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Via E-mail

Re: Archery Products Antitrust Litigation Investigation Retainer Letter

Dear _____:

As you know, my firm has investigated possible violations of federal antitrust law on behalf of purchasers of Archery Products. The investigation centers around allegations that the manufacturers, distributors, and retailers of Archery Products colluded to eliminate horizontal price competition for Archery Products at the retail level. It is alleged that the cartel was chiefly operated through the Archery Trade Association (ATA) and the primary means by which they operated was through their agreement to the widespread adoption, implementation, and enforcement of minimum advertised price (“MAP”) policies. In practice, these policies represented an artificial price floor; they restricted competition and increased retail prices. The collusion was implemented and enforced via consumer facing independent retailers as well as traditional brick and mortar retailers, such as Dick’s Sporting Goods, Cabela’s, Bass Pro Shops, Gander Outdoors, and Scheels. Likely defendants include: Bowtech Inc.; Hoyt Archery, Inc.; Precision Shooting Equipment, Inc.; Cabela’s LLC; Dick’s Sporting Goods, Inc.; BPS Direct, LLC D/B/A Bass Pro Shops; Jay’s Sports, Inc. D/B/A/ Jay’s Sporting Goods; Kinsey’s Outdoors, Inc.; Lancaster Archery Supply, Inc.; Trackstreet, Inc.; and Neuintel LLC D/B/A Pricespider F/K/A Oris

Archery Products are defined as follows: (1) bows – including compound bows, recurve bows, longbows, and crossbows – and their components; (2) arrows (minus the arrowhead) and their components, including the shaft, fletching, and nock; (3) arrowheads (or arrowpoints) including broadheads and field points; (4) targets, including bag targets, foam targets, and 3D targets; and (5) accessories, such as bow cases, arrow quivers, sights and scopes, and stabilizers.

The class of potentially injured persons is defined as: All persons and entities residing in the United States or its territories that directly purchased Archery Products manufactured or distributed by an ATA member, at any point between 2014 and the present (the “Class Period”).

We understand that you purchased Archery products directly from at least one of the entities listed above since January 1, 2014. Therefore, you likely have standing to bring a claim. Based on our investigation, we believe the matter has substantial merit.

Countersigning this letter will confirm that you have retained Grabar, LLC, d/b/a Grabar Law Office (the “Law Firm”), as your counsel to investigate, and if appropriate, bring an action alleging violations of federal law as previously described. The action will be brought as a class action on behalf of all persons and entities that we determine have been adversely affected by the

violations alleged in the complaint. The Law Firm has agreed to bring this action on a contingency basis. **You will not be responsible for paying any of the Law Firm's fees in connection with this litigation.** Our attorneys' fees and reimbursement of our expenses will be paid as the Court may permit and approve out of any proceeds, by judgment or out-of-court settlement that may be obtained for the benefit of the plaintiffs and class members. The Law Firm will be working in coordination with, and may affiliate as co-counsel with, other law firms in litigating this matter. The Law Firm together with all other such attorneys will advance the costs of the case. **You will not be responsible for paying any of the attorneys' expenses in connection with this litigation.** The Law Firm together with all other such attorneys will also indemnify you for any direct costs associated with participation in the lawsuit, should there be any.

I am forwarding the present draft complaint for you to review, and I will send a final complaint for you to review and accept prior to filing on your behalf.

By countersigning this letter, you further confirm that I have advised you that you should not destroy or alter, and that you should retain and preserve, any and all papers or electronic files which relate in any way to your interactions and transactions with the Defendants in this action, and to the claims asserted in this action generally. This preservation confirmation includes not only preservation of hard copy paper but also of data generated by and/or stored on your electronic storage media (e.g., hard drives, floppy disks, back-up tapes or other electronic media, if any).

Please countersign this letter and return it to me via DocuSign, e-mail at jgrabar@grabarlaw.com, or fax to 267-507-6048 to indicate your agreement and authorization to proceed with filing this case on your behalf. If you have any questions, please do not hesitate to call me at my office or my cellular phone. I will, of course, be pleased to answer any questions you may have.

I appreciate this opportunity to represent you in this matter and hope that it can be concluded to your satisfaction.

Agreed and Acknowledged:

Date _____

Date _____

Joshua H. Grabar, Esq.
Grabar Law Office