

IF SO, YOUR SHARE OF SUCH A JUDGMENT OR SETTLEMENT WILL BE DISTRIBUTED TO YOU AT SUCH TIME AS DIRECTED BY THE COURT, UNLESS, BY THE DEADLINE SET FORTH BELOW, YOU HAVE AFFIRMATIVELY STATED YOUR INTENTION TO OPT OUT OF THE CERTIFIED CLASS.

IF YOU ARE NOT A MEMBER OF THE CERTIFIED CLASS, NO RIGHT OR CAUSE OF ACTION THAT YOU MAY HAVE AGAINST ANY PARTY WILL BE AFFECTED BY THIS LAWSUIT

TO: All 2006-2007 non-courtside Sonics season ticket holders who received the Emerald Club Brochure and complied with the renewal instructions therein, except the renewal deadline of April 25, 2007, which was extended many times by the Professional Basketball Club, L.L.C. (hereinafter "Defendant" or "PBC"), to renew their season tickets for the 2007-2008 season, excluding PBC employees and the attorneys for all parties.

1. WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice Of Class Action; Status Of Case; And Pending Trial ("Notice") is to inform you that pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court has certified a class (the "Class") defined as:

All 2006-2007 non-courtside Sonics season ticket holders who received the Emerald Club Brochure and complied with the renewal instructions therein, except the renewal deadline of April 25, 2007, which was extended many times by the Professional Basketball Club, L.L.C., to renew their season tickets for the 2007-2008 season, excluding PBC employees and the attorneys for all parties, ***except for the following season ticket renewers, who are not included in the Class:*** (1) Emerald Club members who renewed their seats in sections 103, 111, 117, 125, 204, 205, 206, 207, 208, 209, 210, 218, 219, 220, 221, 222, 223, and 224 are not included in the Class, and (2) Emerald Club members who held and renewed \$50 tickets in sections 104, 106, 107, 108, 110, 118, 120, 121, 122, and 124 are not included in the Class.

A copy of the Emerald Club Brochure that is mentioned in the Class definition, along with other case pleadings and orders, is available on the website, www.SonicsClassAction.com. (The website content is not necessarily court approved.) This Notice summarizes the litigation and the potential rights of Class members under it.

A ruling by the Court certifying a case as a class action does not mean that any money will be obtained, because there are contested issues that have not been decided. Rather, the

ruling means that the final outcome of the lawsuit – whether favorable or unfavorable to the Plaintiffs or to the Defendant – will apply in a like manner to every member of the Class, except for those who timely elect to opt out of the class in the manner described below.

2. WHY AREN'T ALL EMERALD CLUB MEMBERS ALSO MEMBERS OF THE CLASS CERTIFIED BY THE COURT?

As further explained below, the only claim for which the Court has certified the Class is the claim that the Defendant breached the Emerald Club Contract. Plaintiffs are seeking an award of damages, claiming that they would have exercised their right to purchase tickets in Oklahoma City at guaranteed Emerald Club prices and resold them for a profit if Defendant had offered comparable tickets in Oklahoma City at Emerald Club prices. Plaintiffs contend their damages are the difference between the price guaranteed to Emerald Club members (the price they paid for their 2006-2007 tickets) for the purchase of tickets for the 2008-2009 and 2009-2010 seasons and the prices Plaintiffs contend that Defendant charged for comparable tickets in Oklahoma City for those 2008-2009 and 2009-2010 seasons. Plaintiffs' damages expert has concluded that the prices charged for tickets in Oklahoma City for the 2008-2009 and 2009-2010 seasons that are comparable to the tickets purchased by Emerald Club members who are excluded from the Class were equal to or less than the renewal prices guaranteed to excluded Emerald Club members. For this reason, Plaintiffs believe that the excluded Emerald Club members have not suffered any breach of contract damages and are not entitled to receive any breach of contract damages from any judgment or settlement in favor of the Class. Accordingly, Emerald Club members whom Plaintiffs believe have suffered no breach of contract damages have been excluded from the Class.

3. WHAT IS THIS LAWSUIT ABOUT?

PBC owns the NBA basketball team formerly known as the Seattle Supersonics (the "Sonics"), now known as the Oklahoma City Thunder. PBC purchased the Sonics in July 2006. Plaintiffs alleged that Defendant misrepresented and/or failed to disclose material facts about its

intentions regarding the future of the Sonics in Seattle when it marketed membership in the Emerald Club to 2006-2007 Sonics season ticket holders and that these misrepresentations and omissions violated the Washington Consumer Protection Act (“WCPA”). Plaintiffs also alleged that Defendant had entered into a contract with Plaintiffs and Class members guaranteeing them the right to renew their season tickets through the 2009-2010 season at 2006-2007 prices, and that Defendant breached that contract when it sold all season tickets for the 2008-2009 season in Oklahoma City without first offering them to Emerald Club members.

Defendant denied Plaintiffs’ allegations.

4. THE COURT’S PRIOR RULINGS

Both Defendant and Plaintiffs brought various motions for summary judgment. The Court ruled on those motions on February 23, 2009, and a copy of the Court’s ruling is available for your review on the www.SonicsClassAction.com website. This notice focuses only upon the breach of contract claim involving the Emerald Club Contract because that is the only claim for which the Court has certified the Class. The only claim that will be resolved in this class action will be the Emerald Club Contract claim.

With respect to Plaintiffs’ breach of contract claim, the Court found (1) that Defendant entered into a contract (the “Emerald Club Contract”) with the Plaintiffs and all Class members, (2) that under the terms of that contract, Plaintiffs and Class members were given the option to purchase season tickets to home games of the Sonics (and later the Thunder) through the 2009-2010 season at the same prices they had paid for their season tickets for the 2006-2007 season, and (3) that the option was not restricted to season tickets for games played in Seattle, but extended to season tickets for games played in Oklahoma City by the Thunder.

At least the following issues remain to be decided: (1) whether PBC was obligated to notify class members of their renewal option in advance of the 2009 season; (2) whether class members waived or forfeited their renewal option; (3) assuming that PBC breached the Emerald Club contract by failing to offer the renewal option, and class members did not waive or forfeit

the renewal option, what damages, if any, did class members suffer as a result of that breach.

Under the Court's rulings, the actual purchase (and resale for a profit) of season tickets for games in Oklahoma City is no longer an option. A remedy remaining available to Plaintiffs and Class members is a potential money judgment consisting of the profit that might have been made through a resale of season tickets, if Plaintiffs and Class members had been allowed to exercise their options to purchase season tickets for the 2008-2009 and 2009-2010 seasons at 2006-2007 prices.

5. DO I NEED TO DO ANYTHING IN ORDER TO REMAIN A MEMBER OF THE CLASS?

You are being sent this Notice because records provided by Defendant to counsel for Plaintiffs indicate that, except for excluded Emerald Club members who have been sent this Notice for informational purposes only, you are a member of the Class defined above. If you fit within the description of the Class, you will automatically remain a member of the Class, unless you take steps to opt out of the Class, as described below. You may also appear by your own attorney, at your own expense.

If you choose to remain a member of the Class, the named Plaintiffs will serve as your representatives, and Plaintiffs' attorneys will act as your counsel for the claims against Defendant. Emerald Club members who have been excluded from the Class are not represented by the attorneys for the Class and will not be bound by any judgments entered or settlements reached in this matter.

Members of the Class will not be personally responsible for any attorney fees or costs unless they obtain their own counsel, in which case they may be responsible for their fees and costs. However, Class members may be entitled to share in any monetary award of damages made in this case. If a monetary judgment is awarded or a settlement is negotiated in favor of Plaintiffs and the Class in this matter, Class Counsel will petition the Court to enter an order for an award of attorneys' fees plus reimbursement of costs to be paid from the judgment or

settlement.

If you are a member of the Class and you change your address, or if this notice was not mailed to your correct address, you should immediately send your updated address, in writing and referencing the Brotherson v. Professional Basketball Club, L.L.C. Class Action Litigation to Keller Rohrback L.L.P. 1201 Third Avenue, Seattle, Washington 98101-3052, Attention: Mark A. Griffin.

6. WHO REPRESENTS THE CERTIFIED CLASS?

(a) The named Plaintiffs, Robert Brotherson, Patrick Sheehy, and Carolyn Bechtel, all members of the Emerald Club, have been designated by the Court as Class Representatives.

(b) The Court has appointed Keller Rohrback L.L.P. and Myers & Company, P.L.L.C. as Class counsel. These attorneys represent the interests of all members of the Class, with respect to their claims for Defendant's breach of the Emerald Club contract.

7. HOW CAN I OPT OUT OF THE CLASS ACTION?

If you are a member of the Class, but do not want to remain in the Class and participate in any monetary damage award made to Class members, then you must sign and return a Request To Opt Out Of Class to Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, Washington 98101-3052, Attention: Mark A. Griffin, postmarked no later than May 22, 2009. The Request To Opt Out Of Class must include substantially the following statement: "I want to opt out of the Class certified in the Brotherson v. Professional Basketball Club, L.L.C. Class Action Litigation."

By electing to opt out of the Class, you (1) will not share in any potential recovery (if any) that may be obtained as a result of trial or settlement, (2) will not be bound by any further orders or judgments entered for or against the Class, and (3) you may present any claims that you have against the Professional Basketball Club, L.L.C. by filing your own lawsuit at your own

expense, or by seeking to intervene in this lawsuit as an individual plaintiff, also at your own expense.

8. WHERE DO I GET ADDITIONAL INFORMATION?

Counsel for the Class has set up a website where information about the case will be posted. That website is <http://www.SonicsClassAction.com>. The website should be your first source for obtaining information about the case. (The website content is not necessarily court approved.) If you want further information, you may write or call Mark Griffin or Amy Williams-Derry at Keller Rohrbach L.L.P., 1201 Third Avenue, Suite 3200, Seattle, Washington 98101, telephone 1-800-230-7725 or Michael Myers or Thomas Baisch at Myers & Company, P.L.L.C., 1809 – 7th Avenue, Suite 700, Seattle, Washington, 98101, telephone 206-398-1188.

PLEASE DO NOT CONTACT THE COURT.

9. REMINDER AS TO TIME LIMIT

If you wish to be excluded from the Class on whose behalf this action is being pursued, you must submit your Request for Exclusion, postmarked no later than October 23, 2009.

The foregoing is only a summary of the case. You may seek the advice of your own attorney, at your expense, if you so desire. For more detailed information, you may review the papers on file in the lawsuit, which may be inspected during regular business hours at the Clerk's Office, United States Courthouse, 700 Stewart Street, Seattle, Washington 90101.

Dated this 4th day of September, 2009

The Honorable Richard A. Jones
United States District Court