

Exhibit 2

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

3 BERNARD PAUL PARRISH, : CIVIL ACTION
4 HERBERT ANTHONY :
5 ADDERLEY, and WALTER :
6 ROBERTS, III, on :
7 behalf of themselves :
8 and all others :
9 similarly situated, :
10 Plaintiffs :
11 V. :
12 NATIONAL FOOTBALL :
13 LEAGUE PLAYERS :
14 ASSOCIATION; a :
15 Virginia Corporation :
16 and NATIONAL FOOTBALL :
17 LEAGUE PLAYERS, INC., :
18 d/b/a PLAYERS, INC., :
19 a Virginia corporation:
20 Defendants : JOB NO. 200714

ORIGINAL

February 20, 2008

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

21 ESQUIRE DEPOSITION SERVICES
22 Four Penn Center
23 1600 JFK Boulevard
24 12th Floor
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(215) 988-9191

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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 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?

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

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

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.

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?

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:

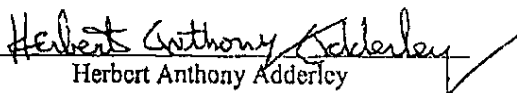
20 Q. Is it your understanding,
21 sir, that there is anything that limits
22 you today, from marketing your licensing
23 rights on your own?

24 A. No, there's nothing limiting

DECLARATION UNDER PENALTY OF PERJURY

I, Herbert Anthony Adderley, do hereby certify under penalty of perjury that I have read the foregoing transcript of my deposition taken on February 20, 2008; that I have made such corrections as appear noted on the errata sheet signed March 21, 2008; and that my testimony as contained herein, and as corrected, is true and correct.

Dated this 22 day of March, 2008, at MANTUA, New Jersey.


Herbert Anthony Adderley