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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE: NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION ATHLETIC  
GRANT-IN-AID CAP ANTITRUST  
LITIGATION

No. 4:14-md-2541-CW

**AMENDED ORDER GRANTING  
PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

This Document Relates to:

ALL ACTIONS EXCEPT

*Jenkins v. Nat'l Collegiate Athletic Ass'n*  
Case No. 14-cv-0278-CW

ACTION FILED: COMPLAINT FILED:  
March 5, 2014

1 Now before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement. The Court has considered the parties’ papers, relevant legal authority, and the  
3 record in this case, and the Court hereby GRANTS the Motion for Preliminary Approval.

4 WHEREAS, Plaintiffs, on behalf of themselves and on behalf of the proposed Settlement  
5 Classes, and Defendants, National Collegiate Athletic Association, Pac-12 Conference, The Big Ten  
6 Conference, Inc., The Big 12 Conference, Inc., Southeastern Conference, Atlantic Coast Conference,  
7 American Athletic Conference, Conference USA, Mid-American Athletic Conference, Inc.,  
8 Mountain West Conference, Sun Belt Conference, and Western Athletic Conference (collectively,  
9 “Defendants”) have agreed, subject to Court approval, to settle the above captioned litigation upon  
10 the terms set forth in the February 3, 2017 Settlement Agreement, Dkt. 560-1, as amended by the  
11 February 28, 2017 Joint Stipulation Amending Settlement Agreement, Dkt. 582, and the March 21,  
12 2017 Second Joint Stipulation Amending Settlement Agreement, Dkt. 610 (collectively and as  
13 amended, the “Settlement Agreement”);

14 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered into  
15 among the parties, as well as all exhibits thereto, the record in this case, the briefs and arguments of  
16 counsel, and supporting exhibits;

17 WHEREAS, Plaintiffs have moved for an order granting preliminary approval of the  
18 Settlement Agreement;

19 WHEREAS, the only objection to preliminary approval of the Settlement was filed by Lamar  
20 Dawson, a member of the proposed settlement class, Dkt. 562 (“Objection to Proposed Settlement”),  
21 to which Plaintiffs and Defendants jointly responded, Dkt. 583 (“Joint Response to Lamar Dawson’s  
22 Objection to Proposed Settlement”), contending that Dawson’s objection should be overruled;

23 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action  
24 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

25 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in  
26 the Settlement Agreement;

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1 NOW, THEREFORE, IT IS HEREBY ORDERED:

2 1. The Court does hereby preliminarily approve the Settlement Agreement, subject to  
3 further consideration at the final Fairness Hearing described below.

4 2. A final approval hearing (the “Fairness Hearing”) shall be held before this Court on  
5 **November 17, 2017, at 9:00 a.m., at the United States District Court of the Northern District of**  
6 **California, located at 1301 Clay Street, Courtroom 2 – 4th Floor, Oakland, CA 94612,** to  
7 determine whether the proposed settlement on the terms and conditions provided for in the  
8 Settlement Agreement is fair, reasonable and adequate to the Settlement Classes and should be  
9 approved by the Court; whether final judgment should be entered; the amount of fees, costs, and  
10 expenses that should be awarded to Plaintiffs’ counsel; and the amount of any service awards to be  
11 awarded to the class representatives. The Court may change the day of the Fairness Hearing without  
12 further notice to the members of the Settlement Classes.

13 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily  
14 certifies, for purposes of effectuating this settlement, Settlement Classes as follows:

15 **Division I FBS Football Class:** All current and former NCAA Division I Football Bowl  
16 Subdivision (“FBS”) football student-athletes who, at any time from March 5, 2010 through the  
17 date of Preliminary Approval of this Settlement, received from an NCAA member institution for  
at least one academic term (such as a semester or quarter) a Full Athletics Grant-In-Aid (defined  
herein).

18 **Division I Men’s Basketball Class:** All current and former NCAA Division I men’s basketball  
19 student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval  
20 of this Settlement, received from an NCAA member institution for at least one academic term  
(such as a semester or quarter) a Full Athletics Grant-In-Aid.

21 **Division I Women’s Basketball Class:** All current and former NCAA Division I women’s  
22 basketball student-athletes who, at any time from March 5, 2010 through the date of Preliminary  
Approval of this Settlement, received from an NCAA member institution for at least one  
23 academic term (such as a semester or quarter) a Full Athletics Grant-In-Aid.

24 “Full Athletics Grant-In-Aid” means either (1) athletically related financial aid for any particular  
25 academic term (year, semester, or quarter), in an amount equal to or greater than tuition and fees,  
26 room and board, and required course-related books, or (2) athletically related financial aid that  
27 was not equal to or greater than tuition and fees, room and board, and required course-related  
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1 books only because it was reduced by the applicable NCAA member institution by an amount of  
2 nonathletically related financial aid received by the student-athlete.

3  
4 4. The Court approves, as to form and content, the notice of the proposed Settlement  
5 Agreement, attached as Exhibit B to the Settlement Agreement. The Court further finds that the  
6 proposed notice campaign and all forms of notice substantially meets the requirements of Federal  
7 Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances,  
8 and shall constitute due and sufficient notice to all persons entitled thereto.

9 5. The Court confirms and appoints Gilardi & Co. LLC as the settlement notice  
10 administrator. The settlement notice administrator shall commence all aspects of the approved notice  
11 campaign, including direct notice mailing, internet notice, dedicated website and press release, as  
12 more fully set forth in the Vasquez Declaration Regarding Implementation of Class Notice Plan, in  
13 accordance with the schedule set forth below.

14 6. The Court approves, as to form and content, the Distribution Plan, attached as Exhibit  
15 A to the Settlement Agreement.

16 7. The Court designates Shawne Alston, Nicholas Kindler, Afure Jemerigbe, and D.J.  
17 Stephens as the class representatives for the Settlement Classes.

18 8. The Court designates the following as Class Counsel for the Settlement Classes:  
19 Hagens Berman Sobol Shapiro LLP; and Pearson, Simon & Warshaw, LLP.

20 9. The Court overrules class member Lamar Dawson's Objection to Proposed  
21 Settlement, Dkt. 562.

22 10. Class Counsel shall file their motion for attorney fees, costs, and service awards, and  
23 all supporting documentation and papers, no later than September 6, 2017.

24 11. Any person who desires to file an objection to the Settlement or request exclusion  
25 from the Settlement Classes shall do so by September 20, 2017, in conformance with the provisions  
26 of the settlement notice as approved above.

27 12. In particular, all written objections and supporting papers, if any, must (a) clearly  
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1 identify the case name and number (*In Re: National Collegiate Athletic Association Athletic Grant-*  
2 *In-Aid Cap Antitrust Litigation*, Case No. 4:14-md-2541-CW); (b) be submitted to the Court either  
3 by mailing them to the Class Action Clerk, United States District Court for the Northern District of  
4 California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the  
5 United States District Court for the Northern District of California; and (c) be filed or postmarked on  
6 or before September 20, 2017.

7 13. By no later than August 21, 2017, Settlement Class Members shall be able to see on  
8 the Settlement website at [www.GrantInAidSettlement.com](http://www.GrantInAidSettlement.com) an estimate of their individual **gross** and  
9 **net** recovery. Any member of the Settlement Class who believes the amount or calculation of their  
10 individual estimated gross or net recovery is wrong for some reason, or who believes that they did  
11 not receive direct mailed Notice of the Settlement and who believe they should be eligible for a  
12 recovery as a Class Member, can contact the Settlement Administrator to dispute their estimated  
13 recovery and/or their status as an eligible Class Member. Members of the Settlement Class must  
14 provide detailed information and all records to support such disputes to the Settlement Administrator.  
15 All disputes and supporting documentation must be received by the Settlement Administrator (or  
16 postmarked if mailed) no later than October 3, 2017. After this date, Settlement Class Members will  
17 no longer be able to dispute their individual estimated gross or net recovery, or their status as an  
18 eligible Settlement Class Member. The resolution of any such dispute by the Settlement  
19 Administrator shall be final and non-appealable.

20 14. Any member of the Settlement Class may enter an appearance in the litigation, at his  
21 or her own expense, individually or through counsel of his or her own choice. If the member does not  
22 enter an appearance, he or she will be represented by Class Counsel.

23 15. All members of the Settlement Classes shall be bound by all determinations and  
24 judgments in the Lawsuit concerning the Settlement, whether favorable or unfavorable to the  
25 Settlement Classes.

26 16. Class Counsel shall file their motion for final approval of Settlement, and all  
27 supporting documentation and papers, no later than October 4, 2017.

1           17.     Class Counsel may file a written response to any objections to the Settlement  
2 Agreement, or to the application for attorneys’ fees, reimbursement of expenses, and class  
3 representative service awards, no later than 14 days before the final Fairness Hearing, or by  
4 November 3, 2017.

5           18.     At the Fairness Hearing, Class Counsel shall provide the Court with any updated  
6 information available as of that date concerning any requests for exclusion received from the  
7 Settlement Classes, any objections received from the Settlement Classes, or any other  
8 communications received in response to the notice of settlement.

9           19.     At or after the Fairness Hearing, the Court shall determine whether the Settlement  
10 Agreement, the motion for attorney’s fees and expenses, and any service awards shall be finally  
11 approved.

12           20.     All reasonable expenses incurred in notifying the Settlement Classes and  
13 administering the settlement shall be paid as set forth in the Settlement Agreement.

14           21.     Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
15 negotiations or proceedings connected with it, shall be construed as an admission or concession by  
16 Plaintiffs or Defendants, respectively, of the truth or falsity of any of the allegations made, or of any  
17 liability, fault or wrongdoing of any kind.

18           22.     All members of the Settlement Classes are temporarily barred and enjoined from  
19 instituting or continuing the prosecution of any action asserting the claims released in the proposed  
20 Settlement, until the Court enters final judgment with respect to the fairness, reasonableness, and  
21 adequacy of the Settlement.

22           23.     The Court adopts the following schedule proposed in the motion:

Event	Deadline
Order re preliminary approval	March 21, 2017.

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1 2 3 4 5 6	NCAA to request from member institutions potential class member contact information, including permission to use any contact information already collected for those individuals who are also class members in the settlement in <i>In Re: National Collegiate Athletic Association Student-Athlete Concussion Litigation</i> , MDL No. 4292, Master docket No. 1:13-cv-09116 (N.D.IL.) (“NCAA Concussion Settlement”)	March 29, 2017.
7 8	Notice campaign to begin, including internet notice, dedicated website, and press release	April 7, 2017.
9 10	Deadline for Defendants’ production to Administrator of class members’ contact information to the extent received	August 7, 2017.
11 12 13	Direct notice mailing to begin	August 21, 2017. [two weeks from Administrator’s receipt of contact information]
14 15	Last day for motion for attorneys’ fees, costs, expenses, and service awards	September 6, 2017. [two weeks before objection deadline]
16 17	Last day to file objections to the Settlement or requests for exclusion from the Classes	September 20, 2017. [thirty days from notice mailing]
18	Last day to dispute estimated recovery or status as an eligible Class Member	October 3, 2017
19 20	Last day for motion in support of final approval of Settlement	October 4, 2017. [two weeks after objection deadline]
21 22 23	Last day to respond to any objections to the Settlement Agreement, or to the application for attorneys’ fees, reimbursement of expenses, and class representative service awards	November 3, 2017 [two weeks before Final Fairness Hearing]
24 25 26 27 28	Final Fairness Hearing	November 17, 2017, at 9:00 a.m.

1           24. The Court reserves the right to adjourn, continue or otherwise change the date of the  
2 Fairness Hearing without further notice to the members of the Settlement Classes, and retains  
3 jurisdiction to consider all further applications arising out of or connected with the proposed  
4 Settlement Agreement. The members of the Settlement Classes are advised to confirm the date of  
5 the Fairness Hearing as set forth in the settlement notice. The Court may approve the Settlement  
6 Agreement, with such modifications as may be agreed to by the settling parties, if appropriate,  
7 without further notice to the Settlement Classes.

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11 IT IS SO ORDERED.

12 DATED: March 29, 2017



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HONORABLE CLAUDIA WILKEN  
UNITED STATES DISTRICT JUDGE

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15 Submitted by:

16 Dated: March 21, 2017

17 HAGENS BERMAN SOBOL SHAPIRO LLP

18  
19 By /s/ Steve W. Berman

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*Plaintiffs' Co-Lead Class Counsel*