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### United States Court of Appeals

for the

### Second Circuit

PAUL SPINELLI, SCOTT BOEHM, PAUL JASIENSKI, GEORGE NEWMAN LOWRANCE, DAVID STLUKA, DAVID DRAPKIN, THOMAS E. WITTE,

Plaintiffs-Appellants,

– v. –

NATIONAL FOOTBALL LEAGUE, NFL VENTURES, L.P.,

(For Continuation of Caption See Inside Cover)

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK HONORABLE ROBERT W. SWEET, U.S. DISTRICT JUDGE

### REDACTED JOINT BRIEF FOR DEFENDANTS-APPELLEES THE ASSOCIATED PRESS AND REPLAY PHOTOS, L.L.C.

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NFL PRODUCTIONS, L.L.C., NFL ENTERPRISES, L.L.C., REPLAY PHOTOS, L.L.C., ASSOCIATED PRESS, NFL PROPERTIES, LLC, ARIZONA CARDINALS HOLDINGS, INC., ATLANTA FALCONS FOOTBALL CLUB LLC, BALTIMORE RAVENS LIMITED PARTNERSHIP, BUFFALO BILLS, INC., PANTHERS FOOTBALL, INC., CHICAGO BEARS FOOTBALL CLUB, INC., CINCINNATI BENGALS, INC., CLEVELAND BROWNS LLC, DALLAS COWBOYS FOOTBALL CLUB, LTD., DENVER BRONCOS FOOTBALL CLUB, DETROIT LIONS, INC., GREEN BAY PACKERS, INC., HOUSTON NFL HOLDINGS LP, INDIANAPOLIS COLTS, INC., JACKSONVILLEJAGUARS LTD., KANSAS CITY CHIEFS FOOTBALL CLUB, INC., MIAMI DOLPHINS, LTD., MINNESOTA VIKINGS FOOTBALL CLUB LLC, NEW ENGLAND PATRIOTS, LP, NEW ORLEANS LOUISIANA SAINTS, LLC, NEW YORK FOOTBALL GIANTS, INC., NEW YORK JETS FOOTBALL CLUB, INC., OAKLAND RAIDERS LP, PHILADELPHIA EAGLES FOOTBALL CLUB, INC., PITTSBURGH STEELERS SPORTS, INC., SAN DIEGO CHARGERS FOOTBALL CO., SAN FRANCISCO FORTY NINERS LTD., FOOTBALL NORTHWEST LLC, RAMS FOOTBALL CO. LLC, BUCCANEERS LIMITED PARTNERSHIP, TENNESSEE FOOTBALL, INC., WASHINGTON FOOTBALL INC.,

Defendants-Appellees,

GETTY IMAGES (US), INC.,

Defendant.

### STATEMENT PURSUANT TO FED. R. APP. P. 26.1

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