

EXHIBIT A

Herbert Anthony Adderley

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BERNARD PAUL PARRISH, : CIVIL ACTION
HERBERT ANTHONY :
ADDERLEY, and WALTER :
ROBERTS, III, on :
behalf of themselves :
and all others :
similarly situated, :
Plaintiffs :
:
V. :
:
NATIONAL FOOTBALL :
LEAGUE PLAYERS :
ASSOCIATION; a :
Virginia Corporation :
and NATIONAL FOOTBALL :
LEAGUE PLAYERS, INC., :
d/b/a PLAYERS, INC., :
a Virginia corporation :
Defendants : NO. C07-0943-WHA

February 20, 2008

Videotape deposition of HERBERT
ANTHONY ADDERLEY, held in the offices of
Blank Rome, One Logan Square, 9th Floor,
Philadelphia, Pennsylvania 19103,
commencing at 8:30 a.m. on the above
date, before Teresa M. Beaver, a
Federally-Approved Registered
Professional Reporter and a Notary Public
in the Commonwealth of Pennsylvania.

JOB NO. 200714

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1 - - -
2 (Whereupon, there was a
3 recess.)
4 - - -
5 THE VIDEOGRAPHER: The time
6 is 9:46 a.m., we are back on the
7 record.
8 MR. KESSLER: Before I
9 continue my question of
10 Mr. Adderley, I'd just like to
11 note on the record, I've just been
12 informed by my office that about
13 1500 pages of discovery was
14 delivered to our office this
15 morning. I don't know if any of
16 that would relate to Mr. Adderley,
17 to my questioning of him; but I'm
18 afraid since we obviously have no
19 opportunity to review that
20 information, I'm going to reserve
21 my right upon review of that, to
22 recall Mr. Adderley, if in fact
23 there are materials that I believe
24 are relevant to his examination.

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1 I hope that won't be the
2 case but I have no way of knowing,
3 since the production was just done
4 this morning.
5 And requests that have been
6 outstanding for a very long period
7 of time.
8 BY MR. KESSLER:
9 Q. Mr. Adderley, you testified
10 earlier -- withdrawn.
11 In some of the e-mails we
12 looked at, that you wrote, you said the
13 reason you were bringing the lawsuit is
14 because you believed that you had signed
15 a group license agreement with Players,
16 Inc. and that you weren't getting the
17 money you were entitled to. Is that
18 true?
19 A. Yes.
20 MR. KATZ: Object.
21 BY MR. KESSLER:
22 Q. Now, let me show you a copy
23 of the First Amended Complaint in this
24 case; which was filed on February 23rd,

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1 2007.
2 You don't need to give it an
3 exhibit.
4 MR. KATZ: You're not
5 marking this?
6 MR. KESSLER: I don't think
7 it needs to be marked as an
8 exhibit. It's a court document.
9 BY MR. KESSLER:
10 Q. Mr. Adderley, I take it you
11 never saw this document before; correct?
12 A. I've seen this.
13 Q. When did you first see it?
14 A. I don't know exactly when;
15 because so many documents have come to
16 me.
17 But I do remember seeing
18 this.
19 Q. You didn't see it before it
20 was filed, right?
21 A. No.
22 Q. Okay. Now, did you know
23 that in this First Amended Complaint that
24 was filed, you did not make any claim for

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1 any breach of your licensing agreement;
2 did you know that, sir?
3 MR. KATZ: Object. It calls
4 for a legal conclusion.
5 THE WITNESS: No.
6 BY MR. KESSLER:
7 Q. Did you know that this
8 document doesn't make any factual claim
9 that there was some breach by anyone of
10 your licensing agreement?
11 MR. KATZ: Object. It calls
12 for a legal conclusion.
13 THE WITNESS: Did I know
14 that there was a factual --
15 BY MR. KESSLER:
16 Q. That no claim was made about
17 that.
18 A. Yes.
19 Q. When did you learn that?
20 A. After reading the document.
21 Q. And were you surprised?
22 MR. KATZ: Object.
23 THE WITNESS: Yes.
24 BY MR. KESSLER:

19 (Pages 70 to 73)

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1 Q. And what is your
2 understanding of why no claim was made
3 for a breach of your license agreement in
4 this, if that was what you thought your
5 claim was?
6 MR. KATZ: Object. It calls
7 for a legal conclusion. And also,
8 I would instruct you don't reveal
9 any communications between
10 attorneys and you.
11 THE WITNESS: Repeat the
12 question again.
13 BY MR. KESSLER:
14 Q. Yeah. Why do you understand
15 that a lawsuit was filed for you that did
16 not have any claim for breaching your
17 license agreement, even though that's why
18 you thought you were in the lawsuit?
19 MR. KATZ: Object. Also, as
20 I said, do not convey any
21 information that you learned from
22 your lawyers. Otherwise, you may
23 answer.
24 If you have another basis

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1 for that, you may answer.
2 THE WITNESS: I -- thinking
3 that the theory changed from the
4 beginning. It was -- the reason I
5 got involved was the use of
6 likeness or names, et cetera, on
7 the agreement that I had that I
8 told Mr. Parrish that I had when
9 he contacted me about being
10 involved with the lawsuit.
11 And then all of a sudden, it
12 was the group licensing agreement
13 that -- where the money was
14 supposed to be set aside and it
15 should have gotten paid out of
16 that. It was not in here.
17 BY MR. KESSLER:
18 Q. Okay. I have a slightly
19 different question.
20 Before any case was filed,
21 your complaint was your agreement was not
22 being honored; right?
23 A. Yes.
24 Q. This is the first theory?

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1 A. Yes.
2 Q. That was advanced. Okay.
3 This was not the later theories; okay?
4 A. Right. Right.
5 Q. Do you have any
6 understanding why the first theories that
7 were advanced in the case have nothing to
8 do with your group license agreement?
9 MR. KATZ: And I'm going to
10 object. I think it's really
11 harassing to keep asking for a
12 legal conclusion.
13 But also, any information
14 that you have, that's based on
15 something your lawyer told you,
16 please do not reveal that
17 information. It's privileged.
18 THE WITNESS: Repeat again,
19 please.
20 BY MR. KESSLER:
21 Q. Yeah. What is your
22 understanding of why the very first
23 theory put in this case had nothing to do
24 with breaching your group license

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1 agreement?
2 MR. KATZ: Same objection.
3 Same instruction.
4 THE WITNESS: Because it
5 didn't have anything to do with
6 the lawsuit, with the group
7 licensing agreement and the escrow
8 fund set aside.
9 BY MR. KESSLER:
10 Q. This complaint says nothing
11 about the escrow fund; right?
12 A. No.
13 Q. Okay. What did you think,
14 when your lawsuit was first filed, first
15 filed, what claim did you think you were
16 asserting, sir?
17 A. I was thinking that this
18 referred to the agreement that I signed
19 with player's name with Reebok, that I
20 didn't get paid for, I couldn't get any
21 acknowledgement from, in the beginning.
22 Q. That's what you thought this
23 was about?
24 A. Yeah.

20 (Pages 74 to 77)

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1 MR. KATZ: Object.
2 BY MR. KESSLER:
3 Q. But there's nothing in here
4 about that; right?
5 A. Right.
6 MR. KATZ: Object.
7 BY MR. KESSLER:
8 Q. Did you have any discussion
9 with Mr. Parrish about the fact that he
10 did not sign a group license agreement?
11 A. No, I didn't.
12 Q. Let me show you next the
13 Second Amended Complaint in this case.
14 Mr. Parrish, I take it from
15 your earlier testimony, you never saw
16 this document before it was filed;
17 correct?
18 OMR. COHEN: This is not
19 Mr. Parrish.
20 BY MR. KESSLER:
21 Q. I'm sorry. Mr. Adderley,
22 you never saw this document before it was
23 filed; correct?
24 A. No.

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1 Q. Now, let me direct your
2 attention to Page 3 of this document.
3 You'll see under Paragraph
4 5, there's a paragraph about you,
5 Plaintiff Herbert Anthony Adderley;
6 that's you, right?
7 A. Yes.
8 Q. The last sentence says "He,"
9 meaning you, "is a competitor and/or
10 potential competitor to defendants for
11 the marketing of his image."
12 Do you see that?
13 A. Yes.
14 Q. Okay. Do you agree that you
15 are a competitor or a potential
16 competitor of Players, Inc., or the NFLPA
17 to market your image?
18 MR. KATZ: Object.
19 THE WITNESS: No.
20 BY MR. KESSLER:
21 Q. Do you think that's wrong?
22 A. Yes.
23 MR. KATZ: Object.
24 BY MR. KESSLER:

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1 Q. Let me show you now the
2 Third Amended Complaint in this action.
3 Mr. Adderley, I take it you
4 never saw this document before it was
5 filed, too, correct?
6 A. That's correct.
7 Q. Okay. Do you know if this
8 is the current document or not or whether
9 there's a Fourth Amended Complaint?
10 MR. KATZ: I have a
11 question, Mr. Kessler. Is this
12 redacted or unredacted?
13 MR. KESSLER: The third
14 Amended Complaint?
15 MR. KATZ: Yes.
16 Mr. Adderley would not have seen
17 anything that wasn't redacted.
18 So, it's your --
19 MR. KESSLER: Okay.
20 MR. KATZ: It's your
21 designations that make things. He
22 has seen a redacted version of
23 this.
24 BY MR. KESSLER:

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1 Q. Let me ask that back from
2 you, sir. And we'll get the redacted one
3 faxed to us so we can show you that.
4 But let me just ask you now,
5 have you read -- before it was filed, did
6 you read a redacted version of this
7 complaint.
8 A. No.
9 MR. KATZ: Explain, redacted
10 means blacked out. Do you
11 understand that?
12 THE WITNESS: No, I didn't.
13 BY MR. KESSLER:
14 Q. Did you read any version of
15 this complaint before it was filed,
16 blacked out or not?
17 A. Yes.
18 Q. Yes what? Explain, please.
19 A. I saw the complaint and it
20 was blacked out.
21 Q. When did you see it?
22 A. I don't know. I guess a few
23 days after it was printed.
24 Q. Okay. So, after it was

21 (Pages 78 to 81)

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1 Q. Do you recall if it was more
2 than one?
3 A. Yes.
4 Q. So, you signed at least more
5 than one GLA in the 1990s; correct?
6 A. Yes.
7 Q. And do you recall you
8 entered another GLA in 2001, which is the
9 one before you; correct?
10 A. Yes.
11 Q. That was at least the third
12 time you signed the GLA; correct?
13 A. Yes.
14 Q. And then after this one you
15 signed another GLA in 2005; correct?
16 A. Yes.
17 Q. You signed at least four
18 different GLAs over a period of maybe ten
19 years or something like that?
20 A. Yes.
21 Q. Now, throughout that
22 ten-year period of time, you knew --
23 MR. KATZ: Mr. Kessler, you
24 can take this for what it's worth,

1 those agreements, that you remember?
2 A. Nothing.
3 Q. So, you knew you were
4 getting nothing; right?
5 A. After I -- yeah, after time
6 passed by and I didn't get anything, I
7 knew then. I didn't know at the time.
8 Q. Okay. So, after you knew,
9 after the first two agreements you
10 signed, and you got no money, and you got
11 no equal share royalty, okay, why did you
12 sign the third agreement?
13 A. I had hopes that I would get
14 something from signing my name, that it
15 meant to me that signing my name, that I
16 would be paid something eventually.
17 Q. When you got nothing after
18 the third agreement, why did you sign the
19 fourth agreement?
20 A. Same thing.
21 Q. Isn't it true, sir, that
22 prior to this lawsuit, you never thought
23 you were entitled to any equal share
24 royalty; right?

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1 you said 2005 a moment ago. I
2 think you misspoke. I think you
3 meant 2002. Whatever.
4 MR. KESSLER: I'm sorry.
5 BY MR. KESSLER:
6 Q. You signed it in 2002, the
7 second one?
8 A. 2005.
9 Q. And it expired in 2005?
10 A. That's correct.
11 Q. Throughout that period of
12 time, when you were signing these four
13 different GLAs, you knew that you were
14 never receiving any equal share royalty;
15 right? You knew that?
16 A. Yes.
17 Q. And you also knew, sir, that
18 you were never receiving any money, you
19 know, under those agreements; correct?
20 A. No, I didn't know that.
21 Q. You thought you were getting
22 money under those agreements?
23 A. That's why I signed it, yes.
24 Q. What money did you get under

1 A. That's wrong. I thought I
2 was entitled to something.
3 Q. Not something. Did you ever
4 think you were entitled to an equal share
5 royalty prior to this lawsuit being
6 filed?
7 MR. KATZ: Object.
8 THE WITNESS: Whether or not
9 it was equal share, you know, I
10 don't know. I just figured I
11 should have gotten something.
12 BY MR. KESSLER:
13 Q. What you thought, sir, is
14 that if your image was used, you should
15 get something for that; right?
16 A. Yes.
17 MR. KATZ: Object.
18 BY MR. KESSLER:
19 Q. Prior to this lawsuit, you
20 never thought that you should get
21 something if nobody used your image;
22 right?
23 MR. KATZ: Object.
24 THE WITNESS: That's

23 (Pages 86 to 89)

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1 correct.
2 BY MR. KESSLER:
3 Q. That never occurred to you
4 before this lawsuit; right?
5 MR. KATZ: Object.
6 THE WITNESS: That's
7 correct.
8 BY MR. KESSLER:
9 Q. Yeah. I want to take a look
10 at this GLA you signed.
11 And, sir, when you read this
12 GLA that you signed, you believe you
13 understood what it meant; correct?
14 A. Yes.
15 Q. Okay. And that would be
16 true of all the GLAs that you signed;
17 correct?
18 A. Yes.
19 Q. I take it you read them
20 before signing it; you didn't just sign
21 your name to something without reading
22 it; right?
23 A. Yes.
24 Q. Now, in the last paragraph

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1 of this document, which is 167, it says
2 "It is further understood that the monies
3 generated by such licensing of retired
4 player group rights will be divided."
5 Do you see that?
6 A. Yes.
7 Q. When you read this, you
8 understood this was only talking about
9 money generated by licensing of retired
10 player rights; correct?
11 MR. KATZ: Object.
12 THE WITNESS: I understood
13 it to mean all players, active and
14 retired players.
15 BY MR. KESSLER:
16 Q. Okay. At the time you read
17 this document in 2002, it's your -- I'm
18 sorry -- in 2001, it's your sworn
19 testimony that you thought this referred
20 to the licensing of active player rights?
21 MR. KATZ: Object.
22 THE WITNESS: No.
23 MR. KATZ: Asked and
24 answered.

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1 BY MR. KESSLER:
2 Q. You thought it only referred
3 at that time to retired players rights?
4 A. Correct.
5 MR. KATZ: Object.
6 THE WITNESS: Yes.
7 BY MR. KESSLER:
8 Q. And what you thought you
9 were agreeing to get was that if your
10 rights were licensed and used, you would
11 get some money; correct?
12 A. Correct.
13 MR. KATZ: Object.
14 BY MR. KESSLER:
15 Q. And that was your
16 understanding of this agreement?
17 A. Yes.
18 MR. KATZ: Object.
19 BY MR. KESSLER:
20 Q. Now, it also says in this
21 agreement, that it would be divided
22 between the player and an escrow account
23 for all eligible NFLPA members; do you
24 see that, sir?

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1 A. Yes.
2 Q. First of all, were you an
3 NFLPA member in 2001?
4 A. Yes.
5 Q. Do you know?
6 A. Yes.
7 Q. What years were you an NFLPA
8 member?
9 A. I don't recall.
10 Q. How do you know if you were
11 a member in 2001, sir, if you don't
12 recall?
13 A. I recall paying dues up
14 until 2005, I believe.
15 Q. When did you stop paying
16 dues?
17 A. 2005.
18 Q. You paid in 2005.
19 Do you know if you paid in
20 2001?
21 A. I don't know.
22 Q. Let me show you next the GLA
23 that you signed in 2002, which will be
24 Exhibit 168.

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1 - - -
2 (Whereupon, the exhibit was
3 marked 168 for identification.)
4 - - -
5 BY MR. KESSLER:
6 Q. Mr. Adderley, do you
7 recognize this as the agreement you
8 signed in 2002, with the NFLPA?
9 A. Yes.
10 Q. And this language has the
11 same language as the previous agreement
12 that we looked at, Exhibit 167; correct?
13 A. Yes.
14 Q. So, I take it you had the
15 same understanding of what this agreement
16 meant, 168, as you had about 167;
17 correct?
18 A. Yes.
19 MR. KATZ: Object.
20 BY MR. KESSLER:
21 Q. Your answer was yes?
22 A. Yes.
23 Q. Now, looking again at this
24 agreement, sir, take a look at 168.

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1 It says on top, that "The
2 undersigned hereby authorizes the
3 National Football League Players
4 Association, its licensing affiliates the
5 nonexclusive right to use his name."
6 Do you see that, sir?
7 A. Yes.
8 Q. When you signed this, you
9 understood it was a nonexclusive
10 agreement; correct?
11 A. Yes.
12 Q. That was true of all the
13 GLAs you signed; correct?
14 A. Yes.
15 Q. If you look at the third
16 paragraph, it says "The undersigned
17 player retains the right to grant the use
18 of his image to another entity for use in
19 a group of five or less presidents or
20 former players."
21 Do you see that?
22 A. Yes.
23 Q. And you knew that you had
24 reserved that right to market yourself in

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1 groups of five or less players; correct?
2 MR. KATZ: Object.
3 THE WITNESS: Yes.
4 BY MR. KESSLER:
5 Q. Sir, did you ever make any
6 efforts, since 2002, to market your image
7 in any way on your own, your name or
8 image?
9 A. No.
10 MR. KATZ: I'm going to
11 object to that question.
12 BY MR. KESSLER:
13 Q. Sir, do you believe, as a
14 retired player, you're entitled to any
15 money that's generated by the licensing
16 of active players?
17 MR. KATZ: Object.
18 THE WITNESS: No.
19 BY MR. KESSLER:
20 Q. Is it your understanding,
21 sir, that there is anything that limits
22 you today, from marketing your licensing
23 rights on your own?
24 A. No, there's nothing limiting

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1 me.
2 MR. KATZ: I'll object to
3 that.
4 BY MR. KESSLER:
5 Q. Is it also true that there
6 is -- was nothing limiting you from doing
7 that in 2002 until today?
8 MR. KATZ: Object.
9 BY MR. KESSLER:
10 Q. Let me ask a better
11 question.
12 You've been free to market
13 your rights on your own from 2002 up
14 through today; correct?
15 A. Yes.
16 MR. KATZ: Object.
17 BY MR. KESSLER:
18 Q. Sir, is it your belief that
19 you had any power to control Player,
20 Inc.'s conduct with regard to your group
21 licensing?
22 MR. KATZ: Object.
23 THE WITNESS: Yes.
24 BY MR. KESSLER:

25 (Pages 94 to 97)

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1 MR. KATZ: Object.
2 BY MR. KESSLER:
3 Q. Do you think the Hall of
4 Fame got millions. Who told you that,
5 sir?
6 A. I saw a document where EA
7 had some deal with Players, Inc., and it
8 was almost a one billion dollar deal.
9 Q. Was that a newspaper report
10 or something?
11 A. Yeah, with EA and they were
12 involved with the Hall of Fame; the same
13 type of video.
14 Q. So, you think that the Hall
15 of Fame --
16 A. \$2,000 was cheap, and that
17 we should have made at least, in my
18 opinion, 40,000; 10,000 in four payments
19 of 10,000.
20 Q. 40,000 each?
21 A. Yes.
22 Q. Let me ask you this, sir:
23 If all the Hall of Fame got, from EA, was
24 a total of \$400,000, okay, let's assume

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1 that for the moment. I know you don't
2 know.
3 If all they got was 400,000
4 from EA, do you think then that 8,000 to
5 each Hall of Famer was fair?
6 MR. KATZ: Object.
7 THE WITNESS: I don't know,
8 because I don't know how many Hall
9 of Famers were included and how
10 they would divide the money.
11 BY MR. KESSLER:
12 Q. Let me put it this way --
13 never mind.
14 But you agreed to give your
15 rights up for \$8,000 to the Hall of Fame,
16 right, for an EA video game?
17 A. Yes.
18 Q. And no one forced you to do
19 that it; right?
20 A. That's correct.
21 Q. You could have said no?
22 A. Yes.
23 Q. And, in fact, at the time
24 you were happy to get the money?

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1 A. Yes.
2 Q. Now, Mr. Adderley, at the
3 time of the Hall of Fame deal that went
4 to EA, EA didn't already have your
5 rights; did it?
6 A. I don't know.
7 Q. Well, if EA already had your
8 rights, why would they give you more
9 money?
10 MR. KATZ: Object.
11 MR. KESSLER: For your
12 rights.
13 MR. KATZ: Object.
14 THE WITNESS: I don't know.
15 BY MR. KESSLER:
16 Q. Well, can you think of any
17 reason why, if a company already had the
18 rights to you, and paid for it, why they
19 would give more money for the same
20 rights?
21 MR. KATZ: Object.
22 THE WITNESS: I don't know.
23 BY MR. KESSLER:
24 Q. Can you think of any

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1 possible reason that would make sense to
2 you?
3 MR. KATZ: Object.
4 THE WITNESS: No.
5 BY MR. KESSLER:
6 Q. Let me ask it this way: At
7 the time you gave these rights to the
8 Hall of Fame, at that time, you didn't
9 think then that EA already had your
10 rights; did you?
11 A. No.
12 MR. KATZ: Object.
13 BY MR. KESSLER:
14 Q. You did not believe that?
15 MR. KATZ: Object.
16 THE WITNESS: I didn't know
17 whether they had or not.
18 BY MR. KESSLER:
19 Q. But you didn't think they
20 already had it at that time?
21 MR. KATZ: Object.
22 THE WITNESS: That's
23 correct.
24 BY MR. KESSLER:

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1 THE WITNESS: Yes.
2 BY MR. KESSLER:
3 Q. Did they ever sell it?
4 A. Yes.
5 Q. To who?
6 A. Well, one fan in Pueblo,
7 Colorado, sent me the jersey with
8 Reebok's logo and Players, Inc. logo and
9 my name on the back with my number 26 on
10 the front.
11 Q. When did you receive that,
12 sir?
13 A. Shortly after I signed the
14 agreement, with the Reebok deal.
15 Q. And did that fan tell you
16 how they got that jersey?
17 A. Yes.
18 Q. What did the fan say?
19 A. I contacted him to find out
20 where he got the jersey. He purchased it
21 in a sporting goods store in Colorado.
22 Q. And did he tell you whether
23 or not he paid to have your name added?
24 A. No.

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1 Q. To the jersey?
2 A. No.
3 Q. Do you know whether he paid
4 to have your name added to the jersey?
5 A. I don't know.
6 Q. You're aware, are you not,
7 sir, that stores around the country will
8 add player names to jerseys at the
9 request of customers for a fee; are you
10 aware of that?
11 MR. KATZ: Object.
12 THE WITNESS: With the
13 Reebok logo?
14 BY MR. KESSLER:
15 Q. With any jersey?
16 MR. KATZ: Object.
17 THE WITNESS: Yes.
18 BY MR. KESSLER:
19 Q. That happens; correct?
20 A. Yes.
21 MR. KATZ: Object.
22 BY MR. KESSLER:
23 Q. You don't know whether that
24 fan's jersey was something that came from

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1 your name with Reebok or whether the fan
2 added the name; correct?
3 MR. KATZ: Object.
4 THE WITNESS: Okay.
5 BY MR. KESSLER:
6 Q. Other than that one fan and
7 one jersey, do you have any other
8 information whether Reebok ever sold your
9 jersey with the name on it?
10 A. No.
11 Q. In Request for Admission 17,
12 it says "Admit that Adderley has no
13 knowledge of his image having been
14 utilized within the statute of
15 limitations by defendants or any licensee
16 of defendants, for which Adderley has not
17 received 100 percent of the payment due
18 to him."
19 Do you see that, sir?
20 A. Yes.
21 Q. And then the answer says
22 "denied."
23 You see that?
24 A. Yes.

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1 Q. Okay. What time do you know
2 of in which your image has been utilized
3 by defendants or any licensee of
4 defendants, within the statute of
5 limitations in which you did not get 100
6 percent payment?
7 MR. KATZ: Object. Are you
8 asking what you just asked him
9 about with respect to Reebok?
10 MR. KESSLER: I'm asking him
11 the question, what time would you
12 know of, sir. I would appreciate
13 you object on the record and not
14 making a speaking objection.
15 THE WITNESS: Say that
16 again? What time?
17 BY MR. KESSLER:
18 Q. Yes. I'll rephrase.
19 Identify any situation in
20 which defendants or their licensees used
21 your image and did not pay you 100
22 percent of the money due for using your
23 image?
24 A. The only one I know of is

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1 the Reebok jersey that I just explained
2 about.
3 Q. That's the only one you know
4 of?
5 A. Yes.
6 MR. KATZ: And I'm going to
7 object to that question.
8 BY MR. KESSLER:
9 Q. Did you ever have any
10 communication with Reebok directly --
11 A. No.
12 Q. -- about this issue?
13 A. No.
14 Q. You did have communications
15 with Players, Inc., correct?
16 A. I tried, but I didn't. I
17 couldn't get through. They wouldn't
18 return calls or e-mails or letters or
19 anything.
20 Q. You never heard back from
21 Players, Inc.?
22 A. No. They refused to
23 acknowledge me.
24 Q. You say refuse. What did

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1 they do to refuse? They just didn't
2 return your calls you said?
3 A. They didn't return the calls
4 or e-mail messages. I wrote a letter
5 that I have copies of and they wouldn't
6 answer the letter.
7 Q. What year was this, sir,
8 that you did this?
9 A. Beg your pardon?
10 Q. What year did you do that?
11 A. Same year that I signed the
12 agreement with them, Reebok.
13 Q. Do you remember what year
14 that was?
15 A. 2004, I believe; because the
16 agreement ran for three years. Worldwide
17 agreement.
18 Q. Now, take a look at Request
19 Provision Number 34,
20 It says "Admit that prior to
21 commencing this lawsuit, Adderley knew
22 about the existence of the 2005 EA
23 agreement."
24 Do you see that?

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1 A. Yes.
2 Q. And it says "denied.
3 Adderley had no first-hand knowledge of
4 the existence of the 2005 EA agreement
5 prior to commencing this lawsuit."
6 Okay. Did you have
7 secondhand knowledge about it prior to
8 commencing this lawsuit?
9 MR. KATZ: Object.
10 THE WITNESS: Which EA
11 agreement? The Hall of Fame --
12 BY MR. KESSLER:
13 Q. The 2005 EA agreement.
14 A. With the Hall of Fame?
15 That's the only EA agreement that I know
16 about. I didn't know about that.
17 Q. Did you know about any --
18 MR. KATZ: You interrupted
19 him, Jeff. Are you finished with
20 your answer?
21 THE WITNESS: Yes.
22 BY MR. KESSLER:
23 Q. Did you read in the
24 newspapers about the fact that Players,

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1 Inc. or the NFLPA had any agreement with
2 Reebok prior to filing this lawsuit?
3 MR. KATZ: Object.
4 THE WITNESS: No.
5 BY MR. KESSLER:
6 Q. When did you first learn
7 that Players, Inc. had some agreement
8 with EA?
9 MR. KATZ: Object.
10 THE WITNESS: From reading
11 in the paper.
12 BY MR. KESSLER:
13 Q. When, in terms of dates or
14 month or year?
15 A. Well, it was -- I guess it
16 was last year.
17 Q. 2007 some time?
18 A. Yeah, 2007.
19 Q. Looking at Request to Admit
20 Number 25.
21 At the very bottom of this
22 request, in the response, it says
23 "Adderley admits that he knew that he was
24 receiving only an amount pursuant to the

32 (Pages 122 to 125)

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1 Q. Do you remember seeing
2 anything in particular?
3 A. No.
4 Q. Take a look at Paragraph 18
5 of the redacted complaint; it's on Page
6 6.
7 And this says "Adderley
8 first signed the GLA with the NFLPA in
9 1993."
10 A. Okay.
11 Q. Prior to the formation of
12 Players, Inc.
13 Does that refresh your
14 recollection that that was the date when
15 you signed your first GLA?
16 A. Yes.
17 Q. And it says you signed the
18 second GLA in 1996.
19 Does that refresh your
20 recollection, that's when you signed your
21 second GLA?
22 A. Yes.
23 Q. And then you signed a third
24 GLA on 2001; correct?

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1 A. Yes.
2 Q. Now, so, when you signed
3 your GLA on May 1, 2001, it had already
4 been more than eight years since you
5 signed your first GLA; correct?
6 A. Correct.
7 Q. Okay. And despite the fact
8 that you never got paid under those GLAs,
9 you kept signing them; correct?
10 A. Correct.
11 Q. And the first time you ever
12 believed any money was due to you, from
13 Players, Inc., that you didn't get, had
14 to do with the Reebok jersey; correct?
15 A. Yes.
16 Q. Prior to that, you had no
17 complaint with how Players, Inc. was
18 utilizing your licensing; right?
19 A. Correct.
20 Q. Take a look at Page 18,
21 Paragraph 55.
22 This paragraph discusses the
23 fact that you're seeking damages.
24 Is it your understanding you

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1 are seeking damages in this case?
2 A. Yes.
3 Q. How have you been damaged,
4 sir?
5 MR. KATZ: Object.
6 THE WITNESS: By not
7 receiving any compensation from
8 the group licensing agreement; the
9 last one that I signed, that said
10 that there have been escrow
11 accounts set aside and to be
12 shared with retired players,
13 included.
14 BY MR. KESSLER:
15 Q. Other than the Reebok
16 program, do you know of any program where
17 your rights were utilized that you didn't
18 get paid for?
19 A. No.
20 MR. KATZ: Object.
21 BY MR. KESSLER:
22 Q. So, can you identify any
23 other specific program that damaged you,
24 other than the Reebok program?

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1 A. No.
2 MR. KATZ: Object.
3 BY MR. KESSLER:
4 Q. Do you have any information
5 on how you would calculate how much
6 you've been damaged?
7 A. No.
8 MR. KATZ: Object.
9 BY MR. KESSLER:
10 Q. Do you have any information
11 on how other class members would
12 calculate how they've been damaged?
13 A. No.
14 MR. KATZ: Object.
15 BY MR. KESSLER:
16 Q. Do you agree if some class
17 members' rights are more valuable, like a
18 Joe Montana, that that person would be
19 more damaged than somebody who just
20 played one game, one year on special
21 teams?
22 MR. KATZ: Object.
23 THE WITNESS: Yes.
24 BY MR. KESSLER:

35 (Pages 134 to 137)

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1 Q. The damages should vary
2 depending on how valuable your rights
3 are; correct?
4 A. Yes.
5 MR. KATZ: Object.
6 BY MR. KESSLER:
7 Q. Let me direct your
8 attention, please, to Paragraph 570 Page
9 19.
10 It says, in this paragraph,
11 that on information believed in the fall
12 of 2003, the NFLPA solicited retired
13 players to join or renew their membership
14 in the NFLPA, including Parrish and other
15 members of the retired NFLPA member
16 class, and then it says see letter from
17 Doug Allen to NFLPA members in the fall
18 of 2003.
19 Do you see that, sir?
20 A. Yes.
21 Q. And it then says that
22 Parrish and Adderley received this fall,
23 2003 letter; do you see that? The last
24 sentence?

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1 A. Is that where --
2 Q. It says Parrish and Adderley
3 received this fall, 2003 letter, the last
4 line of Paragraph 57?
5 A. Okay.
6 Q. But that's false; right?
7 You never received that letter?
8 MR. KATZ: Object.
9 THE WITNESS: From Doug
10 Allen? I don't remember.
11 BY MR. KESSLER:
12 Q. You have no recollection of
13 ever receiving that letter; right?
14 A. I remember receiving the
15 letter from Doug Allen but I don't
16 remember the contents of the letter.
17 Q. You have no way of knowing
18 whether it was this fall, 2003 letter;
19 correct?
20 A. Correct.
21 Q. We're finished with that
22 complaint for now.
23 Let me show you next, we'll
24 mark as the next exhibit, which I guess

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1 is 170, a copy of a message from you.
2 - - -
3 (Whereupon, the exhibit was
4 marked 170 for identification.)
5 - - -
6 BY MR. KESSLER:
7 Q. Do you recognize this
8 document, 170, Mr. Adderley, as a message
9 that you left or sent?
10 A. Yes.
11 Q. And you sent this to
12 Mr. Parrish; is that the Bernie?
13 A. Yes.
14 Q. And why were you sending him
15 this information on January 16th, 2007?
16 A. He asked me about it.
17 Q. What did he ask?
18 A. How much I was paid.
19 Q. I'm sorry? I didn't hear.
20 A. How much I was paid.
21 Q. How much you were paid by
22 Players, Inc.?
23 A. Yes. And was I paid in
24 full.

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1 Q. And did you tell him you
2 were paid in full?
3 A. Yes.
4 Q. And there's a reference here
5 to the legends payment.
6 Do you know what that
7 referred to? "I was paid 2,913.01 for
8 legends use of image"?
9 A. Yeah. It was a deal with
10 Players, Inc., that they used my image
11 and they sent me a check for \$2,000. I
12 don't have no idea what the image was or
13 what the motion was.
14 Q. That was apart from Upper
15 Deck?
16 A. That was solely different
17 from Upper Deck.
18 Q. And they paid you in full
19 for that?
20 A. 2000, yes.
21 Q. You have no complaint about
22 that?
23 A. No, I don't.
24 Q. You then say "As you can see

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1 New York Times, too."
2 Do you see that?
3 A. Yes.
4 Q. You knew Mr. Parrish said
5 that; correct?
6 A. Yes.
7 Q. And you agreed with that;
8 right?
9 A. No, I didn't agree with it.
10 Q. You don't agree with that?
11 A. No.
12 Q. Okay. Did you tell
13 Mr. Parrish you don't agree with that?
14 A. No. I didn't discuss this
15 with Mr. Parrish.
16 Q. Okay. And why don't you
17 agree with that?
18 A. Because I had nothing to do
19 with it. And it doesn't make sense to
20 me.
21 Q. He says "I intend to give
22 Upshaw and his cronies what they deserve
23 for the pain and suffering they've
24 inflicted on our brothers and their

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1 families."
2 Do you agree with that?
3 A. Yes.
4 Q. Let me show you next a copy
5 of Exhibit 167; if you take a look at
6 this, please.
7 Now, you testified when your
8 counsel asked that the reason you thought
9 that you were entitled to an equal
10 royalty, or an equal share was because it
11 said something in the GLA about dividing
12 the money equally?
13 MR. KATZ: Object.
14 BY MR. KESSLER:
15 Q. Was that your testimony,
16 sir?
17 MR. KATZ: Object.
18 THE WITNESS: Yes.
19 BY MR. KESSLER:
20 Q. Okay. Would you show me
21 where the word equally or anything like
22 that appears in this document?
23 MR. KATZ: Object.
24 THE WITNESS: Equally is not

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1 in here.
2 BY MR. KESSLER:
3 Q. It says "Any group licensing
4 contract entered into with an
5 individual" -- I'm sorry.
6 It says "It is further
7 understood that the monies generated by
8 such licensing of retired player group
9 rights will be divided between the player
10 and an escrow account for all eligible
11 NFLPA members;" correct?
12 A. Correct.
13 Q. There's nothing in the GLA
14 that talks about how it will be divided
15 among any players; right?
16 MR. KATZ: Object.
17 THE WITNESS: You just read
18 it.
19 BY MR. KESSLER:
20 Q. Is there anything in there
21 that says how it will be divided or what
22 portions?
23 A. No.
24 MR. KATZ: Objection.

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1 BY MR. KESSLER:
2 Q. When you read the GLAs, you
3 read and understood this GLA; correct?
4 A. Yes.
5 Q. Here when you read and
6 understood it, you didn't see anything
7 there about how the money might be
8 divided between particular retired
9 players; right?
10 MR. KATZ: Object.
11 THE WITNESS: Correct.
12 BY MR. KESSLER:
13 Q. Let me ask you next, you
14 said a number of players called you to
15 say they had problems with licensing with
16 Players, Inc., after the lawsuit was
17 filed?
18 A. Some players called, yeah.
19 Q. But you didn't get any
20 e-mails or documents; they just called
21 you on the phone?
22 A. Yes.
23 Q. Who were they, please?
24 A. One guy was Mike Ciani,

C E R T I F I C A T E

I hereby certify that the proceedings and evidence noted are contained fully and accurately in the notes taken by me on the deposition of the above matter, and that this is a correct transcript of the same.

Teresa M. Beaver, RPR

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