

EXHIBIT 1

Case No. C 07 0943 WHA

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

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

4 BERNARD PAUL PARRISH, : CIVIL ACTION
5 HERBERT ANTHONY :
6 ADDERLEY, and WALTER :
7 ROBERTS, III, on :
8 behalf of themselves :
9 and all others :
10 similarly situated, :
11 Plaintiffs :

ORIGINAL

12 v. :

13 NATIONAL FOOTBALL :
14 LEAGUE PLAYERS :
15 ASSOCIATION; a :
16 Virginia Corporation :
17 and NATIONAL FOOTBALL :
18 LEAGUE PLAYERS, INC., :
19 d/b/a PLAYERS, INC., :
20 a Virginia corporation:

21 Defendants : JOB NO. 200714

22 February 20, 2008

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

32 ESQUIRE DEPOSITION SERVICES
33 Four Penn Center
34 1600 JFK Boulevard
35 12th Floor
36 Philadelphia, Pennsylvania 19103
37 (215) 988-9191

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1 sports and that's about it.

2 Q. Okay.

3 A. And also I owned a cable
4 construction company and we worked for
5 Comcast for 19 years.

6 Q. Are you currently employed
7 in any occupation?

8 A. No. I retired.

9 Q. What year did you cease
10 working in an occupation?

11 A. 2004.

12 Q. Okay. And Mr. Adderley, is
13 there any physical or other ailment you
14 have that impairs your ability to
15 concentrate and answer questions?

16 A. No.

17 Q. Okay. I take it you have --
18 you're not -- are you taking any
19 medication which would impair your
20 ability to remember?

21 A. No.

22 Q. Now, Mr. Adderley, I'd like
23 to start my questions by asking who first
24 approached you about becoming involved in

1 this lawsuit?

2 A. Bernie Parrish.

3 Q. And when was that?

4 A. I would say March -- about a
5 year ago. January, 2007.

6 Q. Okay. And how did you know
7 Mr. Parrish at that time?

8 A. I didn't know him
9 personally. I knew him from playing
10 against him in the NFL when he played for
11 the Cleveland Browns and I was a member
12 of the Green Bay Packers. I knew of him
13 but I didn't know him personally.

14 Q. January, 2000 was the first
15 time you ever met Mr. Parrish?

16 A. I didn't meet him. I spoke
17 to him on the phone.

18 Q. So, Mr. Parrish called you
19 on the phone. What did he say?

20 A. He said that he saw
21 something on the Internet where I had
22 signed an agreement with Players, Inc.
23 and I hadn't been paid for the agreement.
24 And he wanted to know whether I'd be

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.

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 Q. And I asked you next did
2 anyone ever explain to you before the
3 case was started what it meant to be a
4 class representative; okay?

5 Now, he said very, very
6 briefly explained that I'd be
7 representing a group of retired players.

8 Now, who told you that?

9 A. Bernie Parrish.

10 Q. You didn't hear that from
11 the lawyers; correct?

12 A. Correct.

13 Q. Did you speak to the lawyers
14 on the phone before the case was started?

15 A. No.

16 Q. Okay. So, did you speak or
17 meet with them in any way before the case
18 was started, the lawyers?

19 A. No.

20 Q. Thank you. Now, you
21 testified on examination here, that you
22 authorized them to file the case, but you
23 didn't speak to them; is that correct?

24 A. I had to speak to them in

1 C E R T I F I C A T E

2

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

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Teresa M. Beaver

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Teresa M. Beaver, RPR

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