

**FILED**

DEC 01 2004

U.S. DISTRICT COURT  
CLERK

DEC 01 2004

**MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT**

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**MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT**

IN THE UNITED STATES DISTRICT COURT  
NORTH DISTRICT OF ILLINOIS  
EASTERN DIVISION

American Needle, Inc.  
1275 Busch Parkway  
Buffalo Grove, Illinois 60089,

Plaintiff

v.

New Orleans Louisiana Saints  
5800 Airline Highway  
Metairie, Louisiana 70003,

and

Seattle Seahawks, Inc.  
11220 N.E. 53<sup>rd</sup> Street  
Kirkland, Washington 98033,

and

The Oakland Raiders A.D. Football, Inc.  
1220 Harbor Bay Parkway  
Alameda, California 94502,

and

National Football League  
280 Park Avenue  
New York, New York 10017,

and

Richardson Sports Limited Partnership  
1901 Roxborough Road, Suite 211  
Charlotte, North Carolina 28211,

and

Detroit Lions, Inc.  
1200 Featherstone Road  
Pontiac, MI 48507,

and

)

040 7806

Civil Action No.

Judge

Magistrate Judge

JUDGE MORAN

MAGISTRATE JUDGE NOLAN

**DOCKETED**  
DEC 6 2004

National Football League  
Properties, Inc.  
280 Park Avenue  
New York, New York 10017,

and

Minnesota Vikings Football Club, LLC Ltd)  
9520 Viking Drive )  
Eden Prairie, Minnesota 55344, )

and

Houston NFL Holdings, L.P. )  
Houston NFL Holdings G.P., LLC )  
711 Louisiana, 33<sup>rd</sup> Floor )  
Houston, Texas 77002, )

and

Pro-Football, Inc. )  
21300 Redskin Park Drive )  
Ashburn, Virginia 22011, )

and

Jacksonville Jaguars, Ltd. )  
One Alltel Stadium Plaza )  
Jacksonville, Florida 32202, )

and

Five Smiths, Inc. )  
The Corporation Georgia )  
4400 Falcon Parkway )  
Flowery Branch, Georgia 30542 )

and

Tennessee Football, L.P. )  
530 Gay Street )  
Knoxville, Tennessee 37902, )

and

Pittsburgh Steelers Sports, Inc. )  
3400 South Water Street )  
Pittsburgh, Pennsylvania 15203, )

Buffalo Bills, Inc. )  
One Bills Drive )  
Orchard Park, New York 14127, )  
)  
)

and

Indianapolis Colts, Inc. )  
7001 W. 56<sup>th</sup> Street )  
Indianapolis, Indiana 46254, )  
)  
)

and

San Francisco Forty Niners, Ltd. )  
Marie P. DeBartolo Sports Center )  
4949 Centennial Boulevard )  
Santa Clara, California 95054, )  
)

and

Chargers Football Company, LLC Ltd. )  
4020 Murphy Canyon Road )  
San Diego, California 92123, )  
)  
)

and

PDB Sports, Ltd. )  
DBA Denver Broncos )  
13655 Broncos Parkway )  
Englewood, Colorado 80112, )  
)

and

New England Patriots L.P. )  
One Patriot Place )  
Foxboro, Massachusetts 02035, )  
)  
)

and

B & B Holdings, Inc. )  
8702 South Hardy Drive )  
Tempe, Arizona 85284, )  
)  
)

and

Cincinnati Bengals, Inc. )  
One Bengals Drive )  
Cincinnati, Ohio 25204, )  
)  
)

and

St. Louis Rams Partnership )  
St. Louis Rams Football Company, Inc. )  
1 Rams Way )  
St. Louis, Missouri 63045, )

and

Green Bay Packers, Inc. )  
1265 Lombardi Avenue )  
Green Bay, Wisconsin 54304, )

and

Miami Dolphins, Ltd. )  
South Florida Football Corporation )  
7500 S.W. 30<sup>th</sup> St. )  
Davie, Florida 33314, )

and

New York Jets LLC )  
1000 Fulton Avenue )  
Hempstead, New York 11550, )

and

Dallas Cowboys Football Club, Ltd. )  
One Cowboys Parkway )  
Irving, Texas 75063, )

and

Kansas City Chiefs Football Club, Inc. )  
One Arrowhead Drive )  
Kansas City, Missouri 64129, )

and

Tampa Bay Area NFL Football, Inc. )  
One Buccaneer Place )  
Tampa, Florida 33607, )

and

Cleveland Browns Football Company LLC )  
80 First Avenue )  
Berea, Ohio 44017, )

and

and

Seattle Seahawks, Inc. )  
11220 N.E. 53<sup>rd</sup> Street )  
Kirkland, Washington 98033, )  
)  
)

and

New York Football Giants, Inc. )  
Giants Stadium )  
East Rutherford, New Jersey 07073, )  
)  
)

and

Philadelphia Eagles Football Club, Inc. )  
Broad Street & Pattison Avenue )  
Philadelphia, Pennsylvania 19148, )  
)  
)

and

Reebok International, Ltd.

Defendantants. )

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

American Needle, Inc. hereby states its complaint against defendants in this matter.

Jurisdiction and Venue

American Needle, Inc. brings this action pursuant to the antitrust laws of the United States, specifically the Sherman Act, 15 U.S.C. Section 1, *et seq.* This court has subject matter jurisdiction pursuant to 28 U.S.C. Section 1331(b).

The Parties

1. Plaintiff American Needle, Inc. ("ANI") is an Illinois corporation. Its principal place of business is located at 1275 Busch Parkway, Buffalo Grove, Illinois. Among other things, plaintiff ANI is in the business of designing, manufacturing and selling headwear.

2. Defendant National Football League ("NFL") is an unincorporated association comprising, through their respective owners, the various football teams in the NFL (the "NFL Teams").

3. Defendant National Football League Properties, Inc. ("NFLP") is a Delaware corporation established pursuant to an agreement among the NFL and the constituent NFL Teams for the purpose of licensing the trademarks, logos and other indicia (together, "Trademarks") of the individual NFL Teams and the NFL for commercial use. Pursuant to an agreement among the NFL and

the NFL Teams, NFLP has the "exclusive right to license for commercial purposes" the Trademarks of the NFL and the individual NFL Teams.

4. Defendant Reebok International, Ltd. is, among other things, a marketer of sports apparel and headwear.

5. The remaining defendants, respectively, are owners of the individual member teams in the NFL. Each such defendant, respectively, is also the owner of the trademarks, logos and other intellectual property associated with its team.

#### General Facts

6. As part of its headwear business, ANI designs, manufactures, and sells headwear that is decorated with the logos, trademarks and other indicia of various professional sports teams.

7. For many years prior to March 2001, ANI was licensed by NFL Properties to design, manufacture, and sell headwear bearing the NFL Teams' respective Trademarks.

8. Prior to December 2000, NFLP accepted applications for and granted licenses to various businesses (the "NFL Licensees") that incorporated the individual NFL Teams' Trademarks as decoration on apparel, including headwear, and other items for sale to the general public.

9. Prior to December 2000, the various NFL Licensees competed with each other in their attempts to obtain an NFLP license.

10. The NFL Licensees also competed with each other in the design, manufacture and sale of products that incorporated the individual NFL Teams' trademarks as decoration on apparel, including headwear, and other items for sale to the general public.

11. In December 2000, the NFL, NFLP, and the individual NFL Teams jointly agreed that they would no longer grant multiple licenses to use the Trademarks of the individual NFL Teams and the NFL in apparel and headwear. Instead, they agreed to grant an exclusive license to a single marketer of apparel and headwear to use the Trademarks of the individual NFL Teams and the NFL. In doing so, the NFL, NFLP and the individual NFL Teams intended to create a monopoly in the granting of licenses to use the Trademarks of the individual NFL Teams and the NFL in apparel and headwear and in the manufacture, sale and distribution of apparel and headwear products bearing the Trademarks of the individual NFL Teams and the NFL.

12. Thereafter, NFLP, in combination with the NFL Teams and the NFL, entered into an agreement with Reebok, pursuant to which Reebok would be the exclusive provider of apparel and headwear bearing the Trademarks of the individual NFL Teams and the NFL. In doing so, the NFL, NFLP, the individual NFL Teams, and Reebok intended to create a monopoly in the granting of licenses to use the Trademarks of the individual NFL Teams and the NFL in apparel



and headwear and in the sale and distribution of apparel and headwear products bearing the Trademarks of the individual NFL Teams and the NFL.

13. As a consequence of the agreement to grant an exclusive license to Reebok, ANI and other NFL Licensees were notified by NFLP that their licenses would not be renewed upon their expiration.

14. As a consequence of the agreement to grant an exclusive license to Reebok, ANI's license to use the Trademarks of the individual NFL Teams and the NFL was not renewed by NFLP when it expired in March 2001.

#### Relevant Markets

15. A relevant market for purposes of antitrust analysis in this action is the market for obtaining licenses to use the Trademarks of the individual NFL Teams and the NFL in the design, manufacture, and sale of apparel for sale in the United States.

16. A relevant market for purposes of antitrust analysis in this action is the market for obtaining licenses to use the Trademarks of the individual NFL Teams and the NFL in the design, manufacture, and sale of headwear for sale in the United States.

17. A relevant market for purposes of antitrust analysis in this action is the wholesale market for the sale and distribution of apparel products incorporating Trademarks of the individual NFL Teams and the NFL within the United States.

18. A relevant market for purposes of antitrust analysis in this action is the wholesale market for the sale of headwear

products incorporating Trademarks of the individual NFL Teams and the NFL within the United States.

19. A relevant market for purposes of antitrust analysis in this action is the market for the manufacture of apparel products incorporating Trademarks of the individual NFL Teams and the NFL within the United States.

20. A relevant market for purposes of antitrust analysis in this action is the market for the manufacture of headwear products incorporating Trademarks of the individual NFL Teams and the NFL within the United States.

**Count I**

**Sherman Act Section 2**

**Monopolization**

21. By their agreement to grant an exclusive license to Reebok, defendants have unlawfully monopolized each of the markets described in paragraphs 15-20 of this complaint.

22. As a result of the defendants' unlawful conduct, ANI has been damaged in an amount in excess of five million dollars.

**Count II**

**Sherman Act Section 2**

**Conspiracy to Monopolize**

23. By their agreement to grant an exclusive license to Reebok, with the intention of creating a monopoly, defendants have unlawfully conspired to monopolize each of the markets described in paragraphs 15-20 of this complaint.

24. As a result of the defendants' unlawful conduct, ANI has been damaged in an amount in excess of five million dollars.

**Count III**

**Sherman Act Section 2**

**Attempt to Monopolize**

25. By their agreement to grant an exclusive license to Reebok, with the intention of creating a monopoly, defendants have unlawfully attempted to monopolize each of the markets described in paragraphs 15-20 of this complaint.

26. As a result of the defendants' unlawful conduct, ANI has been damaged in an amount in excess of five million dollars.

**Count IV**

**Sherman Act Section 1**

**Restraint of Trade -- Per Se**

27. By their agreement to grant an exclusive license to Reebok, defendants have unlawfully restrained trade in each of the markets described in paragraphs 15-20 of this complaint.

28. Defendants' restraint of trade constitutes a horizontal price fixing agreement warranting per se treatment under Section 1 of the Sherman Act.

29. Defendants' restraint of trade constitutes an unlawful group boycott warranting per se treatment under Section 1 of the Sherman Act.

30. As a result of the defendants' unlawful conduct, ANI has been damaged in an amount in excess of five million dollars.

**Count V**

**Sherman Act Section 2**

**Restraint of Trade -- Rule of Reason**

31. By their agreement to grant an exclusive license to Reebok, defendants have unreasonably restrained trade in each of the markets described in paragraphs 15-20 of this complaint.

32. Defendants' restraint of trade constitutes a horizontal price fixing agreement warranting per se treatment under Section 1 of the Sherman Act.

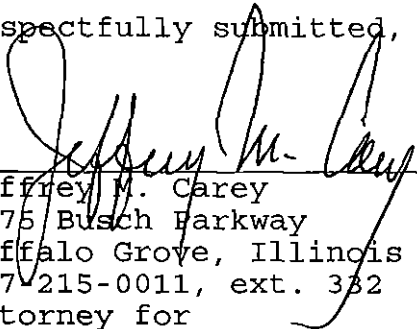
33. Defendants' restraint of trade constitutes an unlawful group boycott warranting per se treatment under Section 1 of the Sherman Act.

34. As a result of the defendants' unlawful conduct, ANI has been damaged in an amount in excess of five million dollars.

**Relief**

Therefore, plaintiff American Needle, Inc. respectfully requests that the court enter judgment in its favor, award it damages in an amount to be proved at trial, plus treble damages, its attorneys fees and costs, and an injunction prohibiting further violations of the antitrust laws by defendants.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey M. Carey  
1275 Busch Parkway  
Buffalo Grove, Illinois 60089  
847-215-0011, ext. 332  
Attorney for  
American Needle, Inc.

JS 44 v. 3/99)

VIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

(a) PLAINTIFFS

AMERICAN NEEDLE, INC

DEFENDANTS

NEW ORLEANS LOUISIANA SAINTS

DEC 01 2004

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

LAKELAND, FLORIDA

MICHAEL W. DOBBINS

County of Residence of First Listed

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

JEFFREY M. CAREY  
1275 BUSCH PARKWAY  
BUFFALO GROVE, IL 60089

04C

7806

847-215-0011

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff (For Diversity Cases Only) One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in This State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

SHERMAN ACT, 15 U.S.C. § 1 et seq. MONOPOLY RESTRAINT OF TRADE

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. This case is not a refiling of a previously dismissed action.

is a refiling of case, previous dismissed by Judge

DATE

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of Jeffrey M. Carey

DOCKETED

DEC 6 2004

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

**FILED**

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In the Matter of

AMERICAN NEEDLE, INC.

v.

NEW ORLEANS LOUISIANA SAINTS et al.

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

Case Number:

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

AMERICAN NEEDLE, INC

0407806

JUDGE MORAN

(A)		(B)	
SIGNATURE <i>Jeffery M. Carey</i>		SIGNATURE <b>MAGISTRATE JUDGE NOLAN</b>	
NAME JEFFERY M. CAREY		NAME	
FIRM		FIRM	
STREET ADDRESS 1275 BUSCH PARKWAY		STREET ADDRESS	
CITY/STATE/ZIP BUFFALO GROVE ILL. 60089		CITY/STATE/ZIP	
TELEPHONE NUMBER 847-215-0011 x332	FAX NUMBER 847-215-0013	TELEPHONE NUMBER	FAX NUMBER
E-MAIL ADDRESS		E-MAIL ADDRESS	
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		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
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SIGNATURE		SIGNATURE	
NAME		NAME	
FIRM		FIRM	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE/ZIP		CITY/STATE/ZIP	
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E-MAIL ADDRESS		E-MAIL ADDRESS	
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