

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 11)*

Big 5 Sporting Goods Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

08915P101

(CUSIP Number)

Stadium Capital Management, LLC
199 Elm Street
New Canaan, CT 06840-5321
(203) 972-8235

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 4, 2016

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Stadium Capital Management GP, L.P.

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

2,890,811 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

2,890,811 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,890,811 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13.2%

(14) TYPE OF REPORTING PERSON (see instructions)
PN

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Stadium Capital Management, LLC

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

2,890,811 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

2,890,811 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,890,811 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13.2%

(14) TYPE OF REPORTING PERSON (see instructions)
IA, OO

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Alexander M. Seaver

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
United States

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

2,890,811 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

2,890,811 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,890,811 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13.2%

(14) TYPE OF REPORTING PERSON (see instructions)
IN

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Bradley R. Kent

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
United States

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

2,890,811 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

2,890,811 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,890,811 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13.2%

(14) TYPE OF REPORTING PERSON (see instructions)
IN

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Stadium Capital Partners, L.P.

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
California

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

2,630,539 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

2,630,539 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,630,539 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
12.0%

(14) TYPE OF REPORTING PERSON (see instructions)
PN

CUSIP No. **08915P101**

13D

(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only)
Stadium Capital Qualified Partners, L.P.

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7) SOLE VOTING POWER

-0- shares

(8) SHARED VOTING POWER

260,272 shares

(9) SOLE DISPOSITIVE POWER

-0- shares

(10) SHARED DISPOSITIVE POWER

260,272 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
260,272 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
1.2%

(14) TYPE OF REPORTING PERSON (see instructions)
PN

Item 1. Security and Issuer

This statement relates to shares of Common Stock (the "Stock") of **Big 5 Sporting Goods Corporation** (the "Issuer"). The principal executive office of the Issuer is located at **2525 E. El Segundo Boulevard, El Segundo, CA 90245**.

Item 2. Identity and Background

The persons filing this statement and the persons enumerated in Instruction C of Schedule 13D and, where applicable, their respective places of organization, general partners, directors, executive officers and controlling persons, and the information regarding them, are as follows:

- (a) **Stadium Capital Management, LLC ("SCM"); Stadium Capital Management GP, L.P. ("SCMGP"); Alexander M. Seaver ("Seaver"); Bradley R. Kent ("Kent"); Stadium Capital Partners, L.P. ("SCP"); Stadium Capital Qualified Partners, L.P. ("SQP")** (collectively, the "Filers").
SCP and SQP are filing this statement jointly with the other Filers, but not as member of a group and expressly disclaim membership in a group.
- (b) The business address of the Filers is
199 Elm Street, New Canaan, CT 06840-5321
- (c) Present principal occupation or employment of the Filers and the name, principal business and address of any corporation or other organization in which such employment is conducted:
SCM is an investment adviser and the general partner of SCMGP. Seaver and Kent are the managers of SCM. SCP and SQP are investment limited partnerships, of which SCMGP is the general partner.
- (d) During the last five years, none of the Filers has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Filers was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) **See Item 4 of the cover sheet for each Filer.**

Item 3. Source and Amount of Funds or Other Consideration

The source and amount of funds used in purchasing the Stock were as follows:

<u>Purchaser</u>	<u>Source of Funds</u>	<u>Amount</u>
SCM	Funds Under Management(1)	\$ 29,339,697
SCP	Working Capital	\$ 26,916,481
SQP	Working Capital	\$ 2,423,216

(1) Includes funds of SCP investors in the Stock.

Item 4. Purpose of Transaction

The Filers purchased shares of Stock for investment purposes.

The Filers are engaged in the investment advisory business. In pursuing this business, the Filers will routinely monitor the Issuer with regard to a wide variety of factors that affect their investment considerations, including, without limitation, current and anticipated future trading prices for the Stock and other securities, the Issuer's operations, assets, prospects, financial position, and business development, Issuer's management, Issuer-related competitive and strategic matters, general economic, financial market and industry conditions, as well as other investment considerations.

Depending on their evaluation of various factors, including those indicated above, the Filers may take such actions with respect to their holdings in the Issuer as they deem appropriate in light of circumstances existing from time to time. Such actions may include the purchase of additional shares of Stock in the open market, through privately negotiated transactions with third parties or otherwise, or the sale at any time, in the open market, through privately negotiated transactions with third parties or otherwise, of all or a portion of the shares of Stock now owned or hereafter acquired by any of them. In addition, the Filers may from time to time enter into or unwind hedging or other derivative transactions with respect to the Stock or otherwise pledge their interests in the Stock as a means of obtaining liquidity. The Filers may from time to time cause any of Stadium Capital Partners, L.P. and Stadium Capital Qualified Partners, L.P. (the "Stadium Capital Funds") to distribute in kind to their respective investors shares of Stock owned by such Stadium Capital Funds. In addition, from time to time the Filers and their representatives and advisers may communicate with other stockholders, industry participants and other interested parties concerning the Issuer. Further, the Filers reserve the right to act in concert with any other stockholders of the Issuer, or other persons, for a common purpose should they determine to do so, and/or to recommend courses of action to the Issuer's management, the Issuer's Board of Directors (the "Board") and the stockholders of the Issuer. Any of the foregoing actions could involve one or more of the events referred to in paragraphs (a) through (j), inclusive, of Item 4 of Schedule 13D, including, potentially, one or more mergers, consolidations, sales or acquisitions of assets, change in control, issuances, purchases, dispositions or pledges of securities or other changes in capitalization.

As previously disclosed, in 2011 SCM began discussions with the management of the Issuer regarding board composition, and specifically about having an SCM representative join the Board. On October 25, 2011, the Board appointed the Filers' designee, Dominic P. DeMarco, to the Board.

On December 18, 2014, SCM submitted a stockholder proposal pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended, to the Issuer for inclusion in the Issuer's proxy statement for its 2015 Annual Meeting of Stockholders (the "2015 Annual Meeting"). The text of the stockholder proposal is attached as Exhibit B and incorporated herein by reference. The stockholder proposal urges the Board to take all necessary steps to eliminate the classification of the Board and to require that all directors be elected on an annual basis instead of once every three years.

On December 18, 2014, SCM also submitted a letter to the Board outlining some of its concerns with the Issuer's corporate governance practices. The letter notes that Mr. DeMarco previously suggested that the Issuer (i) repeal the classification of the Board; (ii) adopt majority voting in director elections; and (iii) eliminate the supermajority vote requirements in its charter and bylaws. The letter further states that SCM (i) is submitting the stockholder proposal described above; and (ii) invites its fellow stockholders to submit their own Rule 14a-8 stockholder proposals to the Issuer prior to the deadline of January 1, 2015. A copy of the letter is attached as Exhibit C and incorporated herein by reference.

On January 21, 2015, Mr. DeMarco submitted a letter to the Chairman of the Board outlining his concerns with the Board's decision on January 19, 2015, to (i) create a special committee that has the full authority to take "all actions" and make all decisions that the "full Board would be empowered to take or make"; and (ii) exclude Mr. DeMarco, and Mr. DeMarco alone, from this "Super Committee". The letter asserts that the formation of such a committee is premised upon an alleged conflict of interest between SCM and other non-management stockholders that is non-existent. It further states that the Board ignored the potential conflicts of other directors, and deliberately crafted the committee in an overly broad manner to effectively exclude Mr. DeMarco from all Board business. The letter also notes that the stockholders of the Issuer must soon determine how to best respond to the Board's actions and that non-management stockholders have tolerated negative stockholder returns, poor governance and limited accountability at the Issuer for far too long. A copy of the letter is attached as Exhibit D and incorporated herein by reference.

On February 4, 2015, Mr. DeMarco submitted a letter to the Chairman of the Board in response to a letter from the Chairman to Mr. DeMarco dated January 30, 2015. Mr. DeMarco's letter reiterates that there is no conflict between SCM and other non-management stockholders, and examines the potential conflicts of the other current members of the Board. Further, the letter corrects certain misstatements made by the Chairman regarding SCM's history of governance concerns with the Issuer and motivations for seeking governance improvements. In addition, the letter asserts that the Chairman continues to be deliberately vague about the scope and purpose of the "Super Committee" formed on January 19, 2015. Finally, the letter refutes the insinuation that Mr. DeMarco has improperly shared confidential Board matters. A copy of the letter is attached as Exhibit E and incorporated herein by reference.

On March 17, 2015, SCP submitted a letter to the Issuer (the "Nomination Letter") nominating Dominic P. DeMarco, Nicholas Donatiello, Jr. and Michael J. McConnell (collectively, the "Nominees") for election to the Board at the Issuer's 2015 Annual Meeting of Stockholders. In its Nomination Letter, SCP also reserved the right to further nominate, substitute or add additional persons in the event that (a) the Issuer purports to increase the number of directorships; (b) the Issuer makes or announces any changes to its bylaws or takes or announces any other action that purports to have, or if consummated would purport to have, the effect of disqualifying any of the Nominees; or (c) any of the Nominees is unable or hereafter becomes unwilling for any reason to serve as a director.

On March 17, 2015, SCM issued a press release regarding the submission of the Nomination Letter and containing the text of a letter submitted to the Chairman of the Board. Among other things, the letter highlights the Issuer's underperformance over the last one, five and ten years relative to its peer group, the S&P 600 Retailing Index and the Russell 2000. In addition, the letter notes the Issuer's poor governance practices and the need for a fresh perspective on the Board. The press release is attached as Exhibit F and incorporated herein by reference.

On April 30, 2015, (i) the Issuer, (ii) SCM, SCMGP, SCP and SQP (collectively, "Stadium"), (iii) Mr. DeMarco and (iv) Nicholas Donatiello, Jr. entered into a Settlement Agreement (the "Settlement Agreement"). Under the terms of the Settlement Agreement, in addition to David R. Jessick, the Issuer agreed to nominate Mr. DeMarco for re-election and Mr. Donatiello for election to the Board at the 2015 Annual Meeting as Class A Directors.

The Issuer also agreed to expand the Board from seven to eight members and appoint Robert C. Galvin to the Board as a Class A Director as soon as practicable after the 2015 Annual Meeting. If Mr. Galvin is not available to serve as a director, then the Issuer and Stadium will agree upon one candidate from a pool of candidates identified by an executive search firm.

The Issuer also agreed to recommend that the stockholders of the Issuer vote at the 2015 Annual Meeting in favor of (i) the Issuer's precatory proposal (the "Majority Voting Proposal") regarding the implementation of a majority voting standard in uncontested elections of directors (a "Majority Voting Standard"); (ii) the Issuer's precatory proposal (the "Supermajority Voting Proposal") regarding the elimination of certain provisions in the Issuer's charter and bylaws that require the affirmative vote of at least 80% of the voting power of all of the Issuer's then-outstanding shares of common stock (the "Supermajority Voting Provisions"); and (iii) SCM's stockholder proposal relating to the elimination of the classified structure of the Board (the "Declassified Board Proposal").

If the Majority Voting Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, within 30 days after the 2015 Annual Meeting, the Board will take all actions necessary to amend the Issuer's bylaws to implement a Majority Voting Standard.

If the Supermajority Voting Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, at the Issuer's 2016 Annual Meeting of Stockholders (the "2016 Annual Meeting"), the Board will present to the stockholders of the Issuer, and will recommend that the stockholders of the Issuer vote in favor of, amendments to the Issuer's charter and bylaws to eliminate any Supermajority Voting Provision in the charter and bylaws.

If the Declassified Board Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, at the 2016 Annual Meeting, the Board will present to the stockholders of the Issuer, and will recommend that the stockholders of the Issuer vote in favor of, an amendment to the Issuer's charter to eliminate the classification of the Board and provide for the annual election of all directors. If such proposal receives the requisite number of votes to effect such action at the 2016 Annual Meeting, then the directors elected at the 2016 Annual Meeting will serve a one-year term expiring at the Issuer's 2017 Annual Meeting of Stockholders (the "2017 Annual Meeting") and the directors elected or appointed prior to the 2016 Annual Meeting will finish their respective terms.

Under the terms of the Settlement Agreement, the Issuer also agreed to establish a three-person Value Creation Committee of the Board (the "Value Creation Committee") following the 2015 Annual Meeting to review the Issuer's business, operations, capital allocations and strategy and to make recommendations to the Board on these issues. The Value Creation Committee will dissolve automatically at the end of the Standstill Period (defined below) unless extended by the Board.

Stadium is subject to certain standstill restrictions during the period from the date of the Settlement Agreement until the earlier of (i) 10 days prior to the deadline for submission of stockholder nominees for the 2016 Annual Meeting; or (ii) 100 days prior to the first anniversary of the 2015 Annual Meeting (such period, the "Standstill Period"). During the Standstill Period, Stadium is subject to customary standstill and voting obligations, including, among other things, that Stadium and its affiliates and associates will not acquire beneficial ownership of 14% or more of the outstanding Stock or participate in a proxy solicitation. Additionally, Stadium agreed not to use or proceed with the proxy statement it filed in connection with the 2015 Annual Meeting, and to vote all of its shares in favor of the election of Messrs. DeMarco, Donatiello and Jessick, the Issuer's "say-on-pay" proposal, the ratification of the Issuer's auditors, the Majority Voting Proposal, the Supermajority Voting Proposal and the Declassified Board Proposal. The Issuer also agreed to reimburse Stadium for its reasonable and documented fees and expenses (including but not limited to legal expenses) in an amount not to exceed \$195,000.

The foregoing summary of the Settlement Agreement is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Settlement Agreement, which is attached as Exhibit G and is incorporated herein by reference.

On May 1, 2015, the Issuer issued a press release announcing the Settlement Agreement and related matters. A copy of the letter is attached as Exhibit H and incorporated herein by reference.

On March 4, 2016, (i) the Issuer, (ii) Stadium, (iii) Mr. DeMarco and (iv) Mr. Donatiello entered into an Amendment to Settlement Agreement (the "Amendment"), which extended and modified portions of the Settlement Agreement.

Under the terms of the Amendment, the parties agreed to extend the Standstill Period until the earlier of (i) 10 days prior to the deadline for submission of stockholder nominees for the 2017 Annual Meeting or (ii) 100 days prior to the first anniversary of the 2016 Annual Meeting.

Stadium also agreed to vote all of its shares at the 2016 Annual Meeting in favor of (i) the re-election to the Board of any individual who is a director of the Issuer as of the date of the Amendment, subject, in each case, to the nomination of such director by the Board; (ii) a proposal by the Board to amend the Issuer's charter to eliminate the classification of the Board on a phased-in basis and provide for the annual election of directors beginning in 2016; (iii) a proposal by the Board to amend the Issuer's charter and bylaws to eliminate any provisions that require the affirmative vote of at least 80% of all of the Issuer's then-outstanding shares of common stock; (iv) the "say-on-pay" vote regarding the compensation paid to the Issuer's named executive officers; and (v) the ratification of the appointment of Deloitte & Touche LLP to serve as the Issuer's independent auditors for fiscal year 2016.

Under the terms of the Amendment, the parties also agreed to increase the size of the Value Creation Committee from three members to four, and to add Steven G. Miller as the fourth member of the Value Creation Committee. The Value Creation Committee will dissolve automatically at the end of the Standstill Period unless extended by the Board.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Amendment, which is attached as Exhibit I and is incorporated herein by reference.

Except as set forth in this statement, the Filers do not presently have any additional plans or proposals that relate to or would result in any of the transactions, events or actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

The beneficial ownership of the Stock by each Filer at the date hereof is reflected on that Filer's cover page. The percentage on the cover pages relating to beneficial ownership of the Stock is based on 21,914,082 shares of Stock outstanding as of February 24, 2016, as reported in the Form 10-K for the fiscal year ended January 3, 2016, of the Issuer.

Except as set forth in Schedule A, none of the Filers has effected any transactions in the Stock in the last 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

SCM is the investment adviser of its clients pursuant to investment management agreements or limited partnership agreements providing to SCM the authority, among other things, to invest the funds of such clients in the Stock, to vote and dispose of the Stock and to file this statement on behalf of such clients. Pursuant to such limited partnership agreements, the general partner of such clients is entitled to

allocations based on assets under management and realized and unrealized gains. Pursuant to such investment management agreements, SCM (or SCMGP) is entitled to fees based on assets under management and realized and unrealized gains.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Description
A	Agreement Regarding Joint Filing of Statement on Schedule 13D or 13G.*
B	Stockholder Proposal sent to the Issuer pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended.*
C	Letter to the Board of Directors, dated December 18, 2014.*
D	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated January 21, 2015.*
E	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated February 4, 2015.*
F	Press Release of Stadium Capital Partners, L.P., dated March 17, 2015.*
G	Settlement Agreement, dated April 30, 2015, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
H	Press Release, dated May 1, 2015.*
I	Amendment to Settlement Agreement, dated March 4, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.

* Previously filed.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: **March 7, 2016**

STADIUM CAPITAL MANAGEMENT, LLC

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL PARTNERS, L.P.

By: Stadium Capital Management, GP, L.P.
General Partner

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL MANAGEMENT GP, L.P.

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL QUALIFIED PARTNERS, L.P.

By: Stadium Capital Management, GP, L.P.
General Partner

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

/s/ Bradley R. Kent
Bradley R. Kent

/s/ Alexander M. Seaver
Alexander M. Seaver

SCHEDULE A

TRANSACTIONS BY THE FILERS IN THE PAST 60 DAYS

No transactions.

EXHIBIT INDEX

Exhibit No.	Description
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D	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated January 21, 2015.*
E	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated February 4, 2015.*
F	Press Release of Stadium Capital Partners, L.P., dated March 17, 2015.*
G	Settlement Agreement, dated April 30, 2015, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
H	Press Release, dated May 1, 2015.*
I	Amendment to Settlement Agreement, dated March 4, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.

* Previously filed.

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to the Settlement Agreement (this "**Amendment**") dated March 4, 2016, is entered into by and among the persons and entities listed on Schedule A (collectively, the "**Stadium Capital Group**", and each, individually, a "**member**" of the Stadium Capital Group), Big 5 Sporting Goods Corporation (the "**Company**"), Dominic P. DeMarco, in his individual capacity and as a member of the Stadium Capital Group, and Nicholas Donatiello, Jr., in his individual capacity.

WHEREAS, on April 30, 2015, the Stadium Capital Group, Mr. Donatiello and the Company entered into the Settlement Agreement (the "**Agreement**");

WHEREAS, the parties to the Agreement now wish to extend and amend certain provisions of the Agreement;

WHEREAS, the parties to the Agreement provided that the Agreement may be amended only by an agreement in a writing executed by the parties to the Agreement; and

WHEREAS, the parties to the Agreement intend to amend only those specific provisions addressed in this Amendment, and otherwise not to change or affect any of the other provisions of the Agreement.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.
2. **Board and Board Committees.**

(a) **Board Size and Replacement Directors.** During the Standstill Period (as defined below), the Board and all committees and subcommittees of the Board shall not (a) seek to increase the size of the Board to more than eight (8) members or (b) change the classes on which the board members serve without the prior written consent of the Stadium Capital Group; provided, however, that the Board may recruit potential directors or director nominees, announce retirements or departures of directors and replace retired or departed directors (a "**Replacement Director**") without the prior written consent of the Stadium Capital Group so long as (i) the Board is not increased to more than eight (8) members during the Standstill Period and (ii) if the Company continues to have a classified board of directors, the Replacement Director will be appointed to the same class of the Board as the departing director whom he or she replaces. The Company also agrees that any Replacement Director appointed pursuant to this Section 2(a) shall (A) meet all director independence and other standards of Nasdaq and the Securities and Exchange Commission (the "**SEC**") and applicable provisions of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations promulgated thereunder and (B) be qualified to serve as a director under the Delaware General Corporation Law (the "**DGCL**") (clauses (A) and (B), the "**Independence Conditions**"). Each Replacement Director will promptly advise the Nominating Committee if he or she ceases to satisfy any of the Independence Conditions.

(b) **Committees of the Board.**

(i) **Compensation and Nominating Committees.** The Board shall take all actions necessary to reappoint Mr. DeMarco as a member of the Compensation Committee and Mr. Donatiello as a member of the Nominating Committee.

(ii) **Value Creation Committee.** The charter for the Value Creation Committee shall be amended as set forth on Exhibit A hereto. Additionally, with the exception of Steven G. Miller, the Value Creation Committee shall be comprised solely of members of the Board who qualify as "independent" pursuant to the standards of Nasdaq. The Value Creation Committee shall be co-chaired by

Mr. DeMarco and Mr. Van B. Honeycutt; the other members of the Value Creation Committee shall be Mr. Galvin (or, in the event Mr. Galvin is unable to serve on the Value Creation Committee at any time during the Standstill Period, an additional director as mutually agreed upon by the Board and the Stadium Capital Group; provided that, for the avoidance of doubt, the Value Creation Committee will continue with three members until the additional director is appointed) and Mr. Miller. During the Standstill Period, the Value Creation Committee (i) shall have no more than four (4) members, one of whom shall be designated by the Stadium Capital Group and (ii) shall have two (2) co-chairs, one of whom shall be designated by the Stadium Capital Group.

(iii) *Other Committees.* Subject to the standards of Nasdaq, the Board and all committees and subcommittees of the Board shall take all actions necessary and appropriate to ensure that each committee and subcommittee of the Board formed during the Standstill Period (other than a committee or subcommittee formed to evaluate and/or take action with respect to (a) the ownership of shares by the Stadium Capital Group, (b) the exercise of the Company's rights or enforcement of any of the Stadium Capital Group's obligations under the Agreement (including this Amendment) or (c) any transactions proposed by the Stadium Capital Group or any of its affiliates) includes at least one Stadium Capital Designee or one Stadium Capital Replacement Director. Except as specifically provided above, the Company agrees that, during the Standstill Period, neither the Company nor the Board shall create any committee that has the right to exercise all of the authority of the Board in the management of the business affairs of the Company unless Mr. DeMarco (or, if Mr. DeMarco is no longer serving on the Board, Mr. Donatiello or a Stadium Capital Replacement Director) is appointed to such committee.

3. ***Standstill.***

(a) The Stadium Capital Group agrees that, until the earlier of (i) ten (10) days prior to the deadline for submission of stockholder nominees for the Company's 2017 annual meeting of stockholders or (ii) the date that is 100 days prior to the first anniversary of the 2016 Annual Meeting (the "***Standstill Period***"), neither it nor its Affiliates or Associates (as such terms are defined in Rule 12b-2 promulgated by the SEC under the Exchange Act) (collectively and individually referred to as the "***Stadium Capital Affiliates***," provided that no portfolio company of the Stadium Capital Group shall be deemed a "Stadium Capital Affiliate") shall, directly or indirectly, alone or in concert with others:

(i) make, engage in, or in any way participate in, directly or indirectly, any "solicitation" of proxies (as such terms are used in the proxy rules of the SEC but without regard to the exclusion set forth in Rule 14a-1(l)(2)(iv) of the Exchange Act) except as otherwise provided for in the Agreement (including this Amendment);

(ii) form, join, or in any way participate in any Group (as such term is defined in Section 13(d)(3) of the Exchange Act) with any persons who are not Stadium Capital Affiliates with respect to any securities of the Company or otherwise in any manner agree, attempt, seek or propose to deposit any securities of the Company in any voting trust or similar arrangement, or subject any securities of the Company to any arrangement or agreement with respect to the voting thereof, except as expressly set forth in the Agreement (including this Amendment);

(iii) acquire, offer or propose to acquire, or agree to acquire, directly or indirectly, whether by purchase, tender or exchange offer, any securities of the Company that would result in the Stadium Capital Group (together with the Stadium Capital Affiliates) owning, controlling or otherwise having any beneficial or other ownership interest in more than 14% in the aggregate of the shares of Common Stock outstanding at such time; provided, that, nothing herein will require Common Stock to be sold to the extent the Stadium Capital Group and the Stadium Capital Affiliates, collectively, exceed the ownership limit under this paragraph as the result of a share repurchase or similar Company actions that reduces the number of outstanding shares of Common Stock;

(iv) sell, offer or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities of the Company held by the Stadium Capital Group or any Stadium Capital Affiliate to any

person or entity that is not (A) a party to the Agreement, (B) a member of the Board, (C) an officer of the Company or (D) a Stadium Capital Affiliate (any person or entity not set forth in clauses (A)-(D) shall be referred to as a “**Third Party**”), that would knowingly result in such Third Party, together with its affiliates and associates, owning, controlling or otherwise having any beneficial or other ownership interest in the aggregate of more than 10% of the shares of Common Stock outstanding at such time, except in a transaction approved by the Board or in an arms-length transaction to a nationally recognized brokerage firm where the Stadium Capital Group is not otherwise aware of the identity of the buyer of the shares;

(v) (A) make any proposal for consideration by stockholders at any annual or special meeting of stockholders of the Company, (B) make any offer or proposal (with or without conditions) with respect to any tender or exchange offer, merger, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company or its material assets (each, an “**Extraordinary Transaction**”), or (C) call or seek to call a special meeting of stockholders;

(vi) unless otherwise approved by the Board, take any public action in support of, take any action that would cause or require the Company to make public disclosure of, or make any proposal or request that constitutes: (A) advising, controlling, changing or influencing the Board or management of the Company, including any plans or proposals to change the number or term of directors or to fill any vacancies on the Board (other than as provided in the Agreement (including this Amendment)); (B) any material change in the capitalization, stock repurchase programs and practices or dividend policy of the Company; (C) any other material change in the Company’s management, business or corporate structure (other than as provided in the Agreement (including this Amendment)); (D) seeking to have the Company waive or make amendments to the Charter or Bylaws (other than as provided in the Agreement (including this Amendment)), or other actions that may impede or facilitate the acquisition of control of the Company by any person; (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; or (F) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(vii) seek, or encourage any person, to submit nominations in furtherance of a “contested solicitation” for the election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the election or removal of any directors;

(viii) seek, alone or in concert with others, representation on the Board, except as specifically provided for in the Agreement (including this Amendment);

(ix) seek to advise, encourage, support or influence any person with respect to the voting or disposition of securities of the Company at any annual or special meeting of stockholders except as specifically provided for in the Agreement (including this Amendment);

(x) make any public disclosure, announcement or statement regarding any intent, purpose, plan or proposal with respect to the Board, the Company, its management, policies or affairs, any of its securities or assets or the Agreement (including this Amendment) that is inconsistent with the provisions of the Agreement (including this Amendment); or

(xi) enter into any discussions, negotiations, agreements, or understandings with any Third Party with respect to any of the foregoing, or advise, assist, knowingly encourage or seek to persuade any Third Party to take any action or make any statement with respect to any of the foregoing, or otherwise take or cause any action or make any statement inconsistent with any of the foregoing.

(b) Each member of the Stadium Capital Group shall cause all shares of Common Stock beneficially owned, directly or indirectly, by it, or by any Stadium Capital Affiliate, as applicable, to be present for quorum purposes and to be voted, at the 2016 Annual Meeting and at any adjournments or postponements thereof, in favor of (i) the re-election of any individual who is a director of the Company as of the date of this Amendment, subject, in each case, to nomination of such director by the Board, (ii) the 2016 Declassified Board Proposal, (iii) the 2016 Supermajority Voting Proposal, (iv) the “say-on-pay” vote regarding the compensation paid to the Company’s

named executive officers and (v) the ratification of the appointment of Deloitte & Touche LLP to serve as the Company's independent auditors for fiscal year 2016. Except as specifically set forth above, the Stadium Capital Group may vote their shares of Common Stock in their discretion.

For purposes of the Agreement (including this Amendment), the terms "**person**" or "**persons**" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature.

(c) Nothing in this Section 3 shall limit, in any way, any action that may be taken by any Stadium Capital Designee (or any Stadium Replacement Director), acting solely in their capacity as a director of the Company, as necessary and appropriate to comply with their fiduciary duties to the Company and its stockholders.

4. **Representations of the Company.** The Company represents and warrants as follows: (a) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Amendment and to consummate the transactions contemplated hereby; (b) this Amendment has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms; and (c) the execution, delivery and performance of this Amendment by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

5. **Representations of the Stadium Capital Group.** The Stadium Capital Group, jointly and severally, represents and warrants as follows: (a) the Stadium Capital Group has the power and authority to execute, deliver and carry out the terms and provisions of this Amendment and to consummate the transactions contemplated hereby; (b) this Amendment has been duly and validly authorized, executed and delivered by the Stadium Capital Group, constitutes a valid and binding obligation and agreement of the Stadium Capital Group and is enforceable against the Stadium Capital Group in accordance with its terms; and (c) the Stadium Capital Group, together with the Stadium Capital Affiliates, beneficially owns, directly or indirectly, an aggregate of 2,890,811 shares of Common Stock and such shares of Common Stock constitute all of the Common Stock beneficially owned by the Stadium Capital Group, the Stadium Capital Affiliates or in which the Stadium Capital Group, the Stadium Capital Affiliates have any interest or right to acquire, whether through derivative securities, voting agreements or otherwise.

6. **Entire Agreement; Amendment.** Other than as expressly set forth in this Amendment, the terms of the Agreement shall remain in full force and effect.

7. **SEC Filings.**

(a) The Company shall file promptly with the SEC a Form 8-K reporting entry into this Amendment (the "**Form 8-K**") and appending this Amendment as an exhibit thereto.

(b) The Stadium Capital Group shall promptly, but in no case prior to the date of filing of the Form 8-K by the Company, file an amendment to the Stadium Capital Schedule 13D, reporting the entry into this Amendment and appending this Amendment as an exhibit thereto.

8. **Expenses.** All attorneys' fees, costs and expenses incurred in connection with this Amendment and all matters related hereto will be paid by the party incurring such fees, costs or expenses.

9. **Counterparts.** This Amendment may be executed in two or more counterparts either manually or by electronic or digital signature (including by facsimile or electronic mail transmission), each of which shall be deemed to be an original and all of which together shall constitute a single binding agreement on the parties hereto, notwithstanding that not all parties are signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has executed this AMENDMENT TO SETTLEMENT AGREEMENT or caused the same to be executed by its duly authorized representative as of the date first above written.

Big 5 Sporting Goods Corporation

By: /s/ Steven G. Miller
Name: Steven G. Miller
Title: Chairman, President and CEO

[Signature Page — Amendment to Settlement Agreement]

IN WITNESS WHEREOF, each of the parties hereto has executed this AMENDMENT TO SETTLEMENT AGREEMENT or caused the same to be executed by its duly authorized representative as of the date first above written.

Stadium Capital Management, LLC

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Manager

Stadium Capital Management GP, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Manager

Stadium Capital Partners, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Manager

Stadium Capital Qualified Partners, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Manager

/s/ Dominic P. DeMarco

Dominic P. DeMarco

/s/ Nicholas Donatiello, Jr.

Nicholas Donatiello, Jr.

[Signature Page — Amendment to Settlement Agreement]

Schedule A

Members of Stadium Capital Group

Stadium Capital Management, LLC

Stadium Capital Management GP, L.P.

Stadium Capital Partners, L.P.

Stadium Capital Qualified Partners, L.P.

Dominic P. DeMarco

Exhibit A

Revised Value Creation Committee Charter

VALUE CREATION COMMITTEE CHARTER

*Big 5 Sporting Goods Corporation
Value Creation Committee*

Purpose

The Value Creation Committee is appointed by the Board of Directors (the “Board”) of Big 5 Sporting Goods Corporation (the “Company”) to, among other things, review the Company’s business, operations, capital allocations and strategy, explore profit enhancement opportunities for the Company’s business, and identify possible areas of value creation for the Company’s business and its stockholders, and to make recommendations to the Board on these issues. Additionally, the Committee shall continue to have primary responsibility for overseeing any independent financial advisors retained by the Committee in connection with the Committee’s purpose.

Membership and Meetings

The Committee shall consist of a maximum of four (4) directors. The Committee shall be co-chaired by Mr. Dominic P. DeMarco and Mr. Van B. Honeycutt; the other members of the Committee shall be Mr. Robert C. Galvin and Mr. Steven G. Miller. Subject to the terms of any agreement to which the Company may be party, the members of the Committee shall be appointed and may be removed solely for cause as defined by Delaware law, and shall serve for such term as the Board determines or until their successors are elected or appointed.

The Committee shall (i) meet as often as its members shall determine to be necessary, or meetings may be called by either Co-Chairman or any two (2) members of the Committee or the Chairman of the Board and (ii) hold meetings on at least two (2) business days’ prior written notice or such shorter period as to which the members of the Committee agree. The Committee shall keep minutes and other relevant documentation of all meetings held. The Co-Chairs of the Committee shall be responsible for scheduling all meetings of the Committee, determining the agenda for each meeting (following consultation with other members of the Committee), ensuring that the agenda for each meeting is circulated to each Committee member in advance of the meeting, presiding over meetings of the Committee and coordinating reporting to the Board. A vote of a majority of all members of the Committee will constitute an act of the Committee.

The Committee shall have reasonable access to members of management, and management shall furnish to the Committee (as well as its advisors) such financial information, projections and other information, support and cooperation as the Committee reasonably requests to assist it in performing its duties. In addition, the Committee may obtain reasonable assistance from officers of the Company, and shall have the authority to retain and engage independent financial, legal and/or other advisors or consultants as reasonably necessary at the expense of the Company in furtherance of the purposes and authority of the Committee as set forth above and below.

The Committee shall make regular reports to the Board, and all recommendations of the Committee shall be reported to the Board at the next regular meeting of the Board or otherwise as appropriate.

The Committee shall remain in effect until (A) the earlier of (i) ten (10) days prior to the deadline for submission of stockholder nominees for the Company's 2017 annual meeting of stockholders or (ii) the date that is one hundred (100) days prior to the first anniversary of the Company's 2016 annual meeting of stockholders or (B), if determined by the Board, thereafter.

Purpose and Authority

The Committee shall have the authority to do the following:

1. review the Company's business, strategy, performance and market conditions;
2. explore profit enhancement opportunities for the Company's business;
3. develop an operating improvement plan for the Company's business;
4. identify ways to maximize the value of the business for the Company and its stockholders;
5. retain independent financial, legal and/or other advisors and consultants at the expense of the Company to advise and assist it in considering these issues; and
6. make recommendations to the Board for the Board's consideration in deciding whether or not to approve and implement any (or all) of the above-referenced matters.

Confidentiality

Subject to and consistent with each Committee Member's fiduciary and/or contractual duties to the Company and its stockholders, each member of the Committee shall preserve the confidentiality of the Committee's communications, deliberations and recommendations and of information and material supplied to the Committee in the course of its duties (collectively, the "Confidential Information"). Consistent with the above-provision, no member of the Committee shall use any Confidential Information for a purpose other than as contemplated by this Charter or disclose any Confidential Information other than to (i) the Board, (ii) the Committee's outside advisors or (iii) any person to whom disclosure of Confidential Information is required by law.
