

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FRANK THOMAS,

Plaintiff,

v.

REEBOK INTERNATIONAL.,

Defendant.

Case No.: 14-cv-1937

Honorable Matthew F. Kennelly

Magistrate Judge Cole

**DEFENDANT REEBOK INTERNATIONAL LTD.'S MOTION TO
COMPEL PRODUCTION OF DOCUMENTS AND RESPONSES TO
INTERROGATORIES BY PLAINTIFF FRANK THOMAS**

Defendant Reebok International Ltd. ("Reebok"), through its attorneys, pursuant to Rule 37 of the Federal Rules of Civil Procedure and Local Rule 37.2, respectfully moves this Court to compel Plaintiff Frank Thomas ("Thomas") to produce documents responsive to Defendant's First Request for Production, and to supplement its responses to Defendant's First Set of Interrogatories. In support of this Motion, Reebok states as follows:

1. On June 12, 2014, Reebok served Defendant's First Set of Interrogatories and Defendant's First Set of Requests for Production (collectively the "Requests") upon Thomas. A copy of such Requests and the Certificate of Service is attached hereto as Exhibit A. To date, Plaintiff has failed to fully comply with these Requests.
2. On August 4, 2014, Thomas served his responses to the Requests without any accompanying documents.
3. On August 28, 2014, less than one week prior to the depositions of Reebok's primary witnesses, and more than a month after the responses to the Requests

were due, Reebok's counsel, James T. Hultquist, sent a letter to Thomas' counsel, Jeremy D. Smith and Ralph C. Loeb, to initiate the meet-and-confer process in an effort to informally resolve Reebok's concerns relating to Thomas' lack of production and deficient responses to Reebok's First Set of Interrogatories. A copy of this letter is attached hereto as Exhibit B.

4. On August 29, 2014, in response to Reebok's meet-and-confer letter, Thomas produced a total of 36 pages—the majority of which were not responsive to the Requests. No additional information was provided.

5. On September 10, 2014, having received no additional information or documents from Thomas, Reebok's counsel, Joshua W. Newman, sent a follow up email to Mr. Smith. That same day, Mr. Smith responded that he had recently received documents reflecting Thomas' endorsements and he planned to produce said documents shortly.

6. A week later, on September 17, 2014, Reebok received a supplemental production from Thomas. Although this production included a total 258 pages, the production did not include documents responsive to several of the Requests. Specifically, the production did not include any documents responsive to Requests Nos. 9, 15, 17-21, 23, 25-29, 32 and 33 even though Thomas' response to each of aforementioned Requests stated the following: "Subject to, and without waiving the foregoing objections, Plaintiff will produce any non-privileged documents responsive to this request for production."

Nor did Thomas' counsel provide any additional information to supplement the deficient interrogatory responses identified in Exhibit B.

7. Consequently, on September 24, 2014, Mr. Hultquist sent an email to Mr. Smith requesting that the parties schedule a time to meet and confer on Mr. Thomas' discovery responses, and advising that Reebok would be issuing a supplemental meet and confer letter with additional discussion points.

8. On September 26, 2014, Mr. Hultquist sent a letter to Mr. Smith and Mr. Loeb to initiate the meet and confer process in an effort to informally resolve Reebok's *additional* concerns relating to Thomas' production and deficient responses to Reebok's First Set of Interrogatories. A copy of this letter is attached hereto as Exhibit C.

9. On October 2, 2014, Mr. Newman and Mr. Smith participated in a telephone conference to discuss, among other things, the concerns outlined in Reebok's August 28, 2014 and September 26, 2014 letters. During this conference, Mr. Smith advised that Thomas was in possession of additional documents responsive to Requests Nos. 7 and 15, and that these documents would be produced. Mr. Smith further advised that he would attempt to gather additional information to supplement Thomas' interrogatory responses, and would verify whether additional responsive documents existed.

10. On November 5, 2014, Mr. Smith sent an email to Reebok's counsel advising that additional documents would be produced on November 6, 2014 pursuant to the parties meet and confer conference on October 2, 2014. However, no documents were produced by Reebok on November 6, 2014.

11. On December 3, 2014, following the parties' unsuccessful mediation, and still having received no additional information or documents from Thomas, Reebok's counsel, Joshua W. Newman, sent a follow up email to Mr. Smith inquiring if and when

Thomas intended to produce the additional documents and information identified in Exhibits B and C and discussed during the October 2, 2014 meet and confer conference.

12. On December 5, 2014, Mr. Newman sent another follow up email to Mr. Smith and advised that Reebok would be forced to proceed with a motion to compel if it did not receive the previously requested documents and information by December 10, 2014.

13. On December 10, 2014, Reebok received a supplemental production from Thomas, consisting of 21 total pages. However, the production did not include any documents responsive to Requests No. 7 and 15, and the accompanying letter, attached hereto as Exhibit D, failed to specify whether Thomas intends to produce documents in response the other outstanding Requests. Additionally, despite numerous requests for Thomas to supplement his responses to Interrogatory Nos. 6, 7, 10, 11 and 12, Thomas has failed to provide any additional information.

14. In response to Thomas' December 10, 2014 production, Mr. Newman sent an email to Mr. Smith about the inconsistencies and deficiencies with Thomas' production, and asked whether Thomas intended to produce the additional documents and information previously requested. A copy of this correspondence is attached hereto as Exhibit E.

15. On December 11, 2014, having received no response from Thomas' counsel, and in a further effort to resolve Reebok's concerns without court action, Mr. Newman sent a follow up email to Mr. Smith with a draft copy of this motion. Mr. Newman advised Mr. Smith that Reebok would prefer to avoid filing a motion to compel, but that it would be forced to do so if Thomas did not provide the requested information

and documents by December, 12, 2014, or a date certain within the next week by which the information and documents would be provided. In response, Mr. Smith advised Mr. Newman that he would follow up on his request for additional documents and let Reebok know by December 12, 2014 if and when Thomas would be able to supplement his production.

16. As of the time of this filing, Reebok has not received any response from Thomas' counsel.

17. It has now been more than 5 months since Thomas' responses to the Requests were originally due and Reebok has still yet to receive, among other documents and information: (a) a complete set of the license agreements that Thomas has entered into with a third-party so that a third-party could use the term THE BIG HURT, and/or an aspect of Thomas' identity; (b) any documents related to Thomas' efforts to trademark the term THE BIG HURT; (c) any financial documents that reflect the amount Thomas has received in the last 10 years, whether from royalties, licensing fees, or otherwise, in connection with his use and/or licensing of the term THE BIG HURT¹; (d) a comprehensive list of countries in which Thomas has used the term THE BIG HURT to promote the goods and services of others; and (e) any facts supporting Thomas' contention that he has used the term THE BIG HURT internationally for many years to promote a variety of goods or services. Attached hereto as Exhibit F are copies of Thomas' responses to the Requests.

18. As this Court is aware, publicity and trademark rights, or the lack thereof, and the scope of those rights, are at the core of this dispute. Thus, without the

¹ As Reebok's counsel has advised Thomas' counsel, the license agreements produced Thomas are by themselves insufficient since many of the agreements contain option years or other contingencies that make it impossible for Reebok to ascertain how much Thomas actually earned under the agreements.

aforementioned documents and information, it is impossible for Reebok to move forward with this case and meaningfully defend against the allegations and claims set forth in the Complaint.

19. Reebok's counsel certifies, pursuant to Rule 37(a)(2) of the Federal Rules of Civil Procedure and Local Rule 37.2, that it has in good faith conferred with Plaintiff's counsel in an effort to secure responses to Reebok's Requests without court action, to no avail.

WHEREFORE, Reebok respectfully requests that this Court order Thomas to supplement his responses and produce documents responsive to the interrogatories and documents requests identified in Exhibits B and C with seven (7) days, to pay the reasonable costs and fees incurred by Reebok in bringing this motion, and for such other relief as the Court deems just and proper.

Dated: December 12, 2014

Respectfully submitted,
REEBOK INTERNATIONAL LTD.,

By: s/ Joshua W. Newman
James T. Hultquist, Esq.
Joshua W. Newman, Esq.
REED SMITH LLP
10 South Wacker Drive
Chicago, IL 60606-7507
(312) 207-1000
(312) 207-6400 - facsimile

CERTIFICATE OF SERVICE

I certify that on December 12, 2014, I caused to be served **DEFENDANT REEBOK INTERNATIONAL LTD.'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND RESPONSES TO INTERROGATORIES BY PLAINTIFF FRANK THOMAS**, upon the following persons through the District Court's ECF/CM electronic filing system:

Steven J. Thompson (IL Bar No. 61 96230/Federal Trial Bar Member)
Alexandros Stamatoglou (IL Bar No. 6308169)
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Ralph C. Loeb (*Pro Hac Vice*)
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/s/ Joshua W. Newman
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Attorneys for Defendant Reebok International Ltd.

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FRANK THOMAS, an individual)	
)	
Plaintiff,)	
)	Case No. 14-cv-1937
v.)	
)	Honorable Matthew F. Kennelly
REEBOK INTERNATIONAL LTD.,)	
a Massachusetts corporation,)	Magistrate Judge Cole
)	
Defendant.)	

**DEFENDANT REEBOK INTERNATIONAL LTD.'S FIRST SET OF
INTERROGATORIES TO PLAINTIFF FRANK THOMAS**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant Reebok International Ltd. ("Defendant"), by and through its undersigned counsel, hereby propounds the following interrogatories upon Plaintiff Frank Thomas ("Thomas," "You," "Your," or "Plaintiff") to answer fully in writing within thirty (30) days of the date of service in accordance with the Definitions and Instructions set forth below.

DEFINITIONS

1. The term "Complaint" refers to the Complaint filed in the District Court for the Northern District of Illinois, on March 19, 2014, in *Frank Thomas v. Reebok International Ltd.*, Civil Action No. 14-cv-1937.
2. The term "Communications" means all forms of information transfer including but not limited to correspondence, emails, telephone calls and faxes. A draft or non-identical copy shall be treated as a separate and distinct communication.
3. The term "Document" specifically includes, without limitation, originals and copies of all correspondence (whether or not sent), electronic mail, letters, telegrams, telexes,

messages and other written communications, agreements, licenses, literature, paper, opinions, memoranda, reports, records, notes, calendars, minutes, diaries, books, ledgers, charts, drawings, photographs, designs, publications, advertisements, articles, brochures, audio tapes, video tapes, films, discs, data files, printouts, microfilm, questionnaires, surveys, recordings, checks, price lists, invoices, and other writings and things, and all other data compilations, in electronic form or otherwise, from which information can be obtained, or translated, if necessary, through detection devices into reasonably usable form.

4. "Identify" shall mean: (a) in connection with natural persons, to state their full name, titles and job descriptions during the relevant period and at present, and their present or last known business and residential addresses; (b) in connection with firms, partnerships, corporations, proprietorships, associations and other business entities, to state their names and their present or last known addresses of principal place of business; (c) in connection with Documents to describe the Document, setting forth its date, title, author or over whose name it issued, the addressee, the parties thereto, the substance and the present custodian thereof, with such reasonable particularity as would be sufficient to permit the Document to be sought by subpoena duces tecum or under the provisions of Rule 34 of the Federal Rules of Civil Procedure. In lieu of identifying any or all Documents requested, a copy, properly identified as to the interrogatory to which it is responsive may be produced; and (d) in connection with oral statements or communications, to: (i) state when and where they were made; (ii) identify each of the participants and witnesses thereto; (iii) indicate the medium of communication; and (iv) state their substance.

5. The term "Person" or "Persons" mean any natural person, any firm, any organization or business entity, whether individual or proprietorship, joint venture, partnership, corporation, association or otherwise.

6. The phrase "relating to" means consisting of, concerning, referring to, reflecting or being connected with the matter discussed in any way, logically or factually, directly or indirectly.

7. The term "You" or "Your" shall mean Plaintiff and any and all agents, representatives, consultants, attorneys, employees or any other person or organization associated with, acting on behalf of, in concert with, or under Plaintiff's control.

INSTRUCTIONS

1. Wherever appropriate, the singular form of a word shall be interpreted as including the plural, or vice versa; "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these interrogatories any information which might otherwise be construed to be outside their scope.

2. The past tense form shall be construed to include the present tense, and vice versa, whenever such a dual construction will serve to bring within the scope of any of these requests any Documents or information that would otherwise not be within their scope.

3. If any of these interrogatories cannot be answered in full, answer to the extent possible, specifying the reasons for Your inability to answer the remainder and stating whatever information, knowledge or belief, You have concerning the unanswered portion.

4. In answering these interrogatories, You are requested to furnish all information known or available to You regardless of whether this information is possessed directly by You.

5. These discovery requests are continuing and require further and supplemental disclosure by You as and whenever You produce, create, or acquire additional information or Documents covered by these discovery requests between the time of Your original responses and the time of the trial of this action.

6. If You at any time had possession or control of a Document called for under any interrogatory, and such Document has been lost, misplaced, misfiled, obliterated, purged, mutilated, erased or is not presently in the possession or control of Plaintiff, identify the Document, state the date and place where it was last known to be in Your custody, and the circumstances surrounding its loss or disappearance.

7. If any Document called for under any interrogatory is subject to any written or oral addition, alteration, cancellation or modification, identify the Document incorporating such change, or if such change was oral, provide a written statement of the oral terms incorporated.

8. If any information or data is withheld because such information is stored only electronically and is for some reason incapable of production, identify such information by the subject matter of the information or data, the storage mode, and the place or places where such information is maintained.

9. In the event You seek to withhold any information or Documents based on some limitation of discovery (including, but not limited to a claim of privilege), You shall supply a list of the Documents for which limitation of discovery is claimed, stating the identity of each Document's author, writer, sender or initiator; the identity of each Document's recipient, addressee, or party for whom it was intended; the date of creation or transmittal indicated on each Document, or an estimate of that date, indicated as such, if no date appears on the Document; the general subject matter as described on each Document or, if no such description

appears, then some other description sufficient to identify the Document; and the claimed ground from limitation of discovery (e.g., attorney-client privilege). Furthermore, where a privilege is claimed, You shall only withhold the least amount of information possible to uphold the privilege.

INTERROGATORIES

INTERROGATORY NO. 1. Identify the main Person(s) with knowledge or information which forms the basis of the allegations set forth in the Complaint, describing the substance and category of each Person's knowledge or information.

RESPONSE:

INTERROGATORY NO. 2. Identify each Person who supplied information in the preparation of any response to an Interrogatory or Request for Production propounded by Defendant.

RESPONSE:

INTERROGATORY NO. 3. Identify each and every aspect of Your identity, likeness and/or persona that you allege Defendant has used without authorization.

RESPONSE:

INTERROGATORY NO. 4. Identify each and every variation of the term "THE BIG HURT" that you allege is a part of Your identity.

RESPONSE:

INTERROGATORY NO. 5. Identify each and every aspect of Your identity that is referenced in Paragraph 10 of the Complaint.

RESPONSE:

INTERROGATORY NO. 6. Identify each and every product or service that You have promoted, sponsored or endorsed since 1992, and for each product or service identified, state in detail the aspect of Your identity that was used and/or licensed to promote the product or service.

RESPONSE:

INTERROGATORY NO. 7. Identify the individuals who, in the last 10 years, have been responsible for negotiating, drafting and/or executing agreements, licenses or contracts on Your behalf relating to the use and/or licensing of the term "THE BIG HURT."

RESPONSE:

INTERROGATORY NO. 8. Identify the individuals who, in the last 10 years, have been responsible for tracking, monitoring and/or managing the income or profits You have received from the use and/or licensing of the term "THE BIG HURT" and/or Your identity to promote the goods or services of others.

RESPONSE:

INTERROGATORY NO. 9. Identify any and all agreements, licenses, and contracts that you have executed and/or entered into with any Person since 1992 relating to the use and/or licensing of the term "THE BIG HURT."

RESPONSE:

INTERROGATORY NO. 10. State in detail the particular basis for and all facts supporting Your contention that You have used the term "THE BIG HURT" internationally for many years to promote a variety of goods and services.

RESPONSE:

INTERROGATORY NO. 11. Identify each and every country (other than the United States) in which you have used the term "THE BIG HURT" to promote a good or service, and for each country identified, state in detail the good(s) or service(s) that You promoted in that country.

RESPONSE:

INTERROGATORY NO. 12. Identify, by total and by year, the amount of money You have received in the last 10 years, whether from royalties, licensing fees, or otherwise, in connection with Your use and/or licensing of the term "THE BIG HURT" to promote the goods and services of others.

RESPONSE:

INTERROGATORY NO. 13. Describe in detail all damages You claim to have suffered as a result of Defendant's alleged unauthorized use of Your identity and the term "THE BIG HURT."

RESPONSE:

INTERROGATORY NO. 14. State in detail the particular basis for and all facts supporting Your contention that in or about December 2013, Defendant began using Your identity and/or the term "THE BIG HURT" in an international advertising campaign.

RESPONSE:

Dated: June 12, 2014

Respectfully submitted,
REEBOK INTERNATIONAL, LTD.

By: /s/ Joshua W. Newman

James T. Hultquist
Joshua W. Newman
REED SMITH LLP
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Tel: (312) 207-1000
Fax: (312) 207-6400

Attorneys for Defendant, Reebok International, Ltd.


CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of June, 2014, I caused to be served Defendant Reebok International Ltd.'s First Set of Interrogatories to Plaintiff Frank Thomas, upon the following persons via First Class U.S. mail:

Steven J. Thompson (IL Bar No. 61 96230/Federal Trial Bar Member)
Alexandros Stamatoglou (IL Bar No. 6308169)
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/s/


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Attorneys for Defendant Reebok International Ltd.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FRANK THOMAS, an individual)	
)	
Plaintiff,)	
)	Case No. 14-cv-1937
v.)	
)	Honorable Matthew F. Kennelly
REEBOK INTERNATIONAL LTD.,)	
a Massachusetts corporation,)	Magistrate Judge Cole
)	
Defendant.)	

**DEFENDANT REEBOK INTERNATIONAL LTD.'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS AND THINGS TO PLAINTIFF FRANK THOMAS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant Reebok International Ltd. ("Defendant"), by and through its undersigned counsel, hereby submits its First Set of Document Requests to Plaintiff Frank Thomas ("Thomas," "You," "Your," or "Plaintiff") and requests that Plaintiff answer the document requests hereinafter propounded and serve such answer with copies of responsive documents upon the undersigned Defendant's attorney within thirty (30) days of the date of service in accordance with the Definitions and Instructions set forth below.

DEFINITIONS

1. The Definitions from Defendant's First Set of Interrogatories to Plaintiff Frank Thomas are incorporated herein by reference.

INSTRUCTIONS

2. In addition to the Instructions below, the Instructions from Defendant's First Set of Interrogatories to Plaintiff Frank Thomas are incorporated herein by reference.

3. In the event You seek to withhold any information or Documents based on some limitation of discovery (including, but not limited to a claim of privileged), You shall supply a list of the Documents for which limitation of discovery is claimed, stating the identity of each Document's author, writer, sender or initiator; the identity of each Document's recipient, addressee, or party for whom it was intended; the date of creation or transmittal indicated on each Document, or an estimate of that date, indicated as such, if no date appears on the Document; the general subject matter as described on each Document, or if no such description appears, then some other description sufficient to identify the Document; and the claimed ground for limitation of discovery (e.g., attorney-client privilege).

4. All Documents covered in these requests shall be produced in an orderly manner (and with appropriate markings or other identification) so that Defendant and its attorneys will be able to identify the source of the Document, the file in which it was maintained, the Person to whom such file belonged, and the number of the request to which it responds.

5. If You at any time had possession or control of a Document called for under any interrogatory, and such Document has been lost, misplaced, misfiled, obliterated, purged, mutilated, erased, or is not presently in the possession or control of Plaintiff, identify the Document, state the date and place where it was last known to be in Your custody, and the circumstances surrounding its loss or disappearance. In addition, furnish a list setting forth such Document, its form, its date, its author or addresser, its recipient or addressee, the subject matter or matters referred to, its present location and custodian (if applicable), and state whether the Document or copies are still in existence.

6. If any Document called for under any request is subject to any written or oral addition, alteration, cancellation or modification, identify the Document incorporating such change, or, if such change was oral, provide a written statement of the oral terms incorporated.

7. In the event You object to any of the requests on the basis of a contention that the request is overly broad, You must at least respond to that request as narrowed in such a way as to render it not overly broad, and state how You have narrowed the request for purposes of Your response.

8. These discovery requests are continuing and require further and supplemental disclosure by Plaintiff as and whenever Plaintiff produces, creates, or acquires additional Documents covered by these requests between the time of Plaintiff's original responses and the time of the trial of this action.

REQUESTS FOR PRODUCTION

1. Any and all Documents reflecting or relating to Communications between You and Defendant with regard to the term "THE BIG HURT" Your identity, persona and/or likeness, or the subject matter of this proceeding.

2. For the last 10 years, any and all Documents reflecting or relating to Communications between You and any Person who has been responsible for negotiating, drafting or executing agreements, licenses or contracts on Your behalf related to the term "THE BIG HURT," and/or Your identity, persona and/or likeness.

3. For the last 10 years, any and all Documents reflecting or relating to Communications between You and any Person who has been responsible for tracking, monitoring or managing the income or profits You have received from the use and/or licensing of the term "THE BIG HURT" and/or Your identity to promote the goods or services of others.

4. Any and all Documents constituting an agreement, contract or license between You and Defendant, including drafts of such agreements, contracts or licenses, related to the term "THE BIG HURT," or Your identity, persona and/or likeness.

5. Any and all Communications between You and Defendant, or with any third party, regarding any agreements, contracts or licenses (or regarding the lack thereof) between You and Defendant.

6. For the last 10 years, any and all Documents reflecting or relating to any Communications between You and any other Person that mention Defendant.

7. For the last 10 years, any and all Documents reflecting, relating to or constituting an agreement, license, or contract that You have given to or entered into with a third-party so that a third-party could use the term "THE BIG HURT," and/or an aspect of Your identity.

8. Any and all Documents supporting Your contention that You have used the term "THE BIG HURT" as part of Your identity since 1992.

9. For the last 10 years, any and all Documents reflecting or relating to Communications between You and any other Person regarding Your use and/or licensing of the term "THE BIG HURT."

10. Documents sufficient to identify each Person or entity with knowledge of Your use and/or licensing of the term "THE BIG HURT" in connection with any and all goods or services offered, endorsed, promoted and/or sponsored by You in the last 10 years.

11. Any and all Documents supporting Your contention that You have used the term "THE BIG HURT" in interstate commerce throughout the United States and internationally for many years to promote a variety of goods and services.

12. Any and all Documents supporting Your contention that “in or about December 2013, Reebok began using Thomas’ identity and the Big Hurt Mark in connection with the sale of shoes without Thomas’ consent.”

13. Any and all Documents supporting Your contention that Your identity and/or the term “THE BIG HURT” were made a part of Defendant’s international advertising campaign.

14. Any and all Documents supporting Your contention that Defendant’s use of Your identity, if any, was unauthorized.

15. Any and all Documents reflecting or relating to Your efforts to obtain registrations for trademarks incorporating the term “THE BIG HURT.”

16. Any and all Documents reflecting or relating to the alleged infringement by Defendant of any rights You claim in the term “THE BIG HURT,” including, but not limited to, all Documents concerning the timing and circumstances under which You first learned of Defendant’s alleged use of the term “THE BIG HURT.”

17. Any and all Documents reflecting or relating to any instances of actual confusion, mistake or deception arising from or attributable to Your use of the term “THE BIG HURT” and Defendant’s alleged use of the term “THE BIG HURT.”

18. All Documents reflecting or relating to any instances of actual confusion, mistake or deception arising from or attributable to Your use of the term “THE BIG HURT” and any other Person’s use of the term “THE BIG HURT.”

19. Documents sufficient to identify all Persons with knowledge of any instances of actual confusion, mistake or deception arising from or attributable to Your use of the term “THE BIG HURT” and Defendant’s alleged use of the term “THE BIG HURT.”

20. Any and all Documents reflecting or relating to any likelihood of confusion, mistake or deception arising from or attributable to Your use of the term "THE BIG HURT" and Defendant's alleged use of the term "THE BIG HURT."

21. Any and all Documents reflecting or relating to any likelihood of confusion, mistake or deception arising from or attributable to Your use of the term "THE BIG HURT" and any other Person's use of the term "THE BIG HURT."

22. Any and all Documents reflecting or relating to any efforts by You to enforce any rights in the term "THE BIG HURT" or any aspect of Your identity, including but not limited to any cease and desist letters sent by You or on Your behalf, or any related legal actions by You.

23. Any and all Documents reflecting or relating to any intellectual property lawsuits or arbitrations initiated by You, or on Your behalf, including without limitation disputes over trademark, copyright, or publicity rights.

24. Any and all Documents reflecting or relating to Communications sent by You or on Your behalf to third-parties requesting or demanding that a third-party stop using the term "THE BIG HURT," or an aspect of Your identity.

25. Any and all Documents sufficient to show the sales of any good or service offered, endorsed, promoted and/or sponsored by You in last 10 years in connection with the term "THE BIG HURT," including, but not limited to, invoices, sales receipts, sales summaries, financial records, and email confirmation of sales.

26. Any and all Documents sufficient to show the revenues associated with the sale of any good or service, offered, endorsed, promoted and/or sponsored by You in the last 10 years in connection with the term "THE BIG HURT."

27. Any and all Documents sufficient to show the costs associated with the development, advertising, marketing, promotion, and sale of any good or service offered, endorsed, promoted and/or sponsored by You in the last 10 years in connection with the term "THE BIG HURT."

28. Any and all Documents sufficient to show the profits associated with the sale of any good or service offered, endorsed, promoted and/or sponsored by You in the last 10 years in connection with the term "THE BIG HURT."

29. Any and all Documents reflecting or relating to damages suffered by You as a result of any actions by Defendant, including but not limited to, all Documents relating to lost sales, royalties, licensing fees or profits by You or any harm to You or Your reputation.

30. Any and all Documents reflecting or relating to any licensing fees, payments or royalties you have received in connection with the term "THE BIG HURT" since 1992.

31. For the last 10 years, any and all Documents reflecting, relating to or constituting calculations, opinions and/or analyses of the fair market value of Your identity and the term "THE BIG HURT."

32. For the last 10 years, any and all Documents reflecting or relating to Communications between You and any Person at Wasserman Media Group, including without limitation, Alanna Frisby, regarding the term "THE BIG HURT," Your identity and/or persona, the "Reebok Classic Retro Campaign," and/or any subject matter related to this proceeding.

33. For the last 10 years, any and all Documents reflecting or relating to Communications between You and any Person at Flood, Bumstead, McCready & McCarthy, including without limitation, Frank Bumstead, regarding the term "THE BIG HURT," Your

identity and/or persona, the "Reebok Classic Retro Campaign," and/or any subject matter related to this proceeding.

34. Any and all Documents reflecting, relating to or constituting legal opinions or legal advice You intend to rely upon to support the claims set forth in the Complaint, including without limitation, legal opinions or advice that You intend to rely upon to say that Defendant has committed trademark infringement and/or violated Your rights of publicity.

35. Any and all Documents supporting your contention that some or all of Defendant's actions were willful and outrageous, perpetrated by evil motive or with reckless indifference to the rights of others.

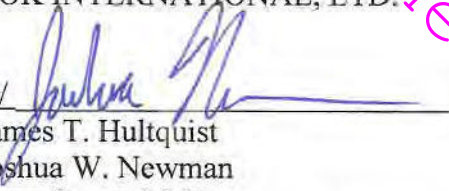
36. Any and all Documents supporting your contention that this is an exceptional case pursuant to 15 U.S.C. § 1117.

37. To the extent not covered elsewhere in these requests, any and all Documents upon which you intend to rely in support of the claims set forth in the Complaint.

38. To the extent not produced in response to any other request, any and all Documents identified, relied upon or referred to by You in preparation of any response to an Interrogatory or Request propounded by Defendant at any time during this action.

Dated: June 12, 2014

Respectfully submitted,
REEBOK INTERNATIONAL, LTD.

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CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of June, 2014, I caused to be served Defendant Reebok International Ltd.'s First Set of Requests for Production of Documents and Things to Plaintiff Frank Thomas, upon the following persons via First Class U.S. mail:

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