

EXHIBIT 1 TO KATRIEL DECLARATION

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “**Agreement**”) is entered into this 17th day of February, 2016 (the “**Execution Date**”) by and among defendants the National Football League (“**NFL**”), the NFL Club Defendants, NFL Properties, Inc. (“**NFLP**”), and Reebok International Ltd. (“**Reebok**”) and the named plaintiff Michael Villa. Capitalized words and phrases shall have the meanings set forth herein in the text and in Paragraph 1. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, release and settle the Released Claims upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

WHEREAS, on October 24, 2012, then-plaintiff Patrick Dang brought a putative class action in the United States District Court for the Northern District of California against Defendants, captioned *Dang v. San Francisco Forty Niners, Ltd.*, No. 12-cv-5481-EJD (the “**Action**”), alleging violations of the Sherman Act, the Clayton Act, the Cartwright Act and California’s Unfair Competition Law (Dkt. No. 1);

WHEREAS, since January 2014, the Parties have engaged in extensive class- and merits-based discovery involving the production of hundreds of thousands of pages of document discovery, as well as multiple fact and expert depositions;

WHEREAS, on June 4, 2014, then-plaintiff Patrick Dang moved the Court for leave to file a First Amended Complaint for the limited purpose of adding Michael Villa as a new named plaintiff and putative class representative (Dkt. No. 64) and on June 10, 2014, the Court granted such leave (Dkt. No. 65);

WHEREAS, on June 10, 2014, then-plaintiff Patrick Dang and plaintiff Michael Villa filed a First Amended Class Action Complaint against Defendants alleging violations of the

Sherman Act, the Clayton Act, the Cartwright Act and California's Unfair Competition Law (Dkt. No. 66);

WHEREAS, on August 29, 2014, pursuant to a stipulation, the Court dismissed the claims of Patrick Dang, leaving plaintiff Michael Villa as the sole named plaintiff and proposed class representative (Dkt. No. 80);

WHEREAS, on September 9, 2014, plaintiff Michael Villa filed his motion for class certification, and Defendants filed their opposition to plaintiff Michael Villa's motion for class certification on November 25, 2014, to which plaintiff Michael Villa filed a reply on December 30, 2014, and the Court heard oral argument on the class certification motion on April 9, 2015;

WHEREAS, plaintiff Michael Villa's class certification motion remains under submission before the Court;

WHEREAS, pursuant to the Court's ADR program, the Parties agreed to engage in private mediation with Judge A. Howard Matz (Retired) (*see* Dkt. No. 77);

WHEREAS, both Defense Counsel and Class Counsel submitted written mediation statements identifying and arguing their claims and defenses in the Action, and Judge Matz conducted a formal mediation in New York, New York, on October 9, 2014, and thereafter held follow-up telephone calls with counsel;

WHEREAS, following the mediation and follow-up telephone calls with Judge Matz, the Parties, through counsel, continued to engage in arm's-length settlement negotiations, including approximately fifteen telephone conference calls over a period of thirteen months;

WHEREAS, at all times, Defendants have denied and continue to deny (i) that they have liability for the claims and allegations of wrongdoing made by the Class Representative or Class Members in the Action and maintain that they have meritorious defenses; (ii) all charges of fault,

liability, and wrongdoing against them arising out of any of the conduct, acts or omissions alleged, or that could have been alleged, in the Action; (iii) that the Class Representative or Class Members have asserted any valid claims as to any of them; (iv) that the Class Representative or Class Members were harmed by any conduct of Defendants alleged in the Action or otherwise; and (v) that the Action can properly be certified as a class action for any purpose other than settlement purposes in accordance with this Agreement;

WHEREAS, the Defendants, without any admission or concession whatsoever and despite believing that the Action cannot be certified as a class action for any purpose other than settlement purposes in accordance with this Agreement and that they are not liable for the claims asserted against them in the Action and that they have good and meritorious defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to put to rest this controversy and avoid the risks inherent in complex litigation;

WHEREAS, while the Class Representative and Class Counsel believe that the claims asserted in the Action against Defendants have merit and that they would have ultimately been successful in securing certification of the proposed classes under Rule 23 and in prevailing on the merits at summary judgment or trial, the Class Representative and Class Counsel recognize and acknowledge (i) that the plaintiff bears the burden of proof on the issue of class certification and to establish liability and damages for the alleged claims under statutory and common law; (ii) that Defendants have raised factual and legal defenses in the Action regarding the issues of class certification, liability, and damages, which present a risk that the Class Representative might not prevail; (iii) the expense and delay associated with continued prosecution of the Action against Defendants through class certification, trial, and any subsequent appeals; and (iv) the

uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulties inherent in such litigation, and therefore, the Class Representative and Class Counsel believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms set forth herein; and

WHEREAS, Class Counsel have considered the arm's-length settlement negotiations conducted by the Parties and based on their investigation of the facts, review of applicable law, and analysis of the benefits which this Agreement and the Settlement afford to the Class Members, Class Counsel have concluded that (i) the terms and conditions of this Agreement are fair, reasonable, and adequate to the Class Members, and (ii) it is in the best interests of the Class Members to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Class Members.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representative and Defendants, through their undersigned counsel that, subject to final approval of the Court, in consideration of the benefits flowing to the Parties from this Agreement set forth herein, that the Released Claims shall be finally and fully compromised, settled, and released, and the Action as against all Defendants shall be dismissed with prejudice, upon and subject to the terms and conditions set forth below.

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

- 1.1 **"Action"** has the meaning set forth in the Recitals.
- 1.2 **"Agreement"** has the meaning set forth in the Preamble.
- 1.3 **"Alternative Judgment"** has the meaning set forth in Paragraph 13.1.

1.4 “**Authorized Claimant**” means any Class Member who, in accordance with the procedures set forth in this Agreement, submits a valid claim for an Eligible Purchase during the Claims Period and is entitled to a distribution from the Class Payment Fund pursuant to the terms of this Agreement.

1.5 “**Claim Form**” has the meaning set forth in Paragraph 4.1.1.

1.6 “**Claims Period**” means the period during which Class Members may submit claims, which shall begin on the date that the Settlement Website is functional and end on the date that is seventy-five (75) days after the Notice Date, or such other date as may be ordered by the Court.

1.7 “**Class Counsel**” means The Katriel Law Firm and Krause Kalfayan Benink & Slavens LLP.

1.8 “**Class Member**” means a Person who is a member of the Settlement Class.

1.9 “**Class Payment Fund**” means the portion of the Settlement Amount (including any accrued interest on the Settlement Amount) that remains after deduction of amounts authorized by the Court, pursuant to Paragraph 12, for reimbursement of Settlement Administration Expenses and payment of any Fee Award and/or Incentive Award.

1.10 “**Class Period**” means the period beginning on October 25, 2008 and ending on April 1, 2012.

1.11 “**Class Representative**” means (i) when used with respect to any period prior to the date that the Settlement Class is certified pursuant to the Preliminary Approval Order, Michael Villa in his capacity as plaintiff, and (ii) when used with respect to any period after the date that the Settlement Class is certified pursuant to the Preliminary Approval Order, Michael Villa in his capacity as plaintiff and as class representative of the Settlement Class.

1.12 “**Complaint**” means the First Amended Class Action Complaint filed in the Action (Dkt. No. 66).

1.13 “**Court**” means the United States District Court for the Northern District of California, the Honorable Edward J. Davila, or any judge who shall succeed him in the Action, presiding.

1.14 “**Cy Pres Recipients**” means the non-profit organization or organizations, if any, that receive a distribution from the Class Payment Fund as provided in Paragraph 5.2.

1.15 “**Defendants**” means (i) the NFL, (ii) the NFL Club Defendants, (iii) NFLP, and (iv) Reebok.

1.16 “**Defense Counsel**” means Covington & Burling LLP, GoodSmith Gregg & Unruh LLP, and Latham & Watkins LLP.

1.17 “**Effective Date**” has the meaning set forth in Paragraph 13.1.

1.18 “**Eligible Purchase**” has the meaning set forth in Paragraph 2.2.

1.19 “**Excluded Person**” has the meaning set forth in Paragraph 2.3.

1.20 “**Execution Date**” has the meaning set forth in the Preamble.

1.21 “**Fairness Hearing**” means the hearing at or after which the Court shall determine whether to finally approve this Agreement as fair, reasonable, and adequate.

1.22 “**Fee Award**” means any attorneys’ fees and reimbursement of expenses (other than Settlement Administration Expenses) awarded by the Court to Class Counsel.

1.23 “**Final Approval Order**” means the order entered by the Court finally approving this Agreement as fair, reasonable, and adequate, following Preliminary Approval, Notice and the Fairness Hearing, as further described in Paragraph 11.

1.24 “**Final Judgment**” means the final order of judgment entered by the Court dismissing the Action with prejudice as to all Defendants.

1.25 “**Final Order**” means, with respect to any order of a court (including a judgment) that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. An order becomes a “Final Order” when: (i) no appeal has been filed and the prescribed time for commencing, filing or noticing any appeal has expired; or (ii) an appeal has been filed and either (A) the appeal has been dismissed and the prescribed time, if any, for commencing, filing or noticing any further appeal has expired, or (B) the order has been affirmed in its entirety and the prescribed time, if any, for commencing, filing or noticing any further appeal has expired. For purposes of this Paragraph 1.25, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind, together with all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand.

1.26 “**Incentive Award**” means any amount awarded by the Court to the Class Representative for his time and effort bringing the Action and serving as the Class Representative.

1.27 “**Intellectual Property**” means logos, trademarks, emblems or other intellectual property.

1.28 “**Mediator**” means Judge A. Howard Matz (Retired).

1.29 “**Motion for Preliminary Approval**” has the meaning set forth in Paragraph 11.1.

1.30 “**NFL**” has the meaning set forth in the Preamble.

1.31 “**NFL Club**” means any past or present member club of the NFL.

1.32 “**NFL Club Defendants**” means any NFL Club named as a defendant in the Action.

1.33 “**NFLP**” has the meaning set forth in the Preamble.

1.34 “**Notice**” means the Notices of Pendency of Class Action and Proposed Settlement described in Paragraph 7.1.

1.35 “**Notice Costs Payment**” has the meaning set forth in Paragraph 3.1.

1.36 “**Notice Date**” means the date on which the notice requirements set forth in the Notice Plan are completed pursuant to the Court’s Preliminary Approval Order.

1.37 “**Notice Plan**” means the plan of disseminating notice to the Settlement Class of this Agreement and of the Fairness Hearing, which Class Counsel shall propose, as described in Paragraph 7.1.

1.38 “**Objection/Exclusion Deadline**” means the date by which a written objection to this Agreement or a submitted request for exclusion must be filed or postmarked, which shall be designated as the date sixty (60) days after the Notice Date, or such other date as may be ordered by the Court.

1.39 “**Parties**” means the Class Representative and each of the Defendants.

1.40 “**Person**” means any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.41 “**Preliminary Approval**” means the Court’s certification, for settlement purposes only, of the Settlement Class, preliminary approval of this Agreement, and approval of the form of the Notice and of the Notice Plan.

1.42 “**Preliminary Approval Order**” means the order preliminarily approving this Agreement and the proposed Notice and Claim Form, certifying, for settlement purposes only, the Settlement Class, and directing that Notice and the Claim Form be distributed to the Settlement Class, as further described in Paragraph 11.1.

1.43 “**Proof of Purchase**” means a receipt, sales slip, order confirmation e-mail or other item associated with a particular item of merchandise that (i) identifies the item of merchandise, (ii) provides evidence of the actual purchase of such item at retail during the Class Period, and (iii) shows the Purchase Price of such item.

1.44 “**Purchase Price**” means the amount identified on the Proof of Purchase as the specific price paid for the jersey, hat, or pair of shoes, exclusive of amounts paid for any other items purchased at the same time. If a jersey, hat, or pair of shoes is sold with an autograph, certificate of authenticity, or other added tangible or intangible value, the price for that added value shall be excluded from the Purchase Price if separately enumerated in the Proof of Purchase.

1.45 “**Reebok**” has the meaning set forth in the Preamble.

1.46 “**Release**” has the meaning set forth in Paragraph 6.1.

1.47 “**Released Claims**” has the meaning set forth in Paragraph 6.2.

1.48 “**Released Parties**” means (i) each of the Defendants; (ii) all NFL Clubs not named as defendants in the Action; (iii) each Defendant’s and each NFL Club’s present and former direct and indirect parent companies, affiliates, subsidiaries, divisions, group companies,

trustees, administrators, estates, agents, franchisees, successors and predecessors, (iv) all of the present and former owners, officers, directors, employees, agents, consultants, independent contractors, insurers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors and legal representatives of any of the Persons named in the foregoing clauses (i), (ii), and (iii); and (v) any other entity in which any of the Persons named in the foregoing clauses (i), (ii) and (iii) has a controlling interest or which is affiliated with any of them, or any other representative of any of the foregoing Persons.

1.49 **“Releasing Parties”** means (i) the Class Representative; (ii) each Class Member; (iii) if a Class Member is an individual (including the Class Representative), any of his or her present, former, and future spouses, as well as his or her present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of each of them; and (iv) if a Class Member is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, group companies, trustees, administrators, estates, representatives, agents, insurers, franchisees, successors, predecessors, and all of the aforementioned’s present, former, and future officers, directors, employees, shareholders, attorneys, agents, and independent contractors.

1.50 **“Settlement”** means (i) the Release of the Released Claims by the Releasing Parties, as provided in Paragraph 6, and (ii) the dismissal of the Action with prejudice as to all Defendants, in each case as contemplated by this Agreement.

1.51 **“Settlement Administration Expenses”** means (i) the expenses incurred by the Settlement Administrator in distributing the Notice in accordance with the Notice Plan; (ii) the expenses incurred by the Trustee or in connection with the Settlement Trust pursuant to

Paragraph 10, including any taxes or tax expenses, and (iii) the costs incurred by the Settlement Administrator in otherwise handling the administration of the settlement and performing the services it is obligated to perform under this Agreement.

1.52 “**Settlement Administrator**” means the Person selected and retained by Class Counsel on behalf of the Class Representative to oversee the distribution of the Notice in accordance with the Notice Plan, as well as to perform the services it is obligated to perform under this Agreement or otherwise ordered by the Court.

1.53 “**Settlement Amount**” has the meaning set forth in Paragraph 3.1.

1.54 “**Settlement Class**” has the meaning set forth in Paragraph 2.2.

1.55 “**Settlement Trust**” means the separate, interest-bearing account opened in accordance with the procedures set forth in Paragraph 10, which account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds therein are paid out as provided for in this Agreement, and wherein a portion of the Settlement Amount shall be deposited and held in escrow.

1.56 “**Settlement Trust Agreement**” means the agreement that will establish the Settlement Trust and will be entered into by Class Counsel, the NFL, Reebok, the Trustee, and the Settlement Administrator, as set forth in Paragraph 10.

1.57 “**Settlement Website**” means a website created by the Settlement Administrator that contains information about the Settlement, including the content and materials specified in Paragraph 7.1.2, in sufficient detail for prospective members of the Settlement Class to make informed decisions about the Settlement.

1.58 “**Trustee**” means that person or entity approved by the Court as trustee of the Settlement Trust and as administrator of the qualified settlement fund for purposes of Treasury Regulation § 1.468B-2(k)(3), as set forth in Paragraph 10.

1.59 “**Unknown Claims**” means claims that could have been raised in the Action and that the Class Representative, Class Members, or any or all other Persons whose claims are being released, or any of them, do not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement.

2. SETTLEMENT CLASS

2.1 Stipulation to Certification of a Settlement Class. Defendants hereby stipulate, solely for settlement purposes and in consideration of the Settlement set forth herein, to (a) certification of the Settlement Class; (b) the appointment of Class Counsel as counsel for the Settlement Class; and (c) the conditional approval of the Class Representative as a suitable representative of the Settlement Class; *provided however*, that if (i) the motion for Preliminary Approval is denied in whole or in part; (ii) the Final Judgment does not become a Final Order for any reason; (iii) this Agreement or the Settlement is terminated as provided herein; or (iv) the Settlement is reversed or vacated following any appeal taken therefrom, then the stipulations in Paragraph 2.1(a) through (c) above, including the stipulation in Paragraph 2.1(a) that the Settlement Class should be certified, shall automatically become null and void *ab initio* and may not be cited or referred to for any other purpose in the Action. It is expressly understood and agreed by the Parties that the stipulations in Paragraph 2.1(a) through (c) above shall be binding only with respect to the Settlement and this Agreement, and the Defendants expressly deny that the Action meets the requisites for class certification under Fed. R. Civ. P. 23 for any purpose other than this Settlement.

2.2 Definition of the Settlement Class. The Settlement Class shall be defined, for purposes of this Settlement only, as all Persons nationwide who made an Eligible Purchase except for the Excluded Persons (“**Settlement Class**”). As used in this Agreement, the term “**Eligible Purchase**” means a purchase made in California at retail for personal use and not for resale or for other commercial gain, during the Class Period, of a licensed jersey, hat, or pair of shoes bearing the Intellectual Property of the NFL, NFLP and/or an NFL Club or Clubs. A purchase shall be deemed “made in California” if (a) the purchaser was resident in the State of California at the time of purchase; (b) the purchaser was physically present in the State of California at the time of purchase; or (c) the item was purchased online for delivery to an address in the State of California.

2.3 Excluded Persons. The following Persons (each, an “**Excluded Person**”) shall be excluded from the Settlement Class and shall not be Class Members: (a) the Settlement Administrator; (b) the Mediator; (c) any parent, subsidiary, or affiliate of any of the Defendants and their respective officers, directors, agents, or employees as of the date of filing of the Action; (d) any judge presiding over the Action and his or her immediate family members; and (e) Persons who timely opt out of the Settlement Class by requesting exclusion pursuant to Paragraph 8.

3. SETTLEMENT PAYMENTS

3.1 Payment of Settlement Amount. In consideration of the full and complete Release of the Released Claims by the Releasing Parties, the covenant not to sue, the dismissal of the Action with prejudice, and the other consideration specified herein, Defendants agree to pay the total sum of four million, seven hundred and fifty thousand U.S. dollars (\$4,750,000.00) (the “**Settlement Amount**”). Defendants shall pay the Settlement Amount by wire transfer in two installments, as follows: (a) within five (5) business days after entry of the Preliminary Approval

Order and receipt by Defense Counsel of wiring instructions from the Settlement Administrator, whichever is later, Defendants shall deposit into the account of the Settlement Administrator, as an advance to the Settlement Administrator, a first installment of the Settlement Amount in the amount of one hundred and thirty seven thousand, four hundred and four U.S. dollars (\$137,404.00) (the “**Notice Costs Payment**”); and (b) within twenty-one (21) days after the Effective Date and the establishment of the Settlement Trust, whichever is later, Defendants shall deposit into the Settlement Trust the second and final installment of the Settlement Amount in the amount of four million, six hundred twelve thousand, five hundred and ninety-six U.S. dollars (\$4,612,596.00).

3.2 Application of the Notice Costs Payment. The Notice Costs Payment shall be applied by the Settlement Administrator to the fees and costs for Notice as provided in this Agreement and mandated in the Preliminary Approval Order. The Notice Costs Payment shall be credited against any award of reimbursement for Settlement Administration Expenses that is subsequently approved in the Final Approval Order. Except for the Notice Costs Payment, Defendants shall have no obligation to make any payments of any kind prior to the Effective Date.

3.3 Refund by Settlement Administrator. If this Agreement is terminated pursuant to Paragraph 14, Defendants shall be entitled to reimbursement by the Settlement Administrator of the Notice Costs Payment if and to the extent that the funds have not yet been earned and/or expended as of the date of termination of this Agreement pursuant to Paragraph 14.

3.4 No Additional Payments by Defendants. The Settlement Amount shall constitute the full monetary consideration provided by Defendants for the Settlement, and shall be the limit and full extent of Defendants’ monetary obligation to the Class Representative, the Class

Members, and Class Counsel. Defendants do not and shall not have any other financial obligation under this Agreement, including any obligation to pay or reimburse Settlement Administration Expenses, any Fee Award, and Incentive Award, or any other costs or expenses incurred in connection with this Agreement. Without limitation of the foregoing, Defendants shall have no responsibility for or liability whatsoever with respect to the allocation of any Fee Award.

4. PAYMENTS TO CLASS MEMBERS

4.1 Distribution Parameters. The Parties agree, subject to Court approval and to the limitation contained in Paragraph 4.1.6, that the Class Payment Fund shall be distributed to Authorized Claimants pursuant to the following parameters:

4.1.1 Information on Eligible Purchase. The Persons eligible for a distribution shall be those Class Members who timely submit to the Settlement Administrator during the Claims Period, for each Eligible Purchase, (a) a completed and valid Claim Form and (b) either:

(i) a Proof of Purchase (for which an electronic image or other reasonable facsimile will be deemed sufficient) or

(ii) for Class Members who do not have a Proof of Purchase, a form affidavit or declaration under penalty of perjury that identifies the Eligible Purchase, including all of the information listed in Paragraph 4.1.1(a) through (f).

“Claim Form” means a form, prepared by the Settlement Administrator, that requires and collects the following information: (a) identification of the type of item purchased (*e.g.*, hat or jersey); (b) the name of the retailer (*e.g.*, store or website) from which the Eligible Purchase was made; (c) the Purchase Price for the item purchased; (d) the date of the Eligible Purchase; (e) the identity of the NFL Club or Clubs (or other NFL entity) whose Intellectual Property is on the

item purchased; (f) the name, address, and other relevant identifying information of the Person who made the Eligible Purchase; and (g) any other information reasonably required by the Settlement Administrator.

4.1.2 Number of Items Purchased. A Class Member who files a valid claim without a Proof of Purchase pursuant to Paragraph 4.1.1(ii) shall be limited to claims for Eligible Purchase of no more than two items. A Class Member who files a valid claim accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i) shall be limited to claims for Eligible Purchase of no more than twelve items unless the Class Member submits evidence reasonably satisfactory to the Settlement Administrator that the Eligible Purchases were made for personal use and not for resale or for other commercial gain, which evidence shall include a separate sworn declaration specifically attesting that none of the items was purchased for re-sale or was re-sold. For purposes of this Paragraph 4.1.2, a pair of shoes shall count as one “item.”

4.1.3 Allocation of Class Payment Fund. With respect to the allocation of the Class Payment Fund among Class Members:

(i) any Class Member who files a valid claim based on an Eligible Purchase of a hat accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i) shall be entitled to receive a distribution of X dollars, with that amount (“X”) determined based on the number of valid claims timely filed pursuant to Paragraph 4.1.1, as adjusted if and as necessary pursuant to Paragraph 4.1.6;

(ii) any Class Member who files a valid claim based on an Eligible Purchase of a jersey or pair of shoes accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i) shall be entitled to receive a distribution of 3X dollars (representing

three times the amount of money paid to a Class Member who files a valid claim based on an Eligible Purchase of a hat accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i)), as adjusted if and as necessary pursuant to Paragraph 4.1.6;

(iii) any Class Member who files a valid claim based on an Eligible Purchase of a hat without a Proof of Purchase pursuant to Paragraph 4.1.1(ii) shall be entitled to receive a distribution of $X/2$ dollars (representing one-half the amount of money paid to a Class Member who files a valid claim based on an Eligible Purchase of a hat accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i)), as adjusted if and as necessary pursuant to Paragraph 4.1.6; and

(iv) any Class Member who files a valid claim based on an Eligible Purchase of a jersey or pair of shoes without a Proof of Purchase pursuant to Paragraph 4.1.1(ii) shall be entitled to receive a distribution of $3X/2$ dollars (representing one-half the amount of money paid to a Class Member who files a valid claim based on an Eligible Purchase of a jersey or pair of shoes accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i)), as adjusted if and as necessary pursuant to Paragraph 4.1.6.

4.1.4 Summary of Distribution Ratios. Table 1 summarizes the distribution ratios described in Paragraph 4.1.3.

Table 1

Qualifying Item	Ratio	Sample calculation (X=\$5.00)
Jersey with Proof of Purchase	3X	\$15.00
Shoes with Proof of Purchase	3X	\$15.00
Hat with Proof of Purchase	X	\$5.00
Jersey without Proof of Purchase	3X/2	\$7.50
Shoes without Proof of Purchase	3X/2	\$7.50
Hat without Proof of Purchase	X/2	\$2.50

4.1.5 Calculation Based on Full Distribution of Class Payment Fund.

Subject to the limitation contained in Paragraph 4.1.6, the Settlement Administrator shall set the value of X such that the Class Payment Fund is fully distributed to the Authorized Claimants.

4.1.6 Maximum Allowed Recovery. For each Eligible Purchase for which a valid claim is submitted, any distribution shall be subject to a maximum allowed recovery. Subject to the terms of Paragraph 5.1, for valid claims based on an Eligible Purchase accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i), the maximum allowed recovery per item shall be one third of the Purchase Price for the item, as reflected on the Proof of Purchase and reported on the Claim Form. Subject to the terms of Paragraph 5.1, for valid claims based on an Eligible Purchase without a Proof of Purchase pursuant to Paragraph 4.1.1(ii), the maximum allowed recovery per item shall be five U.S. dollars (\$5.00) for a hat, fifteen U.S. dollars (\$15.00) for a jersey, and fifteen U.S. dollars (\$15.00) for a pair of shoes, regardless of the Purchase Price, if any, stated in the affidavit or declaration submitted pursuant to Paragraph 4.1.1(ii). The Settlement Administrator shall employ a formula for calculating distributions (including the amount

of “X”) that will make any amounts in excess of the applicable maximums for an Eligible Purchase available to increase payments to other Class Members, up to the maximum allowable recoveries applicable to those other Eligible Purchases.

4.2 Rejected Claims. The Settlement Administrator, under supervision of Class Counsel, shall notify, in a timely fashion and in writing, all claimants whose claim the Settlement Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim has been rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of this Paragraph 4.2. If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty-one (21) days after the date of mailing of the notice required in this Paragraph 4.2, serve upon the Settlement Administrator a notice and statement of reasons indicating the claimant’s grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the claimant’s request for review to the Court.

4.3 Right to Audit. The Settlement Administrator shall maintain accurate records of all calculations and payments made hereunder in sufficient detail to confirm compliance with the provisions of Paragraphs 4 and 5 of this Agreement. The Parties each shall have the right, if they choose, to audit claims and, if any fraud is suspected, to cross-examine or otherwise scrutinize any filed claims. However, Defendants shall have no obligation to perform an audit or to cross-examine or otherwise scrutinize any claims. The final determination of whether a claim is valid shall be the responsibility of the Settlement Administrator, subject to the supervision of Class Counsel and ultimate oversight of the Court.

4.4 Distributions to Authorized Claimants. Payments to Authorized Claimants pursuant to this Paragraph 4.4 and Paragraph 5.1 shall be made by the Trustee, at the direction of the Settlement Administrator, from the Settlement Trust within sixty (60) days after the Effective Date or as otherwise ordered by the Court.

4.5 Disputes Relating to Claims. All proceedings with respect to the administration, processing, and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity or rejection of claims, shall be subject to the jurisdiction of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to any dispute relating to the claimant's claim.

5. DISTRIBUTION OF ANY REMAINING SETTLEMENT FUNDS

5.1 Distribution of any Remaining Settlement Amounts to Class Members. The Parties anticipate that the entire Class Payment Fund will be distributed to Authorized Claimants pursuant to Paragraph 4.1 above. However, if all Class Members who file valid claims based on Eligible Purchases are allocated the maximum allowed recovery pursuant to Paragraph 4.1.6 and additional funds remain in the Class Payment Fund, those remaining funds shall be used to increase distributions to Class Members who file valid claims based on Eligible Purchases. The additional funds shall be applied on a basis proportional to each eligible Class Member's maximum allowed recovery pursuant to Paragraph 4.1.6; *provided, however*, that for valid claims based on an Eligible Purchase accompanied by a Proof of Purchase pursuant to Paragraph 4.1.1(i), the total distribution per item shall not exceed the Purchase Price for the item, as reflected on the Proof of Purchase and reported on the Claim Form, and for valid claims based on an Eligible Purchase without a Proof of Purchase pursuant to Paragraph 4.1.1(ii), the total distribution per item per item shall not exceed fifteen U.S. dollars (\$15.00) for a hat, forty five

U.S. dollars (\$45.00) for a jersey, and forty five U.S. dollars (\$45.00) for a pair of shoes. In the unlikely event that, after the increased distributions provided in this Paragraph 5.1, any funds remain in the Class Payment Fund, such funds shall be subject to a *cy pres* award pursuant to Paragraph 5.2 and shall not revert to Defendants.

5.2 Cy Pres Distribution. If, after the Class Payment Fund is used for payments to Authorized Claimants pursuant to Paragraph 4.1 and, if necessary, Paragraph 5.1, a balance remains in the Class Payment Fund, that balance shall be distributed to one or more Cy Pres Recipients as approved by the Court.

5.2.1 Cy Pres Recipients. An initial list of potential Cy Pres Recipients is attached to this Agreement as Exhibit D. In addition, the long-form notice posted on the Settlement Website shall invite nominations of potential Cy Pres Recipients. Within ten (10) days following the Claims Period, the Settlement Administrator shall notify the Parties whether a *cy pres* award is potentially necessary. If so, the Parties shall review the nominations from Class Members, and submit, as part of the motion for a Final Approval Order, a proposed list of Cy Pres Recipients. The selection criteria for Cy Pres Recipients shall conform to applicable law and be guided by the criteria identified in governing case law, statute, or other binding legal authority. The parties contemplate that Cy Pres Recipients shall be organizations dedicated to the protection of California consumers, with particular attention paid to the likelihood of benefit to Class Members. The proposed Cy Pres Recipients may, but are not required to, include entities drawn from the nominations submitted by the Class Members. In no event shall the Parties propose any Cy Pres Recipient in which any of the Parties or their counsel or family members have a financial, commercial, or other pecuniary interest. The Parties agree that any selection

made by the Court shall be final and binding on them, and that the identity of the Cy Pres Recipients chosen by the Court is not a material term of this Agreement.

5.2.2 Payments to Cy Pres Recipients. Payments to the Cy Pres Recipients, if any, shall be made by the Trustee, at the direction of the Settlement Administrator, from the Settlement Trust within sixty (60) days after the later of (a) the Effective Date or (b) the date of the Final Order specifying the Cy Pres Recipients and the amount(s) to be awarded to each.

6. RELEASE AND COVENANT NOT TO SUE

6.1 Release and Covenant Not to Sue. On the Effective Date, the Releasing Parties, and each of them, and any other Person claiming against the Class Settlement Fund (now or in the future) through or on behalf of any Releasing Party, shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, released, relinquished, settled, and discharged all Released Claims against the Released Parties and each of them and shall have covenanted not to sue any Released Party with respect to any such Released Claim, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against any of the Released Parties. The foregoing releases and covenants (collectively, the “**Release**”) incorporate each of the provisions of this Paragraph 6, including the waivers and other terms in Paragraphs 6.3, 6.4, and 6.5.

6.2 Definition of Released Claims. As used herein, the term “**Released Claims**” means any and all manner of claims, demands, actions, suits, judgments, causes of action (including Unknown Claims), whether direct, indirect, or otherwise in nature, damages whenever and however incurred (whether actual, punitive, treble, compensatory or otherwise), and liabilities of any kind, including costs, fees, penalties, or losses of any kind or nature, known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, whether in

law, in equity, or otherwise, that the Releasing Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Parties or any of them with respect to any act, omission, fact, or matter occurring or existing on or prior to the Final Judgment and that arise in whole or in part out of or relate in any way to: (a) the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint; (b) claims asserted or that could have been asserted in the Action; and/or (c) the purchase of apparel (as such term is defined in the Complaint) bearing the Intellectual Property of the NFL, NFLP, and/or any of the NFL Clubs, including any alleged anticompetitive conduct, unfair competition, or violations of any federal, state, international, foreign or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment, trade practice, consumer or business protection, fraud protection or racketeering law, civil conspiracy law, or similar law or requirement, whether based on statute, common law, regulation, ordinance or otherwise of any jurisdiction within the United States or elsewhere in any other jurisdiction worldwide, including claims arising under the Sherman Antitrust Act, 15 U.S.C. §§ 1 et seq., the Clayton Act, 15 U.S.C. §§ 4 et seq., the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 et seq., and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq.; *provided, however*, that the release contained in sub-clause (c) shall not release claims for product liability or breach of warranty that (i) are unrelated to the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint and (ii) were not and could not have been asserted in the Action. For the avoidance of doubt, this Settlement, including the Release, by the Releasing Parties in Paragraph 6.1, is not intended to

be, and shall not be construed as, a release by any Defendant of any rights or claims it may have against any insurer with respect to the Action and/or the Settlement.

6.3 Section 1542 Waiver. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6.4 Other Unknown Claims. Upon the Effective Date, the Releasing Parties, and each of them, also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

6.5 Mistake of Fact. The Class Representative and Class Counsel acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims the Releasing Parties may have.

6.6 Finality of Release. This Agreement shall provide the sole and exclusive remedy for any and all Released Claims against the Released Parties, and the obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and any and all

Released Claims as against all Released Parties. No Released Party shall be subject to any liability or expense of any kind to any Releasing Party with respect to any Released Claim.

7. CLASS NOTICE

7.1 Dissemination of Notice. Notice shall be disseminated in a manner approved by the Court. Class Counsel shall propose to the Court for approval in the Preliminary Approval Order, and Defendants will not oppose, a Notice Plan that includes the following elements:

7.1.1 Publication Notice. The Settlement Administrator shall provide Notice through publication in a combination of online advertising and traditional print media advertising. The Notice shall provide a link to, or the website address of, the Settlement Website.

7.1.2 Settlement Website. The Settlement Administrator shall publish a traditional “long form” notice (substantially in the form attached hereto as Exhibit A) through the creation of a Settlement Website, which shall be maintained by the Settlement Administrator in the period beginning three (3) business days after the entry of the Preliminary Approval Order and ending on the date that is ninety (90) days after the final distribution from the Class Payment Fund. The Settlement Website shall (a) notify Class Members of their rights to object to this Agreement or to opt out of the Settlement Class; (b) notify Class Members that no further notice will be provided to them that the Settlement has been approved; (c) inform Class Members that they should monitor the Settlement Website for further developments; (d) inform Class Members of their right to attend the Fairness Hearing conducted by the Court; (e) provide a Claim Form and instructions for submitting claims; (f) include any required notice of any motion(s) made by Class Counsel for reimbursement of Settlement Administration Costs and any Fee Award and/or any Incentive Award; (g) include a solicitation for

nominations of Cy Pres Recipients pursuant to Paragraph 5.2; (h) include a copy of this Agreement, the Notice, and any other information or materials required by a claimant to make a timely and valid claim for compensation; (i) include copies of the material documents that are filed publicly with the Court in connection with the Settlement; and (j) include any other information or materials that may be required by the Court. The Parties shall have the right to review and approve the content of the Settlement Website, including the Claim Form.

7.2 Notice Plan. The Notice Plan shall be developed by the Settlement Administrator, and it shall be designed with the objective that Notice will be viewed by at least 80 percent of the Settlement Class, with an average of two repetitions. Class Counsel shall be responsible for obtaining and submitting to the Court evidence sufficient to demonstrate the adequacy of the Notice Plan.

7.3 Notice Completion. Notice shall be completed within sixty (60) days after entry of the Preliminary Approval Order, or within such other date as may be ordered by the Court.

7.4 Class Action Fairness Act Notification. Within ten (10) days after the filing of this Agreement with the Court, Defendants shall notify the appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

8. EXCLUSIONS AND OBJECTIONS

8.1 Exclusions from the Settlement Class. A Person may opt out of the Settlement Class by requesting exclusion on or before the Objection/Exclusion Deadline. To request exclusion, the Person must write to the Settlement Administrator at the address provided in the Notice stating a request to “opt out” or be “excluded” from the Settlement Class. In order to be effective, the request must be (a) signed by the Person making the request and (b) postmarked on or before the Objection/Exclusion Deadline. Each exclusion request shall be made individually

by the Person requesting the opt-out or exclusion; no generic or “class” opt-outs shall be allowed.

8.2 Challenges to Exclusion. Any Party shall have the right to challenge the timeliness and validity of any objection or exclusion request. The Court shall determine whether any contested request is timely and valid.

8.3 Termination by Defendants. Within five (5) days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a list of all Persons who opted out by requesting exclusion pursuant to Paragraph 8.1. In the event that the number of Persons who opted out exceeds the level separately agreed to by Class Counsel and Defense Counsel and reflected in Exhibit B, filed under seal with this Agreement, Defendants may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendants may exercise their right to terminate under this Paragraph 8.3 by jointly notifying Class Counsel of Defendants’ election no later than seven (7) days after receipt of the list of Persons who opted out.

8.4 Objections by Class Members. Class Members (*i.e.*, those members of the Settlement Class who have not requested exclusion or are otherwise not Excluded Persons) shall have the right to object to the Court’s granting final approval to this Agreement. To be valid, any objection must be made in writing, must be filed with the Court, must be mailed to the Settlement Administrator at the address provided in the Notice, with copies to Class Counsel and Defense Counsel, postmarked no later than the Objection/Exclusion Deadline, and must include the following: (i) the name of the Action; (ii) the objector’s full name, address and telephone number; (iii) a signed declaration that the objector is a member of the Settlement Class and made an Eligible Purchase during the Class Period; (iv) the basis upon which the objector claims to be

a member of the Settlement Class, including, for each Eligible Purchase, a Proof of Purchase, if any, and all information required by the Claim Form; (v) all grounds for the objection, accompanied by any legal and factual support (including copies of any documents relied upon); (vi) whether the objector is represented by counsel, and if so the identity of such counsel; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; (viii) the identity of any counsel who will appear at the Fairness Hearing on the objector's behalf; (ix) a list of any witnesses the objector wishes to call to testify, or any documents or exhibits the objector or the objector's counsel may use, at the Fairness Hearing; and (x) the objector's signature. Any Class Member who fails to file a timely written objection and notice of his or her or its intent to appear at the Fairness Hearing pursuant to this Paragraph 8.4 or as detailed in the Notice shall not be permitted to object to the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement by appeal or other means.

8.5 Response to Objections. Any Party shall have the right to respond to any objection no later than seven (7) days prior to the Fairness Hearing, or such other date as may be ordered by the Court, by filing a response with the Court and serving a copy on the objector (or counsel for the objector) and counsel for the other Parties.

9. SETTLEMENT ADMINISTRATION

9.1 Selection of Settlement Administrator. The Settlement Administrator shall be selected by Class Counsel subject to the approval of (a) Defendants (which shall not be unreasonably withheld) and (b) the Court. As part of the Preliminary Approval Order, the Class Representative shall seek appointment of the Settlement Administrator.

9.2 General Duties of the Settlement Administrator. The Settlement Administrator shall administer Notice, exclusion requests, the process of receiving, reviewing, approving or

denying, and paying claims, and such other duties as are provided in this Agreement, subject to the jurisdiction of the Court. No Defendant or any other Released Party shall have any liability, obligation or responsibility whatsoever for the administration of the Settlement or disbursement of the Class Payment Fund. The Settlement Administrator shall perform its obligations in a rational, responsive, cost effective, and timely manner, acting under the supervision of Class Counsel. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement, as well as all records required by applicable law, in accordance with its normal business practices, and such records shall be made available to Class Counsel and Defense Counsel upon request. The Settlement Administrator shall provide Class Counsel and Defense Counsel with information concerning Notice and administration and implementation of this Agreement; shall provide reports and other information to the Court as the Court may require; and shall assist Class Counsel in responding to any request by the Court for a summary of the work performed by the Settlement Administrator.

9.3 Exclusion Requests. The Settlement Administrator shall process exclusion requests received pursuant to Paragraph 8.1 and promptly provide to Class Counsel and Defense Counsel copies thereof upon receipt.

9.4 Fraudulent Filings. The Settlement Administrator shall employ reasonable measures to detect and reduce the potential for inaccurate and/or fraudulent claim filings. Such measures, and their implementation, shall be the sole responsibility of the Settlement Administrator, acting under the supervision of Class Counsel, although Defendants shall have an opportunity to review and comment upon the measures proposed. Measures to detect and reduce the potential for fraudulent claim filings may include: designing the form affidavit so as to elicit verifying information (for example, asking for identification of the retailer from which the

purchase was made and the date of purchase), requiring each claimant to identify on a Claim Form the NFL Club or Clubs (or the NFL entity) whose Intellectual Property appears on the item for which the claim is made, and investigating claims submitted under suspicious circumstances (for example, multiple claims submitted from the same IP address).

9.5 Distribution of Class Payment Fund. The Settlement Administrator shall (a) distribute the Class Payment Fund pursuant to Paragraphs 4.1 and 5; and (b) provide written notice of any distributions from the Class Payment Fund to Class Counsel, Defense Counsel, and the Court.

9.6 Privacy Protections. The Settlement Administrator shall maintain and comply with policies and procedures to protect the privacy of any personally identifiable information it receives in the course of administering the duties provided by this Agreement, and it shall comply with all laws regarding data privacy protection and data security. The Settlement Administrator shall use personally identifiable information received in the course of administering the duties provided by this Agreement solely for the purpose of administering those duties.

9.7 Agreement with Settlement Administrator. The agreement between Class Counsel and the Settlement Administrator shall contain a written undertaking from the Settlement Administrator to perform the activities, services, and duties specified in this Agreement.

10. SETTLEMENT TRUST

10.1 Motion to Approve Settlement Trust and Appoint Trustee. At the same time as the Motion for Final Approval, Class Counsel and Defense Counsel will seek approval for the creation of the Settlement Trust under Delaware law and for the appointment of the Trustee as

provided in this Agreement. In conjunction with that motion, Class Counsel and Defense Counsel will file a proposed Settlement Trust Agreement with the Court.

10.2 Trustee. Class Counsel and Defense Counsel will jointly recommend the Trustee, subject to the approval of the Court. The Trustee may be replaced by joint motion made by Class Counsel and Defense Counsel, as granted by the Court. If the Trustee resigns, becomes insolvent, is replaced, or is otherwise unable to continue employment in that position, Class Counsel and Defense Counsel will agree to and jointly recommend a new proposed Trustee for appointment by the Court.

10.3 Qualified Settlement Fund. Within three (3) days after the later of (i) the Effective Date or (ii) entry by the Court of a Final Order granting the approval and appointment addressed in paragraph 10.1, Class Counsel, the NFL, Reebok, the Trustee, and the Settlement Administrator will execute the Settlement Trust Agreement approved by the Court, thereby creating the Settlement Trust. The Settlement Trust will be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under § 1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended.

10.4 Management of Settlement Trust. The Settlement Trust will be managed by the Trustee as provided in the Settlement Trust Agreement, and both the Settlement Trust and Trustee will be subject to the continuing jurisdiction and supervision of the Court. The Settlement Trust will be maintained under standard terms in a bank account at one or more federally insured depository institutions that has total assets of at least \$500 million.

10.5 Disbursements from the Settlement Trust. The Trustee will have the authority to make disbursements from the Settlement Trust pursuant to this Agreement and at the direction of the Settlement Administrator, under the supervision of Class Counsel.

10.6 Settlement Fund Costs. The costs of establishing and maintaining the Settlement Trust shall be the responsibility of Class Counsel, which may seek approval of the Court for reimbursement of those costs as Settlement Administration Expenses, subject to the restriction of Paragraph 12.1. Any interest and income earned on any funds in the Settlement Trust shall be added to the Class Settlement Fund and accrue to the benefit of the Settlement Class.

10.7 Tax Filings and Expenses. The Trustee shall be the administrator of the qualified settlement fund within the meaning of Treas. Reg. § 1.468B-2(k)(3) and will be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Settlement Trust and responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority. The Trustee also will be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Settlement Trust, as well as paying any associated interest and penalties. Any such taxes, interest, and penalty payments will be paid by the Trustee from the Settlement Trust, subject to the approval of the Court.

10.8 No Responsibility for Settlement Trust Administration or Expenses. The Defendants and the other Released Parties shall have no liability whatsoever for the management, investment, or distribution of the Settlement Trust, the determination, administration, calculation, or payment of any claim, the nonperformance of the Trustee or the Settlement Administrator, or the payment or withholding of any and all taxes (including any estimated taxes, interest or penalties) arising with respect to the Settlement Trust or the income

earned on the Settlement Amount, or any expenses and costs of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns with respect to the Settlement Trust or Settlement Amount (including interest and penalties), or any losses incurred in connection therewith. Except as otherwise provided in Paragraph 3.1 with respect to the Notice Costs Payment, Defendants shall bear no responsibility for the costs, fees or expenses associated with the Settlement Trust or the Class Payment Fund.

11. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, AND FINAL JUDGMENT

11.1 Motion for Preliminary Approval. Within fifteen (15) calendar days after the Execution Date, Class Counsel shall submit this Agreement to the Court and shall apply for entry of an order requesting, *inter alia*, preliminary approval of the Settlement and the proposed Notice and Claim Form, certification of the Settlement Class for purposes of the Settlement only, and for a stay of all proceedings in the Action against the Defendants until the Court renders a final decision on approval of the Settlement (“***Motion for Preliminary Approval***”). The Motion for Preliminary Approval shall include the proposed form of an order preliminarily approving the Settlement, a copy of which is attached hereto as Exhibit C to this Agreement. Class Counsel shall provide Defense Counsel with an opportunity to review and comment on the draft Motion for Preliminary Approval, including all supporting materials such as a memorandum and exhibits (including the proposed forms of notice), before it is submitted to the Court. The draft Motion for Preliminary Approval and supporting materials shall be provided to Defense Counsel seven (7) business days before the Motion for Preliminary Approval is submitted to the Court. Defense Counsel shall provide any comments to Class Counsel no later than three (3) business days before the Motion for Preliminary Approval is submitted to the Court.

11.2 Motion for Final Approval. No later than sixty (60) days following the Objection/Exclusion Deadline, Class Counsel shall submit a motion for final approval by the Court of the Settlement, consistent with the requirements of Paragraph 11.3, after Notice to Class Members of the Fairness Hearing, and the Parties shall jointly seek entry of the Final Approval Order and Final Judgment. Defense Counsel shall be provided with an opportunity to review and comment on the motion for final approval seven (7) business days before the motion is submitted to the Court, and shall provide any comments to Class Counsel no later than three (3) business days before the motion is submitted to the Court. In connection with the motion for a Final Approval Order, the Parties shall ask the Court to set a date for the Fairness Hearing that ensures compliance with the requirements of 28 U.S.C. § 1715(d).

11.3 Final Approval Order Requirements. It shall be a material term of the Settlement and this Agreement, and the obligations of the Defendants hereunder are expressly conditioned upon, the entry of a Final Approval Order and Final Judgment that makes the findings and orders set forth below:

11.3.1 Find that the Court has personal jurisdiction over all Class Members and that the Court has subject matter jurisdiction to approve this Agreement, including all exhibits hereto;

11.3.2 Approve this Agreement and the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Class Members; and as consistent and in compliance with all requirements of due process and applicable law; and direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions;

11.3.3 Declare this Agreement and the Final Order and Final Judgment to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings encompassed by the Release and/or that are based, in whole or in part, on the Released Claims;

11.3.4 Certify the Settlement Class pursuant to Fed. R. Civ. P. 23 solely for purposes of the Settlement;

11.3.5 Find that the Notice and the Notice Plan implemented pursuant to this Agreement (a) constitute the best practicable notice under the circumstances, (b) constitute notice that is reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement Class, to appear at the Fairness Hearing, and of their right to seek monetary relief, (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the rules of the Court, and any other applicable law;

11.3.6 Approve the Claim Form that was distributed to members of the Settlement Class;

11.3.7 Find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing this Agreement;

11.3.8 Dismiss the Action (including all individual claims and Settlement Class claims presented thereby) as to all Defendants on the merits and with prejudice,

without fees or costs to any Party except as expressly provided Paragraph 3.1 of this Agreement;

11.3.9 Incorporate the Release, make the Release effective as of the Effective Date, and forever discharge and release the Released Parties as set forth in Paragraph 6;

11.3.10 Adjudge the Class Representative and the Settlement Class to have conclusively compromised, settled, dismissed, and released this Action and any and all Released Claims against Defendants and the Released Parties;

11.3.11 Permanently bar and enjoin all Releasing Parties from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

11.3.12 Approve the Opt-Out List and determine that the Opt-Out List is a complete list of all Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for any such Opt-Outs who subsequently elected to submit Claim Forms during the Claim Period;

11.3.13 Provide that this Agreement, the Settlement, and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence, a presumption, a concession, or an admission of (i) liability, (ii) any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Party, or (iii) the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to

this Agreement and the Settlement in such proceedings as may be necessary to effectuate the Agreement;

11.3.14 Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Class Members.

11.3.15 Without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Agreement and the Final Judgment and for any other necessary purpose; and

11.3.16 Incorporate any other provisions, as the Court deems necessary and just.

12. REIMBURSEMENT OF EXPENSES; FEE AWARD; INCENTIVE AWARD

12.1 Minimum Class Payment Fund Amount. At least fifty (50) percent of the Settlement Amount shall be reserved for direct payment to Authorized Claimants and any residual *cy pres* distribution pursuant to Paragraphs 4 and 5.

12.2 Settlement Administration Expenses, Fee Award, and Incentive Award. Subject to the limitation in Paragraph 12.1, Class Counsel may seek Court approval for payment from the Settlement Trust of the Settlement Administration Expenses, a Fee Award, and an Incentive Award, and Defendants will not object to, or otherwise challenge, directly or indirectly, such application. For the avoidance of doubt, nothing in this Agreement is, or should be construed as, an agreement as to the amounts, if any, that Class Counsel and/or Class Representative may receive in any such awards. The Parties acknowledge and agree that (a) the payment of any Settlement Administration Expenses, any Fee Award, and any Incentive Award are solely in the

discretion of the Court; (b) the Settlement and this Agreement do not depend on the Court's approval of any such application by Class Counsel; and (c) neither a Fee Award nor an Incentive Award is a necessary term of this Agreement or a condition of the Settlement embodied herein.

12.3 Motion for Settlement Administration Expenses, Fee Award, and Incentive Award. No later than twenty-eight (28) days after the Notice Date, or such other date as may be ordered by the Court, Class Counsel shall file any motion seeking Court approval for payment of the Settlement Administration Expenses, a Fee Award, and an Incentive Award. Class Counsel's motion shall be electronically filed and available on the Court's electronic docket, and, within two (2) business days after its filing on the Court's electronic docket, shall be posted on the Settlement Website.

12.4 Payment of Settlement Administration Expenses, a Fee Award, and an Incentive Award. Any amounts awarded pursuant to a Final Order by the Court under this Paragraph 12 shall be paid by the Settlement Administrator from the Settlement Trust as directed by the Court by the later of (i) twenty-six (26) days following the Effective Date, (ii) twenty-six (26) days following the creation of the Settlement Trust, (iii) five (5) days following the date that an award under this Paragraph 12 becomes a Final Order, or (iv) such date as Class Counsel may provide in by written election to Defendants and the Settlement Administrator. Except as expressly provided in Paragraph 3.1(a) with respect to the Notice Costs Payment, Defendants shall not be liable for any costs, fees or expenses of the Settlement Administrator, Class Counsel, Class Representative, or of any of the Class Members' attorneys, experts, advisors, agents or representatives.

13. EFFECTIVE DATE; CONDITIONS OF SETTLEMENT

13.1 Effective Date. This Agreement is expressly contingent on the completion of all of the following events, and shall be effective on the date (the "***Effective Date***") that is one

business day following the completion of all of the following events: (a) this Agreement has been executed and delivered by Class Counsel and Defense Counsel; (b) the Court has entered the Preliminary Approval Order; (c) the Court has entered the Final Approval Order approving this Agreement, following notice to the Settlement Class and a Fairness Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment or Alternative Judgment; (d) any and all proceedings with respect to the administration, processing, and determination of Class Member claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity or rejection of Class Member claims, have been resolved and all orders issued in connection with any such proceedings and controversies have become Final Orders; (e) an order has been issued in connection with any Fee Award, Incentive Award, and Settlement Administration Expenses approved by the Court and has become a Final Order; and (f) the Final Approval Order and the Final Judgment have each become a Final Order, or, in the event that the Court enters an order and final judgment in a form other than that provided above and that has the written consent of the Parties (an “***Alternative Judgment***”), the Final Approval Order and such Alternative Judgment have each become a Final Order.

13.2 Cy Pres Distribution. Notwithstanding anything herein, the Parties acknowledge and agree that a proceeding relating to the selection of a Cy Pres Recipient, or the amount to be distributed to any Cy Pres Recipient from the Class Settlement Fund, shall not prevent this Agreement from becoming effective and shall not affect or delay the finality of the Final Judgment or Alternative Judgment and the Settlement of the Action as set forth herein.

13.3 Failure of Effective Date to Occur. If all of the conditions specified in Paragraph 13.1 are not able to be satisfied, then this Agreement shall be terminated, subject to

and in accordance with Paragraph 14, unless the Parties mutually agree in writing to continue with it for a specified period of time.

14. TERMINATION; EFFECT OF TERMINATION

14.1 Rights of Termination. This Agreement may be terminated as follows:

14.1.1 Subject to the limitation in Paragraph 14.3, by any Party, within twenty-one (21) business days after any of the following events: (a) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (b) the Court's refusal to grant final approval of this Agreement in any material respect; (c) the Court's refusal to enter the Final Judgment or Alternative Judgment in the Action in any material respect; or (d) the entry of an order by a Court of Appeals, the Supreme Court, or any District Court that modifies or reverses the Final Judgment or an Alternative Judgment in any material respect; or

14.1.2 If a Defendant is in material breach of one or more terms of this Agreement, by the Class Representative following thirty (30) calendar days' written notice and an opportunity to cure, provided that the Class Representative is in substantial compliance with the terms of this Agreement; or

14.1.3 If the Class Representative is in material breach of one or more terms of this Agreement, by any Defendant following thirty (30) calendar days' written notice and an opportunity to cure, provided that the Defendant exercising its rights under this Paragraph 14.1.3 is in substantial compliance with the terms of this Agreement; or

14.1.4 By any Defendant pursuant to Paragraph 8.3.

14.2 Notice of Termination. A Party electing to terminate this Agreement pursuant to Paragraph 14.1 shall provide written notice of its election to do so to all other Parties.

14.3 Settlement Administration Expenses, Fee Award, and Incentive Award.

Notwithstanding anything herein, the Parties acknowledge and agree that the Court's failure to approve, in whole or in part, any reimbursement for Settlement Administration Expenses, any Fee Award, or any Incentive Award pursuant to Paragraph 12.1, or the reversal or modification of an award of Settlement Administration Expenses, a Fee Award and/or an Incentive Award on appeal or in a collateral proceeding, is not grounds for termination of this Agreement.

14.4 Effect of Termination. In the event of a termination of this Agreement pursuant to Paragraph 14.1, or if this Agreement and the Settlement proposed herein are canceled or otherwise fail to become effective for any reason whatsoever, then (a) any order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*; and (b) the Parties shall be returned to the *status quo ante* with respect to the Action as of the Execution Date as if the Parties had never entered into this Agreement, with all of their respective legal claims and defenses preserved as they existed on that date. For the avoidance of doubt and without limitation of the foregoing, the Parties acknowledge and agree (i) that the certification of the Settlement Class, to which the Parties have stipulated solely for the purposes and in consideration of the Settlement set forth herein, as well as this Agreement and all the provisions of the Preliminary Approval Order, shall be vacated; (ii) that Defendants shall retain all rights that they had immediately preceding the Execution Date to object to the certification of the Action as a class action; and (iii) that nothing in this Agreement or other papers or proceedings related to this Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be certified or maintained as a class action for any purpose other than Settlement in accordance with this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Final Resolution. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Class Representative, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by the Class Representative or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

15.2 Representation by Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective rights and obligations with respect to the Settlement. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

15.3 Res Judicata. Except as provided herein, if this Agreement is approved by the Court, any Party and any of the Released Parties may file and otherwise rely upon this Agreement in any action that may be brought against such Party and/or Released Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15.4 No Admission. Whether or not the Effective Date occurs or this Agreement is terminated, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

15.4.1 is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of the validity of any Released Claims, the truth of any fact alleged by the Class Representative

and/or included in the Complaint, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

15.4.2 is, may be deemed, or shall be used, offered, or received against any Defendant or any NFL Club as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

15.4.3 is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; *provided, however*, that the Settlement, this Agreement, and any acts performed or documents executed in furtherance of or pursuant to this Agreement and the Settlement may be used as provided in Paragraph 15.3 and in any proceedings as may be necessary to effectuate the provisions of this Agreement;

15.4.4 is, may be deemed, or shall be construed as or received in evidence as an admission or concession against the Class Representative, the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that any of the Class Representative's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount, or that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial;

15.4.5 is, may be deemed, or shall be construed as precedent or be admissible for any purpose in any proceeding; *provided, however*, that this Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying final approval of this Agreement, or as provided in Paragraph 15.3; or

15.4.6 is, may be deemed, or shall be construed as determining, having a bearing on, being admissible for, or affecting the ability of any Released Party to oppose class certification in (a) the Action should this Agreement not be approved or implemented or (b) in any other proceeding, except insofar as the certification of the Settlement Class in the Action is cited for purposes of enforcing the terms of this Settlement.

15.5 Interpretation and Construction; Counterparts. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect. The Preamble and Recitals are incorporated herein and made a part hereof. All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” This Agreement may be executed in one or more counterparts, and may be executed by facsimile or electronic signature. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement all exchange original signed counterparts. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

15.6 Waiver and Amendment. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

15.7 Expenses. Except as otherwise provided herein, each Party shall bear his or its own attorney's fees and costs.

15.8 Representations and Warranties. The Class Representative represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person and that he is fully entitled to release the same. Each counsel or other Person executing this Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto hereby warrants and represents to the other Parties hereto that such counsel or other Person has the authority to execute and deliver this Agreement, its Exhibits and related settlement documents, as applicable.

15.9 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

15.10 Jurisdiction. The Court has and shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

15.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflicts of law principles that would direct the application of the laws of another jurisdiction.

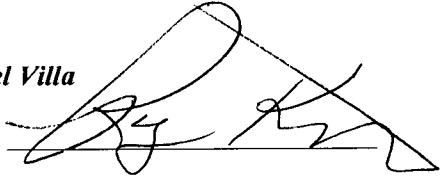
15.12 Drafting. All Parties have contributed substantially and materially to the preparation of this Agreement and it shall not be construed more strictly against one Party than another.

15.13 Notice. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel at the addresses listed below.

15.14 Entire Agreement. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

Michael Villa

By: 

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*Attorneys for Michael Villa and others
similarly situated*

*The National Football League,
NFL Properties, Inc., and the
Individual NFL Clubs*

By: Anastasia Danias
Name: Anastasia Danias
Title: SVP & Chief Litigation Officer

As to Form:

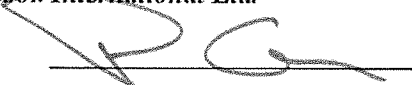
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*Attorneys for the NFL, NFLP, and the
Individual NFL Clubs*

Reebok International Ltd.

By: 

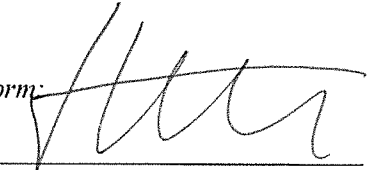
Name: Paul Ehrlich

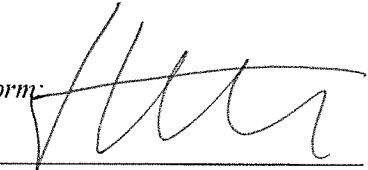
Title: Secretary & General Counsel

By: 

Name: Klaus Flock

Title: CEO

As to Form: 

By: 

Timothy Hardwicke
GOODSMITH GREGG & UNRUH LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Telephone: (312) 322-1981
Facsimile: (312) 322-0056
E-mail: thardwicke@ggulaw.com

Attorney for Reebok International Ltd.

Exhibit A
Form of Notice and Claim Form

LEGAL NOTICE

If you purchased in California an NFL-licensed jersey, hat, or shoes between October 25, 2008 and April 1, 2012 you may be entitled to a cash payment.

A federal court authorized this notice. This is not a solicitation from a lawyer.

A settlement of a lawsuit against the National Football League (“NFL”), certain NFL teams and entities, and Reebok International, Ltd. (collectively “Defendants”) has been proposed in which the Defendants have agreed to pay \$4.75 million to resolve claims brought on behalf of California purchasers of jerseys, hats, and shoes bearing the logo, trademarks, emblems or other intellectual property of the NFL and its teams. If you are a Class Member, you may send in a claim form to get a payment, or you can exclude yourself from the settlement, object to it, or do nothing.

The United States District Court for the Northern District of California authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

Who’s Included?

You are a member of the Settlement Class if you made a purchase between October 25, 2008 and April 1, 2012 in California at retail for personal use and not for resale or for other commercial gain of a licensed jersey, hat, or pair of shoes bearing the logo, trademarks, emblems or other intellectual property of the NFL or its member teams (“Eligible Purchase”). A purchase is made “in California” if (a) the purchaser was resident in the State of California at the time of purchase; (b) the purchaser was physically present in the State of California at the time of purchase; or (c) the item was purchased online for delivery to an address in the State of California.

What’s This Case About?

The plaintiff in the lawsuit alleges that the Defendants violated the federal Sherman Act, California Cartwright Act and Unfair Competition Law by entering into a series of agreements that limited the competition among rival apparel manufacturers and increased prices for purchasers of products containing the logo, trademarks, emblems or other intellectual property of the NFL and its teams. The Defendants deny all the plaintiff’s allegations and are entering into this settlement solely to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

The Defendants included in the proposed settlement are the NFL; thirty (30) individual NFL clubs (“NFL Clubs”) that are named in the plaintiff’s Amended Complaint; NFL Properties, Inc. (“NFLP”); and Reebok International Ltd.

What Does the Settlement Provide?

Defendants will create a fund of \$4.75 million to pay Class Members’ valid claims, settlement administration expenses, any attorney fee award, any class representative incentive award, and certain costs or expenses incurred in connection with the proposed settlement.

Class Members who submit a valid and timely Claim Form will be eligible to receive an amount of money for each Eligible Purchase that

will be determined by (1) the type of item that was purchased (jersey, hat, or shoes), (2) whether the Class Member submits a Proof of Purchase and (3) a base amount of money (\$X) that will be calculated by the Settlement Administrator so that the amount of money allocated to the payment of timely and valid Class Member claims is as fully expended as permitted under the Court-approved distribution rules.

A Class Member who files a valid claim without a Proof of Purchase is limited to claims for the Eligible Purchase of no more than two items. A Class Member who files a valid claim accompanied by a Proof of Purchase is limited to claims for Eligible Purchase of no more than twelve items unless the Class Member submits evidence that none of the items was purchased for re-sale and was not re-sold.

How Do You Ask for a Payment?

A detailed notice and claim form package contains everything you need. Just visit www.xxxxxxxxxxxxxxxxxx.com or call the number listed below to get one. To qualify for a payment, you must send in a claim form. **Claim forms must be postmarked for mail for filed online by [DATE].**

What Happens If I Do Nothing At All?

You must timely return a valid claim form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

What Are Your Other Options?

If you don’t want to be legally bound by the settlement, you must exclude yourself by [DATE], or you won’t be able to sue, or continue to sue, Defendants about the legal claims in this case. If you exclude yourself, you can’t get money from this settlement. If you stay in the settlement, you may object to it by [DATE]. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in this case (*Villa v. San Francisco Forty Niners, Ltd., et al.*, 12-cv-5481-EJD) on [DATE], to consider whether to approve the settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs for investigating the facts, litigating the case, and negotiating the settlement. You may ask to appear at the hearing, but you don’t have to. For more information, call toll free at 1-8xx-xxx-xxxx, visit the website at www.xxxxxxxxxxxxxxxxxx.com, or write to California NFL Apparel Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614.

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**IF YOU PURCHASED IN CALIFORNIA A LICENSED JERSEY, HAT, OR PAIR OF SHOES
BEARING THE LOGO, TRADEMARK, OR EMBLEM
OF THE NFL OR AN NFL TEAM
YOU MAY BE ENTITLED TO A CASH PAYMENT**

THIS NOTICE AFFECTS YOUR RIGHTS.

***A Federal Court authorized this notice.
This is not a solicitation from a lawyer.***

PLEASE READ THIS NOTICE AND THE ENCLOSED CLAIM FORM CAREFULLY.

- You may be a class member in a proposed settlement class of California purchasers of NFL-licensed jerseys, hat, and shoes and may be entitled to participate in the proposed settlement. The United States District Court for the Northern District of California (the “Court”) has ordered the issuance of this notice in the lawsuit entitled *Villa v. San Francisco Forty Niners, Ltd., et al.*, 12-cv-5481-EJD. The Defendants deny any wrongdoing in this lawsuit. The Court has not ruled on the merits of Plaintiff’s claims.
- You may be eligible to obtain a cash payment for each Eligible Purchase made in California between October 25, 2008 and April 1, 2012 of up to two (2) items purchased (if no Proof of Purchase is submitted) or for up to twelve (12) items (if you submit Proof of Purchase for each), if you qualify and submit a valid Claim Form. You may submit a claim containing more than 12 Eligible Purchases including Proofs of Purchase if you also submit satisfactory evidence that none of the Eligible Purchases were for re-sale and were not re-sold.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a cash payment. Postmark or submit your Claim Form online by [DATE].
EXCLUDE YOURSELF	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit. Postmark your exclusion request by [DATE].
OBJECT	Write to the Court about why you don’t like the settlement. File and serve your objection by [DATE].
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

- Your rights and options — and the deadlines to exercise them — are explained in this notice.
- The Court in charge of this litigation still has to decide whether to approve the settlement of this case. Distribution of settlement benefits will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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21. Are there more details about the settlement?

BASIC INFORMATION

1. What is this lawsuit about?

A proposed settlement has been reached in a class action lawsuit about the sale in California of jerseys, hats, and shoes bearing the logo, trademarks, emblems or other intellectual property (collectively “the Intellectual Property”) of the National Football League (“NFL”) and its teams. The plaintiff in the lawsuit alleges that the Defendants violated the federal Sherman Act, California Cartwright Act and Unfair Competition Law by entering into a series of agreements that limited the competition among rival apparel manufacturers and increased prices for purchasers of products containing the Intellectual Property. The Defendants deny all the plaintiff’s allegations and are entering into this settlement solely to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

The Defendants included in the proposed settlement are the NFL; thirty (30) individual NFL clubs (“NFL Clubs”) that are named in the plaintiff’s Amended Complaint; NFL Properties, Inc. (“NFLP”); and Reebok International Ltd.

2. Who is included in the Settlement Class?

You are a member of the Settlement Class if you made a purchase between October 25, 2008 and April 1, 2012 in California at retail for personal use and not for resale or for other commercial gain of a licensed jersey, hat, or pair of shoes bearing the Intellectual Property of the NFL or its member teams (“Eligible Purchase”). A purchase is made “in California” if (a) the purchaser was resident in the State of California at the time of purchase; (b) the purchaser was physically present in the State of California at the time of purchase; or (c) the item was purchased online for delivery to an address in the State of California.

Excluded from the Settlement Class are: a) the Settlement Administrator; (b) the Mediator; (c) any parent, subsidiary, or affiliate of any of the Defendants and their respective officers, directors, agents, or employees as of the date of filing of this lawsuit; (d) any judge presiding over this lawsuit and his or her immediate family members; and (e) Persons who timely opt out of the Settlement Class by requesting exclusion.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

3. What cash is available from the claims process?

Defendants will create a fund of \$4.75 million to pay Class Members’ valid claims, settlement administration expenses, any attorney fee award, any class representative incentive award, and certain costs or expenses incurred in connection with the proposed settlement.

Class Members who submit a valid and timely Claim Form will be eligible to receive an amount of money for each Eligible Purchase that will be determined by (1) the type of item that was purchased (jersey, hat, or shoes), (2) whether the Class Member submits a Proof of Purchase and (3) a base amount of money (\$X) that will be calculated by the Settlement Administrator so that that the amount of money allocated to the payment of timely and valid Class Member claims is as fully expended as permitted under the Court-approved distribution rules.

Example calculated payment amounts based upon a hypothetical base \$X amount of \$5.00 appear in the table below:

Qualifying Item	Ratio	Sample Calculation (if X=\$5.00)
Jersey <u>with</u> Proof of Purchase	3X	\$15.00
Shoes <u>with</u> Proof of Purchase	3X	\$15.00
Hat <u>with</u> Proof of Purchase	X	\$3.00
Jersey <u>without</u> Proof of Purchase	3X/2	\$7.50
Shoes <u>without</u> Proof of Purchase	3X/2	\$7.50
Hat <u>without</u> Proof of Purchase	X/2	\$2.50

4. What is the maximum number of items that can be included in a Claim Form?

A Class Member who files a valid claim without a Proof of Purchase is limited to claims for Eligible Purchase of no more than two items. A Class Member who files a valid claim accompanied by a Proof of Purchase is limited to claims for Eligible Purchase of no more than twelve items unless the Class Member submits evidence that the items were not purchased for re-sale and were not re-sold.

HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM

5. How can I get a payment?

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms may be filed online at www.xxxxxxxxxxxxxxxxxxxxxxxxxx.com or you may request a Claim Form by calling 1-8xx-xxx-xxxx.

6. How do I send in a claim?

The Claim Forms are simple and easy to complete.

The Claim Form requires that you provide:

- (1) identification of the type of item purchased (*e.g.*, jersey or hat or pair of shoes);
- (2) the name of the retailer (*e.g.*, store or website) from which the Eligible Purchase was made;
- (3) the Purchase Price for the item purchased and the date of the Eligible Purchase;
- (4) the identity of the NFL Club or Clubs (or other NFL entity) whose Intellectual Property is on the item purchased;
- (5) the name, address, and other relevant identifying information of the Person who made the Eligible Purchase;
- (6) your signature affirming that the information provided is true and correct.

Submitting copies of Proofs of Purchase is optional, but will likely increase the payment amount that a Class Member is eligible to receive, and is necessary in order to qualify for the larger recovery amount available to eligible claimants who provide a Proof of Purchase for their Eligible Purchases.

Please return a Claim Form if you think that you have a claim. Returning a Claim Form is the only way to receive a cash payment from this settlement.

The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim or may limit the payment you receive.

7. When is the Claim Form due?

If you mail your Claim Form, it must be postmarked or no later than [DATE].

If you submit your Claim Form on the settlement website at www.aaaaaaaaaaaaaaaaaaaaaaaaaaaa.com, it must be submitted no later than [DATE].

8. Who decides my claim?

The Claim Forms will be reviewed by an independent Settlement Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other persons listed in your Claim Form if it needs additional information or otherwise wants to verify information in your Claim Form. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel will present the claimant's request for review to the Court.

9. When would I get my payment?

The Court will hold a Final Fairness Hearing ("Fairness Hearing") at [TIME] on [DATE] in San Jose, California to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. If there are no appeals or other delays, you should be sent your cash payment in approximately 60 days after all of the processing and calculations related to the Claim Forms has been completed.

10. What if the fund is too large?

The Parties anticipate that the entire amount allocated to pay valid claims ("Class Payment Fund") will be distributed to authorized claimants. However, if all Class Members who file valid claims based on Eligible Purchases are allocated the maximum allowed recovery and additional funds remain, those remaining funds shall be used to increase distributions to Class Members who file valid claims on a proportional basis. However, for valid claims based on an Eligible Purchase accompanied by a Proof of Purchase, the total distribution per item shall not exceed the Purchase Price for the item, as reflected on the Proof of Purchase and reported on the Claim Form, and for valid claims based on an Eligible Purchase without a Proof of Purchase, the total distribution per item per item shall not exceed \$15.00 for a hat, \$45.00 for a jersey, and \$45.00 for a pair of shoes.

In the unlikely event that, after any increased distributions as described above, any funds remain in the Class Payment Fund, these funds will be distributed in a *cy pres* award to an organization dedicated to the protection of California consumers and will not be returned to the Defendants. An initial list of potential *cy pres* recipients is posted on the settlement website as Exhibit D to the Settlement Agreement. Class Members may nominate an organization to be a potential recipient of a *cy pres* award by sending an email to the Settlement Administrator at info@aaaaaaaaaaaaaaaaaaaa.com listing the name and contact information for the organization. Nominated organizations should be dedicated to the protection of California consumers, with

particular focus on likelihood of benefit (including indirect benefit) to Class Members in this settlement.

11. What happens if I do nothing at all?

You must timely return a valid Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

If you do not wish to be included in the Settlement Class, you must write to the Settlement Administrator at the address below stating a request to “opt out” or be “excluded” from the Settlement Class. In order to be effective, the request must be (a) signed by the person making the request and (b) postmarked on or before [DATE] and mailed to:

CALIFORNIA NFL APPAREL SETTLEMENT
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendants in the future.

If you have a pending lawsuit against any of the Defendants, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is [DATE].

THE LAWYERS REPRESENTING YOU

13. Do I have lawyers in this case?

The Court appointed The Katriel Law Firm and Krause Kalfayan Benink & Slavens LLP to represent you and other class members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys’ fees and expenses, as well as an “incentive” payment to the named plaintiff for his time and effort acting as plaintiff and for his willingness to bring this litigation and act on behalf of consumers as class representative. These awards, to the extent approved by the Court, will be paid from the Settlement Fund. The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement also will be paid out of the settlement fund.

The requests for attorneys’ fees, expenses, an incentive award, and settlement administration expenses shall not exceed \$2,375,000 in total. The Court will have discretion to approve the requests in whole or in part.

Class Counsel will file their motion for attorneys’ fees, reimbursement of costs and expenses, and award of any incentive award no later than [insert date] and, upon filing, that motion will be available for review on the Court’s

electronic docket or at the Clerk's Office. In addition, no later than [insert date], an electronic copy of Class Counsel's motion will be posted to, and available for viewing on, the settlement website.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To be valid, any objection must be made in writing, must be mailed to the Settlement Administrator at the address provided below, with copies to Class Counsel and Defense Counsel, postmarked no later than [DATE], and must include the following: (i) the name of this lawsuit; (ii) the objector's full name, address and telephone number; (iii) a signed declaration that the objector is a member of the Settlement Class and made an Eligible Purchase during the Class Period; (iv) the basis upon which the objector claims to be a member of the Settlement Class, including, for each Eligible Purchase, a Proof of Purchase, if any, and all information required by the Claim Form; (v) all grounds for the objection, accompanied by any legal and factual support (including copies of any documents relied upon); (vi) whether the objector is represented by counsel, and if so the identity of such counsel; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; (viii) the identity of any counsel who will appear at the Fairness Hearing on the objector's behalf; (ix) a list of any witnesses the objector wishes to call to testify, or any documents or exhibits the objector or the objector's counsel may use, at the Fairness Hearing; and (x) the objector's signature.

Any Class Member who fails to file a timely written objection and notice of his or her or its intent to appear at the Fairness Hearing shall not be permitted to object to the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement by appeal or other means. Mail your objection to the following addresses postmarked by [DATE]:

Settlement Administrator	Class Counsel	Defense Counsel
CALIFORNIA NFL APPAREL SETTLEMENT c/o Dahl Administration P.O. Box 3614 Minneapolis, MN 55403-0614	[ADDRESS]	[ADDRESS]

16. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

17. In return for these benefits, what am I giving up?

If the Court approves the proposed settlement and you do not request to be excluded from the Class, you must release (give up) all claims that are listed in Section 6.2 of the Settlement Agreement, and the case will be dismissed on the merits and with prejudice. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

THE FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Judge will hold a Final Approval Hearing (“Fairness Hearing”) at [TIME] on [DATE] at the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you postmark and mail your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing as described in Question 15 above. To do so, you must include with your objection a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; the identity of any counsel who will appear at the Fairness Hearing on the objector’s behalf; and a list of any witnesses the objector wishes to call to testify, or any documents or exhibits the objector or the objector’s counsel may use, at the Fairness Hearing.

Your objection, including any notice of intention to appear, must be postmarked no later than [DATE], and be mailed to the three addresses listed in Question 15 above.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Class Action Settlement Agreement. You can get a copy of the Class Action Settlement Agreement by writing to the Settlement Administrator or on the internet at www.aaaaaaaaaaaaaaaaaaaaaaaaaaaaa.com.

If you have questions about how to complete a Claim Form, you can call the Settlement Administrator at 1-8xx-xxx-xxxx.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

/s/ Edward J. Davila

BY ORDER OF THE U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DATED: [DATE]

**Must be received online or
postmarked if mailed
no later than
[DATE].**

CALIFORNIA NFL APPAREL SETTLEMENT
C/O DAHL ADMINISTRATION
PO BOX 3614
MINNEAPOLIS MN 55403-0614

Toll-Free: 1-8xx-xxx-xxx

Website: www.xxxxxxxxxxxxxxxxxxxxxx.com

This Claim Form has multiple pages. All Sections of the Claim Form must be completed.

You can also file a claim online at: WWW.XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.COM.

Claimant Name:

[illegible]**Street Address:**[illegible]

City:

[illegible]

State:

--	--

Zip Code:

--	--	--	--	--

Email:[illegible]

Preferred Phone Number:

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Section II – Eligible Purchases Included in this Settlement

You are a member of the Settlement Class if you made a purchase between October 25, 2008 and April 1, 2012 in California at retail for personal use and not for resale or for other commercial gain of a licensed jersey, hat, or pair of shoes bearing the Intellectual Property of the NFL and/or an NFL Team or Teams (“Eligible Purchase”). A purchase is made “in California” if (a) the purchaser was resident in the State of California at the time of purchase; (b) the purchaser was physically present in the State of California at the time of purchase; or (c) the item was purchased online for delivery to an address in the State of California.

A Class Member who files a valid claim without a Proof of Purchase is limited to claims for the Eligible Purchase of no more than two items. A Class Member who files a valid claim accompanied by a Proof of Purchase is limited to claims for Eligible Purchase of no more than twelve items unless the Class Member submits evidence that none of the items was purchased for re-sale or was re-sold.

[Please continue on the next page.]

Section III – Purchase and Product Information

Product Type (Jersey, Hat, or Shoes)	Retailer Name (Store or Website)	Purchase Price	Purchase Date (MM/DD/YY)	Name of NFL Team	Proof of Purchase Included? (Circle One)
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No
		\$	/ /		Yes or No

Notes: For additional Eligible Purchases, use an additional sheet. “Proof of Purchase” means a receipt, sales slip, order confirmation e-mail or other item associated with a particular item of merchandise that (i) identifies the item of merchandise, (ii) provides evidence of the actual purchase of such item at retail during the Class Period, and (ii) shows the Purchase Price of such item.

Section IV – Required Affirmation

With my signature below I affirm under penalty of perjury that the information in this Claim Form and any attached Proofs of Purchase is true and correct to the best of my knowledge, and that I made the Eligible Purchases claimed above in California during the Class Period of October 25, 2008 through April 1, 2012 for personal use and not for resale or for other commercial gain.

SIGNATURE: _____ DATE: _____

IF, IN SECTION III, YOU ITEMIZED MORE THAN 12 ITEMS THAT WERE ACCOMPANIED BY A PROOF OF PURCHASE, FILL OUT THIS SECTION: With my signature below, I hereby affirm under penalty of perjury that each of the items I listed in Section III of this Claim Form that are accompanied by an attached Proof of Purchase were purchased by me not for resale or any commercial purpose. Specifically, the items were purchased for the following reasons or purpose:_____

(attach additional paper if necessary)

SIGNATURE: _____ DATE: _____

[Please continue on the next page.]

Note: *The Settlement Administrator has the right to request verification or more information regarding the claimed Eligible Purchases for purposes of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or information to substantiate the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.*

**All Claim Forms must be postmarked if mailed or electronically submitted online
by [DATE] to:**

**California NFL Apparel Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614**

www.abcdefghijklmnopqrstuvwxyz.com

Exhibit B
Opt-Out Provisions

EXHIBIT FILED UNDER SEAL

* * *

Exhibit C
Form of Preliminary Approval Order

Roy A. Katriel (SBN 265463)
THE KATRIEL LAW FIRM
4225 Executive Square, Suite 600
La Jolla, California 92037

Telephone: (858) 350-4342
Facsimile: (858) 430-3719
E-mail: rak@katriellaw.com

Attorney for Michael Villa

[additional counsel listed on signature page]

Sonya D. Winner (SBN 200348)
COVINGTON & BURLING LLP
One Front Street
San Francisco, CA 94111
Telephone: (415) 591-6000
Facsimile: (415) 591-6091
E-mail: SWinner@cov.com

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*Attorneys for the NFL, NFL Properties,
and the Individual NFL Clubs*

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Facsimile: (312) 322-0056
E-mail: thardwicke@ggulaw.com
E-mail: kwalton@ggulaw.com

Attorneys for Reebok International Ltd.

[additional counsel listed on signature page]

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

MICHAEL VILLA, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

SAN FRANCISCO FORTY NINERS, LTD., et
al.,

Defendants.

Case No.: 5:12-cv-5481 EJD

**PROPOSED PRELIMINARY APPROVAL
ORDER**

Judge: Hon. Edward J. Davila

Defendants the National Football League (“NFL”) the NFL Club Defendants, NFL Properties, Inc. (“NFLP”) and Reebok International Ltd. (“Reebok”) (collectively “Defendants”) and plaintiff Michael Villa (“Plaintiff”) have entered into a Class Action Settlement Agreement (“Settlement Agreement”) to settle this Action and Plaintiff has filed a Motion for Preliminary Approval (“Motion for Preliminary Approval”). The Settlement Agreement, the exhibits thereto and the exhibits to the Motion for Preliminary Approval, set forth the terms and conditions for a proposed settlement, release, and dismissal with prejudice of this Action.

Having reviewed the Settlement Agreement and its exhibits, the Motion for Preliminary Approval and its exhibits, the pleadings and other papers on file in this action, and statements of counsel, the Court finds that the Motion for Preliminary Approval should be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in this Preliminary Approval Order and not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Settlement Agreement subject to the Fairness Hearing for purposes of deciding whether to enter the Final Approval Order and Final Judgment.
2. For settlement purposes only, the Court conditionally certifies the following Settlement Class:

All Persons nationwide who made an Eligible Purchase except for the Excluded Persons. The term “Eligible Purchase” means a purchase made in California at retail for personal use and not for resale or for other commercial gain, during the Class Period, of a licensed jersey, hat, or pair of shoes bearing the Intellectual Property of the NFL, NFLP and/or an NFL Club or Clubs. A purchase shall be deemed “made in California” if (a) the purchaser was resident in the State of California at the time of purchase; (b) the purchaser was physically present in the State of California at the time of purchase; or (c) the item was purchased online for delivery to an address in the State of California.

3. Specifically excluded from the Settlement Class are the following Excluded Persons:
 - (a) the Settlement Administrator; (b) the Mediator; (c) any parent, subsidiary, or affiliate or any of the Defendants and their respective officers, directors, agents, or employees as of the date of filing of

1 the Action; (d) any judge presiding over the Action and his or her immediate family members; and
2 (e) Persons who timely opt out of the Settlement Class by requesting exclusion pursuant to the
3 Settlement Agreement.

4 4. For settlement purposes only, conditional class certification is appropriate here because
5 the Court provisionally finds that all four requirements of Rule 23(a) are met and the action also satisfies
6 the requirements of Rule 23(b), as follows:

- 7 a. The proposed class is comprised of many thousands of purchasers of NFL apparel in
8 California. Thus, “[t]he class is so numerous that joinder of all members is impractical.”
9 *See* Fed. R. Civ. P. 23(a)(1).
- 10 b. In the context of the proposed settlement, there are questions of law or fact common to
11 class members, *see* Fed. R. Civ. P. 23(a)(2), because the class members’ claims arise
12 from the same allegedly anticompetitive conduct by defendants, allegedly resulting in
13 increased prices for certain kinds of NFL-licensed apparel. Furthermore, in the
14 settlement context these common questions predominate over any questions affecting
15 only individual members, and the proposed class action settlement is superior to other
16 available methods of adjudication because it allows for efficient resolution of these
17 common issues without unnecessary duplication of litigation. *See* Fed. R. Civ.
18 P. 23(b)(3).
- 19 c. Plaintiffs’ claims are typical of those of the putative class he seeks to represent. *See* Fed.
20 R. Civ. P. 23(a)(3). The plaintiff purchased NFL apparel whose price allegedly was
21 increased by defendants’ alleged conduct. Plaintiff’s representation of the Settlement
22 Class is appropriate because he seeks similar damages to those asserted by the class
23 members, allegedly flowing from defendants’ allegedly anticompetitive conduct and
24 proposes to settle his claims on the same basis as that of other class members.
- 25 d. Plaintiff and his counsel will fairly and adequately protect the interests of the class. *See*
26 Fed. R. Civ. P. 23(a)(4). To determine if representation is adequate, the Court must ask
27 “(1) do the named plaintiffs and their counsel have any conflicts of interest with other
28 class members and (2) will the named plaintiffs and their counsel prosecute the action

1 vigorously on behalf of the class?” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th
 2 Cir.1998). Plaintiff’s interests are representative of and consistent with the interests of
 3 the proposed Settlement Class—all stand to recover antitrust damages for defendants’
 4 allegedly anticompetitive conduct. Also, Plaintiff’s active participation in this litigation
 5 demonstrates that he has and will continue to protect the interests of the proposed
 6 Settlement Class. Further, proposed Class Counsel are qualified to pursue litigation of
 7 this size, complexity, and scope.

8 5. Accordingly, for settlement purposes only, the proposed class will be conditionally
 9 certified, the Court preliminarily appoints the Plaintiff as the Class Representative, and the Court
 10 preliminarily appoints the following attorneys to act as Class Counsel for the Settlement Class:

11 Roy A. Katriel (SBN 265463)	Ralph B. Kalfayan (SBN 133464)
12 THE KATRIEL LAW FIRM	KRAUSE KALFAYAN BENINK
4225 Executive Square, Suite 600	& SLAVENS LLP
La Jolla, CA 92037	550 West C Street, Suite 530
13 Telephone: (858) 242-5642	San Diego, CA 92101
Facsimile: (858) 430-3719	Telephone: (619) 232-0331
14 E-mail: rak@katriellaw.com	Facsimile: (619) 232-4019
	15 E-mail: ralph@kkbs-law.com

16 6. The Court expressly reserves the right to determine, should the occasion arise, whether
 17 Plaintiff’s proposed claims may be certified as a class action for purposes other than settlement, and
 18 Defendants hereby retain all rights to assert that Plaintiff’s proposed claims may not be certified as a
 19 class action except for settlement purposes.

20 7. The Court finds that the proposed Settlement is sufficiently fair, reasonable, and adequate
 21 to warrant providing notice to the Settlement Class. The Settlement preliminarily appears fair, non-
 22 collusive and within the range of possible final approval. This determination permitting notice to the
 23 Settlement Class is not a final finding, but a determination that there is probable cause to submit the
 24 proposed Settlement Agreement to the Settlement Class and to hold a Fairness Hearing to consider the
 25 fairness, reasonableness, and adequacy of the proposed Settlement.

26 8. The Court schedules a Fairness Hearing on final approval of the Settlement and
 27 Settlement Agreement to consider the fairness, reasonableness, and adequacy of the proposed Settlement
 28 and whether it should be finally approved by the Court, as well as whether to grant any motion for award

1 of attorneys' fees, reimbursement of costs and expenses, and incentive awards that may be filed by Class
2 Counsel pursuant to the terms of the Settlement Agreement, such Fairness Hearing to take place on ____,
3 201__, at ____ a.m./p.m.

4 9. The Court appoints Dahl Administration, LLC to serve as Settlement Administrator and
5 to provide the Settlement Administrator services set forth in and contemplated by the Settlement
6 Agreement.

7 10. The Court approves the Notice Plan, the content of which is without material alteration
8 from Attachment ____ to Exhibit ____ to the Declaration of ____ and directs the Settlement Administrator
9 to publish Notice in accordance with the Notice Plan provided for in the Declaration of ____.

10 11. The Court finds the Notice Plan implemented pursuant to the Settlement Agreement (a) is
11 the best practicable notice, (b) is reasonably calculated, under the circumstances, to apprise the
12 Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves
13 from the proposed settlement, (c) is reasonable and constitutes due, adequate and sufficient notice to all
14 persons entitled to receive notice, and (d) meets all requirements of applicable law.

15 12. The Court orders the Settlement Administrator to file proof of compliance with the
16 Notice Plan at or before the Fairness Hearing.

17 13. The Court approves the Claim Form, the content of which is without material alteration
18 from Exhibit ____ to [the Motion for Preliminary Approval], and directs that the Claim Form be available
19 for request (either by letter or telephone) from the Settlement Administrator and downloadable from the
20 Settlement Website.

21 14. The Court orders that any members of the Settlement Class who wish to receive benefits
22 under the Settlement must sign and return a complete and timely Claim Form in compliance with the
23 process set forth in the Settlement Agreement no later than [seventy-five (75) days] after the Notice
24 Date. Any members of the Settlement Class who do not submit a complete, timely, and valid Claim
25 Form in compliance with the Settlement Agreement shall not be entitled to any benefits under the
26 Settlement, but nonetheless shall be barred by the Release provisions of the Settlement Agreement and
27 the Final Order and Final Judgment.
28

1 15. The Court approves the creation and maintenance of the Settlement Website that shall
2 include, at a minimum, downloadable copies of the Class Notice, Claim Form, and Settlement
3 Agreement and shall be maintained in accordance with terms of the Settlement Agreement.

4 16. The Court orders any members of the Settlement Class who wish to exclude themselves
5 from the Settlement Class to submit appropriate, timely requests for exclusion in accordance with the
6 procedures outlined in the Settlement Agreement and Class Notice, postmarked no later than [sixty (60)
7 days] after the Notice Date, or as the Court may otherwise direct, and sent to the Settlement
8 Administrator at the address on the Class Notice.

9 17. The Court orders that any member of the Settlement Class who does not submit a timely,
10 written request for exclusion from the Settlement Class (*i.e.*, become an Opt-Out) on or before [sixty
11 (60) days] after the Notice Date will be bound by all proceedings, orders and judgments in the Action,
12 even if such member of the Settlement Class has previously initiated or subsequently initiates individual
13 litigation or other proceedings encompassed by the Release.

14 18. The Court orders that any Settlement Class Member who does not become an Opt-Out
15 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or Settlement
16 Agreement shall file with the Court and serve on Class Counsel and Defendants' Counsel no later than
17 [sixty (60) days] after the Notice Date, or as the Court may otherwise direct, a statement of the objection
18 signed by the Settlement Class Member containing all of the following information:

19 (a) the name of the Action; (b) the objector's full name, address and telephone number; (c) a
20 signed declaration that the objector is a member of the Settlement Class and made an Eligible Purchase
21 during the Class Period; (d) the basis upon which the objector claims to be a member of the Settlement
22 Class, including, for each Eligible Purchase, a Proof of Purchase, if any, and all information required by
23 the Claim Form; (e) all grounds for the objection, accompanied by any legal and factual support
24 (including copies of any documents relied upon); (f) whether the objector is represented by counsel, and
25 if so the identity of such counsel; (g) a statement confirming whether the objector intends to personally
26 appear and/or testify at the Fairness Hearing; (h) the identity of any counsel who will appear at the
27 Fairness Hearing on the objector's behalf; (i) a list of any witnesses the objector wishes to call to testify,
28

1 or any documents or exhibits the objector or the objector's counsel may use, at the Fairness Hearing; and
2 (j) the objector's signature.

3 19. The Court orders that any response to an objection shall be filed with the Court no later
4 than [seven (7) days] prior to the Fairness Hearing.

5 20. The Court orders that any member of the Settlement Class who does not file a timely
6 written objection to the Settlement or who fails otherwise to comply with the requirements of Paragraph
7 8.4 of the Settlement Agreement shall be foreclosed from seeking any adjudication or review of the
8 Settlement by appeal or by any other means.

9 21. The Court orders that any attorney hired by a member of the Settlement Class for the
10 purpose of objecting to the proposed Settlement, the Attorneys' Fee Award, or the Incentive Award and
11 who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator,
12 Class Counsel, and Defendants' Counsel and to file with the Clerk of the Court a notice of intention to
13 appear no later than [60 (sixty) days] after the Notice Date or as the Court may otherwise direct.
14 Counsel who do not adhere to these requirements will not be heard at the Fairness Hearing.

15 22. The Court directs the Settlement Administrator to establish a post office box in the name
16 of the Settlement Administrator to be used for receiving requests for exclusion, and any other
17 communications, and providing that only the Settlement Administrator, Class Counsel, Defendants'
18 Counsel, the Court, the Clerk of the Court and their designated agents shall have access to this post
19 office box, except as otherwise provided in the Settlement Agreement.

20 23. The Court directs that Class Counsel shall file their applications for the Attorneys' Fee
21 Award and Named Plaintiffs' Incentive Award no later than [twenty-eight (28) days] after the Notice
22 Date in accordance with the terms set forth in Paragraph 12 of the Settlement Agreement. An electronic
23 copy of the application shall be posted on the settlement website [within two (2) business days] after its
24 filing on the Court's electronic docket.

25 24. The Court orders the Settlement Administrator to provide the Opt-Out List to Class
26 Counsel and Defendants' Counsel no later than five (5) days after the Objection/Exclusion Deadline,
27 and then file with the Court the Opt-Out List with an affidavit attesting to the completeness and
28 accuracy thereof no later than five (5) days thereafter or on such other date as the Parties may direct.

1 25. The Court preliminary enjoins all members of the Settlement Class unless and until they
2 have timely excluded themselves from the Settlement Class from (a) filing, commencing, prosecuting,
3 intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or
4 administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or
5 arising out of the claims and causes of action or the facts and circumstances giving rise to the Action
6 and/or the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative,
7 regulatory, arbitration, or other proceeding as a class action on behalf of any member of the Settlement
8 Class who has not timely excluded himself or herself (including by seeking to amend a pending
9 complaint to include class allegations or seeking class certification in a pending action), based on,
10 relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to
11 the Action and/or the Released Claims; and (c) attempting to effect Opt-Outs of a class of individuals in
12 any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising
13 out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the
14 Released Claims. Any person or entity who knowingly violates such injunction shall pay the attorneys'
15 fees and costs incurred by Defendants and/or any other Released Person and Class Counsel as a result of
16 the violation. The Settlement Agreement is not intended to prevent members of the Settlement Class
17 from participating in any action or investigation initiated by a state or federal agency.

18 26. The Court reserves the right to adjourn or continue the Fairness Hearing, or any further
19 adjournment or continuance thereof, without further notice other than announcement at the Fairness
20 Hearing or at any adjournment or continuance thereof, and to approve the Settlement with modifications,
21 if any, consented to by the Class Counsel and Defendants' Counsel without further notice.

22 27. All pretrial proceedings in the Action are stayed and suspended until further order of this
23 Court.

24 28. In the event that the Settlement Agreement is terminated pursuant to its terms or is not
25 approved in all material respects by the Court, or such approval is reversed, vacated *nunc pro tunc*, or
26 modified in any material respect by the Court or by any other court, the certification of the Settlement
27 Class shall be deemed vacated, the Action shall proceed as if the Settlement Class had never been
28 certified, and no reference to the Settlement Class, the Settlement Agreement, or any documents,

1 communications, or negotiations related in any way thereto shall be made for any purpose in the Action
2 or in any other action or proceeding.

3 29. Neither the Settlement Agreement, nor any of its provisions, nor any of the documents
4 (including but not limited to drafts of the Settlement Agreement, this Preliminary Approval Order, or the
5 Final Order and Judgment), negotiations, or proceedings relating in any way to the Settlement, shall be
6 construed as or deemed to be evidence of an admission or concession by any person, including
7 Defendants, and shall not be offered or received in evidence, or subject to discovery, in this or any other
8 action or proceeding except in an action brought to enforce its terms or except as may be required by
9 law or Court order.

10
11 **Dated:** _____, 2016

12 **Hon. Edward J. Davila**

13 **United States District Judge**
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Exhibit D
Initial List of Potential Cy Pres Recipients

California Consumer Protection Foundation
Consumer Watchdog

* * *