

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

SCHEDULE 13D
(RULE 13d-101)

BIG 5 SPORTING GOODS CORPORATION

(Name of Issuer)

COMMON STOCK

(Title of Class of Securities)

08915P 101

(CUSIP Number)

NOVEMBER 12, 2004

(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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

(1)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 the disclosures provided in a prior cover page.

The information required in 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).

1. NAMES OF REPORTING PERSONS.
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).

Steven G. Miller

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

3. SEC USE ONLY

4. SOURCE OF FUNDS*

Not applicable.

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

4. CITIZENSHIP OR PLACE OF ORGANIZATION

United States

Number of	5.	SOLE VOTING POWER 21,250
Shares		
Beneficially	6.	SHARED VOTING POWER 1,005,000
Owned by		
Each	7.	SOLE DISPOSITIVE POWER 21,250
Reporting		
Person With	8.	SHARED DISPOSITIVE POWER 1,429,232

9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,450,482

10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES*

11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)
6.4% based on 22,672,627 shares of Common Stock outstanding as of
October 29, 2004, as reported by the Issuer in its Quarterly Report on
Form 10-Q for the quarterly period ended September 26, 2004.

12. TYPE OF REPORTING PERSON
IN

* SEE INSTRUCTIONS BEFORE FILLING OUT!

ITEM 1. SECURITY AND ISSUER

This Statement on Schedule 13D relates to the Common Stock, par value \$.01 per share, of Big 5 Sporting Goods Corporation ("Common Stock"). The principal executive offices of the Issuer are located at 2525 East El Segundo Boulevard, El Segundo, California 90245.

ITEM 2. IDENTITY AND BACKGROUND

(a) - (c), (f) This Statement on Schedule 13D is being filed on behalf of Steven G. Miller (the "Reporting Person"). The Reporting Person is President and Chief Executive Officer of the Issuer and Chairman of its Board of Directors. The Reporting Person's business address is c/o Big 5 Sporting Goods Corporation, 2525 East El Segundo Boulevard, El Segundo, California 90245. The Reporting Person is a citizen of the United States. The Reporting Person has previously reported his ownership of certain shares of Common Stock covered by this Schedule 13D on Schedule 13G, as amended.

(d) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he is or was 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.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Not applicable.

ITEM 4. PURPOSE OF TRANSACTION.

In order to secure the assistance of the Reporting Person in making determinations with respect to potential acquisitions and dispositions of securities by Robert W. and Florence Miller Family Partners, L.P. (the "Partnership"), Robert W. Miller and Florence H. Miller, as general partners of the Partnership, executed a trading authorization dated as of November 12, 2004 (the "Trading Authorization") that, among other things, grants the Reporting Person the power to acquire and dispose of securities on behalf of the Partnership, consisting of certain shares of Common Stock owned by the Partnership, and direct payment of funds from the Partnership's trading account.

The Reporting Person, as an executive officer and director of the Issuer, has also adopted a trading plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "10b5-1 Plan"). Shares of Common Stock owned by The Steven G. Miller and Jacquelyne G. Miller Trust dated September 13, 1990 (the "Trust"), of which the

Reporting Person is a co-trustee, may be sold from time to time as provided in the 10b5-1 Plan, as such may be amended from time to time in accordance with Rule 10b5-1.

The Reporting Person, directly or indirectly, whether through the Trust, the Partnership or otherwise, may acquire additional shares of Common Stock from time to time in open market or private transactions, depending on various factors, including, without limitation, the price of the Common Stock and stock market conditions. The Reporting Person, directly or indirectly, whether through the Trust, the Partnership or otherwise, may determine to dispose of some or all of his beneficial holdings of the Issuer's securities, whether pursuant to the 10b5-1 Plan or otherwise. The Reporting Person reserves the right to increase or decrease his holdings on such terms and at such times as each he may decide.

Except as set forth above, the Reporting Person does not have any plans or proposals which relate to or would result in:

(a) the acquisition by any person of additional securities, or the disposition of securities, of the Issuer;

(b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

(c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;

(d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or terms of directors or to fill any existing vacancies on the board;

(e) any material change in the present capitalization or dividend policy of the Issuer;

(f) any other material change in the Issuer's business or corporate structure;

(g) changes in the Issuer's charter, bylaws, or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;

(h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted on the Nasdaq Stock Market Inc.'s National Market;

(i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or

(j) any action similar to any of those enumerated above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) The Reporting Person may be deemed to beneficially own an aggregate of 1,450,482 shares of Common Stock, representing approximately 6.4% of the issued and outstanding shares of Common Stock (based on 22,672,627 shares of Common Stock outstanding as of October 29, 2004, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2004).

(b) Number of shares as to which the Reporting Person has:

- (i) Sole power to vote or to direct the vote: 21,250
- (ii) Shared power to vote or to direct the vote: 1,005,000
- (iii) Sole power to dispose or to direct the disposition of: 21,250
- (iv) Shared power to dispose or to direct the disposition of:
1,429,232

The Partnership, of which the Reporting Person is a limited partner, holds 424,232 shares of Common Stock. Pursuant to the Trading Authorization, the Reporting Person shares dispositive power with respect to such shares. The Reporting Person disclaims beneficial ownership in such shares except to the extent of his pecuniary interest therein.

The Trust holds 1,005,000 shares of Common Stock. The Reporting Person and Jacquelyne G. Miller are co-trustees of such trust.

The Reporting Person holds options to purchase an aggregate of 21,250 shares of Common Stock that are exercisable within 60 days of the date of this Statement on Schedule 13D.

(c) Within the 60 days prior to the date of filing of this Statement on Schedule 13D, the Reporting Person has disposed of an aggregate of 140,000 shares of Common Stock. For each of the dispositions, the transaction date, number of shares of sold and price per share of are set forth in Exhibit 99.1 to this Statement on Schedule 13D, which is hereby incorporated by reference herein in its entirety.

(d) The Partnership, as the owner of certain of the shares of Common Stock covered by this Statement on Schedule 13D, has the right to receive dividends from, or the proceeds from the sale of, such shares. When received by the Partnership, such dividends or proceeds are distributed in accordance with the terms and conditions of the partnership agreement governing the Partnership.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE COMPANY.

The Reporting Person holds an option to purchase 30,000 shares of Common Stock, at an exercise price of \$10.32 per share, granted on February 11, 2003 pursuant to a Stock Option Agreement by and between the Issuer and the Reporting Person. The option becomes exercisable in 48 equal monthly installments commencing on the first day of each month beginning March 1, 2003.

The Reporting Person holds an option to purchase 30,000 shares of Common Stock, at an exercise price of \$24.61 per share, granted on February 13, 2004 pursuant to a Stock Option Agreement by and between the Issuer and the Reporting Person. The option becomes exercisable in 48 equal monthly installments commencing on the first day of each month beginning March 1, 2004.

Except as set forth above, the Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to transfer or voting of any of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 99.1 Table of Recent Dispositions of Common Stock

Exhibit 99.2 Big 5 Sporting Goods Corporation Stock Option Agreement, by and between Big 5 Sporting Goods Corporation and Steven G. Miller, including Grant Notices dated February 11, 2003 and February 11, 2004.

SIGNATURE

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.

November 24, 2004

Date

/s Steven G. Miller

Steven G. Miller

TABLE OF RECENT DISPOSITIONS OF COMMON STOCK

The following table lists all dispositions of the common stock, par value \$.01 per share, of Big 5 Sporting Goods Corporation that may be deemed to have been made by the Reporting Person within 60 days prior to the date of the Statement on Schedule 13D with which this Exhibit has been filed. All dispositions by The Steven G. Miller and Jacquelyne G. Miller Trust dated September 13, 1990 (the "Trust") were made in accordance with a trading plan adopted pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. The remaining dispositions were made by Robert W. and Florence Miller Family Partners, L.P. (the "Partnership").

TRANSACTION DATE	NUMBER OF SHARES OF COMMON STOCK SOLD	PRICE PER SHARE	ENTITY MAKING DISPOSITION
-----	-----	-----	-----
10/4/2004	500	\$22.80	Trust
10/4/2004	200	\$22.82	Trust
10/4/2004	800	\$22.83	Trust
10/4/2004	300	\$22.84	Trust
10/4/2004	200	\$22.85	Trust
10/4/2004	900	\$22.86	Trust
10/4/2004	200	\$22.87	Trust
10/4/2004	500	\$22.89	Trust

TABLE OF RECENT DISPOSITIONS (CONTINUED)

TRANSACTION DATE	NUMBER OF SHARES OF COMMON STOCK SOLD	PRICE PER SHARE	ENTITY MAKING DISPOSITION
10/4/2004	1,000	\$22.90	Trust
10/4/2004	500	\$22.93	Trust
10/4/2004	400	\$22.94	Trust
10/4/2004	900	\$22.95	Trust
10/4/2004	100	\$23.00	Trust
10/4/2004	500	\$23.06	Trust
10/4/2004	300	\$23.10	Trust
10/4/2004	100	\$23.11	Trust
10/4/2004	100	\$23.12	Trust
10/4/2004	1,300	\$23.38	Trust
10/4/2004	300	\$23.42	Trust
10/4/2004	500	\$23.43	Trust
10/4/2004	100	\$23.45	Trust
10/4/2004	100	\$23.48	Trust
10/4/2004	200	\$23.49	Trust
10/19/2004	400	\$24.55	Trust
10/19/2004	30	\$24.56	Trust
10/19/2004	100	\$24.57	Trust
10/19/2004	100	\$24.58	Trust
10/19/2004	100	\$24.59	Trust
10/19/2004	300	\$24.60	Trust
10/19/2004	100	\$24.62	Trust
10/19/2004	316	\$24.63	Trust
10/19/2004	400	\$24.64	Trust
10/19/2004	4,053	\$24.65	Trust
10/19/2004	1,100	\$24.66	Trust
10/19/2004	431	\$24.67	Trust
10/19/2004	600	\$24.68	Trust
10/19/2004	270	\$24.70	Trust
10/19/2004	900	\$24.71	Trust
10/19/2004	400	\$24.72	Trust
10/19/2004	300	\$24.73	Trust
10/19/2004	100	\$24.85	Trust
11/2/2004	687	\$25.50	Trust
11/2/2004	100	\$25.51	Trust
11/2/2004	300	\$25.52	Trust

TABLE OF RECENT DISPOSITIONS (CONTINUED)

TRANSACTION DATE	NUMBER OF SHARES OF COMMON STOCK SOLD	PRICE PER SHARE	ENTITY MAKING DISPOSITION
11/2/2004	313	\$25.53	Trust
11/2/2004	100	\$25.54	Trust
11/2/2004	169	\$25.55	Trust
11/2/2004	331	\$25.56	Trust
11/2/2004	200	\$25.57	Trust
11/2/2004	300	\$25.60	Trust
11/2/2004	300	\$25.61	Trust
11/2/2004	100	\$25.63	Trust
11/2/2004	200	\$25.64	Trust
11/2/2004	200	\$25.66	Trust
11/2/2004	300	\$25.67	Trust
11/2/2004	200	\$25.69	Trust
11/2/2004	1,000	\$25.70	Trust
11/2/2004	199	\$25.73	Trust
11/2/2004	100	\$25.74	Trust
11/2/2004	301	\$25.75	Trust
11/2/2004	100	\$25.76	Trust
11/2/2004	100	\$25.77	Trust
11/2/2004	200	\$25.79	Trust
11/2/2004	700	\$25.80	Trust
11/2/2004	100	\$25.91	Trust
11/2/2004	95	\$25.93	Trust
11/2/2004	5	\$25.95	Trust
11/2/2004	200	\$25.96	Trust
11/2/2004	300	\$25.97	Trust
11/2/2004	200	\$25.98	Trust
11/2/2004	400	\$25.99	Trust
11/2/2004	200	\$26.00	Trust
11/2/2004	200	\$26.03	Trust
11/2/2004	400	\$26.04	Trust
11/2/2004	100	\$26.07	Trust
11/2/2004	100	\$26.09	Trust
11/2/2004	200	\$26.10	Trust
11/2/2004	100	\$26.12	Trust
11/2/2004	200	\$26.13	Trust
11/2/2004	300	\$26.15	Trust

TABLE OF RECENT DISPOSITIONS (CONTINUED)

TRANSACTION DATE	NUMBER OF SHARES OF COMMON STOCK SOLD	PRICE PER SHARE	ENTITY MAKING DISPOSITION
11/2/2004	200	\$26.16	Trust
11/2/2004	100	\$26.23	Trust
11/2/2004	100	\$26.24	Trust
11/5/2004	1,700	\$27.50	Trust
11/5/2004	100	\$27.51	Trust
11/5/2004	100	\$27.52	Trust
11/5/2004	200	\$27.54	Trust
11/5/2004	2,690	\$27.55	Trust
11/5/2004	200	\$27.56	Trust
11/5/2004	100	\$27.57	Trust
11/5/2004	100	\$27.59	Trust
11/5/2004	410	\$27.60	Trust
11/5/2004	100	\$27.62	Trust
11/5/2004	300	\$27.64	Trust
11/5/2004	100	\$27.66	Trust
11/5/2004	500	\$27.67	Trust
11/5/2004	100	\$27.68	Trust
11/5/2004	200	\$27.71	Trust
11/5/2004	200	\$27.72	Trust
11/5/2004	900	\$27.73	Trust
11/5/2004	100	\$27.74	Trust
11/5/2004	100	\$27.75	Trust
11/5/2004	1,800	\$27.77	Trust
11/18/2004	386	\$27.05	Partnership
11/18/2004	100	\$27.08	Partnership
11/18/2004	286	\$27.09	Partnership
11/18/2004	400	\$27.10	Partnership
11/18/2004	370	\$27.13	Partnership
11/18/2004	458	\$27.15	Partnership
11/18/2004	300	\$27.20	Partnership
11/18/2004	100	\$27.25	Partnership
11/18/2004	100	\$27.42	Partnership
11/18/2004	200	\$27.41	Partnership
11/18/2004	600	\$27.40	Partnership
11/18/2004	300	\$27.34	Partnership
11/18/2004	100	\$27.36	Partnership
11/18/2004	100	\$27.37	Partnership
11/18/2004	200	\$27.32	Partnership
11/18/2004	400	\$27.27	Partnership
11/18/2004	500	\$27.26	Partnership
11/18/2004	100	\$27.29	Partnership
11/19/2004	3,900	\$27.00	Partnership
11/19/2004	100	\$27.01	Partnership
11/19/2004	4,000	\$27.10	Partnership
11/19/2004	898	\$27.11	Partnership
11/22/2004	2,380	\$27.24	Partnership
11/22/2004	10,000	\$27.20	Partnership
11/22/2004	700	\$27.22	Partnership
11/22/2004	10,300	\$27.25	Partnership
11/22/2004	400	\$27.26	Partnership
11/22/2004	1,100	\$27.30	Partnership
11/22/2004	100	\$27.31	Partnership
11/22/2004	5,262	\$27.28	Partnership
11/22/2004	200	\$27.29	Partnership
11/22/2004	89	\$27.39	Partnership
11/22/2004	300	\$27.38	Partnership
11/22/2004	100	\$27.40	Partnership
11/22/2004	100	\$27.41	Partnership
11/22/2004	3,000	\$27.36	Partnership
11/22/2004	416	\$27.37	Partnership
11/22/2004	100	\$27.33	Partnership
11/22/2004	1,405	\$27.32	Partnership
11/22/2004	200	\$27.34	Partnership
11/22/2004	1,673	\$27.42	Partnership
11/22/2004	1,200	\$27.16	Partnership
11/22/2004	2,792	\$27.21	Partnership
11/22/2004	1,600	\$27.17	Partnership
11/22/2004	100	\$27.11	Partnership

11/22/2004	3,600	\$27.14	Partnership
11/22/2004	1200	\$27.10	Partnership
11/22/2004	100	\$27.15	Partnership
11/22/2004	11,200	\$27.09	Partnership
11/23/2004	400	\$27.29	Partnership
11/23/2004	300	\$27.22	Partnership
11/23/2004	300	\$27.23	Partnership
11/23/2004	859	\$27.28	Partnership
11/23/2004	1,341	\$27.31	Partnership
11/23/2004	3,858	\$27.19	Partnership
11/23/2004	41	\$27.11	Partnership
11/23/2004	2,606	\$27.14	Partnership
11/23/2004	3,500	\$27.10	Partnership
11/23/2004	100	\$27.37	Partnership
11/23/2004	1,900	\$27.38	Partnership
11/23/2004	1,200	\$27.17	Partnership
11/23/2004	542	\$27.18	Partnership
11/23/2004	751	\$27.12	Partnership
11/23/2004	1,805	\$27.13	Partnership
11/23/2004	1,000	\$27.20	Partnership
11/23/2004	400	\$27.21	Partnership
11/23/2004	4,082	\$27.15	Partnership
11/23/2004	1,500	\$27.16	Partnership

BIG 5 SPORTING GOODS CORPORATION
STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (together with the attached grant notice (the "GRANT NOTICE"), the "AGREEMENT") is made and entered into as of the date set forth on the Grant Notice by and between Big 5 Sporting Goods Corporation, a Delaware corporation (the "COMPANY"), and the individual (the "OPTIONEE") set forth on the Grant Notice.

A. Pursuant to the Big 5 Sporting Goods Corporation 2002 Stock Incentive Plan (the "PLAN"), the Administrator has determined that it is to the advantage and best interest of the Company to grant to Optionee an option (the "OPTION") to purchase the number of shares of the Common Stock of the Company (the "SHARES" or the "OPTION SHARES") set forth on the Grant Notice, at the exercise price determined as provided herein, and in all respects subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference.

B. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in the Plan.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Optionee and the Company hereby agree as follows:

1. Grant and Terms of Stock Option.

1.1 Grant of Option. Pursuant to the Grant Notice, the Company has granted to the Optionee the right and option to purchase, subject to the terms and conditions set forth in the Plan and this Agreement, all or any part of the number of shares of the Common Stock of the Company set forth on the Grant Notice at a purchase price per share equal to the exercise price per Share set forth on the Grant Notice. If the Grant Notice indicates (under "Type of Option") that this Option is an "ISO", then this Option is intended by the Company and Optionee to be an Incentive Stock Option. However, if the Grant Notice indicates that this Option is a "NQSO", then this Option is not intended to be an Incentive Stock Option and is instead intended to be a Nonqualified Stock Option.

1.2 Vesting and Exercisability. Subject to the provisions of the Plan and the other provisions of this Agreement, this Option shall vest and become exercisable in accordance with the schedule set forth in the Grant Notice. Notwithstanding the foregoing, in the event of termination of Optionee's Continuous Status as an Employee, Director or Consultant for any reason, with or without Cause, including as a result of death or Disability, this Option shall immediately cease vesting and shall be cancelled to the extent of the number of Shares as to which this Option has not vested as of the date of termination.

1.3 Term of Option. No portion of this Option may be exercised more than ten years from the date of this Agreement. In the event of termination of Optionee's Continuous Status as an Employee, Director or Consultant, this Option shall be cancelled as to any

unvested Shares as provided in Section 1.2, and shall terminate and be cancelled with respect to any vested Shares on the earlier of (i) the expiration of the ten year period set forth in the first sentence of this Section 1.3, or (ii) 90 days after termination of Optionee's Continuous Status as an Employee, Director or Consultant (or 12 months in the case of termination as a result of Optionee's Disability or death); provided, however, if Optionee's Continuous Status as an Employee, Director or Consultant is terminated for Cause, this entire Option shall be cancelled and terminated as of the date of such termination and shall no longer be exercisable as to any Shares, whether or not previously vested.

2. Method of Exercise.

2.1 Delivery of Notice of Exercise. This Option shall be exercisable by written notice in the form attached hereto as Exhibit A which shall state the election to exercise this Option, the number of Shares in respect of which this Option is being exercised, and such other representations and agreements with respect to such Shares as may be required by the Company pursuant to the provisions of this Agreement and the Plan. Such written notice shall be signed by Optionee (or by Optionee's beneficiary or other person entitled to exercise this Option in the event of Optionee's death under the Plan) and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the exercise price. This Option shall not be deemed exercised until the Company receives such written notice accompanied by the exercise price and any other applicable terms and conditions of this Agreement are satisfied. This Option may not be exercised for a fraction of a Share.

2.2 Restrictions on Exercise. No Shares will be issued pursuant to the exercise of this Option unless and until there shall have been full compliance with all applicable requirements of the Securities Act of 1933, as amended (whether by registration or satisfaction of exemption conditions), all Applicable Laws, and all applicable listing requirements of any national securities exchange or other market system on which the Common Stock is then listed. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be necessary or appropriate, in the judgment of the Administrator, to comply with any Applicable Law.

2.3 Method of Payment. Payment of the exercise price shall be made in full at the time of exercise in cash or by check payable to the order of the Company, or, subject in each case to the advance approval of the Administrator in its sole discretion, (a) by delivery of shares of Common Stock already owned by Optionee, (b) by delivery of a full recourse promissory note made by Optionee in favor of the Company, (c) by a "broker's exercise" involving the sale, at the time of the exercise of the Option, of Shares having a Fair Market Value equal to the exercise price, and the simultaneous remission of the exercise price to the Company, or (d) by any combination of the foregoing. Shares of Common Stock used to satisfy the exercise price of this Option shall be valued at their Fair Market Value determined on the date of exercise (or if such date is not a business day, as of the close of the business day immediately preceding such date). In addition, the Administrator may impose such other conditions in connection with the delivery of shares of Common Stock in satisfaction of the exercise price as it deems appropriate in its sole discretion, including without limitation a requirement that the shares of Common Stock delivered have been held

by the Optionee for a specified period of time. Any promissory note delivered pursuant to this Section 2.3 shall have terms and provisions (including, without limitation, those relating to the maturity date, payment schedule and interest rate) as determined by the Administrator in its sole discretion, shall be secured by the Shares acquired and shall comply with all Applicable Laws (including, without limitation, state and federal margin requirements).

2.4 Notice of Disqualifying Disposition of Incentive Stock Option. If this Option is an Incentive Stock Option and the Optionee sells or otherwise disposes of any of the Shares acquired upon exercise of this Option on or before the later of (i) two years after the date of grant, or (ii) one year after the date such Shares were acquired, the Optionee shall immediately notify the Company in writing of such disposition. The Optionee agrees that he or she may be subject to income tax withholding by the Company on the taxable income recognized as a result of such disposition and that the Optionee shall be required to satisfy such withholding obligations either by making a payment to the Company in cash or by withholding from current earnings of the Optionee.

3. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution or to a beneficiary designated pursuant to the Plan, and may be exercised during the lifetime of Optionee only by Optionee. Subject to all of the other terms and conditions of this Agreement, following the death of Optionee, this Option may, to the extent it remained unexercised (but vested and exercisable by Optionee in accordance with its terms) on the date of death, be exercised by Optionee's beneficiary or other person entitled to exercise this Option in the event of Optionee's death under the Plan. Notwithstanding the first sentence of this Section 3, (i) if this Option is a Nonqualified Stock Option, this Option may be assigned pursuant to a qualified domestic relations order as defined by the Code, and exercised by the spouse of the Optionee who obtained such Option pursuant to such qualified domestic relations order, and (ii) this Option may be assigned, in connection with the Optionee's estate plan, in whole or in part, during the Optionee's lifetime to one or more members of the Optionee's immediate family or to a trust established exclusively for one or more of such immediate family members. Rights under the assigned portion may be exercised by the person or persons who acquire a proprietary interest in such Option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for the Option immediately before such assignment and shall be set forth in such documents issued to the assignee as the Administrator deems appropriate. For purposes of this Section 3, the term "immediate family" means an individual's spouse, children, stepchildren, grandchildren and parents.

4. Market StandOff. The Optionee agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of (including by means of sales pursuant to Rule 144) any shares of Common Stock, or any securities convertible into or exchangeable or exercisable for Common Stock, during the 180-day period beginning on the effective date of the registration statement for the initial public offering of the Company's stock and during the 90-day period beginning on the effective date of the registration statement for any other underwritten offering (except as part of such underwritten registration), unless the managing underwriters for the registered public offering otherwise agree. This provision shall expire two years after the date of the initial public offering of the Company's stock.

5. General.

5.1 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Delaware applicable to Agreements made and to be performed entirely in Delaware, without regard to the conflicts of law provisions of Delaware or any other jurisdiction.

5.2 Notices. Any notice required or permitted under this Agreement shall be given in writing by express courier or by postage prepaid, United States registered or certified mail, return receipt requested, to the address set forth below or to such other address for a party as that party may designate by 10 days advance written notice to the other parties. Notice shall be effective upon the earlier of receipt or 3 days after the mailing of such notice.

If to the Company: Big 5 Sporting Goods Corporation
 2525 East El Segundo Boulevard
 El Segundo, CA 90245
 Attention: Senior Vice President and General Counsel

If to Optionee, at the address set forth on the Grant Notice.

5.3 Community Property. Without prejudice to the actual rights of the spouses as between each other, for all purposes of this Agreement, the Optionee shall be treated as agent and attorney-in-fact for that interest held or claimed by his or her spouse with respect to this Option and the parties hereto shall act in all matters as if the Optionee was the sole owner of this Option. This appointment is coupled with an interest and is irrevocable.

5.4 Modifications. This Agreement may be amended, altered or modified only by a writing signed by each of the parties hereto

5.5 Application to Other Stock. In the event any capital stock of the Company or any other corporation shall be distributed on, with respect to, or in exchange for shares of Common Stock as a stock dividend, stock split, reclassification or recapitalization in connection with any merger or reorganization or otherwise, all restrictions, rights and obligations set forth in this Agreement shall apply with respect to such other capital stock to the same extent as they are, or would have been applicable, to the Option Shares on or with respect to which such other capital stock was distributed.

5.6 Additional Documents. Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary or expedient to be made effective and carry out this Agreement.

5.7 No Third-Party Benefits. Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

5.8 Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

5.9 No Assignment. Except as otherwise provided in this Agreement, the Optionee may not assign any of his, her or its rights under this Agreement without the prior written consent of the Company, which consent may be withheld in its sole discretion. The Company shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release the Company of any obligations pursuant to this Agreement.

5.10 Severability. The validity, legality or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect.

5.11 Equitable Relief. The Optionee acknowledges that, in the event of a threatened or actual breach of any of the provisions of this Agreement, damages alone will be an inadequate remedy, and such breach will cause the Company great, immediate and irreparable injury and damage. Accordingly, the Optionee agrees that the Company shall be entitled to injunctive and other equitable relief, and that such relief shall be in addition to, and not in lieu of, any remedies they may have at law or under this Agreement.

5.12 Arbitration.

5.12.1 General. Any controversy, dispute, or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the formation, interpretation, performance or breach of this Agreement shall be settled exclusively by arbitration, before a single arbitrator, in accordance with this section 5.12 and the then most applicable rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Such arbitration shall be administered by the American Arbitration Association. Arbitration shall be the exclusive remedy for determining any such dispute, regardless of its nature. Notwithstanding the foregoing, either party may in an appropriate matter apply to a court pursuant to California Code of Civil Procedure Section 1281.8, or any comparable provision, for provisional relief, including a temporary restraining order or a preliminary injunction, on the ground that the award to which the applicant may be entitled in arbitration may be rendered ineffectual without provisional relief. Unless mutually agreed by the parties otherwise, any arbitration shall take place in the City of Los Angeles, California.

5.12.2 Selection of Arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall select a single arbitrator from a list of nine arbitrators drawn by the parties at random from a list of twenty persons (which shall be retired judges or corporate or litigation attorneys experienced in stock options and buy-sell agreements) provided by the office of the American Arbitration Association having jurisdiction over Los Angeles, California. If the parties are unable to agree upon an arbitrator from the list so drawn, then the parties shall each strike names alternately from the list, with the first to strike being determined by lot. After each party has used four strikes, the remaining name

on the list shall be the arbitrator. If such person is unable to serve for any reason, the parties shall repeat this process until an arbitrator is selected.

5.12.3 Applicability of Arbitration; Remedial Authority. This agreement to resolve any disputes by binding arbitration shall extend to claims against any parent, subsidiary or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, employee or agent of each party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. In the event of a dispute subject to this paragraph the parties shall be entitled to reasonable discovery subject to the discretion of the arbitrator. The remedial authority of the arbitrator (which shall include the right to grant injunctive or other equitable relief) shall be the same as, but no greater than, would be the remedial power of a court having jurisdiction over the parties and their dispute. The arbitrator shall, upon an appropriate motion, dismiss any claim without an evidentiary hearing if the party bringing the motion establishes that he or it would be entitled to summary judgement if the matter had been pursued in court litigation. In the event of a conflict between the applicable rules of the American Arbitration Association and these procedures, the provisions of these procedures shall govern.

5.12.4 Fees and Costs. Any filing or administrative fees shall be borne initially by the party requesting arbitration. The Company shall be responsible for the costs and fees of the arbitration, unless the Optionee wishes to contribute (up to 50%) to the costs and fees of the arbitration. Notwithstanding the foregoing, the prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and attorneys' fees.

5.12.5 Award Final and Binding. The arbitrator shall render an award and written opinion, and the award shall be final and binding upon the parties. If any of the provisions of this paragraph, or of this Agreement, are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible and to insure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration. If a court should find that the arbitration provisions of this Agreement are not absolutely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact, and treated as determinative to the maximum extent permitted by law.

5.13 Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

5.14 Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the

plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement; and (e) periods of days, weeks or months mean calendar days, weeks or months.

5.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.16 Complete Agreement. The Grant Notice, this Agreement and the Plan constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

EXHIBIT A
NOTICE OF EXERCISE OF STOCK OPTION

Big 5 Sporting Goods Corporation
2525 East El Segundo Boulevard
El Segundo, CA 90245
Attn: Senior Vice President and General Counsel

Ladies and Gentlemen:

The undersigned hereby elects to exercise the option indicated below:

Option Grant Date: _____
Type of Option: Incentive Stock Option / Nonqualified Stock Option
Number of Shares Being Exercised: _____
Exercise Price Per Share: _____
Total Exercise Price: \$ _____
Method of Payment: _____

Enclosed herewith is payment in full of the total exercise price and a copy of the Grant Notice.

My exact name, current address and social security number for purposes of the stock certificates to be issued and the shareholder list of the Company are:

Name: _____

Address: _____

Social Security Number: _____

Sincerely,

Dated: _____

(Optionee's Signature)

BIG 5 SPORTING GOODS CORPORATION
STOCK OPTION GRANT NOTICE
(2002 STOCK INCENTIVE PLAN)

Big 5 Sporting Goods Corporation (the "COMPANY"), pursuant to its 2002 Stock Incentive Plan (the "PLAN"), hereby grants to Optionee the option to purchase the number of Shares of the Company set forth below (the "OPTION"). This Option is subject to all of the terms and conditions as set forth in this Grant Notice, the Stock Option Agreement (the "OPTION AGREEMENT") and the Plan, all of which are attached hereto and incorporated herein in their entirety, and the Amended and Restated Employment Agreement dated June 14, 2002 by and among the Company, Big 5 Corp. and the Optionee (the "EMPLOYMENT AGREEMENT").

Optionee: Steven G. Miller
Date of Grant: February 11, 2003
Number of Shares of Common Stock: 30,000
Exercise Price Per Share: \$10.32
Initial Vesting Date: March 1, 2003
Type of Option: NQSO

VESTING SCHEDULE: Subject to the restrictions and limitations of the Option Agreement, the Plan and the Employment Agreement, this Option shall vest and become exercisable in forty-eight (48) equal monthly installments commencing on the Initial Vesting Date. On the first day of each month following the Initial Vesting Date, this Option shall become vested and exercisable with respect to an additional 625 Shares.

ADDITIONAL TERMS/ACKNOWLEDGEMENTS: The undersigned Optionee acknowledges receipt of, and has read and understands and agrees to, the Option Agreement and the Plan. Optionee further acknowledges that as of the Date of Grant, the Option Agreement, the Plan and the Employment Agreement set forth the entire understanding between Optionee and the Company regarding the grant by the Company of the Option referred to in this Grant Notice. Subject to the terms and conditions of the Employment Agreement, Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or the Administrator upon any questions arising under the Plan.

BIG 5 SPORTING GOODS CORPORATION

OPTIONEE:

By: /s/ Gary S. Meade

/s/ Steven G. Miller

Signature

Signature

Title: Senior Vice President & General Counsel

Date: March 11, 2003

Date: February 26, 2003

ATTACHMENTS: Stock Option Agreement and 2002 Stock Incentive Plan

SPOUSE OF OPTIONEE:

Spouse has read and understands the Option Agreement and the Plan and is executing this Grant Notice to evidence Spouse's consent and agreement to be bound by all of the terms and conditions of the Option Agreement and the Plan (including those relating to the appointment of the Optionee as agent for any interest that Spouse may have in the Option Shares).

/s/ Jacquelyne G. Miller

Date: March 11, 2003

Signature

Optionee Address:

2525 East El Segundo Boulevard, El Segundo, CA 90245

BIG 5 SPORTING GOODS CORPORATION
STOCK OPTION GRANT NOTICE
(2002 STOCK INCENTIVE PLAN)

Big 5 Sporting Goods Corporation (the "COMPANY"), pursuant to its 2002 Stock Incentive Plan (the "PLAN"), hereby grants to Optionee the option to purchase the number of Shares of the Company set forth below (the "OPTION"). This Option is subject to all of the terms and conditions as set forth in this Grant Notice, the Stock Option Agreement (the "OPTION AGREEMENT") and the Plan, all of which are attached hereto and incorporated herein in their entirety, and the Amended and Restated Employment Agreement dated June 14, 2002 by and among the Company, Big 5 Corp. and the Optionee (the "EMPLOYMENT AGREEMENT").

Optionee:	Steven G. Miller
Date of Grant:	February 13, 2004
Number of Shares of Common Stock:	30,000
Exercise Price Per Share:	\$24.61
Initial Vesting Date:	March 1, 2004
Type of Option	NQSO

VESTING SCHEDULE: Subject to the restrictions and limitations of the Option Agreement, the Plan and the Employment Agreement, this Option shall vest and become exercisable in forty-eight (48) equal monthly installments commencing on the Initial Vesting Date. On the first day of each month following the Initial Vesting Date, this Option shall become vested and exercisable with respect to an additional 625 Shares.

ADDITIONAL TERMS/ACKNOWLEDGEMENTS: The undersigned Optionee acknowledges receipt of, and has read and understands and agrees to, the Option Agreement and the Plan. Optionee further acknowledges that as of the Date of Grant, the Option Agreement, the Plan and the Employment Agreement set forth the entire understanding between Optionee and the Company regarding the grant by the Company of the Option referred to in this Grant Notice. Subject to the terms and conditions of the Employment Agreement, Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or the Administrator upon any questions arising under the Plan.

BIG 5 SPORTING GOODS CORPORATION

OPTIONEE:

By: /s/ Gary S. Meade

/s/ Steven G. Miller

Signature

Signature

Title: Senior Vice President & General Counsel

Date: March 9, 2004

Date: February 13, 2004

ATTACHMENTS: Stock Option Agreement and 2002 Stock Incentive Plan

SPOUSE OF OPTIONEE:

Spouse has read and understands the Option Agreement and the Plan and is executing this Grant Notice to evidence Spouse's consent and agreement to be bound by all of the terms and conditions of the Option Agreement and the Plan (including those relating to the appointment of the Optionee as agent for any interest that Spouse may have in the Option Shares).

/s/ Jacquelyne G. Miller

Date: March 9, 2004

Signature

Optionee Address:

2525 East El Segundo Boulevard, El Segundo, CA 90245