

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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| _____ |) | |
| AMERICAN NEEDLE, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | Civil Action No. 04-CV-7806 |
| |) | |
| NEW ORLEANS LOUISIANA SAINTS, <i>et al.</i> , |) | Judge Sharon Johnson Coleman |
| |) | |
| Defendants. |) | Argument Date: August 27, 2013 |
| _____ |) | |

DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT (CAUSATION)

The NFL, the 30 clubs named in the complaint, NFL Properties LLC, and Reebok International Inc. hereby move for summary judgment on the remaining counts of the complaint on the ground that plaintiff cannot prove causation, a necessary predicate for establishing antitrust injury.

Plaintiff American Needle Inc., a former NFL headwear licensee, alleges that the NFL’s award of an *exclusive* headwear license to Reebok violated the antitrust laws. Entering into an *exclusive* license is the only conduct alleged to be unlawful. Summary judgment is warranted in light of undisputed facts demonstrating (a) that the exclusivity afforded by the challenged headwear license did not cause American Needle’s asserted injury and (b) that American Needle waived any rights that it might have otherwise had to object to the license.

In deciding whether antitrust injury has occurred, a court “must determine whether the violation was the cause-in-fact of the [plaintiff’s] injury: that ‘but-for’ the violation, the injury would not have occurred.” *Greater Rockford Energy & Tech. Corp. v. Shell Oil Co.*,

998 F.2d 391, 395, 404 (7th Cir. 1993) (plaintiffs failed to prove that challenged conduct, rather than other economic and market factors, caused their injuries).

Undisputed evidence confirms that the grant of exclusive headwear rights to Reebok was not the cause-in-fact of American Needle's asserted injury. Instead, contemporaneous documents and sworn testimony demonstrate, without any basis for dispute, that American Needle would not have received a headwear license even if the NFL had decided to enter into two or three headwear licenses instead of only one. Accordingly, summary judgment for defendants is warranted.

Summary judgment for the NFL Defendants is also warranted because, as undisputed evidence confirms, when it submitted its bid for the exclusive license that it now challenges, American Needle agreed to waive any claims of the kind asserted in the complaint.

A supporting memorandum, statement of undisputed material facts, and volume of supporting exhibits are filed concurrently herewith.

Respectfully submitted,

/s/ Timothy Hardwicke
Timothy B. Hardwicke
Michael J. Nelson
LATHAM & WATKINS LLP
233 South Wacker Drive, Suite 5800
Chicago, IL 60606
(312) 876-7700/fax (312)993-9767
tim.hardwicke@lw.com/
michael.nelson@lw.com

Counsel for Reebok International Ltd.

/s/ Derek Ludwin
Gregg H. Levy (*pro hac vice*)
Derek Ludwin (*pro hac vice*)
Leah E. Pogoriler (*pro hac vice*)
Ross A. Demain (*pro hac vice*)
COVINGTON & BURLING LLP
1201 Pennsylvania Ave., N.W.
Washington, DC 20004
(202) 662-6000/fax (202) 662-6291
glevy@cov.com/dludwin@cov.com/
lpogoriler@cov.com/rdemain@cov.com

Richard Del Giudice
GOZDECKI, DEL GIUDICE, AMERICUS &
FARKAS LLP
One East Wacker, Suite 1700
Chicago, IL 60601
(312) 782-5010/fax (312) 782-4324
r.delgiudice@gozdel.com

Counsel for the NFL Defendants

April 1, 2013

CERTIFICATE OF SERVICE

I, Derek Ludwin, an attorney, do hereby certify that I caused a copy of the foregoing to be electronically filed with the Court and to be served on all parties on April 1, 2013 by electronic mail and by FedEx.

By: /s/ Derek Ludwin
Derek Ludwin