEAGUE PLAYERS INCORPORATED  
22 d/b/a PLAYERS INC, a Virginia corporation,

23 Defendants.  
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CIVIL ACTION NO. C07 0943 WHA

**PLAINTIFFS' OBJECTIONS AND  
RESPONSES TO DEFENDANTS'  
FIRST SET OF INTERROGATORIES**



1 control of anyone other than Bernard Paul Parish or Herbert Anthony Adderley. Plaintiffs  
2 further object to the definitions of "You," "Your" and "Plaintiffs" to the extent that they purport  
3 to require the disclosure of information in the possession, custody or control of "attorneys" on  
4 the ground and to the extent that such information is protected by the attorney-client privilege,  
5 work product doctrine or any other applicable privileges or protections from discovery.

6 3. Plaintiffs object to the Interrogatories to the extent that they seek privileged  
7 information including, but not limited to, information protected by the attorney-client privilege,  
8 the work product doctrine, the joint defense or common interest privilege, the protection afforded  
9 to settlement discussions, any agreement between the parties, any court order or any other  
10 privilege or immunity. Insofar as the disclosure of information by Plaintiffs in response to any  
11 Interrogatory may be deemed to be a waiver of any privilege or right, such waiver shall be  
12 deemed to be a limited waiver with respect to that particular information only.

13 4. Plaintiffs object to the Interrogatories to the extent they seek information that is not  
14 relevant to the claim or defense of any party and not reasonably calculated to lead to the  
15 discovery of such information.

16 5. Plaintiffs object to the Interrogatories to the extent that they seek information that is  
17 not within Plaintiffs possession, custody or control. Plaintiffs construe each Interrogatory as  
18 requiring it to engage in a reasonable inquiry and base their responses on information that is  
19 known or ascertainable through a reasonable inquiry.

20 6. Plaintiffs responses to the Interrogatories are based on the information available as of  
21 the date hereof, and Plaintiffs reserve the right to supplement and/or amend their responses and  
22 objections.



1           Adderley also entered into a number of purported license agreements with Players Inc.  
2           with regard to The Upper Deck Company on March 10, 2005, July 8, 2005 and August 15, 2005.  
3           The terms of the agreements can be ascertained from documents found within the following  
4           Bates Ranges: PI087803-PI087805, PI088509-PI088513, PI088052-PI088054, PI091026-  
5           PI091027.

6           Adderley entered into a license agreement with Players Inc. with regard to Reebok on or  
7           about April 8, 2003. An unexecuted copy of the agreement can be found at Bates Number:  
8           PI062818.

9           Adderley has also licensed certain rights to the Hall of Fame. Documents related  
10          Adderley's license with the HOF can be found within the following Bates Ranges: PI000100-  
11          PI000110, PI0051532-PI051542.

12          Adderley entered into an informal agreement with Dean Appleby in September 2007 to  
13          autograph memorabilia. As part of the agreement, Adderley autographed approximately 50  
14          items. Adderley received \$10 for each autograph he provided.

15          Adderley has also agreed to appear at a public signing administered by Collectors'  
16          Showcase of America on March 15, 2008. Adderley expects to receive \$15 for each item that he  
17          signs during a three hour signing.

18          Finally, Adderley was approached by GridIron Greats in September 2007 to use his name  
19          and number on a line of apparel. Adderley has not reached an agreement with or received any  
20          compensation from GridIron Greats.

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1       **INTERROGATORY NO. 2:**

2               Do PLAINTIFFS contend that the GLAs signed by ADDERLEY within the STATUTE  
3       OF LIMITATIONS mean that ADDERLEY was entitled to receive monies from  
4       DEFENDANTS regardless of whether his IMAGE was ever licensed by DEFENDANTS?

5       **RESPONSE:**

6               Plaintiffs object to this Interrogatory on the grounds that it calls for a legal conclusion.  
7       Plaintiffs further object to this interrogatory on the grounds that it seeks information protected by  
8       the attorney-client privilege and/or work-product doctrine. Subject to and without waiving the  
9       foregoing objections, Plaintiffs respond as follows:

10              Yes. Plaintiffs contend that Adderley is entitled to monies in accordance with the terms  
11      of his GLAs dated May 1, 2001 and November 22, 2002. Adderley's GLAs provide that  
12      "monies generated by such licensing of retired player group rights will be divided between the  
13      player and an escrow account for all eligible NFLPA members who have signed a group  
14      authorization form."

15      **INTERROGATORY NO. 3:**

16              Do Plaintiffs contend that the money received by ADDERLEY from DEFENDANTS for  
17      licensing his IMAGE should have been divided to provide a share of that money to other retired  
18      NFL players who had signed GLAs?

19      **RESPONSE:**

20              Plaintiffs object to this Interrogatory on the grounds that it calls for a legal conclusion.  
21      Plaintiffs further object to this interrogatory on the grounds that it seeks information protected by  
22      the attorney-client privilege and/or work-product doctrine. Plaintiffs object to this Interrogatory  
23      on the grounds that it is overly broad to the extent that this Interrogatory implicates numerous  
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1 license agreements over an indefinite time frame. Plaintiffs also object to this Interrogatory on  
2 the grounds the phrase "money received by Adderley from Defendants" is vague and ambiguous.  
3 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:

4 To the extent that Defendants are referring to the amounts of money paid to Adderley  
5 pursuant to Ad Hoc Agreements, Plaintiffs do not contend that such amounts should have been  
6 divided. The actions of the Defendants make clear that such amounts are in addition to amounts  
7 paid for the granting of rights pursuant to a GLA and reflect the additional efforts of the  
8 individual involved. Plaintiffs contend that money generated in accordance with the terms of  
9 Adderley's GLAs dated May 1, 2001 and November 22, 2002 should have been "divided  
10 between [Adderley] and an escrow account for all eligible NFLPA members who have signed a  
11 group authorization form." Thus, Adderley was entitled to an "equal share" royalty, as were all  
12 other GLA signers, in addition to the amounts paid to him under the Ad Hoc Agreements.

13 **INTERROGATORY NO. 4:**

14 Identify the exact language of any alleged membership solicitation or promise that  
15 PLAINTIFFS contend PARRISH relied upon when deciding to join the NFLPA Retired Players  
16 Association.

17 **RESPONSE:**

18 Plaintiffs object to this Interrogatory on the grounds that it calls for a legal conclusion.  
19 Plaintiffs further object to this Interrogatory on the grounds that it is overly broad and unduly  
20 burdensome to the extent requests Plaintiffs to "identify the exact language" that Parrish relied  
21 upon. Furthermore, Plaintiffs object to this Interrogatory on the grounds that it calls for  
22 information that is neither relevant nor reasonably calculated to lead to the discovery of  
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1 admissible evidence. Subject to and without waiving the foregoing objections, Plaintiffs respond  
2 as follows:

3 Prior to joining the NFLPA, Mr. Parrish did not rely on any specific language in any  
4 document distributed by the NFLPA. Mr. Parrish did review the NFLPA's constitution and  
5 statements in its solicitation letters including, but not limited to, the fall 2003 letter which is  
6 attached to Plaintiffs' Third Amended Complaint as Exhibit L and generally relied upon the fact  
7 that the Defendants would represent him in good faith.

8 **INTERROGATORY NO. 5:**

9 Identify any alleged benefits PARRISH contends he was entitled to, but did not receive,  
10 as a result of joining the NFLPA Retired Players Association.

11 **RESPONSE:**

12 Plaintiffs object to this Interrogatory on the grounds that it calls for a legal conclusion.  
13 Plaintiffs further object to this Interrogatory on the grounds that it is overly broad and unduly  
14 burdensome. Subject to and without waiving the foregoing objections, Plaintiffs respond as  
15 follows:

16 Parrish contends that Defendants have failed to provide him with accurate and complete  
17 "information which may affect his retirement benefits or other benefits he may be entitled to as  
18 an NFL Player." Parrish further contends that Defendants have failed to provide him with  
19 information regarding commercial or other marketing opportunities that were pursued or could  
20 have been pursued on his behalf. Finally, Parrish contends that Defendants failed to provide him  
21 with good faith "representation" when pursuing commercial and marketing opportunities on  
22 behalf of retired NFL players.

1        **INTERROGATORY NO. 6:**

2            Identify any and all EXPERTS retained in connection with this action, including the  
3        specific subject matter(s) to which each such expert is expected to testify.

4        **RESPONSE:**

5            Plaintiffs object to this Interrogatory to the extent that it calls for expert analysis and  
6        opinion in violation of the Court's December 7, 2007, Order Re-Setting Deadlines, which does  
7        not yet require the disclosure of expert reports. Subject to and without waiving the foregoing  
8        objections, Plaintiffs respond as follows:

9            Plaintiffs expect to serve expert reports which will address Plaintiffs' damages theories in  
10       detail. Upon service of such reports, Plaintiffs will supplement this response. At this time,  
11       Plaintiffs refer Defendants to Plaintiffs' Rule 26(a) Disclosures, item (c).

12       **INTERROGATORY NO. 7:**

13           For each PLAINTIFF, identify the specific damage each of them is claiming and  
14       precisely how they have been injured in connection with their claims in this action.

15       **RESPONSE:**

16           Plaintiffs object to this Interrogatory to the extent that it calls for expert analysis and  
17       opinion in violation of the Court's December 7, 2007, Order Re-Setting Deadlines, which does  
18       not yet require the disclosure of expert reports. Subject to and without waiving the foregoing  
19       objections, Plaintiffs respond as follows:

20           Plaintiffs expect to serve expert reports that will address Plaintiffs' damages theories in  
21       detail. Upon service of such reports, Plaintiffs will supplement this response. Parrish on behalf  
22       of the members of the class that he represents seeks \$50 plus interest for each year of dues paid  
23       by the class members since February 14, 2003. In addition, Parrish seeks attorney's fees and  
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1 punitive damages. Adderley on behalf of the members of the class he represents seeks an “equal  
2 share” of the royalties paid under agreements such as the 2005 EA Agreement attached as  
3 Exhibit G to Plaintiffs’ Third Amended complaint, the at least 40% of Players Inc.’s gross  
4 revenues that goes to the NFLPA without the authorization of the retired players and the at least  
5 \$8,000,000 'reallocation' mentioned in the February 28, 2006 amendment to the NFLPA-Players  
6 Inc. Agreement dated March 1, 2000. In addition, Adderley seeks attorney’s fees and punitive  
7 damages.

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Dated: February 4, 2007

Respectfully submitted,

  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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

Plaintiffs

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, a Virginia corporation, and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED d/b/a PLAYERS INC, a Virginia corporation,

Defendants.

CIVIL ACTION NO. C07 0943 WHA

**VERIFICATION**

I, Bernard Paul Parrish, have reviewed Plaintiffs' Objections and Responses to Defendants' First Set of Interrogatories and know the contents thereof. I am informed and believe that that the matters stated in response to Interrogatory Nos. 4 and 5 are true and correct.

Declared under the penalties of perjury this 3/27 day of January, 2008.

  
Bernard Paul Parrish

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**PROOF OF SERVICE**

I, Karen Sherrill, declare:

I am a resident of the State of Texas and over the age of eighteen years, and not a party to the within action; my business address is 300 Crescent Court, Suite 1500 Dallas, Texas 75201. On February 4, 2008, I served the within document(s):

**Plaintiffs' Objections and Responses to Defendants' First Set of Interrogatories**

- By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail, addressed as set forth below.
- By transmitting via facsimile the document listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- By placing the document(s) listed above in a sealed Federal Express envelope (to J. Kessler and K. Steinthal) and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- By electronic mail to the below email addresses:

Jeffrey L. Kessler, Esq. David G. Feher, Esq. Eamon O'Kelly, Esq. David Greenspan, Esq. Elizabeth Haley, Esq. Dewey & LeBoeuf LLP 1301 Avenue of the Americas New York, NY 10019-6092 Email: <a href="mailto:jkessler@dl.com">jkessler@dl.com</a> Email: <a href="mailto:dfeher@dl.com">dfeher@dl.com</a> Email: <a href="mailto:eo'kelly@dl.com">eo'kelly@dl.com</a> Email: <a href="mailto:dgreenspan@dl.com">dgreenspan@dl.com</a> Email: <a href="mailto:ehaley@dl.com">ehaley@dl.com</a>	Kenneth L. Steinthal, Esq. Claire E. Goldstein, Esq. Weil, Gotshal & Manges, LLP 201 Redwood Shores Parkway Redwood Shores, CA 94065 Email: <a href="mailto:Kenneth.steinthal@weil.com">Kenneth.steinthal@weil.com</a> Email: <a href="mailto:Claire.goldstein@weil.com">Claire.goldstein@weil.com</a>
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I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

Executed on February 4, 2008, at Dallas, Texas.

  
 \_\_\_\_\_  
 Karen Sherrill