

EXHIBIT BB

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

in re NCAA Student-Athlete Name and
Likeness Licensing Litigation

Case No.
09-cv-1967-CW

* MAY CONTAIN CONFIDENTIAL INFORMATION *

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VIDEOTAPED DEPOSITION OF
DANNY WIMPRINE
DECEMBER 2, 2011
9:00 A.M.

KILPATRICK TOWNSEND & STOCKTON LLP
1100 PEACHTREE STREET, SUITE 2800
ATLANTA, GEORGIA

REPORTED BY:

STEVEN S. HUSEBY, RPR
CCR-B-1372

Designation Color Key
Blue = NCAA Affirm Desigs.
Orange = Pls' Counter Desigs.
Fuchsia = NCAA Rebuttal Desigs

1 P R O C E E D I N G S

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THE VIDEOGRAPHER: Good morning.

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This is the beginning of tape number one in

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the deposition of Mr. Danny Wimprine, in the

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matter of in re NCAA Student-Athlete Name and

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Likeness Licensing Litigation, Case Number

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09-CV-1967-CW. Today's date is December 2,

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2011. The time on the monitor is 9:10 a.m.

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My name is Michael McElroy and I'm the

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videographer. The court reporter is Steve

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Huseby. We're with Huseby, Incorporated.

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Counsel, please introduce yourselves, after

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which the court reporter will swear in the

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witness.

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MR. CURTNER: Good morning. My

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name is Greg Curtner. I'm a lawyer with

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Miller Canfield Paddock & Stone. I represent

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the National Collegiate Athletic Association.

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With me this morning is Eric McLand from my

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office.

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MR. BOYLE: Peter Boyle with

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Kilpatrick Townsend & Stockton for the

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Collegiate Licensing Company.

1 A. I don't believe so.

2 Q. Did you ever think about transferring
3 while you were at Memphis?

4 A. Think about it, yeah, maybe. Probably
5 not very much. Not very long.

6 Q. What made you think about it?

7 A. I don't know, not sure now.

8 Q. You had a successful career at
9 Memphis?

10 A. Yes, sir.

11 Q. And did you think about leaving early
12 to declare for the draft?

13 A. No.

14 Q. Why not?

15 A. I wish I had that problem. I don't
16 think I was at the upper echelon of, you
17 know -- you know, I didn't need to leave to
18 have to make money or anything, so I think I
19 would just rather stay and see how it worked
20 out for me.

21 Q. Did you get a scholarship at Memphis?

22 A. Yes, sir.

23 Q. You got a full scholarship each of the
24 four years?

25 A. Yes, sir.

1 Q. Did you play all four years?

2 A. Yes, sir.

3 Q. So you -- that was one of the
4 attractive things for you is that you got to
5 start as a freshman?

6 A. Yeah, I red-shirted my first year
7 though.

8 Q. I see. So you were really there five
9 years and played four?

10 A. Yes, sir.

11 Q. And you got five years of a full
12 scholarship?

13 A. Yes, sir.

14 Q. Did you earn your degree while you
15 were there?

16 A. Yes, sir.

17 Q. What's your degree in?

18 A. It's university college, it's sports
19 broadcasting and communications, the title.

20 Q. And what year did you get your degree?

21 A. 2005.

22 Q. So in the spring of 2005 is when you
23 graduated?

24 A. I believe so, yeah.

25 Q. And that's the same time that you were

1 MR. CURTNER: Okay. We're back on
2 the record. Let's mark this as next in order,
3 please.

4 (Exhibit Number 181
5 marked for identification).

6 BY MR. CURTNER:

7 Q. Mr. Wimprine, I'm showing you what's
8 been marked as Deposition Exhibit 181, which
9 appears to be a 2011 arena football one
10 standard playing -- player contract. You're
11 familiar with this?

12 A. Yes, sir.

13 Q. You signed a version of this that was
14 pertinent to you for the playing year 2011?

15 A. Yeah, I would have had to.

16 Q. And do you have a copy of your
17 particular version of this standard contract?

18 A. I don't -- I don't think I do have my
19 copy.

20 Q. Who would have it?

21 A. I guess the league.

22 Q. But you're sure that you did sign one?

23 A. I would have had to to play.

24 Q. And you got the minimum; is that
25 right?

1 A. I'm not sure.

2 Q. Do you recall ever even thinking about
3 these issues when you signed these contracts?

4 A. I probably did at the time.

5 Q. So this says in part, "The player
6 grants to the league the full authority to use
7 his name, signature, likeness and/or picture
8 for all publicity and promotional purposes in
9 newspapers, magazines, motion pictures,
10 trading cards, game programs, roster manuals,
11 all broadcasts and telecasts, and all other
12 publicity and advertising media, whether now
13 known or hereafter devised."

14 You were aware that you were giving them
15 those rights?

16 A. Yeah, I would think so.

17 Q. And you thought you had all those
18 rights to grant to them?

19 A. Yeah.

20 Q. And it says further, and I'm skipping
21 a sentence, "The player agrees to cooperate
22 with the news media and to participate upon
23 request and without compensation in addition
24 to that which is specified here and in this
25 contract in any reasonable promotional

1 contracts?

2 A. The CFL.

3 Q. Your agent?

4 A. He might.

5 Q. Did you ever sign anything along these
6 lines when you played at Memphis that you
7 remember?

8 A. I can't really remember anything like
9 that.

10 Q. Did it ever cross your mind when you
11 were signing these kinds of contracts and
12 assigning these rights as a pro player, that
13 maybe Memphis owned some of these rights and
14 that you needed to get permission from them?

15 MR. CLOBES: Objection, form.

16 THE WITNESS: No.

17 BY MR. CURTNER:

18 Q. The last sentence of this paragraph
19 says, "The player may not," emphasized, "use
20 any intellectual property of the league for
21 any purpose without the prior written consent
22 of the league." Do you see that?

23 A. (Reading from document...) yep.

24 Q. Did you have some understanding as to
25 what that meant?

1 CLC has done to you that would have prevented
2 you from licensing the rights to your name,
3 likeness or image?

4 A. No.

5 Q. Are you aware of anything any of the
6 defendants have done to you that would have
7 prevented you from selling the rights to your
8 name, likeness or image?

9 A. No.

10 Q. Did you ever have plans to try to sell
11 the rights to your name, likeness or image but
12 you changed those plans because of anything
13 CLC did to you?

14 A. No.

15 Q. Did you ever have plans to try to sell
16 the rights to your name, likeness or image but
17 you changed those plans because of anything
18 the NCAA did to you?

19 A. No.

20 Q. How about EA, did you ever change any
21 plans you had to try to sell your rights to
22 your name, likeness or image but you changed
23 those plans because of anything that EA did to
24 you?

25 A. No.

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

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4 G E O R G I A:

5 F U L T O N C O U N T Y:

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I hereby certify that the foregoing deposition was reported, as stated in the caption, and the questions and answers thereto were reduced to the written page under my direction; that the foregoing pages represent a true and correct transcript of the evidence given. I further certify that I am not in any way financially interested in the result of said case.

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Pursuant to Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:

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I am a Georgia Certified Court Reporter. I am here as an independent contractor for Huseby, Inc.

1 I was contacted by the offices of
2 Huseby, Inc. to provide court
3 reporting services for this deposition.
4 I will not be taking this deposition under
5 any contract that is prohibited by O.C.G.A.
6 15-14-7 (a) or (b).

7 I have no written contract to
8 provide reporting services with any party
9 to the case, any counsel in the case, or
10 any reporter or reporting agency from whom
11 a referral might have been made to cover
12 this deposition. I will charge my usual
13 and customary rates to all parties in the
14 case.

15 This, the 4th day of December, 2011.

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STEVE S. HUSEBY, CCR-B-1372
My Commission Expires
January 20th, 2015.