

EXHIBIT 7

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
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399 Park Avenue
New York, New York

April 4, 2008
12:41 p.m.

Deposition of WARREN FRISS, pursuant to
30(b)(6) Notice, before Sophie Nolan, a Notary
Public of the State of New York.

ELLEN GRAUER COURT REPORTING CO. LLC
126 East 56th Street, Fifth Floor
New York, New York 10022
212-750-6434
Ref: 87185B

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14 ALSO PRESENT:

15 JOHN MARTUCCI, Legal Videographer

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2 player that you were referring to in paragraph
3 three of your declaration?

4 A. Yes --

5 MR. LeCLAIR: Objection, leading.

6 A. Yes, it is.

7 Q. Okay. Paragraph five entitled
8 "Compensation," do you recall that Mr. LeClair
9 had asked you some questions about the
10 compensation paid, in this case, with respect
11 to Roger Craig?

12 A. Yes.

13 Q. Okay. It states in that paragraph,
14 "As consideration for the grant of rights and
15 services, Players, Inc. shall pay player
16 \$5,000."

17 Is that consistent with your
18 understanding of what the consideration that
19 Topps was paying was in exchange for?

20 MR. LeCLAIR: Objection, form and
21 leading.

22 A. I'm sorry, could you repeat the
23 question?

24 Q. Is it your understanding that Topps
25 was paying \$5,000 for both a grant of rights

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2 and services for Mr. Craig?

3 MR. LeCLAIR: Objection, form,
4 leading.

5 A. Yes.

6 Q. Do you know whether -- has Topps
7 entered into similar individual designated
8 deals with retired players?

9 A. Yes.

10 Q. And is it your understanding --
11 what is your understanding as to whether those
12 individual retired player deals contained grant
13 of rights?

14 MR. LeCLAIR: Objection to form.

15 A. It's my understanding that they
16 always include a grant of rights in addition to
17 the grant of services.

18 Q. Okay. Does Topps do individual
19 designated deals with active players?

20 A. Yes.

21 Q. What is your understanding as to
22 whether those individually designated deals
23 with active players contain a grant of rights?

24 A. It's my understanding that they do
25 not.

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2 Q. Okay. Does Topps -- has -- what is
3 your position with respect to Topps' ability to
4 make a trading card of a retired player like
5 Roger Craig absent an individually negotiated
6 deal like Exhibit B to your declaration?

7 MR. LeCLAIR: Objection, form.

8 A. It's my understanding and it always
9 has been that we cannot make a trading card
10 unless we obtain the rights individually from
11 that retired player which we have to do through
12 NFLPA. We have never published a picture of a
13 retired player without doing that.

14 Q. Okay. And I want to be very clear
15 here that we're talking -- I want to put
16 aside -- put aside the issue of autographs.
17 Just focusing on Topps' right or lack of a
18 right to make a trading card bearing a retired
19 player's name, image statistical information,
20 etcetera, what is Topps' position about its
21 right to do so absent an individually
22 negotiated deal like Exhibit B to your
23 declaration?

24 MR. LeCLAIR: Objection to form.

25 A. No, we don't have the right to do

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2 so.

3 Q. Okay. Turning back to your
4 declaration, paragraph four, it says, "Thus,
5 under the 2004 license agreement, Topps
6 acquired the group licensing rights of active
7 NFL players only."

8 Is that consistent with your
9 understanding today?

10 A. Yes.

11 Q. And have you ever had a different
12 understanding about the rights that were --
13 that Topps acquired under the 2004 license
14 agreement?

15 A. No.

16 Q. The next sentence states, "It was
17 my belief that any consideration paid by Topps
18 under the 2004 license agreement was not paid
19 for the rights of retired players."

20 Is that statement consistent with
21 your understanding today?

22 A. Yes.

23 MR. LeCLAIR: Objection, leading.

24 A. Yes.

25 Q. And has that always been your

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C E R T I F I C A T E

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

I, SOPHIE NOLAN, a Notary Public
within and for the State of New York, do
hereby certify:

That WARREN FRISS, the witness
whose deposition is herein before set
forth, was duly sworn by me and that such
deposition is a true record of the
testimony given by such witness.

I further certify that I am not
related to any of the parties to this
action by blood or marriage; and that I
am in no way interested in the outcome of
this matter.

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

Sophie Nolan

SOPHIE NOLAN