

# **EXHIBIT 46**

**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 Jeffrey L. Kessler (*pro hac vice*)  
5 *jkessler@dl.com*  
David G. Feher (*pro hac vice*)  
6 *dfeher@dl.com*  
Eamon O'Kelly (*pro hac vice*)  
7 *eokelly@dl.com*  
DEWEY & LEBOEUF LLP  
8 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 Bruce S. Meyer (*pro hac vice*)  
15 *bruce.meyer@weil.com*  
WEIL, GOTSHAL & MANGES LLP  
16 767 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  
19

20 **UNITED STATES DISTRICT COURT**  
21 **NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION**

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

23 Plaintiffs,

24 v.

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

28 Defendants.

Case No. C 07 00943 WHA

**NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED'S  
RESPONSES AND OBJECTIONS  
TO PLAINTIFFS' THIRD SET OF  
INTERROGATORIES**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant  
2 National Football League Players Incorporated ("Players Inc") hereby responds and objects to  
3 Plaintiffs' Third Set of Interrogatories to Defendant Players Inc (collectively, the  
4 "Interrogatories," and individually, an "Interrogatory"), dated December 21, 2007.

5 **PRELIMINARY STATEMENT**

6 The following responses and objections are based upon the information currently  
7 known and available to Players Inc, including information ascertained pursuant to Players Inc's  
8 reasonable inquiry in response to each Interrogatory. Discovery and investigation are in the  
9 preliminary stages and are ongoing, and may disclose the existence of additional information  
10 responsive to the Interrogatories. Players Inc reserves the right to amend or supplement these  
11 responses and objections as additional information is discovered, revealed, recalled or otherwise  
12 ascertained. Players Inc further reserves the right to amend these responses and objections in  
13 light of any future rulings by the Court. Players Inc specifically reserves the right to utilize  
14 subsequently discovered information or evidence at trial.

15 Players Inc's responses and objections to any Interrogatory shall not waive any  
16 objections by Players Inc, in this or in any subsequent proceeding, on any grounds, including  
17 objections as to the competency, relevancy, materiality, privilege or admissibility of the  
18 responses, or the subject matter thereof.

19 **GENERAL OBJECTIONS**

20 Players Inc asserts the following general objections with respect to each of the  
21 Interrogatories:

22 1. Players Inc objects to the Interrogatories, including the General  
23 Instructions, to the extent that they purport to impose obligations beyond those imposed by the  
24 Federal Rules of Civil Procedure, the Local Rules of the Northern District of California, an  
25 applicable Order of this Court, or any other applicable rules or statutes.

26 2. Players Inc objects to the Interrogatories to the extent that they seek  
27 information subject to the attorney-client privilege, the work-product doctrine, or any other  
28 applicable evidentiary or other privilege, immunity or restriction. Any response is made without

1 waiver of any privilege, claim of confidentiality, or other objection. Insofar as any response by  
2 Players Inc may be deemed to be a waiver of any privilege or right, such waiver shall be deemed  
3 to be a limited waiver with respect to that particular information only.

4 3. Players Inc objects to the Interrogatories to the extent that they seek  
5 information constituting or containing trade secrets, competitively sensitive information or other  
6 non-public confidential or proprietary information. Players Inc agrees to disclose such  
7 information only pursuant to the terms of the Stipulated Protective Order that has been so-  
8 ordered by the Court in this action.

9 4. Players Inc objects to the Interrogatories to the extent that they seek  
10 responses that are not relevant to the subject matter of this action and not reasonably calculated  
11 to lead to the discovery of admissible evidence. As set forth in the next paragraph, this objection  
12 includes, but is not limited to, Interrogatories calling for information outside the applicable  
13 statutes of limitations.

14 5. Players Inc objects to the Interrogatories to the extent that they call for  
15 responses relating to any asserted conduct by Players Inc prior to February 14, 2003, the  
16 commencement of the earliest applicable statutes of limitations for any claim asserted in the  
17 Third Amended Complaint.

18 6. Players Inc objects to the Interrogatories to the extent they call for  
19 information outside the scope of the claims of the putative class representatives.

20 7. Players Inc objects to the Interrogatories to the extent that they are vague,  
21 ambiguous, overly broad in scope, confusing or unduly burdensome.

22 8. Players Inc objects to the Interrogatories to the extent that they seek  
23 information not in Players Inc's possession, custody or control. Players Inc construes each  
24 Interrogatory as requiring it to engage in a reasonable search for responsive information within  
25 its possession, custody or control.

26

27

28

1                   9.       Players Inc reserves all objections or other positions it may have as to the  
2 competency, relevance, materiality, privilege, or admissibility of any information produced in  
3 response to the Interrogatories for any purpose whatsoever.

4   **RESPONSES AND SPECIFIC OBJECTIONS**

5                   Players Inc expressly incorporates each of the above general objections in its  
6 response to each specific Interrogatory as if fully set forth therein.

7 **INTERROGATORY NO. 9**

8   Explain how you calculate(d) and distribute(d) from February 14, 2003 to the  
9 present the royalty referred to in paragraph 4(B) of the agreement dated March 1, 2000 (the  
10 "Agreement") between Players Inc and the National Football League Players Association  
11 ("NFLPA").

12 **RESPONSE TO INTERROGATORY NO. 9**

13   Players Inc objects to Interrogatory No. 9 on the ground that the term "explain" is  
14 vague and ambiguous in this context. Unlike Interrogatory No. 10, Plaintiffs have not identified  
15 what specific information Plaintiffs are asking Players Inc to "explain." Subject to and without  
16 waiver of the foregoing objection, and pursuant to Rule 33(d) of the Federal Rules of Civil  
17 Procedure, Players Inc responds to Interrogatory No. 9 by reference to documents previously  
18 produced in this action that can be found within Bates Range PI095951 to PI095966, and  
19 PI096277. Documents within this specified range explain the calculation and distribution from  
20 February 14, 2003 to the present of the royalty referred to in paragraph 4(B) of the referenced  
21 agreement.

1 **INTERROGATORY NO. 10**

2 EXPLAIN Defendants' reallocation of \$8,000,000 pursuant to the February 28,  
3 2006 amendment to the Agreement. For the purposes of this Interrogatory, the term  
4 "EXPLAIN" means to provide (a) a detailed explanation concerning the change in "economic  
5 conditions underlying the Agreement" referred to in the recitals of the amendment; (b) any  
6 reason(s) for the \$8,000,000 reallocation other than the change in "economic conditions  
7 underlying the Agreement"; (c) the source of the \$8,000,000 reallocated; (d) the expected  
8 distribution of the \$8,000,000 had it not been reallocated; and (e) whether the \$8,000,000  
9 reallocation was authorized by any active or retired NFL player who was not an officer, director,  
10 or employee of Defendants.

11 **RESPONSE TO INTERROGATORY NO. 10**

12 Players Inc objects to Interrogatory No. 10 on the ground that it seeks  
13 information that is neither relevant nor reasonably calculated to lead to the discovery of  
14 admissible evidence. Players Inc also objects to subpart (e) of Interrogatory No. 10 on the  
15 ground that the term "authorized" is vague and ambiguous in this context. Subject to and not  
16 waiving these objections, Players Inc states as follows:

- 17 (a) The NFLPA and Players Inc are parties to a licensing agreement that grants Players  
18 Inc the right to use NFLPA-owned group licensing rights and the NFL Players name  
19 and logo. When the NFLPA first entered into a licensing agreement with Players Inc,  
20 Players Inc's primary role was to service existing contracts. Over time, the role of  
21 Players Inc evolved from primarily servicing existing contracts to actively promoting  
22 players and the NFL Players name and logo. As a result, the market value of the NFL  
23 Players name and logo increased. The 2006 amendment to the 2000 NFLPA-Players  
24 Inc licensing agreement ("Agreement") incorporates this increase in the value of the  
25 NFL Players name and logo into the Agreement.
- 26 (b) None.
- 27

- 1 (c) The \$8,000,000 reallocation, as stated in the February 28, 2006 amendment, consists  
2 of amounts that would have otherwise constituted "gross licensing revenue" under the  
3 Agreement.
- 4 (d) The distribution of the \$8,000,000, prior to the passage of the 2006 amendment,  
5 would have been consistent with the terms of the Agreement.
- 6 (e) In addition to being approved by officers and directors of Defendants, the \$8,000,000  
7 reallocation reflected in the 2006 amendment to the Agreement was authorized by  
8 active NFL players, whose rights generated monies included in "gross licensing  
9 revenues."

10 **INTERROGATORY NO. 11**

11 IDENTIFY all funds transferred to or from Marvin Zimmerman, and/or any entity  
12 in which he has an interest, from February 14, 2003 to the present. For purposes of this  
13 Interrogatory, the term "IDENTIFY" means to provide the (a) source and/or destination of the  
14 funds; and (b) amount and date of each transfer.

15 **RESPONSE TO INTERROGATORY NO. 11**

16 Players Inc objects to Interrogatory No. 11 on the grounds that it is vague and  
17 ambiguous, calls for information that is neither relevant nor reasonably calculated to lead to the  
18 discovery of admissible evidence, and is vexatious and harassing. Interrogatory No. 11 requests  
19 information about "funds transferred to or from Marvin Zimmerman" (a third party over whom  
20 Players Inc has no control), regardless of whether any such funds relate to retired player group  
21 licensing rights. For the foregoing reasons, Players Inc will not respond to Interrogatory No. 11  
22 at this time, however, Players Inc is willing to meet and confer with Plaintiffs about any  
23 purported relevance of the requested information.

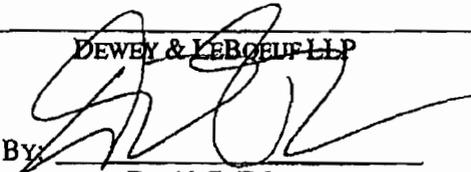
Dewey & LeBoeuf LLP  
1950 University Avenue  
East Palo Alto, California 94303-2225

1 **INTERROGATORY NO. 12**

2 IDENTIFY all funds transferred to or from Professional Athletes Foundation from  
3 February 14, 2003 to the present. For purposes of this Interrogatory, the term "IDENTIFY"  
4 means to provide the (a) source of the funds; and (b) amount and date of each transfer.

5 **RESPONSE TO INTERROGATORY NO. 12**

6 Players Inc objects to Interrogatory No. 12 on the grounds that it is vague and  
7 ambiguous, calls for information that is neither relevant nor reasonably calculated to lead to the  
8 discovery of admissible evidence, and is vexatious and harassing. Interrogatory No. 12 requests  
9 information about "funds transferred to or from Professional Athletes Foundation" – an  
10 independent, not-for profit, charitable organization over which Players Inc has no control –  
11 regardless of whether any such funds relate to retired player group licensing rights. For the  
12 foregoing reasons, Players Inc will not respond to Interrogatory No. 12 at this time, however,  
13 Players Inc is willing to meet and confer with Plaintiffs about any purported relevance of the  
14 requested information.

|                        |   |
|------------------------|---|
| Date: January 22, 2007 | DEWEY & LEBOEUF LLP   |
|                        | By: <br>David G. Feher<br>Attorneys for Defendant Players Inc |

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

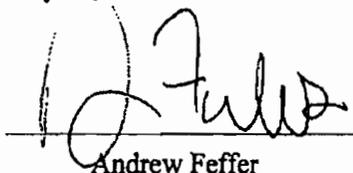
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VERIFICATION OF ANDREW FEFFER**

I, Andrew Feffer, hereby declare:

I am employed as the Chief Operating Officer and Executive Vice President for the National Football League Players Incorporated d/b/a/ Players Inc ("Players Inc"), and am authorized to make this verification on behalf of Players Inc. I have read Players Inc's Responses and Objections to Plaintiffs' Third Set of Interrogatories and hereby declare under penalty of perjury that said responses are either true to the best of my personal knowledge or were assembled by authorized employees or agents of Players Inc who inform me that the facts as to which I do not have personal knowledge are true to the best of that person's or persons' knowledge and belief.

Executed in Washington, D.C. on January 17, 2008

  
Andrew Feffer