

EXHIBIT 6

Case No. C 07 0943 WHA

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

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* * * HIGHLY CONFIDENTIAL * * *

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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BERNARD PAUL PARRISH, et al,

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE PLAYERS
ASSOCIATION, et al,

Defendants,

HIGHLY CONFIDENTIAL

Case No.: C07 0943 WHA
-----x

399 Park Avenue
New York, New York

April 4, 2008
9:04 a.m.

Deposition of ADAM ZUCKER, pursuant to
Subpoena, before Sophie Nolan, a Notary Public
of the State of New York.

ELLEN GRAUER COURT REPORTING CO. LLC
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2 contacting third parties.

3 Q. Without going through Players,
4 Inc.?

5 MR. EBERT: Objection. Is that a
6 question?

7 MR. LeCLAIR: Yes.

8 MR. EBERT: I object to that
9 question.

10 MR. LeCLAIR: All right, I'll
11 rephrase it.

12 Q. Did you tell Players, Inc. that you
13 would do a better job of not contacting third
14 parties without going through Players, Inc.?

15 MR. GREENSPAN: Objection to form.

16 A. I think, pursuant to this example,
17 we said we apologize for how this went down and
18 that next time, we'll do a better job.

19 Q. If you wanted to get an active
20 player to sign autographs, did you also have to
21 go get an agreement to do that?

22 A. What do you -- please clarify that.

23 Q. Sure. In other words, I'm trying
24 to understand the differences between active
25 and retired players in terms of Topps'

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2 agreements.

3 A. Okay, highlight agreements.

4 Q. Or auto agreements.

5 MR. EBERT: Let's -- objection. I
6 think you're mischaracterizing when you
7 say "auto agreements." The witness is
8 clear that these agreements are more than
9 autographs and you keep trying to say
10 it's an autograph agreement.

11 I object on that basis and ask you
12 to characterize it more properly, if you
13 would.

14 Q. Have you referred to them as auto
15 agreements?

16 A. No.

17 Q. You never referred to them as auto
18 agreements?

19 A. I might have referred to that --
20 you know, to an agreement. I might talk to
21 somebody, hey, I got the autograph agreement,
22 but my definition of an agreement that I have
23 with Players, Inc. that is facilitated through
24 the department that I oversee, it's a highlight
25 agreement and that could include anything from

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2 autographs, you know, contracting autographs to
3 contracting packaging rights, ad rights, an
4 appearance, a camp, rights for retired players
5 on base cards.

6 So, at times I might refer to it as
7 an autograph agreement internally but in the
8 category, in the card category with my
9 competitors, with an agent, we use -- we use
10 the word "highlight agreement." Players, Inc.
11 might call it something else. We call it a
12 highlight agreement.

13 Q. Now, specifically, my question is
14 if you wanted to get a veteran player who was
15 active to sign cards, did you have to enter
16 into an agreement with them about that?

17 A. There --

18 MR. EBERT: "Them" being who?

19 Q. The active player.

20 A. We would negotiate the respective
21 autograph agreement through Players, Inc., an
22 agreement would be drawn up between Topps and
23 Players, Inc. for the services of whoever or
24 rights of or appearance of.

25 Q. And tell me what was different

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2 about that as opposed to the agreement with a
3 retired player to do the same thing?

4 A. The agreement itself, if you
5 weren't familiar with football, you would look
6 at it, they would look similar. The only
7 difference is the retired agreement, there
8 would be a rights paragraph that's granting us
9 rights.

10 The active player agreement
11 wouldn't have a rights paragraph because we are
12 receiving those respective rights to make cards
13 through one of these licensing agreements
14 you've presented.

15 MR. EBERT: The witness is
16 referring to exhibits -- what does that
17 sticker say?

18 THE WITNESS: 390 -- it would be
19 394, 393, 392.

20 Q. Did anyone from Players, Inc. ever
21 tell you that they already had rights granted
22 from certain retired players?

23 A. No.

24 Q. You didn't know that at all?

25 MR. EBERT: Objection. The

