

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

GEOFFREY PECOVER and ANDREW)
OWENS, on behalf of themselves and a class of)
person similarly situated,)

Plaintiffs,)

v.)

ELECTRONIC ARTS INC., a Delaware)
Corporation,)

Defendant.)

No. 08-cv-02820 CW

ORDER GRANTING CLASS
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

ACTION FILED: June 5, 2008

1 WHEREAS Plaintiffs Geoffrey Pecover and Andrew Owens (“Named Plaintiffs”), on
2 behalf of themselves and of the proposed stipulated settlement class (“Settlement Class”), and
3 Defendant Electronic Arts Inc. (“EA”) have agreed, subject to Court approval following notice to
4 the Settlement Class and a hearing, to settle the above-captioned matter (“Lawsuit”) upon the terms
5 set forth in the Stipulation and Agreement of Class Action Settlement and Release (“Settlement
6 Agreement”);

7 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered into
8 among the parties, together with all exhibits thereto, the record in this case, and the briefs and
9 arguments of counsel;

10 WHEREAS, Plaintiffs have applied for an order granting preliminary approval of the
11 Settlement Agreement;

12 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action
13 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

14 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in
15 the Settlement Agreement;

16 NOW, THEREFORE, IT IS HEREBY ORDERED:

17 1. The Court does hereby preliminarily approve the Settlement Agreement and the
18 settlement set forth therein, subject to further consideration at the Fairness Hearing described
19 below.

20 2. A hearing (the “Fairness Hearing”) shall be held before this Court on February 7,
21 2013 at 2:00 p.m., at the United States District Court, located at 1301 Clay Street, Oakland,
22 California, in Courtroom 4, to determine whether to approve certification of the class for settlement
23 purposes; whether the proposed settlement of the Lawsuit on the terms and conditions provided for
24 in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class and should be
25 approved by the Court; whether a final judgment should be entered herein; whether the proposed
26 plan of allocation should be approved; and to determine the amount of fees and expenses that
27 should be awarded to Class Counsel. The Court may change the day of the Fairness Hearing

1 without further notice to the members of the Settlement Class. If the date and time of the Fairness
2 Hearing is changed, the new date and time will be posted by the parties at
3 www.easportslitigation.com.

4 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
5 certifies, for purposes of effectuating this settlement, a Settlement Class of persons in the United
6 States who purchased EA's *Madden NFL, NCAA Football* or *Arena Football League* brand
7 interactive football software, excluding software for mobile devices, with a release date of January
8 1, 2005 to June 21, 2012. The Class Period is defined to mean January 1, 2005 to June 21, 2012.
9 Excluded from the Settlement Class are (i) persons purchasing directly from EA; (ii) persons
10 purchasing used copies of the relevant software, and (iii) EA's employees, officers, directors, legal
11 representatives, and wholly or partly owned subsidiaries or affiliated companies. Also excluded
12 from the Settlement Class are (i) those persons who timely and validly request exclusion from the
13 Settlement Class pursuant to the Class Notice detailed in paragraphs 7 and 8 of this Order, and (ii)
14 any class members who previously filed a timely request for exclusion on or prior to June 25, 2011,
15 and were included on the class member exclusion list filed with the Court on July 25, 2011.

16 4. The Court designates Geoffrey Pecover and Andrew Owens as the class
17 representatives for the Settlement Class.

18 5. The Court designates the following as Class Counsel for the Settlement Class:
19 Hagens Berman Sobol Shapiro LLP and The Paynter Law Firm PLLC.

20 6. The Court preliminarily finds that, for purposes of effectuating this settlement only,
21 the Settlement Class meets the Rule 23 requirements for a settlement class.

22 7. The Court approves for publication, as to form and content, the amended proposed
23 notice of the class action, the proposed settlement agreement and final fairness hearing (the "Long-
24 Form Notice"), the proposed Postcard Notice and the amended proposed summary notice for
25 publication, annexed as Exhibits A, B and C hereto.¹ The Court further finds that the electronic

26 ¹ At the Court's instruction, Class Counsel submitted amended versions of the proposed Order,
27 the proposed Long-Form Notice and the proposed summary notice. The Court has further
28 modified the proposed Order and paragraphs seventeen and twenty of the amended proposed
Long-Form Notice and attaches the approved form hereto as Exhibit A.

1 mailing and distribution of the Long-Form Notice, the regular mailing of the Postcard Notice to
2 those individuals with known physical mail addresses for whom a valid email address is not
3 available, the publishing of a content-neutral settlement website, summary publication in the
4 national edition of the *USA Today*, and an online campaign consisting of sponsored links on major
5 search engines, substantially in the manner and form set forth in paragraph 8 of this Order, meet
6 the requirements of Federal Rule of Civil Procedure 23 and due process, and are the best notice
7 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
8 entitled thereto.

9 8. The Court appoints the firm of Gilardi & Co. LLC (“Notice and Claims
10 Administrator”) to supervise and administer the notice procedure as well as the processing of
11 claims as more fully set forth below:

12 a. Not later than October 19, 2012, the Notice and Claims Administrator shall
13 begin the online notice campaign, including the display advertising, sponsored links, content
14 advertising and social network advertising, in addition to a case website at
15 www.easportslitigation.com;

16 b. Not later than October 19, 2012, the Notice and Claims Administrator shall
17 cause a copy of the Long-Form Notice, substantially in the form annexed as Exhibit A, to be
18 electronically mailed to all Settlement Class members who can be identified with reasonable effort;

19 c. Not later than October 19, 2012, the Notice and Claims Administrator shall
20 cause the Long-Form Notice, substantially in the form annexed as Exhibit A, the full text of the
21 Settlement Agreement, the Preliminary Approval Order, and the Claim Form, in both an electronic
22 fillable form and in a format that may be downloaded and/or printed, to be published on a public
23 website, located at www.easportslitigation.com;

24 d. Not later than October 29, 2012, the Notice and Claims Administrator shall
25 cause the Postcard Notice, substantially in the form annexed as Exhibit B, to be delivered by
26 regular U.S. mail to those Settlement Class members with known physical mail addresses for
27 whom a valid email address is not available;

1 e. Not later than November 5, 2012, the Notice and Claims Administrator shall
2 cause summary notice to be published in the designated newspapers, as provided in the Declaration
3 of Daniel Burke re Dissemination of Class Notice, substantially in the form annexed as Exhibit C;

4 9. All members of the Settlement Class shall be bound by all determinations and
5 judgments in the Lawsuit concerning the settlement, whether favorable or unfavorable to the
6 Settlement Class.

7 10. Class Counsel shall file their motion for attorney fees, costs, and incentive awards
8 for the class representatives, and all supporting documentation and papers, not later than November
9 26, 2012. Class Counsel shall cause a copy of these documents to be posted at
10 www.easportslitigation.com no later than November 26, 2012.

11 11. Any member of the Settlement Class who desires to receive a monetary distribution
12 from the Settlement Fund must submit a completed Claim Form, either electronically through the
13 website described in paragraph 8(b) of this Order or by first class mail to:

14 Electronic Arts Settlement
15 c/o Gilardi & Co. LLC
16 P.O. Box 808054
Petaluma CA 94975-8054

17 All claims must be submitted, whether electronically or by first class mail, not later than March 5,
18 2013. Any member of the Settlement Class who does not submit his or her claim in the manner
19 provided shall be deemed to have waived such claim and any right to receive a monetary
20 distribution from the Settlement Fund.

21 12. All Settlement Class Members will be bound by the final Judgment dismissing the
22 Lawsuit with prejudice unless such Settlement Class Members timely file a valid written request
23 for exclusion or opt out in accordance with the Settlement Agreement.

24 13. Any person who desires to request exclusion from the Settlement Class shall do so
25 by December 10, 2012. All persons who submit valid and timely requests for exclusion in the
26 manner set forth in the Long-Form Notice shall have no rights under the Settlement Agreement,
27

1 shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement
2 Agreement or the Judgment entered in the Lawsuit.

3 14. Any member of the Settlement Class may enter an appearance in the Lawsuit, at his
4 or her own expense, individually or through counsel of his or her own choice. If the member does
5 not enter an appearance, he or she will be represented by Class Counsel.

6 15. Any member of the Settlement Class may appear and show cause, if he or she has
7 any reason, why the proposed settlement of the Lawsuit should or should not be approved as fair,
8 reasonable and adequate; why a judgment should or should not be entered thereon; why the plan of
9 allocation should or should not be approved; or why attorney's fees and expenses should or should
10 not be awarded to Class Counsel; provided, however, that no member of the Settlement Class or
11 any other person shall be heard or entitled to contest the approval of the terms and conditions of the
12 proposed settlement, or, if approved, the judgment to be entered thereon providing the same, or the
13 order approving the plan of allocation, or the attorney's fees and expenses to be awarded to Class
14 Counsel, unless that person has filed with the Court and sent by first class mail to Class Counsel at
15 the addresses below written objections and copies of any papers and briefs, including, if the person
16 wishes to appear and be heard at the Fairness Hearing, a notice of intent to do so, such that they are
17 postmarked by December 10, 2012:

Court	Class Counsel
<i>Pecover, et al. v. Electronic Arts Inc.</i> Case No. 08-cv-02820 CW United States District Court, Northern District of California 1301 Clay Street, Oakland, CA 94612	Shana Scarlett Hagens Berman Sobol Shapiro LLP 715 Hearst Ave., Suite 202 Berkeley, CA 94710

18
19
20
21
22 Any member of the Settlement Class who does not make his or her objection in the manner
23 provided shall be deemed to have waived such objection and shall forever be foreclosed from
24 making any objection to the fairness or adequacy of the proposed settlement as set forth in the
25 Settlement Agreement, to the plan of allocation, or to the award of attorney's fees and expenses to
26 Class Counsel, unless otherwise ordered by the Court.
27

1 16. All papers in support of the settlement and responses by Class Counsel regarding
2 objections and exclusions shall be filed and served by January 3, 2013.

3 17. At or after the Fairness Hearing, the Court shall determine whether the settlement
4 and any application for attorney's fees and expenses shall be approved.

5 18. All reasonable expenses incurred in identifying and notifying members of the
6 Settlement Classes, as well as administering the Settlement Fund, shall be paid for as set forth in
7 the Settlement Agreement.

8 19. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
9 negotiations or proceedings connected with it, shall be construed as an admission or concession by
10 Plaintiffs or Defendant, respectively, of the truth or falsity of any of the allegations in the Lawsuit,
11 or of any liability, fault or wrongdoing of any kind.

12 20. All members of the Settlement Class are temporarily barred and enjoined from
13 instituting or continuing the prosecution of any action asserting the claims released in the proposed
14 settlement, until the Court enters final judgment with respect to the fairness, reasonableness, and
15 adequacy of the settlement.

16 21. The Court reserves the right to adjourn the date of the Fairness Hearing without
17 further notice to the members of the Settlement Class, and retains jurisdiction to consider all further
18 applications arising out of or connected with the proposed settlement. The Court may approve the
19 settlement, with such modifications as may be agreed to by the settling parties, if appropriate,
20 without further notice to the Settlement Class.

21
22 IT IS SO ORDERED.

23 DATED: 10/5/2012



THE HONORABLE CLAUDIA WILKEN
UNITED STATES DISTRICT COURT JUDGE

24
25
26 Submitted by:
27 Dated: October 2, 2012

1 HAGENS BERMAN SOBOL SHAPIRO LLP

2 By /s/ Steve W. Berman
3 STEVE W. BERMAN

4 1918 Eighth Avenue, Suite 3300
5 Seattle, WA 98101
6 Telephone: (206) 623-7292
7 Facsimile: (206) 623-0594
8 steve@hbsslaw.com

9 Jeff D. Friedman (173886)
10 Shana E. Scarlett (217895)
11 HAGENS BERMAN SOBOL SHAPIRO LLP
12 715 Hearst Avenue, Suite 202
13 Berkeley, California 94710
14 Telephone: (510) 725-3000
15 Facsimile: (510) 725-3001
16 jefff@hbsslaw.com
17 shanas@hbsslaw.com

18 Stuart M. Paynter (226147)
19 THE PAYNTER LAW FIRM PLLC
20 1200 G Street N.W., Suite 800
21 Washington, DC 20005
22 Telephone: (202) 626-4486
23 Facsimile: (866) 734-0622
24 stuart@smplegal.com

25 Class Counsel

Notice of Proposed Settlement of Class Action
United States Federal District Court for the Northern District of California
1301 Clay Street, Oakland, CA 94612

IF YOU ARE IN THE UNITED STATES AND BOUGHT A NEW COPY OF AN ELECTRONIC ARTS' MADDEN NFL, NCAA FOOTBALL, OR ARENA FOOTBALL VIDEOGAME FOR XBOX, XBOX 360, PLAYSTATION 2, PLAYSTATION 3, GAMECUBE, PC, OR WII, WITH A RELEASE DATE OF JANUARY 1, 2005 TO JUNE 21, 2012, YOUR RIGHTS MAY BE AFFECTED.

Para ver este aviso en español, visita www.easportslitigation.com

- Customers of Electronic Arts Inc. have filed a class action lawsuit alleging that Electronic Arts violated their rights under federal and California law.
- The Court has allowed the lawsuit to be a class action on behalf of all persons in the United States who purchased a new copy of an Electronic Arts' *Madden NFL*, *NCAA Football*, or *Arena Football* videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012.
- Electronic Arts has denied any liability and all allegations of misconduct. The Court has not decided whether the Plaintiffs' claims have any merit. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM BY MARCH 5, 2013	Stay in this lawsuit. Submit a Claim Form. Await the outcome. If the Settlement is approved by the Court you may be eligible for a payment of money under the Settlement. Be bound by the result. By submitting a Claim Form you keep the possibility of getting money or benefits that may come from the Settlement. But you give up any rights to sue Electronic Arts separately about the same legal claims in this lawsuit. If you do not file a Claim Form before March 5, 2013, you give up your right to get money from the Settlement if it is approved by the Court. You may file a claim online at www.easportslitigation.com .
SUBMIT AN OBJECTION BY DECEMBER 10, 2012	Object to the Settlement. Stay in the lawsuit, but submit an objection. By objecting to the Settlement you give up your right to be excluded from the Settlement and your right to file your own action. If you object to the Settlement, you may ask a lawyer to represent you at your own cost.
ASK TO BE EXCLUDED BY DECEMBER 10, 2012	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded and money or benefits are later awarded, you won't share in those. But you keep your right to sue Electronic Arts separately about the same legal claims in this lawsuit.

Basic Information

1. What is this notice about?

This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you and that there is a settlement pending in the case. You have legal rights and options in this action. This class action lawsuit is known as *Pecover v. Electronic Arts*, No. 08-cv-02820 CW. It is pending in the United States Federal District Court for the Northern District of California, located in Oakland, California.

2. What is this lawsuit about?

The lawsuit claims that Electronic Arts violated federal and California antitrust laws, as well as California consumer protection laws, by signing exclusive licensing agreements with the Arena Football League (“AFL”), the Collegiate Licensing Company (“CLC”) (on behalf of the National Collegiate Athletic Association (“NCAA”)), the National Football League (“NFL”), the National Football League Players Association (“NFLPA”) and ESPN. The lawsuit claims that these agreements gave Electronic Arts a monopoly over an alleged market for league-branded, simulation football videogames, and allowed it to charge higher prices than it would have in a competitive environment. The suit seeks to recover monetary damages and restitution, as well as injunctive relief.

Electronic Arts denies Plaintiffs’ allegations. Electronic Arts asserts that (i) there is no such thing as a discreet “market” for league-branded, simulation football videogames; (ii) the NFL and its Players’ Association, the NCAA, and other licensors asked Electronic Arts and other game publishers to bid for the rights to make videogames using their trademarks and other intellectual property rights; (iii) EA did so and was awarded certain rights to make videogames using these licensors’ trademarks and other intellectual property rights; (iv) it is not illegal to bid on trademark licenses, exclusive or otherwise, that intellectual property owners choose to offer, (v) exclusive trademark licenses are commonplace and widely accepted in commerce and under the law as one legitimate way for an intellectual property rights holder to maximize the value of its property, (vi) the conduct challenged by Plaintiffs has not injured consumers, and (vii) Electronic Arts has never charged supra-competitive prices for its videogames.

The Court has not decided whether Electronic Arts did anything wrong, and this Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party to this litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people (in this case Geoffrey Pecover and Andrew Owens) have sued on behalf of other people (called “Class Members”) who have similar claims. One court resolves the issues for everyone – except for those people who choose to exclude themselves from the class. The company sued in this case, Electronic Arts, is called the Defendant.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit and the Settlement, if approved, can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Preliminary Approval Order, available at www.easportslitigation.com.

The Claims in the Lawsuit

5. What are the Plaintiffs’ claims in the lawsuit?

In the lawsuit, the Plaintiffs claim that Electronic Arts’ exclusive licensing agreements violate various federal and California laws. You can read the Plaintiffs’ First Amended Complaint, filed in *Pecover v. Electronic Arts*, No. 08-cv-02820 CW, dated May 9, 2011, at www.easportslitigation.com.

6. How does Electronic Arts answer?

Electronic Arts denies any wrongdoing and denies the Plaintiffs' allegations. Electronic Arts contends that the exclusive licensing agreements are legal and proper, and that it never overcharged consumers for the videogames at issue. Additional information regarding Electronic Arts' position is set out above (see "What is this lawsuit about?").

7. Has the Court decided who is right?

The Court has not decided whether Electronic Arts is correct, or whether Plaintiffs are correct. By issuing this Notice, the Court is not suggesting that the Plaintiffs would have won or lost this case. This Notice is to inform you about the Settlement and that you must make a decision about it.

The Proposed Settlement

8. What are the terms of the Settlement?

The Settlement provides that Electronic Arts will pay \$27 million into a fund that will include money for Settlement Class Members to be provided for timely and valid claims as detailed below in paragraph 9, after deducting payment for the costs of administering the Settlement, including the costs of this notice, attorneys' fees, costs of the litigation and any payments allowed by the Court to the named Plaintiffs, known as the "class representatives." This money is referred to here as the "Common Fund."

Additionally, the Settlement provides that Electronic Arts will not enter into an exclusive trademark license with the AFL for five years from the date of approval of the Settlement; and that Electronic Arts will not renew its current collegiate football trademark license with the CLC on an exclusive basis for five years after it expires in 2014; and that Electronic Arts will not seek any new exclusive trademark license for the purpose of making football videogames with the CLC, the NCAA, or any NCAA member institution covered by the current exclusive license for five years after the expiration of the current CLC agreement. You can read more about the Settlement at www.easportslitigation.com.

The Settlement will release claims that consumers may have against Electronic Arts relating to the exclusive agreements, and any resulting overcharge for football videogames, for the period of time from January 1, 2005 to June 21, 2012, unless an individual excludes himself or herself from the Settlement. Specifically, the Settlement will release and forever discharge the claims that were pled or could have been pled in the *Pecover v. Electronic Arts* case. You can read more about the scope of the release and the released claims at www.easportslitigation.com.

9. How much will my payment be?

If approved by the Court, payments will be made to Settlement Class Members who submit timely and valid claims out of the net proceeds of the Settlement (the amount available after deducting payment of the costs of administering the Settlement, including the costs of this notice, attorneys' fees, costs of the litigation, and any payments allowed by the Court to the named Plaintiffs) based on the type and number of videogames purchased by a Settlement Class Member.

If you are an eligible Settlement Class Member, your share of the net proceeds of the Settlement will be based upon the number of videogame titles you purchased new, as well as the number of Settlement Class Members who submit valid claims.

Valid claims for the purchase of *Madden NFL*, *NCAA Football*, or *Arena Football* videogames for the Xbox, PlayStation 2, PC, or GameCube platforms ("Sixth Generation Purchasers") will be valued at \$6.79 per new game purchased, up to a total of eight units (\$54.32). Valid claims for the purchase of *Madden NFL* or *NCAA Football* videogames for the Xbox 360, PlayStation 3, or Wii platforms ("Seventh Generation Purchasers") will be valued at \$1.95 per new game purchased, up to a total of eight units (\$15.60). The different amounts reflect

the differences in Plaintiffs' estimated overcharge for the various platforms, as determined by the economics experts hired by Plaintiffs to evaluate their claims.

If after receiving all valid claims, the claims administrator determines that the net settlement amount is sufficient to pay out all the valid claims submitted, then each valid claim will be paid out at the values listed above. If, however, the claims administrator determines that the net settlement amount is not enough to pay out all the valid claims submitted, then the claim amounts will be reduced on a pro rata basis.

If, after paying out valid claims made by Settlement Class Members, monies remain available, the parties will make their best efforts to identify Settlement Class Members who (i) have purchased sixth generation games, (ii) provided Electronic Arts with a physical mailing address, and (iii) did not submit a Claim, and send payment to such individuals in an amount that equals the average claim paid to a sixth generation purchaser who submitted a claim, without the necessity of a Claims Form.

10. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether to approve the Settlement. There is no guarantee that money or benefits ever will be obtained; however, if you want to participate in the Settlement you should file a claim online or submit the Claim Form, available at www.easportslitigation.com.

Who Is in the Settlement Class

You need to decide whether you are affected by this lawsuit.

11. Am I part of this Settlement Class?

You are a member of the Settlement Class if:

You are in the United States and bought a new copy of an Electronic Arts' *Madden NFL*, *NCAA Football*, or *Arena Football* videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012.

You are excluded from the Settlement Class if (1) you purchased the game(s) directly from Electronic Arts; (2) you purchased only used copies of the games; or (3) you are an employee, officer, director, or legal representative of Electronic Arts or a wholly or a partly owned subsidiary or affiliated company.

You are also excluded from the Settlement Class if you previously submitted a timely request for exclusion on or prior to June 25, 2011.

Your Rights and Options

You have to decide whether to participate in the Settlement and you have to decide this now.

12. What happens if I do nothing at all?

You must file a claim online or submit a Claim Form, available at www.easportslitigation.com by March 5, 2013 if you want to keep the possibility of getting money from this lawsuit.

Keep in mind that if (a) you do nothing or (b) you submit a Claim Form, you will not be able to sue, or continue to sue, Electronic Arts – as part of any other lawsuit – under state or federal law about any issues relating to the exclusive agreements described above, and any resulting overcharge for football videogames, for the period of time from January 1, 2005 to June 21, 2012.

Claim Forms may be submitted electronically through the website at www.easportslitigation.com or by first class mail to:

Electronic Arts Settlement
c/o Gilardi & Co. LLC
P.O. Box 808054
Petaluma CA 94975-8054

For further information, please call this number, toll-free: 1 (888) 213-8331

13. Why would I ask to be excluded?

If you want to exclude yourself from the Settlement Class and keep your right to sue Electronic Arts on your own for the claims described in paragraph 2 of this notice, you must take further action. (See below “How do I ask the Court to exclude me from the Settlement Class?”).

If you exclude yourself from the Settlement Class – which means to remove yourself from the Settlement Class, and is sometimes called “opting out” of the class – you won’t get any money or benefits from the Settlement. However, if you exclude yourself, this lawsuit will not interfere with any rights you have to sue or continue to sue or arbitrate against Electronic Arts in a separate case. If you elect to exclude yourself because you want to pursue your own claims against Electronic Arts, you should assert such claims promptly to protect against them being lost due to the passage of time. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

14. How do I ask the Court to exclude me from the Settlement Class?

To ask to be excluded, you must send a letter, postmarked by December 10, 2012, to the Class Counsel appointed by the Court:

Shana E. Scarlett
Hagens Berman Sobol Shapiro LLP
715 Hearst Ave., Suite 202
Berkeley, CA 94710.

In your letter, be sure to reference the name of this lawsuit, *Pecover v. Electronic Arts*, and remember to sign the letter.

15. What happens if I do not exclude myself from the Settlement Class?

Any Settlement Class Member who does not properly and timely request exclusion from the Settlement Class shall, upon final approval of the Settlement, be bound by all the terms and provisions of the Settlement, including but not limited to the releases, waivers, and covenants described in the Settlement; their claims against Electronic Arts shall forever be released and dismissed, whether or not such person or entity objected to such Settlement and whether or not such person or entity made a claim upon any fund from such Settlement.

16. How do I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court that you don’t agree with the Settlement or some part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you do not file an objection to the Settlement, you waive your right to object to and/or appeal the Settlement.

To object, you must send a letter saying that you object to the Settlement in *Pecover v. Electronic Arts*. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection to these two different places postmarked no later than **December 10, 2012**:

Court	Class Counsel
United States District Court, 1301 Clay Street, Oakland, CA 94612	Shana E. Scarlett Hagens Berman Sobol Shapiro LLP 715 Hearst Ave., Suite 202 Berkeley, CA 94710

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

You have the right to consult and/or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and the Settlement Fairness Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene in the case.

17. What Is the Settlement Fairness Hearing and When Is It?

On February 7, 2013 at 2:00 pm, a hearing will be held in Courtroom 2 of the Oakland Courthouse of the United States Federal District Court for the Northern District of California, located at 1301 Clay St., Oakland, CA 94612, to determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, whether judgment should be entered thereon, and whether this lawsuit should be dismissed with prejudice against Electronic Arts (“Settlement Fairness Hearing”).

The Court will also consider at the Settlement Fairness Hearing the request of Class Counsel for an award of attorneys’ fees, not to exceed 30% of the Common Fund or \$9 million; the request of Class Counsel for reimbursement of expenses incurred in pursuing this lawsuit, not to exceed \$2,000,000; and a request for incentive awards to each class representative not to exceed \$5,000 per individual. These amounts, if awarded, will be deducted from the Common Fund.

Your attendance at the Settlement Fairness Hearing is not required. However, you may be heard orally at the Settlement Fairness Hearing in opposition to the proposed Settlement or Class Counsel’s application for attorneys’ fees and expenses, **but only** if you have timely filed written objections in the manner described above, including a statement that you intend to appear and be heard at the Settlement Fairness Hearing. You may also enter an appearance through an attorney, at your own expense. If you do not do so, you will be represented in the case by Class Counsel.

The time and date of the Settlement Fairness Hearing may be changed without further notice to the Settlement Class. Any changes to the date and time of the Settlement Fairness Hearing will be posted at www.easportslitigation.com.

Pending final determination of whether the Settlement should be approved, Settlement Class Members are barred from filing any lawsuit asserting any claims against Electronic Arts that relate to the settled claims as defined above.

Important Dates:

- December 10, 2012: Last day for Settlement Class Members to file with District Court Clerk and serve above-listed Class Counsel with notice of their intent to appear and be heard at the Settlement Fairness Hearing, including notice of objection to any Settlement.
- February 7, 2013: Fairness Hearing, includes hearing to finally approve the Settlement. (Date subject to change per District Court Order. Any changes to the date and time of the Fairness Hearing will be posted at www.easportslitigation.com.)

The Lawyers Representing You

18. Do the Settlement Class Members have a lawyer in this case?

The Court appointed the law firms of Hagens Berman Sobol Shapiro LLP and The Paynter Law Firm PLLC to represent the Plaintiffs and Settlement Class Members. Together the law firms are called “Class Counsel.” More information about these law firms, their practices, and their lawyers’ experience is available at www.hbsslw.com and www.smplegal.com.

19. Should I get my own lawyer?

If you choose to remain in the Settlement Class, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But if you want your own lawyer, you will be responsible for paying that

lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

20. How will the lawyers be paid?

If the Settlement is approved, Class Counsel will ask the Court for fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the \$27 million Common Fund paid by Electronic Arts. Class Counsel have agreed not to seek more than 30% of the Common Fund, or \$9 million, as compensation. Class Counsel have also agreed not to seek more than \$2,000,000 for expenses incurred in pursuing this lawsuit. Class Counsel's motion for fees and costs must be filed and posted to the website www.easportslitigation.com by November 26, 2012. You can object to the requests of Class Counsel by following the procedure for objecting to the Settlement described in paragraph 16.

The Parties' Reasons for Settlement

21. What are the parties' reasons for settlement?

As part of this litigation, Class Counsel have conducted extensive formal discovery into the claims of the members of the Settlement Class and the defenses that might be asserted thereto. Based on this discovery and investigation, Class Counsel believes that the Settlement is fair, reasonable and adequate and in the best interest of the Settlement Class. Class Counsel and Plaintiffs also recognize the expense and length of continued proceedings necessary to continue the litigation against Electronic Arts through verdict, judgment, and appeals, and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in a complex action such as this, and the difficulties and delays inherent in such an action.

Electronic Arts has denied and continues to deny each and all of the claims and contentions alleged by the Plaintiffs. Electronic Arts has repeatedly asserted and continues to assert many defenses thereto, and has expressly denied and continues to deny (i) any wrongdoing or legal liability arising out of any of the conduct alleged in the class action and (ii) that the Settlement Class has suffered any damage by reason of the alleged wrongdoing. Nevertheless, Electronic Arts has concluded that further conduct of this litigation against it would be protracted and expensive and that settlement therefore is desirable. Electronic Arts also has taken into account the uncertainty and the risk of the outcome in any litigation, especially complex cases such as this one. Electronic Arts has, therefore, determined that it is desirable and beneficial to it that the litigation be settled in the manner and upon the terms and conditions set forth in the proposed Settlement.

Getting More Information

22. Are more details available?

THIS NOTICE CONTAINS ONLY A SUMMARY OF THE PROPOSED SETTLEMENT.

Additional information about this lawsuit and the proposed Settlement are on file with the District Court. Additionally, you can also view the First Amended Complaint that the Plaintiffs submitted, the order certifying the class, the Court's Preliminary Approval Order, the Stipulation and Agreement of Class Action Settlement and Release, and other case-related documents at www.easportslitigation.com.

You may also contact the Settlement Administrator by sending an email to info@easportslitigation.com, or by writing to EA Sports Litigation Settlement, c/o Gilardi & Co. LLC, PO Box 808054, Petaluma, CA 94975-8054. Please do not contact the Court. Please also do not contact Electronic Arts or the lawyers for Electronic Arts.

EXHIBIT B

EA Sports Litigation Settlement
c/o Gilardi & Co. LLC
P.O. Box 808054
Petaluma, CA 94975-8054

2D

LEGAL NOTICE

GEOFFREY PECOVER
and
ANDREW OWENS

v.

ELECTRONIC ARTS INC.
U.S. District Court
Northern District of California
San Francisco Division
Case No. 08-cv-02820 CW



Postal Service: Please Do Not Mark Barcode
EASPT2-<<Claim8>>-<<CkDig>>

Claim ID Number: <<Claim8>><<ChkDgt>>

<<First Name>> <<Last Name>>
<<Address>> <<Address2>>
<<City>>, <<St>> <<Zip>>
<<Foreign Country>>

EASPT2

Important Notice from the United States District Court for the Northern District of California About a Class Action Settlement

Para ver este aviso en español, visita www.easportslitigation.com

If you bought a new copy of an Electronic Arts' Madden NFL, NCAA Football, or Arena Football videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012, you may be a class member and may be entitled to benefits from a proposed settlement.

A proposed settlement has been reached in a class action alleging that Electronic Arts overcharged consumers for certain football videogames. Electronic Arts denies any liability and all allegations of misconduct, including that it overcharged consumers. **The sole purpose of this notice is to inform you of the class and the proposed settlement so that you may decide what to do.**

If the settlement is approved, class members who submit a Claim Form may receive a payment. Class members may also choose to exclude themselves from the settlement or object to the settlement.

For a full description of the settlement, related Court documents, and deadlines and forms, please visit www.easportslitigation.com. Claim Forms are due **March 5, 2013**. Requests to exclude yourself from the settlement are due **December 10, 2012**, and any objections to the settlement are due **December 10, 2012**. You can file a claim online or get a Claim Form at www.easportslitigation.com. Please do not telephone or address inquiries to the Court or Electronic Arts.

EXHIBIT C

Important Notice from the United States District Court for the Northern District of California About a Class Action Settlement

Para ver este aviso en español, visita www.easportslitigation.com.

If you bought a new copy of an Electronic Arts' Madden NFL, NCAA Football, or Arena Football videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012, you may be a class member and may be entitled to benefits from a proposed settlement.

A proposed settlement has been reached in a class action alleging that Electronic Arts overcharged consumers for certain football videogames. Electronic Arts denies any liability and all allegations of misconduct, including that it overcharged consumers. **The sole purpose of this notice is to inform you of the proposed settlement so that you may decide what to do.**

At this time, the settlement has only been preliminarily approved by the Court, pending the results of the Settlement Fairness Hearing. On February 7, 2013 at 2:00pm, a hearing will be held in Courtroom 2 of the Oakland Courthouse of the United States Federal District Court for the Northern District of California, located at 1301 Clay St., Oakland, CA 94612, to determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, whether judgment should be entered, and whether this lawsuit should be dismissed with prejudice against Electronic Arts. The date and time of the hearing may change without further notice to the class. If it does, the new time will be posted at www.easportslitigation.com. No money or other benefits will be available until final approval has been granted by the Court.

What is the lawsuit about?

The lawsuit claims that Electronic Arts violated federal and California antitrust laws, as well as California consumer protection laws, by signing exclusive licensing agreements with the Arena Football League ("AFL"), the Collegiate Licensing Company ("CLC") (on behalf of the National Collegiate Athletic Association ("NCAA")), the National Football League ("NFL"), the National Football League Players Association ("NFLPA") and ESPN. Electronic Arts denies the allegations in the lawsuit, denies that it has engaged in any wrongdoing, denies that there is a relevant market limited to "interactive football videogames," and denies that it ever charged supra-competitive prices for its videogames.

The Court has not decided whether Electronic Arts did anything wrong, and this Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party to this litigation.

Who's included as a Settlement Class Member?

You are a member of the Settlement Class if:

You are in the United States and bought a new copy of an Electronic Arts' *Madden NFL, NCAA Football, or Arena Football* videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012.

You are excluded from the Settlement Class if (1) you purchased the game(s) directly from Electronic Arts; (2) you purchased only used copies of the games; or (3) you are an employee, officer, director, or legal representative of Electronic Arts or a wholly or a partly owned subsidiary or affiliated company.

You are also excluded from the Settlement Class if you previously submitted a timely request for exclusion on or prior to June 25, 2011.

What are the terms of the settlement?

The Settlement provides that Electronic Arts will pay \$27 million into a fund that will include money for Settlement Class

Members to be provided for timely and valid claims, after deducting payment of the costs of administering the Settlement, including the costs of this notice, attorneys' fees, costs of the litigation and any payments allowed by the Court to the named plaintiffs.

Additionally, the Settlement provides that Electronic Arts will not enter into an exclusive trademark license with the AFL for five years from the date of approval of the Settlement; and that Electronic Arts will not renew its current collegiate football trademark license with the CLC on an exclusive basis for five years after it expires in 2014; and that Electronic Arts will not seek any new exclusive trademark license for the purpose of making football videogames with the CLC, the NCAA, or any NCAA member institution covered by the current exclusive license for five years after the expiration of the current CLC agreement.

The Settlement will release claims that consumers may have against Electronic Arts relating to the exclusive agreements, and any resulting overcharge for football videogames, for the period of time from January 1, 2005 to June 21, 2012, unless an individual excludes himself or herself from the Settlement. Specifically, the Settlement will release and forever discharge the claims that were pled or could have been pled in the *Pecover v. Electronic Arts* case.

What are my options as a Settlement Class Member?

Settlement Class Members have the following rights and options with respect to this settlement:

- 1) **Do Nothing** - If you do nothing, you will give up your right to sue Electronic Arts over the claims in this matter, and you will give up your right to get money from the Settlement if it is approved by the Court.
- 2) **Submit a Claim Form** - If you are an eligible Settlement Class Member, and you submit a valid claim by **March 5, 2013**, your share of the net proceeds of the settlement will be based upon the number of eligible new videogame titles you purchased during the Class Period, as well as the number of Settlement Class Members who submit valid claims. Claims may be submitted by mail, or online at www.easportslitigation.com.
- 3) **Object to the Settlement** - If you are a Settlement Class Member, you can tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. If you do not file an objection to the Settlement, you waive your right to object to and/or appeal the Settlement. Objections must be filed by **December 10, 2012**.
- 4) **Ask to be Excluded from the Settlement** - If you ask to be excluded from the settlement ("opt-out"), you will no longer be considered a Settlement Class Member and will receive no benefit from the settlement. This is the only option that allows you to keep your right to sue Electronic Arts over the claims in this matter. Exclusions must be filed by **December 10, 2012**. Please visit the website for more details regarding your options.

Where can more information be found?

This Notice is only a summary of the lawsuit and the proposed Settlement. For more information, or to file your claim online, please visit the case website, www.easportslitigation.com or call 888-213-8331.

www.EASportsLitigation.com