

# **EXHIBIT 3**

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13 [Additional Counsel Listed on Signature Page]

14  
15 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
16 **OAKLAND DIVISION**

17 SAMUEL MICHAEL KELLER, et al., on behalf  
of themselves and all others similarly situated,

18 Plaintiffs,

19 v.

20 ELECTRONIC ARTS, INC.; NATIONAL  
COLLEGIATE ATHLETICS ASSOCIATION;  
21 COLLEGIATE LICENSING COMPANY,

22 Defendants.

23 EDWARD O'BANNON, et al.,

24 Plaintiffs,

25 v.

26 NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION; COLLEGIATE LICENSING  
COMPANY; and ELECTRONIC ARTS INC.,

27 Defendants.  
28

Case No. 4:09-cv-1967 CW

**JOINT FILING OF PROPOSED  
CLAIM DISPUTE RESOLUTION  
PROCEDURE**

Judge: Hon. Claudia Wilken  
Courtroom: 2, 4<sup>th</sup> Floor  
Complaint Filed: May 5, 2009

Case No. 4:09-cv-3329 CW

1 This filing is submitted jointly by the Right of Publicity Plaintiffs (“ROP Plaintiffs”),<sup>1</sup>  
 2 Antitrust Plaintiffs,<sup>2</sup> Ryan Hart, Electronic Arts Inc. (“EA”), and the National Collegiate Athletic  
 3 Association (“NCAA”) (collectively, “the Parties”), pursuant to the Court’s request. At the July 16,  
 4 2015 Fairness Hearing held in this matter, the Court requested that the Parties submit a document  
 5 clarifying the procedure for resolving any disputes brought by claimants in the Settlements. The  
 6 Parties agree to the following procedures:<sup>3</sup>

### 7 CLAIM DISPUTE RESOLUTION PROCEDURE

8 1. The Notice and Claims Administrator (“Administrator”) shall use reasonable efforts to  
 9 send, within thirty (30) days following the Bar Date of July 31, 2015 (but in any event no earlier  
 10 than the Effective Date of the District Court Final Approval Order), letters to all claimants:

- 11 a. Informing claimants who are not Authorized Claimants that they are not entitled to  
 12 payment under the Settlements (either because they are not Settlement Class  
 13 Members, or because their Claim Forms were not timely submitted by the Bar Date);
- 14 b. Informing all Authorized Claimants of the number of Season Roster Appearance  
 15 Points to which they are entitled under the Settlements, and how those Points were  
 16 calculated (“Point Assignment”); and
- 17 c. Explaining the claimant’s limited right of objection as set forth in this Joint Filing  
 18 and approved in the Court’s Final Approval Order.

19 This letter (the “**First Letter to Claimant**”) will be substantially in the form of Exhibit A, and  
 20 shall be delivered by email to all claimants who submitted valid email addresses with their claims,  
 21 and by First Class Mail to all other claimants. To the extent the individualized information  
 22 contained in Exhibit A cannot be provided directly in an email, the Administrator will provide a  
 23 confidential Internet link to the information.

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 25 <sup>1</sup> The ROP Plaintiffs are: Samuel Michael Keller, Bryan Cummings, LaMarr Watkins, Bryon  
 Bishop, Shawne Alston, and Ryan Hart.

26 <sup>2</sup> The Antitrust Plaintiffs are: Edward C. O’Bannon Jr., Oscar Robertson, William Russell,  
 27 Harry Flournoy, Alex Gilbert, Sam Jacobson, Thad Jaracz, David Lattin, Patrick Maynor, Tyrone  
 Prothro, Damien Rhodes, Eric Riley, Bob Tallent, Danny Wimprine, Ray Ellis, Tate George, Jake  
 Fischer, Jake Smith, Darius Robinson, Moses Alipate and Chase Garnham.

28 <sup>3</sup> See EA Settlement ¶ 76; NCAA Settlement ¶ 62.

1           2. After receiving the First Letter to Claimant, a claimant may object to his Point  
2 Assignment, and (if applicable) to the determination that the claimant is not entitled to any  
3 payment under the Settlement(s) because he is not a Settlement Class Member. The claimant may  
4 not object to any other decisions, including any decisions by the Administrator regarding the  
5 timeliness of any claim, objection, or appeal, which decisions are final, binding, and  
6 nonappealable.<sup>4</sup>

7           3. A claimant making such an objection (“Objecting Claimant”) must submit a written  
8 objection (“Objection”) postmarked within 30 days of date of First Letter to Claimant. That  
9 Objection must:

- 10           a. Contain the basis for the Objection; and  
11           b. Identify all errors the Objecting Claimant believes the Administrator committed in  
12           the claimant’s initial Point Assignment.

13           4. The Administrator will review the Objection, along with all relevant information  
14 reasonably accessible (including the Player Database, information obtained from the Objecting  
15 Claimant, and additional information obtained through independent investigation of the claim). The  
16 Administrator, Class Counsel for the relevant Settlement(s), and the Objecting Claimant shall have  
17 14 days in which to resolve the Objection.

18           5. Within 14 days of the postmark date of the Objection, the Administrator will send  
19 Objecting Claimant a letter (“**Objection Response Letter**,” substantially in the form of Exhibit B).  
20 The Objection Response Letter shall state, among other things, whether the Administrator has  
21 reconsidered the Objecting Claimant’s status as a Settlement Class Member, whether the initial  
22 Point Assignment was reaffirmed by the Administrator, or whether the initial Point Assignment has  
23 been adjusted, and shall contain a new Point Assignment as appropriate.

24           6. If the Objecting Claimant wishes to appeal the Administrator’s Point Assignment as set  
25 forth in the Objection Response Letter, or to the determination that the claimant is not a Member of  
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28           <sup>4</sup> EA Settlement ¶ 76(g); NCAA Settlement ¶ 62(g).

1 the Settlement Class(es), he may, within 14 days from the date of the Objection Response Letter,  
2 submit a written appeal to the District Court (“Objection Appeal”).

3 7. Objection Appeals submitted to the District Court may be referred to Magistrate Judge  
4 Nathanael Cousins, and all Objection Appeals shall be resolved within twenty-one (21) days of the  
5 postmark date of the last Objection Appeal received. All decisions by this Court and/or Judge  
6 Cousins with respect to the Objection will be final, binding, and nonappealable.<sup>5</sup>

7 8. Within ten (10) business days of the resolution of all Objection Appeals, the Administrator  
8 shall use reasonable efforts to send a letter to all Claimants (i) enclosing a check to Authorized  
9 Claimants with payment equal to the Authorized Claimant’s share of the Net Settlement Fund (as  
10 calculated in the Settlement Agreements according to the claimant’s Point Assignment, as modified  
11 by the Objection process outlined above, as applicable) (“First Payment”), or (ii) informing the  
12 claimant that he is not entitled to a payment under the Settlement(s). This letter shall also inform  
13 Authorized Claimants that the enclosed check must be cashed within ninety (90) days of the date of  
14 the check, and that if the check is not cashed within that period, the check will be voided and no  
15 other check shall be issued.<sup>6</sup> The letter shall also state that these determinations are final and that  
16 no further appeals will be considered.

17 9. All funds associated with outstanding, un-cashed checks will become void after ninety (90)  
18 days, and the associated funds will revert to the Net Settlement Fund and will be distributed in a  
19 Second Payment as provided in the Settlement Agreements, and according to any plan developed  
20 under the Settlement Agreements for any Residual Funds.

21  
22 Dated: August 10, 2015

HAGENS BERMAN SOBOL Shapiro LLP

23  
24 By /s/ Robert B. Carey  
25 Robert B. Carey (Pro Hac Vice)  
26 Leonard W. Aragon (Pro Hac Vice)  
11 West Jefferson Street, Suite 1000  
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27 <sup>5</sup> EA Settlement ¶ 76(g); NCAA Settlement ¶ 62(g).

28 <sup>6</sup> EA Settlement ¶ 76(f); NCAA Settlement ¶ 62(f).

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Dated: August 10, 2015

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Dated: August 10, 2015

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Dated: August 10, 2015

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**EXHIBIT A:  
FIRST LETTER TO CLAIMANT**

[Date]

Dear Claimant:

Thank you for submitting a claim in the Electronic Arts & NCAA Videogame Settlement(s).<sup>7</sup>

Payments were calculated according to the procedures set out in Question 9 of the Notice, which can be found on the Settlement website:

[http://www.ncaa-ea-likeness-settlement.com/media/263419/v9\\_ncel1\\_notice\\_022015\\_final.pdf](http://www.ncaa-ea-likeness-settlement.com/media/263419/v9_ncel1_notice_022015_final.pdf).

As a reminder, payments under the Settlements are calculated using Season Roster Appearance Points. If you are a member of the Class, for each year that an NCAA-Branded EA Videogame was released, we calculated your Season Roster Appearance Points based on: 1) whether your “avatar” (*i.e.*, your name and jersey number) appeared in the game; 2) whether your photograph appeared in the game; or 3) whether your name appeared on the roster of a team that appeared in the game, even if your avatar or photograph did not appear in the game. For any given year, if none of those three alternatives applied to you, then you did not receive any Season Roster Appearance Points for that year.

**[ALTERNATIVE 2:** We have reviewed your claim and have determined that you are not eligible for any Season Roster Appearance Points under the Settlements because \_\_\_\_\_ [This paragraph will provide reasons for that determination (the untimeliness of the claim or the fact that the claimant is not a Settlement Class Member), and will inform the claimant whether he will be entitled to a \$100 payment under the Settlements.]]

**[ALTERNATIVE 1:** After reviewing your claim, along with our database of players and rosters, we have determined that **you are eligible for a total of \_\_\_ Season Roster Appearance Points** under the Settlement(s) (your “Point Assignment”). Your Point Assignment is based on the following determinations in the charts below.

If you disagree with anything listed in the table below, or if you have additional information to add, you must submit an Objection within 30 days of this letter. **IF YOU DO NOT OBJECT NOW, WE WILL CALCULATE YOUR FINAL CLAIM VALUE BASED ON THIS POINT ASSIGNMENT, AND YOU WILL NOT BE ABLE TO APPEAL AT THAT TIME. WE DO NOT KNOW YET HOW MUCH ONE POINT WILL BE WORTH UNDER THE SETTLEMENTS, BUT IF YOU DO NOT CORRECT ANY ERRORS NOW, YOU MAY NOT RECEIVE ALL THE MONEY YOU WOULD BE ENTITLED TO UNDER THE SETTLEMENTS.**

<b>We Based Your Points on the Information Below:</b>				
Season	School(s) You Played For:	Your Jersey Number(s):	Your Position(s):	Did an Avatar Player Corresponding to You Appear in the EA Videogame? <sup>8</sup>
2003-2004				[YES/NO]
2004-2005				
2005-2006				

<sup>7</sup> If you chose to submit a claim in only one of the two Settlements, that is reflected in the information below.

<sup>8</sup> An avatar corresponds to you if it wears the same jersey number you did, on the same team, in the same year.



2006-2007				
2007-2008				
2008-2009				
2009-2010				
2010-2011				
2011-2012				
2012-2013				
2013-2014				

### We Used Your Information to Calculate Your Point Assignment as Follows:

# of Seasons	Description	Years	Number of Points	
			EA Settlement	NCAA Settlement
___	<b>Roster-Only Appearance*</b> (1 pt. per season in EA Settlement ONLY)	2005–2014	___ pts.	[Not applicable]
___	<b>Avatar Match or Photograph Use*</b> (1.8 pts. per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2003–2005	___ pts.	___ pts.
___	<b>Avatar Match or Photograph Use*</b> (6.6 points per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2005–2014	___ pts.	___ pts.
Total Points:			___ pts.	___ pts.
<input type="checkbox"/>	If this box is checked, we determined that you are not eligible for any Season Roster Appearance Points, but you still qualify as a Settlement Class Member and are entitled to a \$100 payment.			

#### \* Definitions:

- **Roster-Only Appearance:** You have a “Roster-Only Appearance” if your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from July 21, 2005 to September 3, 2014, and you don’t have an Avatar Match or Photograph Use as described below. (This applies to the EA Videogame Settlement Only, and not to the NCAA Videogame Settlement.)
- **Avatar Match:** To have an Avatar Match, both of the following must be true: a. Your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from May 4, 2003 to September 3, 2014; and b. Your assigned jersey number appears on a virtual avatar from that same team in the Videogame.
- **Photograph Use:** Your photograph was used in an NCAA-Branded Videogame.

#### If You Disagree with Your Point Assignment:

If you disagree with the Point Assignment above, you have a right under the Settlements to submit a Claim Objection to the Administrator. **YOU MAY ONLY OBJECT TO THE NUMBER OF POINTS YOU ARE RECEIVING** [Alternative Language: **TO THE DETERMINATION THAT YOU ARE NOT A SETTLEMENT CLASS MEMBER**]. YOU MAY NOT OBJECT TO ANY OTHER DECISIONS BY THE ADMINISTRATOR, INCLUDING ANY DECISIONS REGARDING THE TIMELINESS OF YOUR CLAIM. If you choose to submit a Claim Objection, you must submit the Claim Objection in writing so that it is **postmarked within 30 days** of the date of this letter. You may use the form below and mail it to:

NCAA/EA Likeness Settlement Administrator  
c/o Gilardi & Co. LLC

P.O. Box 8060  
 San Rafael, CA 94912-8060

### Claim Objection Form

**Please tell us why you think the calculations we made were wrong, including by identifying all videogames that you believe you were in but that were not listed above. If you need more space, please attach additional pages:**

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### Your Complete Information:

Season	School(s) You Played For:	Your Jersey Number(s):	Your Position(s):	Did an Avatar Player Corresponding to You Appear in the EA Videogame? <sup>9</sup>
2003-2004				[YES/NO]
2004-2005				
2005-2006				
2006-2007				
2007-2008				
2008-2009				
2009-2010				
2010-2011				
2011-2012				
2012-2013				
2013-2014				

If you have any questions, please contact us by calling 1-888-283-5733 or sending an email to [info@ncaa-ea-likeness-settlement.com](mailto:info@ncaa-ea-likeness-settlement.com).

Sincerely,  
 Settlement Administrator

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<sup>9</sup> An avatar corresponds to you if it wears the same jersey number you did, on the same team, in the same year.

**EXHIBIT B:  
OBJECTION RESPONSE LETTER**

[Date]

Dear Claimant:

We have received your Claim Objection in the Electronic Arts & NCAA Videogame Settlement(s). After reviewing your Objection, we have determined that [as appropriate]:

[You are not a Settlement Class Member because \_\_\_\_\_.]

[OR]

[You and we have agreed that you have a total of \_\_\_\_ Season Roster Appearance Points, which were calculated according to the chart below.]

[OR]

[Our initial claim determination was correct, and you have a total of \_\_\_\_ Season Roster Appearance Points, as calculated in the chart below.]

[OR]

[You are entitled to additional Season Roster Appearance Points, for a total of \_\_\_\_ Season Roster Appearance Points. We have calculated those total Points as follows:

<b>We Based Your Points on the Information Below:</b>				
Season	School(s) You Played For:	Your Jersey Number(s):	Your Position(s):	Did an Avatar Player Corresponding to <b>You Appear in the EA Videogame?</b> <sup>10</sup>
2003-2004				[YES/NO]
2004-2005				
2005-2006				
2006-2007				
2007-2008				
2008-2009				
2009-2010				
2010-2011				
2011-2012				
2012-2013				
2013-2014				

<b>How We Calculated Your Points:</b>				
# of Seasons	Description	Years	Number of Points	
			<i>EA Settlement</i>	<i>NCAA Settlement</i>
—	<b>Roster-Only Appearance*</b> (1 pt. per season in EA Settlement)	2005–2014	— pts.	[Not applicable]

<sup>10</sup> An avatar corresponds to you if it wears the same jersey number you did, on the same team, in the same year.

	ONLY)			
—	<b>Avatar Match or Photograph Use*</b> (1.8 pts. per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2003–2005	___ pts.	___ pts.
—	<b>Avatar Match or Photograph Use*</b> (6.6 points per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2005–2014	___ pts.	___ pts.
Total Points:			___ pts.	___ pts.
<input type="checkbox"/>	If this box is checked, we determined that you are not eligible for any Season Roster Appearance Points, but you still qualify as a Settlement Class Member and are entitled to a \$100 payment.			

**\* Definitions:**

- **Roster-Only Appearance:** You have a “Roster-Only Appearance” if your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from July 21, 2005 to September 3, 2014, and you don’t have an Avatar Match or Photograph Use as described below. (This applies to the EA Videogame Settlement Only, and not to the NCAA Videogame Settlement.)
- **Avatar Match:** To have an Avatar Match, both of the following must be true: a. Your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from May 4, 2003 to September 3, 2014; and b. Your assigned jersey number appears on a virtual avatar from that same team in the Videogame.
- **Photograph Use:** Your photograph was used in an NCAA-Branded Videogame.]

**Your Right to Appeal:**

If you disagree with the Total Season Appearance Points above, you have a right under the Settlements to appeal to the District Court. **YOU MAY ONLY APPEAL THE AMOUNT YOU ARE RECEIVING, OR TO OUR DETERMINATION THAT YOU ARE NOT A SETTLEMENT CLASS MEMBER.** YOU MAY NOT OBJECT TO ANY OTHER DECISIONS BY THE ADMINISTRATOR, INCLUDING ANY DECISIONS REGARDING THE TIMELINESS OF YOUR CLAIM OR OBJECTION.

If you choose to appeal to the Court, you must submit the appeal in writing **within 14 days** of the date of this letter. You may use the form below, and mail it to:

The Honorable Nathanael Cousins  
San Jose Courthouse, Courtroom 7  
4<sup>th</sup> Floor  
280 South 1<sup>st</sup> Street  
San Jose, CA 95113

## Claim Appeal Form

Please tell the Court why you think the calculations the Administrator made were wrong. If you need more space, please attach additional pages.

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### Points You Think You Should Be Entitled To:

# of Seasons	Description	Years	Number of Points	
			EA Settlement	NCAA Settlement
___	<b>Roster-Only Appearance</b> (1 pt. per season in EA Settlement ONLY)	2005–2014	___ pts.	[Not applicable]
___	<b>Avatar Match or Photograph Use</b> (1.8 pts. per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2003–2005	___ pts.	___ pts.
___	<b>Avatar Match or Photograph Use</b> (6.6 points per season) <i>(if you had both, only one counted for each edition of the Videogame)</i>	2005–2014	___ pts.	___ pts.
Total Points:			___ pts.	___ pts.

#### \* Definitions:

- **Roster-Only Appearance:** You have a “Roster-Only Appearance” if your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from July 21, 2005 to September 3, 2014, and you don’t have an Avatar Match or Photograph Use as described below. (This applies to the EA Videogame Settlement Only, and not to the NCAA Videogame Settlement.)
- **Avatar Match:** To have an Avatar Match, both of the following must be true: a. Your name was listed on the roster of a team that was included in any NCAA-Branded Videogame published or distributed from May 4, 2003 to September 3, 2014; and b. Your assigned jersey number appears on a virtual avatar from that same team in the Videogame.
- **Photograph Use:** Your photograph was used in an NCAA-Branded Videogame.]

If you have any questions, please contact us by calling 1-888-283-5733 or sending an email to [info@ncaa-ea-likeness-settlement.com](mailto:info@ncaa-ea-likeness-settlement.com).

Sincerely,

Settlement Administrator