

EXHIBIT 9

Case No. C 07 0943 WHA

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

Certified Copy

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

PAUL PARRISH and
HERBERT ANTHONY ADDERLEY,
on behalf of themselves
and all others similarly
situated,

Plaintiffs

vs.

NATIONAL FOOTBALL LEAGUE,
PLAYERS INCORPORATED, d/b/a
PLAYERS, INC., a Virginia
Corporation,

CASE NO. 07-0943

Defendant

~~~~~

**VIDEOTAPED DEPOSITION OF**

**JOSEPH H. NAHRA**

April 16, 2008  
9:00 a.m.

Manatt, Phelps & Phillips  
One Metro Center  
Suite 1100, 700 12th Street, NW  
Washington, D.C.

Reported By: T. S. Hubbard, Jr.

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1 APPEARANCES:

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5 On behalf of the Plaintiffs

6 DAVID G. FEHER, ESQUIRE

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12 On behalf of the Defendant

13  
14 ALSO PRESENT: Michael Gay, Videographer

15  
16 The videotaped deposition of JOSEPH H. NAHRA,  
17 First as 30(b)(6) Witness for NFLPA, and then  
18 Individually, taken on Wednesday, April 16, 2008,  
19 commencing at 9:00 a.m., at the law offices of  
20 Manatt, Phelps & Phillips, One Metro Center,  
21 Suite 1100, 700 12th Street, Northwest,  
22 Washington, D.C., before T. S. Hubbard, court  
23 reporter and notary public.  
24  
25

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1 licensees were using retired players for much of  
2 anything we were just trying to convince them  
3 that it added value to their product and to  
4 their company to use retired players.

5 I think once we got a little bit of  
6 momentum with licensees wanting to use retired  
7 players to make appearances or to sign  
8 autographs, then I think it really was probably  
9 the result of market forces that we were able to  
10 obtain a higher price. The prices though are  
11 always negotiated between the player, and I am  
12 talking about ad hoc agreements. The prices are  
13 always negotiated between the player through  
14 Players, Inc., but with the player and the  
15 company.

16 Player's Inc. doesn't set the prices.  
17 Players, Inc. takes an offer from let's say a  
18 trading card company, for example, they are  
19 willing to pay Player A X amount of dollars and  
20 we call Player A, we say, "This trading card  
21 company is willing to pay you X amount of  
22 dollars." He either says yes or no and maybe he  
23 makes a counter offer.

24 BY MR. LeCLAIR:

25 Q. Did you try to maximize the dollars for

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1 the retired players in connection with licenses  
2 that were granted?

3 MR. FEHER: Same instructions.

4 THE WITNESS: I would say as a general  
5 principle we are always trying to get players as  
6 much money as we can, but I wasn't involved in  
7 the negotiation process. That was handled  
8 primarily by our player marketing department and  
9 I don't --

10 BY MR. LeCLAIR:

11 Q. Based on what you are aware of you  
12 thought that the marketing people were trying to  
13 get the most they could for the retired players?

14 MR. FEHER: Same instruction.

15 THE WITNESS: I think, again, as a  
16 general principle that is always the case, but I  
17 do not believe that anyone in the player  
18 marketing department was negotiating prices and  
19 trying to negotiate a higher price with the  
20 licensee.

21 BY MR. LeCLAIR:

22 Q. Were they trying to drive down the  
23 compensation to retired players?

24 A. No, certainly not.

25 Q. They were trying to get more rather

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1 than less, weren't they?

2 A. If anything for sure more.

3 Q. Certainly your interest was aligned  
4 with the retired players and not with the  
5 licensees, right, in terms of them playing less  
6 as opposed to more.

7 MR. FEHER: With all of these the same  
8 instructions.

9 THE WITNESS: Well, I don't think that  
10 is a fair characterization. I mean we value our  
11 licensees, they are partners of ours, and that  
12 is exactly why we don't get involved in  
13 negotiations.

14 I want that player to get as much money  
15 as he can, but I am not part of the negotiation.  
16 It is between the player and the licensee. We  
17 are not trying to drive up the price on our  
18 licensees.

19 BY MR. LeCLAIR:

20 Q. So you viewed the NFLPA as neutral  
21 between the licensees and the retired players.  
22 Not really advocating for the retired players.  
23 Just neutral.

24 MR. FEHER: Objection to form.  
25 Non-legal. Non-30(b)(6).

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1 THE WITNESS: I would say that we are  
2 not involved in negotiating the price. We are  
3 involved in reviewing any agreements and in that  
4 capacity will discuss any concerns that a player  
5 might have based on language that the licensee  
6 may want to insert into the agreement.

7 BY MR. LeCLAIR:

8 Q. Were you trying to act in the best  
9 interests of the retired players?

10 A. We are always trying to act in the best  
11 interests of the retired players.

12 Q. You were not in any way trying to  
13 deprive them of income from licenses that might  
14 be granted?

15 MR. FEHER: Same instruction.

16 THE WITNESS: No.

17 BY MR. LeCLAIR:

18 Q. Did you view it as the obligation of  
19 the NFLPA to try to serve the interests of the  
20 retired players in connection with licenses that  
21 were granted?

22 MR. FEHER: Same instruction. He  
23 cannot really give it as a legal conclusion, but  
24 you know that.

25 BY MR. LeCLAIR:

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## 1 CERTIFICATE OF SHORTHAND REPORTER/NOTARY PUBLIC

2  
3 I, T. S. Hubbard, Jr., Court Reporter, the  
4 officer before whom the foregoing proceedings  
5 were taken, do hereby certify that the  
6 foregoing transcript is a true and correct record  
7 of the proceedings; that said proceedings were  
8 taken by me stenographically and thereafter  
9 reduced to typewriting under my supervision; and  
10 that I am neither counsel for, related to, nor  
11 employed by any of the parties to this case and  
12 have no interest, financial or otherwise, in its  
13 outcome.

14 IN WITNESS WHEREOF, I have hereunto set my  
15 hand this 21st day of April 2008.

16  
17 My Commission Expires:

18 July 19, 2011

19  
20 T. S. Hubbard, Jr.

21 T. S. Hubbard, Jr.  
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