

# **EXHIBIT 8**

**Case No. C 07 0943 WHA**

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

CERTIFIED COPY

UNITED STATES DISTRICT COURT  
FOR THE 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,

vs.

CIVIL ACTION NO. C07 0943 WHA

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

Defendants.

---

VIDEOTAPED DEPOSITION OF DOUG ALLEN  
LOS ANGELES, CALIFORNIA  
SEPTEMBER 7, 2007

Reported by Terrie C. Barker, CSR No. 12000

P  
A  
U  
L  
S  
O  
N

**SAN DIEGO**

555 West Beech Street  
First Floor  
San Diego, California 92101

PH: 619.239.4111  
FX: 619.239.4117

**TEMECULA**

40880 County Center Drive  
Suite F  
Temecula, California 92591

PH: 951.296.2850  
FX: 951.296.2852

**COSTA MESA**

535 Anton Blvd.  
Suite 300  
Costa Mesa, California 92626

PH: 714.668.0166  
FX: 714.708.0402

**RIVERSIDE**

3801 University Avenue  
Suite 640  
Riverside, California 92501

PH: 951.784.1525  
FX: 951.784.9520

**LOS ANGELES**

11400 West Olympic Blvd.  
Suite 140  
Los Angeles, California 90064

PH: 310.473.9003  
FX: 310.473.9373

**SAN FRANCISCO**

44 Montgomery Street  
Suite 1100  
San Francisco, California 94104

PH: 415.591.3333  
FX: 415.591.3335

**FRESNO**

191 East Barstow Avenue  
Suite 100  
Fresno, California 93710

PH: 559.222.9922  
FX: 559.222.7922

**BAKERSFIELD**

5001 E. Commercenter Drive  
Suite 170  
Bakersfield, California 93309

PH: 661.322.2202  
FX: 661.322.2242

**SACRAMENTO**

2151 River Plaza Drive  
Suite 300  
Sacramento, California 95833

PH: 916.446.2700  
FX: 916.446.2777

**PHOENIX, AZ**

3590 North Central Avenue  
Suite 102  
Phoenix, Arizona 85012

PH: 602.266.2221  
FX: 602.266.2201

**LAS VEGAS**

2801 S. Valley View  
Suite 7  
Las Vegas, Nevada 89102

PH: 702.382.6876  
FX: 702.382.4374

**ATLANTA, GA**

101 Marietta Street  
Suite 2700  
Atlanta, Georgia 30303

PH: 800.941.3727  
FX: 619.239.4117

**NEW YORK, NY**

305 Madison Avenue  
Suite 449  
New York, New York 10165

PH: 800.941.3727  
FX: 619.239.4117

**MINEOLA, NY**

142 Willis Avenue  
Mineola, New York 11501

PH: 800.941.3727  
FX: 619.239.4117

**BOSTON, MA**

100 Franklin Street  
Suite 200  
Boston, MA 02110

PH: 800.941.3727  
FX: 619.239.4117

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

Appearances:

For Plaintiffs:

McKool Smith

By: Lewis T. LeClair

300 Crescent Court

Dallas, Texas 75201

214.978.4984 Fax 214.978.4044

lleclair@mckoolsmith.com

Manatt, Phelps & Phillips, LLP

By: Noel S. Cohen

11355 West Olympic Boulevard

Los Angeles, California 90064

310.312.4388 Fax 310.312.4224

ncohen@manatt.com

For Defendants; Doug Allen:

Dewey Ballantine, LLP

By: David G. Feher

1301 Avenue of the Americas

New York, New York 10019-6092

212.259.8070 Fax 212.259.6333

dfeher@deweyballantine.com

Appearances (Continued):

Also Present: Todd Bullock, Videographer

**PAULSON**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

619.239.4111

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

VIDEOTAPED DEPOSITION OF DOUG ALLEN,  
taken at 333 South Grand Avenue, Suite 2600,  
Los Angeles, California, on Friday, September 7,  
2007, at 9:03 a.m., before Terrie C. Barker,  
Certified Shorthand Reporter, in and for the State of  
California.

**PAULSON**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

619.239.4111

1 BY MR. LeCLAIR:

2 Q. Is the agreement still in effect today,  
3 Mr. Allen, as far as you know?

4 A. I have no idea.

5 Q. Was it in effect when you left Players  
6 Inc.?

7 A. There have been revisions in the original  
8 license agreement, and I'm not sure what the latest  
9 one is without refreshing my recollection with the  
10 documents.

11 Q. Let's turn to paragraph 4. This defines the  
12 term "gross licensing revenue." Do you see that?

13 A. I do.

14 Q. And it has a subparagraph A that excludes  
15 certain revenue from gross licensing revenue.

16 A. Um-hmm.

17 MR. FEHER: You need to give an audible  
18 answer.

19 THE WITNESS: I'm sorry. Yes.

20 BY MR. LeCLAIR:

21 Q. Between 2003 and 2007, as far as you know,  
22 were these exclusions still in effect?

23 A. Yes.

24 Q. And Exclusion 5 is, "Amounts received by  
25 retired players pursuant to group licensing

1 assignments or group licensing rights."

2 Do you see that language?

3 A. I do.

4 Q. Why was that amount excluded from gross  
5 licensing revenues?

6 MR. FEHER: It relates to conduct in 2000.  
7 But in the interest of efficiency, I'll allow it.

8 THE WITNESS: Because it would have been  
9 counting the money twice to have included it if it  
10 was already paid out to retired players.

11 BY MR. LeCLAIR:

12 Q. And does that refer to amounts actually paid  
13 out to retired players?

14 A. It refers to amounts received by retired  
15 players pursuant to group licensing assignments or  
16 group licensing rights.

17 Q. Now, I want to be sure that I understand how  
18 this actually worked. If a sponsor negotiated a  
19 specific payment to a retired player, is it correct  
20 that that payment was made to Players Inc. and then  
21 distributed to the player?

22 A. Sometimes.

23 Q. Was it ever distributed directly to the  
24 player?

25 A. On occasion.

110

1 Q. And if it was distributed to the player, it  
2 did not count as gross licensing revenue?

3 A. Do you mean by that that it would have been  
4 included in amounts received by retired players?

5 Q. No. Let me start fresh.

6 If an arrangement was made with a sponsor to  
7 use a retired player and that was done through a  
8 license with Players Inc. and the player then  
9 received 15,000 that was paid from the sponsor to  
10 Players Inc. and then distributed to the player --  
11 are you with me so far?

12 A. I am.

13 Q. That 15,000 would not count as gross  
14 licensing revenue under this agreement?

15 A. Correct.

16 Q. If a sponsor paid to Players a sum for  
17 retired player rights that did not directly relate to  
18 an individual player or get distributed directly to  
19 an individual player, would it still count as gross  
20 licensing revenue?

21 MR. FEHER: Objection to form.

22 THE WITNESS: I can't think of an example  
23 where that happened.

24 BY MR. LeCLAIR:

25 Q. You don't recall any payments made to

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

819.239.4111

111

1 Players Inc. for retired player rights that were not  
2 specifically identified to a player?

3 A. There may have been some examples of that  
4 where the participation of the players was on a  
5 price-per-player basis and all of the money was  
6 distributed to the players. But it would have  
7 been -- I can't think of an example where the money  
8 would have not been distributed on that basis.

9 Q. So is it your recollection, Mr. Allen, that  
10 every dollar of retired player licensing income  
11 received by Players Inc. was distributed to retired  
12 players 100 percent?

13 MR. FEHER: Objection.

14 THE WITNESS: I don't know whether it was a  
15 hundred percent, but any exception to that would have  
16 been very, very small. And I can't think of any.

17 BY MR. LeCLAIR:

18 Q. Let's look at page 4 at the top. And I'm  
19 going to ask you about subparagraph B. And I want to  
20 specifically ask about this as applied during the  
21 time period 2003 through 2007; okay?

22 It states, "Players Inc. hereby agrees to  
23 pay to such players as have currently licensed NFLPA  
24 to use their group licensing rights and who meet the  
25 eligibility requirements set forth in Section 4(D)

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

619.239.4111

148

1 Mr. Adderley on Exhibit 17 as "highly confidential."

2 MR. FEHER: You should separately contact  
3 the lawyers at my office who are dealing with  
4 document production. Because I'm sure they had no  
5 intent. It's just that they didn't want to make  
6 designation decisions for you.

7 BY MR. LeCLAIR:

8 Q. Mr. Allen, the next to the last paragraph  
9 states, "It is further understood that the moneys  
10 generated by such licensing of retired player group  
11 rights will be divided between the player and an  
12 escrow account for all eligible NFLPA members who  
13 have signed a Group Licensing Authorization Form."

14 Do you see that language?

15 A. I do.

16 Q. When it refers to an escrow account for all  
17 eligible NFLPA members who have signed a Group  
18 Licensing Authorization Form, was there such an  
19 account created?

20 A. No, because all of the money was distributed  
21 to the players who participated.

22 Q. So you did not divide the money at all  
23 between the player and an escrow account. You didn't  
24 even create an escrow account?

25 A. There was no money to create it with. We

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

619.239.4111

149

1 wouldn't have been able to get the players to do it  
2 in the first place if they weren't getting paid. We  
3 learned that lesson. And all of the money secured  
4 for retired player licensing was distributed to the  
5 players who were involved in those license programs.  
6 There was no other money to escrow. There was no  
7 other money to divide. And if we had -- if we had  
8 discounted it and taken money out of it, we wouldn't  
9 have gotten the players to participate in the first  
10 place.

11 MR. FEHER: Object to the form.

12 BY MR. LeCLAIR:

13 Q. How long did this language stay in the  
14 Retired Player GLA Form?

15 A. I don't know.

16 Q. I think it was in there probably about ten  
17 years. Does that make sense to you?

18 A. I don't know.

19 Q. Do you know why you didn't take it out?

20 MR. FEHER: Objection to form.

21 THE WITNESS: I think -- well, my opinion is  
22 because we were hopeful that we would be able to  
23 generate through group player licensing of retired  
24 players a sufficient amount of money to do that, but  
25 that was never the case.

**PAULSON**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

818.239.4111

150

1 (Exhibit 20 marked)

2 BY MR. LeCLAIR:

3 Q. I'll hand you what's been marked as Exhibit  
4 20.

5 MR. LeCLAIR: Let's go ahead and break.  
6 Let's go ahead and break for lunch. It is 12:30.

7 THE VIDEOGRAPHER: We're off the record at  
8 12:29 p.m.

9 (Discussion held off the record)

10 MR. FEHER: Back on the record for  
11 scheduling matters. It's 12:30.

12 We're just about to take the lunch break.  
13 Mr. Allen indicated that he has a commitment at the  
14 Screen Actors Guild, of which he's executive  
15 director, at 6:00 o'clock. And I indicated that we  
16 really need to try and conclude by 5:30 in order for  
17 Mr. Allen to meet that business commitment.

18 I suggested that we should take really a  
19 shorter lunch break as plaintiffs' counsel would like  
20 in order to accomplish that. And I believe that  
21 plaintiffs' counsel's view that a 40-minute lunch  
22 break is appropriate. But he can state whatever he  
23 wants on the record.

24 I just want it to be clear that we've made  
25 the offer to have a very truncated lunch break so

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

619.239.4111

156

1 Mr. Adderley's image?

2 A. Players Inc. made known to the marketplace  
3 that it had access to a large number of retired NFL  
4 players that were available for use in licensing and  
5 of their name and image and in opportunities to  
6 provide services like autographs or appearances. The  
7 marketplace determined which players it wanted to  
8 make use of, not Players Inc. or the NFLPA.

9 Q. Did Players Inc. -- let's start with them --  
10 did they ever send Mr. Adderley's name, image, or any  
11 information about him specifically to any potential  
12 licensee, that you know of?

13 A. I don't have knowledge of that one way or  
14 another.

15 Q. As far as you know, that didn't happen?

16 MR. FEHER: Objection.

17 THE WITNESS: I didn't say that at all. In  
18 fact, it wouldn't surprise me that it did, but I  
19 don't know personally.

20 BY MR. LeCLAIR:

21 Q. If it didn't happen, in your view, that  
22 didn't violate Mr. Adderley's rights under this  
23 agreement with the NFLPA?

24 MR. FEHER: Objection to form.

25 THE WITNESS: If what didn't happen?

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

819.239.4111

1 A. I don't recall.

2 Q. Did you ever put out any memo or document to  
3 the NFLPA or Players Inc.'s staff explaining the new  
4 form and its use?

5 A. Not that I recall.

6 Q. How did people know to use this form? How  
7 did they even find out there had been a change?

8 A. I believe that those -- the instructions to  
9 use a new form were given -- and I'm not sure by  
10 whom, to tell you the truth. I don't recall at this  
11 point -- to the people in the Retired Players  
12 Department that kept track of the GLA's.

13 Q. And you did not communicate to them about  
14 that directly?

15 A. I may have. I don't recall.

16 Q. Did the NFLPA use its best efforts to  
17 promote the use of retired NFL player images and  
18 group licensing programs after November 2005?

19 MR. FEHER: Objection to form.

20 THE WITNESS: I'm sorry. Repeat the  
21 question.

22 MR. LeCLAIR: Read it back, please.

23 (Record read)

24 MR. FEHER: Same objection.

25 THE WITNESS: I'm not sure how to proceed

182

1 since you're asking me about language that I've  
2 already testified I can't talk about without --

3 MR. FEHER: Just to be clear -- because the  
4 scope of my instruction should be clear, and I don't  
5 want there to be any mistake -- you can't divulge the  
6 contents of any communications that you had with any  
7 lawyers. To the extent that the question asks for  
8 matters beyond that, it's not subject to the  
9 instruction, but I do have a separate objection as to  
10 the question.

11 THE WITNESS: Could you repeat the  
12 question?

13 MR. LeCLAIR: Go ahead.

14 (Record read)

15 MR. FEHER: I object to the form.

16 THE WITNESS: I believe so.

17 BY MR. LeCLAIR:

18 Q. What did they do in that regard? Tell me  
19 everything you know that they did to use their best  
20 efforts to promote the use of retired NFL player  
21 images in group licensing programs?

22 A. Well, I won't be able to recall everything  
23 that they did, but I'll try to come up with some  
24 representative examples.

25 In conversations and communications with

**P A U L S O N**

REPORTING & LITIGATION SERVICES

800.300.1214

WWW.PAULSONREPORTING.COM

819.239.4111

183

1 licensees, sponsors, and prospective licensees and  
2 sponsors and the NFL players, Players Inc. regularly  
3 routinely often promoted the use of retired players  
4 in licensed products and sponsorship activities  
5 through written communication, through the  
6 utilization of retired players and radio, video,  
7 television, and marketing materials and sales calls,  
8 and attendance at trade shows or conventions or  
9 associate -- different kinds of association  
10 meetings. It was a regular part of Players Inc.'s  
11 business.

12 Q. Did you personally do any of that?

13 A. Yes.

14 Q. What did you personally do?

15 A. Talked about retired players with sponsors  
16 and licensees with the league, with television  
17 producers, with radio producers. It was a constant  
18 refrain of the Players Inc. staff and something --  
19 and one of the most important things I did was  
20 emphasize to the Players Inc. staff how important it  
21 was to promote retired players as an integral part of  
22 our approach to the marketplace.

23 Q. The next clause in this document refers to  
24 providing licensing opportunities to all NFL players.

25 Did the NFLPA use its best efforts to

**P A U L S O N**

**REPORTING & LITIGATION SERVICES**

**800.300.1214**

**WWW.PAULSONREPORTING.COM**

**619.239.4111**

REPORTER CERTIFICATION

I, Terrie C. Barker, Certified Shorthand Reporter, in and for the State of California, do hereby certify:

That the foregoing witness was by me duly sworn; that the deposition was then taken before me at the time and place herein set forth; that the testimony and proceedings were reported stenographically by me and later transcribed into typewriting under my direction; that the foregoing is a true record of the testimony and proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name this 13th day of September, 2007.

1st Terrie C. Barker

Terrie C. Barker, CSR No. 12000

**P A U L S O N**

REPORTING & LITIGATION SERVICES