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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

Case No. 4:14-md-2541-CW

DECLARATION OF ALAN VASQUEZ
REGARDING IMPLEMENTATION OF
CLASS NOTICE PLAN

This Document Relates to:

COMPLAINT FILED: _March 5, 2014

ALL ACTIONS EXCEPT

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

1 I, Alan Vasquez, hereby declare and state as follows:

2 **INTRODUCTION**

3 1. I am a Vice President of Legal Notification Services at Gilardi & Co. LLC
4 (“Gilardi”), a KCC Class Action Services (“KCC”) company. In my role, I oversee Gilardi’s in-
5 house advertising division specializing in the design and implementation of legal notice plans to
6 reach unknown class members in class action litigation.

7 2. Gilardi was established in 1984 and is one of the largest full service class action
8 notice and claims administrators in the United States. The in-house advertising division has
9 specialized in designing, developing and implementing legal notification plans for more than 25
10 years. As such, we are familiar with, and guided by, Constitutional due process provisions, rules of
11 states and local jurisdictions, and the relevant case law relating to legal notification. Media plans
12 designed and implemented by our group have included both domestic and international newspapers
13 and magazines, Internet-based banners, notices and websites, wire service, radio, television, point of
14 purchase displays and direct mail. As V.P. of Legal Notification Services, I oversee all of the group’s
15 activities as they relate to these notice services.

16 3. I have been involved in the development and implementation of media plans for class
17 action notification for more than ten years. Prior to my engagement with Gilardi, I spent five years
18 with another nationally recognized claims administrator serving in a similar capacity.

19 4. For several years, courts have accepted my expert testimony regarding our firm’s
20 quantitative and qualitative evaluation of judicially approved notice plans. I have also testified in
21 person and was acknowledged as an expert in Larson v. Sprint Nextel Corp., No. 07-cv-5325 (D.
22 N.J.). Media campaigns for which I have been directly responsible include, but are not limited to,
23 Pappas v. Naked Juice, No 11-cv-08276-JAK (C.D. Cal.), Mattel, Inc., Toy Lead Paint Prods. Liab.
24 Litig., No. 07-ML-01897 (S.D. Cal.), Pecover, et al. v. Electronic Arts Inc., No. 08-cv-02820 (N.D.
25 Cal.), New Motor Vehicles Canadian Export Antitrust Litig., No. MDL 03-1532 (D. Me.), and
26 SRAM Antitrust Litig., No. 07-MD-01819 (N.D. Cal.). A more comprehensive list of notable matters
27 for which I have been personally responsible for the notice planning and implementation services is
28

1 attached as Exhibit 1. I have also spoken as faculty on various CLE panels related to class action
2 notice and related trends.

3 5. I submit this declaration at the request of Class Counsel in order to describe the
4 proposed notice plan and notice services in the above-captioned litigation.

5 6. I have personal knowledge of the matters set forth in this declaration and, if called as
6 a witness, could and would testify competently thereto.

7 **I. Litigation Background**

8 7. Defendants, National Collegiate Athletic Association (“NCAA”), Pac-12 Conference,
9 The Big Ten Conference, Inc., The Big 12 Conference, Inc., Southeastern Conference, Atlantic Coast
10 Conference, The American Athletic Conference, Conference USA, Mid-American Athletic
11 Conference, Inc., Mountain West Conference, Sun Belt Conference, and Western Athletic
12 Conference (collectively, “Settling Defendants”) have agreed to a Settlement resolving claims by
13 certain student-athletes participating in NCAA FBS football or Division I men’s or women’s
14 basketball who received athletically related financial aid, referred to as a grant-in-aid, or GIA, since
15 March 5, 2010. The student-athletes argued for monetary damages based on the difference in
16 athletically related financial aid they received and what they could have received under new NCAA
17 rules up to the full “cost of attendance,” typically a few thousand dollars more per academic year.

18 **II. Objective**

19 8. The objective of the proposed notice plan is to provide the best notice practicable to
20 the defined class, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil
21 Procedure and all applicable state laws and court rules. The methods and tools used in developing
22 this notice plan have been employed in many other court-approved notice plans.

23 **III. Class Definition**

24 9. The proposed class includes the following three subclasses:

- 25 • **Division I FBS Football Class:** All current and former NCAA Division I Football
26 Bowl Subdivision (“FBS”) football student-athletes who, at any time from March 5,
27 2010 through the date of Preliminary Approval of this Settlement, received from an
28 NCAA member institution for at least one academic term (such as a semester or
quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set at a level
below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid;

- 1 • **Division I Men’s Basketball Class:** All current and former NCAA
2 Division I men’s basketball student-athletes who, at any time from
3 March 5, 2010 through the date of Preliminary Approval of this
4 Settlement, received from an NCAA member institution for at least
5 one academic term (such as a semester or quarter) (1) a full athletics
6 grant-in-aid required by NCAA rules to be set at a level below the cost
7 of attendance, and/or (2) an otherwise full athletics grant-in-aid;
8
- 5 • **Division I Women’s Basketball Class:** All current and former NCAA
6 Division I women’s basketball student-athletes who, at any time from
7 March 5, 2010 through the date of Preliminary Approval of this
8 Settlement, received from an NCAA member institution for at least
9 one academic term (such as a semester or quarter) (1) a full athletics
10 grant-in-aid required by NCAA rules to be set at a level below the cost
11 of attendance, and/or (2) an otherwise full athletics grant-in-aid.

9 **IV. Class Size**

10 10. Based on information provided by counsel, Gilardi believes the combined classes
11 comprise approximately 40,000 current and former student-athletes.

12 **V. The Notice Plan**

13 **a. Notice Documents**

14 11. Gilardi has reviewed the draft Long Form Notice attached as Exhibit B to the
15 Settlement Agreement to ensure compliance with the following guidelines outlined on the Federal
16 Judicial Center’s Class Action Notice website:¹

- 17 a. The nature of the action
- 18 b. The definition of the Settlement Class
- 19 c. The class claims, issues, and defenses
- 20 d. The method by which one may exclude oneself
- 21 e. The timing and manner for requesting exclusion
- 22 f. The timing and manner for objection
- 23 g. The binding effect of the class judgment on the class members
- 24 h. The manner by which to contact class counsel
- 25 i. The manner by which to obtain copies of relevant documents

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28 ¹ <http://www.fjc.gov/public/home.nsf/pages/376>

1 12. The draft Long Form Notice is attached as Exhibit 2. This notice effectively
2 communicates information about the Settlement.

3 **b. Direct Notice**

4 13. Gilardi is also currently serving as the Notice Provider in the case of *In Re: National*
5 *Collegiate Athletic Association Student-Athlete Concussion Litigation*, MDL No. 4292, Master
6 docket No. 1:13-cv-09116 (N.D.IL.) (“NCAA Concussion Settlement”). Through its notice efforts
7 in the NCAA Concussion Settlement, Gilardi believes that it already has compiled direct contact
8 information for the majority of class members here. Gilardi understands that the NCAA will
9 request that each of its member institutions at issue here grant permission to reuse this contact
10 information for notice purposes in this Settlement, that subpoenas may be necessary to obtain such
11 permission, and that the member institutions may be required to send FERPA notices to their
12 current and former student-athletes before providing such permission. Because the NCAA
13 Concussion Settlement only includes student-athletes up until July 15, 2016, it may be necessary
14 for the member institutions in question to provide updated class member contact data for the 2016-
15 2017 school year. Gilardi understands that request letters and subpoenas (as necessary) will be
16 sent to all NCAA member institutions requesting this updated contact information (i.e., names,
17 United States Postal Service (“USPS”) address data and email addresses) for all three subclasses.
18 Gilardi further understands that the member institutions may be required to send FERPA notices to
19 their current and former student-athletes before providing this information. **The notice period**
20 **here is designed to include time for the service of letters and/or subpoenas and FERPA**
21 **notices for class member contact information.**

22 14. The letters described above will direct member institutions to a dedicated website, to
23 be developed and maintained by Gilardi, where member institutions can securely upload the
24 requested student-athlete data and/or provide written notice of their consent to use information
25 from the NCAA Concussion Settlement. An optional template will be provided. The website will
26 accept datasets conformed to the template as well as data that may not conform to the requested
27 specifications.

1 15. Data received in the template provided will be aggregated into one file. Non-
2 non-conformed data will be aggregated into a separate file for Gilardi’s data specialists to evaluate and
3 normalize.² Once the non-conforming data has been normalized and combined into one table with
4 consistent fields, Gilardi will combine the data with other data that was provided in the correct
5 format.

6 16. After these data normalization steps are complete, Gilardi will submit the entire
7 dataset for a National Change of Address (“NCOA”) update. The NCOA system provides updated
8 addresses for individuals who have filed a change-of-address with the USPS in the past four years.
9 Running the NCOA update also ensures that addresses are in the USPS-standard format for
10 obtaining the best possible postage rate. It is anticipated that the NCOA-updated database will be
11 used for the initial class mailing. All potential class members’ names and addresses obtained
12 through these sources shall be protected as confidential and not used for purposes other than the
13 notice and administration of this settlement.

14 17. Gilardi has been directed to disseminate notice to both addresses if potential class
15 members have both an associated email address and USPS address. In addition to processing
16 records for a USPS mailing, Gilardi will also aggregate any email addresses in the data provided
17 and create an email table for sending direct notice via email. As part of developing this table, the
18 email addresses from the provided data will be assessed by a third party vendor to determine
19 deliverability and ensure accuracy.

20 18. In Gilardi’s experience with mass email dissemination, approximately 10% to 20% of
21 the emails bounce back undelivered.³ Considering the potential variation in age of any email data
22 to be provided, Gilardi estimates conservatively that 30% of the emails in the broadcast will
23 bounce back.

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26 ² Database normalization is the process of organizing the attributes and tables of data provided
to minimize data redundancy.

27 ³ Once an email broadcast is deployed, the email system will make up to three attempts to
28 deliver the message to each email address. Emails are considered “bounce backs” if they are not
deemed delivered by the system.

1 19. In Gilardi’s experience, USPS-returned undeliverable mail (“RUM”) rates generally
2 fall between 10% and 20% of the volume of mailed pieces. Considering the potential age of the
3 data for direct mail, conservatively, Gilardi estimates that approximately 30% of the USPS-mailed
4 pieces will be returned as undeliverable.

5 20. For any mailed notices that are returned undeliverable by USPS, Gilardi will perform
6 supplemental address searches through Accurint, a service of LexisNexis. Accurint uses
7 information from public records to locate and return updated address information. Results from
8 these searches will be used to update the mailing database. Notices will be re-mailed to any
9 updated addresses found. Of the individuals whose initial USPS notice is returned undeliverable,
10 based on Gilardi’s experience, we assume Accurint searches will yield last-known addresses for
11 approximately 50% of records.

12 21. Applying the percentage assumptions for returned mail and address searches to a
13 presumed USPS mailing to 40,000 class members, Gilardi estimates that direct notice will be sent
14 to a last-known address for approximately 90% of the proposed settlement class.

15 22. At counsel’s instruction, Gilardi will send direct notice via email to any email
16 addresses contained in the provided data in addition to the USPS mailing.

17 23. The case website, discussed in further detail below, will include a form for
18 individuals who wish to stay apprised of the settlement to submit their information. Any records
19 obtained through the website will be used to continue building on a contact database for use in any
20 subsequent mailings.

21 **c. Settlement Website**

22 24. Gilardi will establish a case-dedicated settlement website, which will be a source of
23 reliable and accurate information for the class members, the media, and the general public. In
24 addition to being a primary source of information about the case, the case website will also serve as
25 an important means of measuring audience engagement with the campaign. Both the direct notice
26 and paid media will direct individuals to the case website.

27 25. Once preliminary approval is granted, the full settlement website will go live at the
28 selected URL. Analytics installed on the website and the data gathered will be a key basis for our

1 assessment of the notice plan's performance and allow for optimization of the efforts during the
2 campaign. Analytics can provide total visits, unique visits, time spent on website, time spent on
3 specific pages, which media channels are directing the most traffic and which URLs are generating
4 high traffic.

5 **d. Internet Publication**

6 26. Given that most individuals utilize the internet to search for additional information on
7 topics such as class actions, Gilardi firmly believes that the best notice practicable should include a
8 comprehensive online campaign to supplement the direct notice efforts.

9 27. Gilardi will implement a comprehensive Internet notice campaign that will offer
10 many advantages to the Class, including flexibility to adjust message during the campaign,
11 tracking capabilities that allow optimization of the plan during the campaign, and cost efficiency
12 due to the ability to shut down the efforts if the parties' goals are met early in the notice period. If
13 the campaign is not generating the anticipated results, as well, there is the ability to scale up the
14 campaign.

15 28. Specifically, to ensure an effective online campaign, Gilardi will utilize:

- 16 i. Sponsored Links (search) advertising through Google Adwords
- 17 ii. Text link and banner advertising through Google Display Network
- 18 iii. Targeted banner advertising through Collective, a well-known national
19 provider of programmatic banner advertising
- 20 iv. Facebook text link and banner advertising
- 21 v. Twitter Promoted Tweet campaign
- 22 vi. Outreach through Twitter using organic tweets targeted to accounts identified
23 as relevant to the case issues

24 29. Current and former student-athletes tend to be sports fans in general, and there are
25 many platforms for them to share information about the case. Gilardi believes a great deal of
26 conversation will take place on social media which will further enhance reach of the notice
27 program. Our team will monitor websites with discussions about the topic and direct online
28 advertising accordingly.

1 30. **Programmatic Banner Advertising.** For the programmatic display banner portion
2 of the plan, Gilardi will work with Collective who will employ various targeting tactics including
3 audience optimized targeting over multiple platforms (desktop, smartphone, and tablet) to
4 audiences most likely to have participated in the sports at issue in the settlement in addition to
5 content specific targeting to channels and websites related to sports, college sports, and health and
6 fitness.

7 31. Impressions will be optimized to the best performing channels and device types using
8 Collective’s programmatic advertising platform. Audience targeting uses technologies and 3rd
9 party data aimed at increasing the effectiveness of advertising by using user behavior information
10 already collected into profiles of consumer types. When a consumer visits a web site, pages they
11 view, the amount of time they view each page, the links they click on, the searches they make and
12 the things that they interact with, allow sites to collect that data. This information is used to create
13 a “profile” that links to the user’s web browser. As a result, our vendors can use this data to create
14 defined audience segments based upon users that have similar profiles. In this case that profile
15 would be individuals who are likely to have played college sports during the class period. Content
16 Targeting scans the text of a website for keywords and returns advertisements to the webpage
17 based on those keywords. For example, if the user is viewing a website pertaining to sports and
18 that website uses contextual advertising, the user may see advertisements for sports-related
19 companies, such as memorabilia dealers, ticket sellers or in this case legal notice for a sports
20 related class action.

21 32. Collective will also employ Look-a-like targeting which will deliver impressions to
22 users based on similarities related to the visitors who have already viewed the site. For example, if
23 someone goes to the website and provides information to stay up to date with the case, that
24 information is captured and used to target someone else who hasn’t visited the site, but who has a
25 similar online profile and therefore is likely to be a member of the class.

26 33. Because former college athletes tend to stay interested in sports and health throughout
27 their lives, the targeting employed for this plan is inclusive of the class member definition. That is,
28 by targeting based on sports and collegiate interest, we are likely targeting a group that is inclusive

1 of the class members. To ensure a number of unique impressions equal to or greater than the
2 estimated class size are served, Gilardi will use frequency capping by IP address. In addition, to
3 ensure maximum visibility of the ads and the greatest opportunity to be exposed, Gilardi will
4 endeavor to place all ads within a viewable page on the websites where they are published. In
5 other words, we will attempt to ensure users do not have to scroll down a page to view the banner
6 ad. Lastly, to maximize response the frequency capping will allow for exposure to the
7 advertisements at a frequency between 5 and 10 times per unique IP address. Online advertisers
8 are generally in agreement that ads are more likely to be clicked upon when users are exposed at
9 this rate. Samples of the suggested banners to be implemented are attached as Exhibit 3. Gilardi's
10 plan calls for 7.5 million impressions to be served with a frequency cap average of 7.5 times per
11 unique IP address, resulting in approximately 1.5 million impressions to unique IP addresses.

12 **34. Facebook Banner and Link Advertising.** Gilardi will also develop banner and text
13 link ads to be targeted toward appropriate pages and individuals on Facebook. Targeting will
14 include interest and behavioral targeting based on the sports defined in the class definitions.
15 Samples of the banner ads and text link ads can be found in Exhibit 4. The samples are intended to
16 be as close to final as possible, but may be subject to slight, non-substantive changes with counsel
17 approval during implementation of the Class notice program.

18 **35. Twitter Promoted Tweets.** Gilardi maintains a database of social media accounts
19 and is in possession of a list that would be appropriate for the class members who played the sports
20 at issue in the Settlement. Promoted tweets are ordinary tweets purchased by advertisers who want
21 to reach a specific group of users or to spark engagement and drive traffic to a website. Promoted
22 tweets will be delivered in the Twitter feeds of these influential accounts from the Gilardi database
23 as well as other sports related accounts on both twitter and Facebook. In addition, keywords will
24 be used to serve promoted tweet impressions to accounts with tweets containing selected keywords
25 that may indicate whether an individual is likely to have participated in one of the sports at issue in
26 the Settlement. Gilardi's experience has been that this is not only a cost effective approach to
27 reach likely class members, but also very effective at driving appropriate traffic to the case
28 website. Samples of promoted tweets can be found in Exhibit 5. The samples are intended to be

1 as close to final as possible, but may be subject to slight, non-substantive changes with counsel
2 approval during implementation of the Class notice program.

3 36. **Twitter Organic Tweets.** Gilardi's plan also includes budget for staff time to
4 monitor social media channels and identify conversations about the case as well as accounts that
5 may likely belong to class members. In addition, from past experience in cases involving NCAA
6 athletics, Gilardi maintains a database of influential accounts related to college sports. The
7 database includes accounts for every division I school as well as many broadcasters and analysts
8 who cover college athletics. Periodically during the class period, Gilardi staff will re-tweet the
9 case website link to these accounts and either ask that they re-tweet the case website link to their
10 followers, or in the case of a likely class member, ask that they visit the website for more
11 information. In our experience, these tactics not only enhance the reach of the overall notice
12 program, but also aid in correcting misinformation that may spread from social media
13 conversations. Tweets will include approved language from the class notice and case website.

14 37. The sample advertising units in Exhibits 3, 4, and 5 reflect a class period from March
15 2010 through the present. Once the end date of the class period has been determined, the ads will
16 be updated to reflect the correct notice period.

17 e. **Press release.**

18 38. Gilardi will release a party-neutral Press Release about the settlement through PR
19 Newswire that is pre-approved by the Parties. A draft of the press release is attached as Exhibit 6.
20 A press release is still one of the most cost effective ways to supplement notice efforts and provide
21 an opportunity for media outlets to pick up the story and post it both to print publications as well as
22 websites. PR Newswire is one of largest wire release distributors with the ability to reach more
23 than 200,000 media points and 10,000 Websites. The reporting options for PR Newswire offer
24 substantial data, including where the release appeared, online links to it, how many people read it,
25 where they are located, and how your coverage ranks against others. Gilardi will review the
26 reports, determine sites that have picked up the release, and visit those sites to evaluate the content
27 and whether it can be helpful for optimizing the performance of the campaign.

1 39. Gilardi assumes a press release will be issued shortly after preliminary approval.
 2 Once live, each press release is available to media outlets for up to 30 days.

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 4 **VI. REACH**

5 39. Reach, as defined in advertising, is the number of unique individuals who have an
 6 opportunity to be exposed to a given advertising message during a specific period of time. Direct
 7 notice through email or postal mail is considered to be 100% reach less any undeliverable emails or
 8 postal mailed notices. Using conservative assumptions that approximately 15% of the Class will
 9 have both an email address and postal address, along with estimated undeliverable rates of 30%,
 10 Gilardi estimates the direct notice efforts alone will reach nearly 90% of the class assuming we are
 11 able to use the data collected from the NCAA Concussion Settlement. The table below illustrates
 12 the reach calculation for direct notice.

DIRECT NOTICE REACH		
	Class Size:	40,000
42.5%	Class Members with Postal Mail addresses only:	17,000
42.5%	Class Members with Email only:	17,000
15%	Class Members with both Email and Postal contact:	6,000
	Total Email Dissemination:	23,000
	Total Postal Dissemination:	23,000
30%	Bounceback from Email	6,900
30%	Bouncebacks from Postal Mail	6,900
	Number of Postal Addresses for Address Update Searches:	6,900
50%	Number of New Addresses Found:	3,450
	Total Volume of Notice Delivered:	35,650
	Total Reach as Percentage of Class Size:	89%

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 22 **VII. CONCLUSION**

23 40. It is Gilardi’s opinion that the notice plan set forth herein more than comports with
 24 the requirements of due process and of Fed. R. Civ. P. 23. The notice plan provides for a robust
 25 direct notice program, supplemented as necessary by an array of effective and well-recognized
 26 indirect notice methods.
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1 41. Many courts have held that notice plans estimated to reach a minimum of 70% of the
2 settlement class are adequate and sufficient and thus comply with Fed. R. Civ. P. 23. When
3 implemented, the notice plan will exceed this standard of reach using reach calculation methodology
4 consistent with other national class action notice programs. Gilardi believes that the plan results in a
5 campaign that will reach over 90% of the class members and comport in all respects with Fed. R.
6 Civ. P. 23.

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9 I declare under penalty of perjury that the foregoing is true and correct. Executed on this 3rd
10 day of February, 2017, at San Rafael, California.

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Alan Vasquez

Exhibit – 1



EXHIBIT - 1

Notice Plans Designed and Implemented by Alan Vasquez

Automotive

Automobile Antitrust Cases I and II , No. JCCP 4298 and 4303 (San Francisco Sup. Ct., CA)
New Motor Vehicles Canadian Export Antitrust Litigation , No. MDL 03-1532 (Dist. Court of Maine) & New Motor Vehicles Canadian Export
Antitrust Litigation, No. 2:03-MD-1532-DBH (Dist. Court of Maine)
In Re: Automotive Parts Antitrust Litigation, Master File No. 12-md-02311 (E.D. MI, Southern Division)

Entertainment

Herbert et al. v. Endemol USA, Inc. et al. , Case No. 2:07-cv-03537-JHN-VBKx (C.D. Cal.)
Couch v. Telescope Inc., et al, Case No. 2:07-cv-03916-JHN-VBKx (C.D. Cal.)
McDonald v. RealNetworks, Inc. , No. 816666 (Orange County Sup. Ct., CA)
Pecover et al. v. Electronic Arts Inc. , No. 08-cv-02820 CW (N.D. Cal.)
In re NCAA Student-Athlete Name & Likeness Licensing Litigation, Case No. 4:09-cv-1967 CW (NC) (N.D. Cal.)
Higgins v. Universal City Studios, LLC, Case No. BC499180 (Los Angeles County Superior Ct.)

Environment

Koepf et al. v. Hanjin Shipping, Co. et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)
Loretz et al. v. Regal Stone Limited et al., No. 07-5800-SC (N.D. Cal.)
Tarantino et al. v. Regal Stone et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)

Government

McKesson Governmental Entities Average Wholesale Price Litigation, No. 1:08-cv-10843-PBS (D. Mass.)

Technology

SRAM Antitrust Litigation, No. 4:07-MD-01819-CW (N.D. Cal)

Telecommunications

White v. Cellco Partnership , No. RG04-137699 (Alameda County Sup. Ct., CA)
In re Universal Service Fund Telephone Billing Practices Litig., MDL No. 1468 (D. Kan.)
Ardon v. City of Los Angeles, Case No. BC363959 (Los Angeles County Sup. Ct.)

Consumer Products

Natalie Pappas v. Naked Juice Co. of Glendora, Inc. Case No. LA CV 11-08276-JAK (C.D. Cal)
Barbara Marciano v. Schell & Kampeter, Inc. et al No. 12-cv-02708-SJF-AKT (E.D. NY)
Mattel, Inc., Toy Lead Paint Products Liability Litigation, No. 2:07-ML-01897-DSF-AJW (S.D. Cal.)
Gallucci v. Boiron, Inc. et al., No. 11-cv-2039-JAH (NLSx)
Nigh v. Humphreys Pharmacal, Incorporated et al., Case No. 3:12-cv-02714-MMA-DHB
In re: Bayer Corp. Combination Aspirin Products Marketing and Sales Practices Litigation, No. 09-MD-2023
In Re: Aurora Dairy Corp. Organic Milk Marketing and Sales Practices Litigation, Civil Litigation No. 4:08-md-01907-ERW
Eliason v. Gentek Building Products, Inc., and Associated Materials, Inc. , No. 1:10-cv-02093 (N.D. Ohio)
Hart v. Louisiana-Pacific Corporation , No. 2:08-cv-00047 (E.D.N.C.)
In re Optical Disk Drive Antitrust Litigation, Case No. 3:10-MD-2143-RS MDL (N.D. CA)

Debt Collection Practices

Adams, et al., v. AllianceOne Receivables Management, Inc. (Case No. 08-CV-0248)
Pepper v. Midland Credit Management, Inc. and Encore Capital Group, Inc., No. 37-2011-00088752 (San Diego Sup. Ct. Ca)

Exhibit – 2

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If You Played NCAA Division I Men’s or Women’s Basketball or FBS Football between March 5, 2010 and the Date of Preliminary Approval of this Settlement, You May Be a Class Member Entitled to Compensation.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

If you are a Class Member, your legal rights are affected whether you act or do not act.

Please Read this Notice Carefully

This Notice provides information about a proposed class action Settlement concerning National Collegiate Athletic Association (“NCAA”) Division I collegiate athletes who played men’s or women’s basketball, or Football Bowl Subdivision (“FBS”) football between March 5, 2010 and the date of preliminary approval of the Settlement, and who received from an NCAA member institution for at least one academic term (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid.

The lawsuit involves claims by student-athletes who have received a scholarship package, referred to as a grant-in-aid, or GIA, since March 5, 2010. The student-athletes argued for monetary damages based on the difference in athletically related aid they could have received under new NCAA rules allowing for athletically related aid up to the full “cost of attendance,” typically a few thousand dollars more per academic year. The defendants deny they did anything wrong. The Court has not ruled on the merits of these claims.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement and Receive Benefits	<ul style="list-style-type: none"> • Eligible Class Members will receive a cash distribution with no claim form required.
Exclude Yourself from the Settlement	<ul style="list-style-type: none"> • Excluding yourself means <u>you will receive no cash distribution.</u> • You must follow the instructions for requesting exclusion found in paragraph 19 and at the case website at <u>www.GrantInAidSettlement.com</u>
Object to the Settlement	<ul style="list-style-type: none"> • Write to the Court about why you do not like the Settlement. • You cannot object in order to ask the Court for a higher cash distribution for yourself personally, although you can object to the distribution terms (or any other terms) that generally apply to the Class. • More information about how to object can be found in paragraph 24 and at the case website at www.GrantInAidSettlement.com.
Go to a Hearing	<ul style="list-style-type: none"> • The Court will hold a hearing on [REDACTED], 2017 at [REDACTED].

- | | |
|--|---|
| | <ul style="list-style-type: none">• You may ask to speak to the Court about the fairness of the Settlement. |
|--|---|

WHAT THIS NOTICE CONTAINS

{INSERT TOC}

BASIC INFORMATION

1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement of part of an antitrust lawsuit titled *In re: National Collegiate Athletic Association Athletic Grant-In-Aid Cap Antitrust Litigation*, Case No. 4:14-md-02541-CW, brought on behalf of current and former NCAA Division I student-athletes and pending before Judge Claudia A. Wilken of the United States District Court for the Northern District of California. You need not live in California to receive a distribution under the Settlement.

The Court has granted preliminary approval of the Settlement and has set a final hearing to take place on _____, 2017 at ___:___ a.m. in the _____ United States Courthouse, 1301 Clay Street, Courtroom 2 – 4th Floor, Oakland, CA 94612 to determine if the Settlement is fair, reasonable and adequate, and to consider the request by Class Counsel for Attorneys’ Fees and Expenses and Service Awards (defined herein) for the Class Representatives (defined herein).

If you are a potential Class Member, you have a right to know about the proposed Settlement and about all your options before the Court decides whether to give “final approval”. If the Court gives final approval of the Settlement, distributions will be made to known eligible Class Members, but only after any objections and appeals are resolved.

This Notice explains the litigation, your legal rights, what distribution amounts are available under the Settlement, who is eligible for them, and how to get them.

2. What is the Litigation about?

Plaintiffs include current and former student-athletes that have challenged the NCAA’s former rules capping athletically related financial aid packages for student-athletes, arguing new rules allow for athletically related aid up to the full cost of attendance. Plaintiffs allege that Defendants conspired to suppress competition by agreeing to and enforcing restrictive NCAA bylaws that cap the amount of athletically related aid and other benefits to student-athletes. Defendants are and continue to be public and open about their participation in NCAA activities. The student-athletes asked the court to certify three classes of student-athletes who have received a financial aid package, referred to as a grant-in-aid, or GIA, since March 5, 2010 — a class of Division I FBS football student-athletes, a class of Division I men’s basketball student-athletes and a class of Division I women’s basketball student-athletes. The Defendants deny the Plaintiffs’ claim that Defendants violated the antitrust laws or did anything wrong. The Court has not ruled on the merits of these claims.

3. What is a Class Action and who are the Parties?

In a class action lawsuit, one or more people, called “Class Representatives,” sue on behalf of people who have similar claims. All these people together are Plaintiffs to the litigation and

are referred to as the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class (see Section 19).

The Defendants, or parties being sued in the cases, are the NCAA, the Pac-12 Conference, The Big Ten Conference, Inc., the Big 12 Conference, Inc., Southeastern Conference, Atlantic Coast Conference, American Athletic Conference, Conference USA, Mid-American Athletic Conference, Inc., Mountain West Conference, Sun Belt Conference, and Western Athletic Conference (collectively, “Defendants”). Together, the Class Representatives and the Defendants are called the “Parties.”

4. Why is there a Settlement?

The Court did not decide in favor of any Plaintiff or any Defendant on the legal claims being resolved here. Instead, all sides agreed to a Settlement, which avoids the risk and cost of a trial, but still provides relief to the people affected. The Class Representatives and their attorneys think that the Settlement is in the best interests of Class Members and that it is fair, adequate, and reasonable.

WHO IS IN THE SETTLEMENT?

To see if you are affected by the proposed Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the Settlement? What are the Class definitions?

If you fall under one of the Class definitions below for the Settlement, you are a Class Member in the Settlement and may be eligible for a cash distribution from the settlement fund. *See Paragraphs 11–12 for more detail about how distributions will be calculated.*

Division I FBS Football Class: All current and former NCAA Division I Football Bowl Subdivision (“FBS”) football student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval (defined herein) of this Settlement, received from an NCAA member institution for at least one academic term (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid.

Division I Men’s Basketball Class: All current and former NCAA Division I men’s 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 academic term (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid.

Division I Women’s Basketball Class: All current and former NCAA Division I women’s 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 academic term (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid.

Excluded from the Classes are the Defendants, and their officers, directors, legal representatives, heirs, successors, and wholly or partly-owned subsidiaries or affiliated companies, Class Counsel and their employees, and their immediate family members, and the

judicial officers, and associated court staff assigned to the cases involved in this Settlement and their immediate family members.

The date of Preliminary Approval was _____, 2017.

All of the official definitions of terms in this Notice are set out in detail in the Settlement Agreement, which is posted at www.GrantInAidSettlement.com.

6. What is a “Grant-in-Aid or GIA Scholarship”?

For purposes of this Notice, athletic grant-in-aid is athletically-related financial aid provided by NCAA Division I member institutions to participating student-athletes.

7. What is Cost of Attendance (“COA”)?

COA is the estimate of the total cost for a student to attend a particular college or university for an academic year (fall through spring) in accordance with guidelines established by federal law. It includes, among other things, tuition and fees, books and supplies, room and board, transportation and certain kinds of personal expenses. Colleges and universities may adjust their COAs year to year to reflect changes in expenses.

Here are some COAs that colleges and universities reported for the 2016-2017 academic year. These costs are for undergraduates living on campus and enrolled in liberal arts programs.

Private colleges and universities:

Cornell University (Ithaca, NY) – \$67,613
Duke University (Durham, NC) – \$69,959
Grinnell College (Grinnell, IA) – \$63,438
Rice University (Houston, TX) – \$60,518
Stanford University (Palo Alto, CA) – \$67,291
Swarthmore College (Swarthmore, PA) – \$66,110

Public universities (COAs for state residents):

University of Arizona (Tucson) – \$28,217
University of California (Berkeley) – \$34,972
University of Idaho (Moscow) – \$20,640
University of North Carolina (Chapel Hill) – \$24,630
University of Massachusetts (Amherst) – \$29,997
University of Michigan (Ann Arbor) – \$28,776

8. The core claim in this case.

The central issue in the case is Plaintiffs’ allegation that the Defendants violated the antitrust laws by agreeing to and enforcing restrictive NCAA bylaws that cap the amount of athletically related financial aid and other benefits to student-athletes, including by capping athletic scholarships at a defined GIA amount that was lower than the full COA. Plaintiffs allege that absent the Defendants’ agreement to those NCAA bylaws, schools would have provided at least the full COA. The Defendants have denied the plaintiffs’ allegations that Defendants have violated the antitrust laws. In January 2015, after this lawsuit was started, the NCAA amended its bylaws to allow colleges and universities to provide up to COA in athletically related aid. Most of the schools in the conferences named in this lawsuit began providing full COA under the amended bylaws.

9. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can get free help by contacting the Settlement Administrator using any of the methods listed in Section 29 below, or by visiting www.GrantInAidSettlement.com.

You are not required to pay anyone to assist you in obtaining information about the Settlement.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

10. What does the proposed Settlement provide?

The total Settlement amount provides for Defendants to pay \$208,664,445.00. As calculated by Plaintiffs' expert economist, this amount provides distribution to all eligible Class Members of nearly the full amount of the difference between the GIA prior to January, 2015 and the COA at each of their respective schools. Eligible Class Members will receive distributions under the Settlement with no claim form required.

11. Distributions will be calculated based on the GIA – COA gap.

For Class Members who attended schools that provide, have provided, or have indicated by or before June 1, 2017 an intent to start providing any portion of the gap between the athletic grant-in-aid allowed prior to August 1, 2015 and full cost of attendance to at least one Class Member at that school, each Class Member will receive a distribution that is calculated specifically to his or her school. The distribution will be calculated either by using: (a) the actual value of the gap between the athletically related aid he or she received and the COA calculated by his or her school; or (b) the gap between the average grant-in-aid and average COA when actual values are not reasonably available or require unreasonable efforts to process into useable form, minus (for both (a) and (b)) any non-athletic financial aid (other than SAF/SAOF distributions, Pell Grants, and certain exempt grants) the Class Member received above his or her GIA (the "gap"). So for example, to the extent the gap calculation is based on the average values for particular schools (for instance, University A and College B), each Class Member who attended University A would receive the same distribution amount for a given full academic year as every other Class Member who attended University A that year, and all Class Members who attended College B would receive the same amount for a given academic year as all other College B Class Members for that year (except, in both examples, for Class Members who received non-athletically related financial aid). But Class Members who attended University A would receive a higher average amount than those who attended College B if the average gap at University A was higher than at College B during that year. The school-specific gap calculation will be the average of each school's listed "in-state" gap and listed "out-of-state" gap, unless Defendants provide data that allows for a distinction between in- and out-of-state Class Members (in which case the gap calculation will account for in- or out-of-state cost differences). Distributions to Class Members who only attended school for part of an academic year will be adjusted lower accordingly.

For a Class Member who received full COA for an academic year from additional non-athletic financial aid (other than SAF/SAOF distributions, Pell Grants, and certain exempt grants), he or she will not receive any distribution because he or she already received his or her full COA. But if a Class Member had only a portion of his or her gap covered from additional non-athletic financial aid (other than SAF/SAOF distributions, Pell Grants, and certain exempt grants), he or she would receive a distribution that is proportional to his or her gap not covered by this aid (if Defendants provide data that allows for the calculation).

Finally, if there are sufficient unclaimed funds, they will be distributed to locatable Class Members in the same proportionate shares as the first round of distribution if feasible. Alternatively, if there are insufficient funds to feasibly redistribute to all Class Members, then any funds unclaimed by a Class Member would be redistributed within schools in proportionate shares to other locatable Class Members at the same school, based on unclaimed monies for each school. If there are insufficient funds to economically redistribute in that manner, any unclaimed amounts will escheat to the state of the relevant Class Member's most recent known address.

In any event, no Class Member will receive a distribution from the fund for any given year that exceeds his or her gap for that year. If the distributions of unclaimed funds would cause such a circumstance to occur, any excess amount will escheat to the state of the relevant Class Member's most recent known address.

12. Distribution eligibility.

A Class Member will be eligible for distribution for each school term in the class period during which the Class Member: (a) attended any Division I COA School; and (b) did not receive full cost of attendance (excluding SAF/SAOF distributions, Pell Grants, and certain other exempt grants).

COA Schools are defined as those schools that provide, have provided, or have indicated by or before June 1, 2017 an intent to start providing any portion of the gap between the GIA allowed prior to August 1, 2015 and full cost of attendance to at least one Class Member at that school. **THE COA SCHOOLS ARE LISTED AT www.GrantInAidSettlement.com AND WILL BE UPDATED PERIODICALLY UP UNTIL THE LAST DAY TO OPT OUT, WHICH IS [REDACTED], 2017** (see paragraph 19 below for more information on opting out).

An eligible Class Member's distribution will be calculated either by using: (a) the actual value of the gap between the athletically related aid he or she received and the COA calculated by his or her school; or (b) the gap between the average grant-in-aid and average COA when actual values are not reasonably available or require unreasonable efforts to process into useable form, minus (for both (a) and (b)) any non-athletic financial aid (other than SAF/SAOF distributions, Pell Grants, and certain exempt grants) the Class Member received above his or her GIA.

13. How much will my distribution be?

The average recovery across all Class Members has not been precisely determined at this stage and will depend on which school the Class Member attended, the average yearly GIA and COA value for each school, and the number of years the Class Member received a GIA. The range of average distribution for Class Members who played his or her sport for four years is currently estimated to be approximately \$5,000 to \$7,500.

14. Why is my school included or not included as a COA School?

Plaintiffs' evidence showed that some schools (but not necessarily all) would have more likely than not provided athletically related aid above GIA during the class period if allowed to do so. As a result, and as part of the Settlement, Class Members are eligible for distribution who attended schools that provide, have provided, or have indicated by or before June 1, 2017 an intent to start providing any portion of the gap between the amount of GIA allowed prior to

August 1, 2015 and full COA to at least one Class Member at that school. For other schools, where the evidence indicated it was not more likely than not the schools would have provided athletically related aid above GIA, Class Members who attended those schools will not be eligible for distribution. The evidence included Plaintiffs' statistical model as well as whether there was evidence the school had provided athletically related aid above GIA when allowed to do so or stated a specific commitment to do so in the future.

HOW TO GET A DISTRIBUTION FROM THE SETTLEMENT

15. How can I get a distribution?

Each eligible Class Member will be directly notified and a check mailed to him or her, with no claim form required to be submitted and no right of any reversion of funds to Defendants.

16. When will I get a distribution?

The distributions will be mailed to eligible Class Members after the Court grants "final approval" of the Settlement and after any appeals are resolved.

17. What am I giving up to receive a distribution from the Settlement?

Unless you exclude yourself from the Settlement, you are staying in the Class or Classes described in the Settlement, and that means that you can't sue or be part of any other lawsuit against the Defendants about the legal claims being settled in the Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

The specifics of the release of claim are set out in more detail in the Settlement Agreement, which is posted at the case website at www.GrantInAidSettlement.com. The Settlement Agreement describes the release in specific legal terminology. Talk to Class Counsel (see the section on "The Lawyers Representing You," Section 22 below) or your own lawyer if you have questions about the release or what it means.

18. Will getting a distribution from the Settlement affect my NCAA eligibility?

No. Your request for or receipt of any distribution under this Settlement **will NOT affect your eligibility to compete in NCAA athletics if you are otherwise eligible.**

HOW TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you don't want a distribution from the Settlement, and instead you want to keep the right to sue the Defendants on your own about the legal issues in this litigation, then you must take steps to get out of the Settlement. This is called excluding yourself—or "opting out"—of the Class.

19. How do I "opt out" or request exclusion from the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator by first-class mail with a clear statement that you want to be excluded. Be sure to include your name, address, telephone number, and your signature.

Requests for exclusion must be submitted individually by a Class Member or his legally authorized representative, and not on behalf of a group or class of persons. If you have a personal lawyer, your lawyer may assist you with your exclusion request, but you must personally sign it unless the lawyer is also your Legally Authorized Representative.

You must mail your exclusion request, postmarked no later than , 2017, to the following address:

NCAA GIA Settlement Administrator

c/o KCC Gilardi

P.O. Box _____

Providence, RI _____ - _____

You can't exclude yourself by phone, by e-mail, or on the website. If you ask to be excluded from the Settlement, you will not get any money from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) the Defendants in the lawsuit.

20. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendants for the claims that are resolved by the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. Remember, the exclusion deadline is _____, 2017.

21. If I exclude myself, can I get a distribution from the Settlement?

No. If you exclude yourself from the Settlement, you will not be able to get any money from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in this case?

Yes. The Court has appointed the law firms listed below to represent you and other Class Members in the Settlement. These lawyers are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about this Settlement, they can be reached through the Settlement Administrator by calling [1-877-XXX-XXXX](tel:1-877-XXX-XXXX) or sending an email to info@GrantInAidSettlement.com.

CLASS COUNSEL	
HAGENS BERMAN SOBOL SHAPIRO LLP Steve W. Berman (Pro Hac Vice) 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 www.GrantInAidSettlement.com	PEARSON, SIMON & WARSHAW, LLP Bruce L. Simon (96241) 44 Montgomery Street, Suite 2450 San Francisco, CA 94104

23. How will the lawyers be paid? Are the Class Representatives being paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses in the Settlement (the "Fee and Expenses Award"), which will be paid from the Settlement Fund after Final Approval is granted. Class Counsel will ask the Court for the Fee and Expenses Award based on their services in this litigation, not to exceed 25% of the \$208,664,445.00

Settlement Fund. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount.

Service Awards are intended to compensate Class Representatives for work undertaken on behalf of a class. Based on the contributions and commitments by Class Representatives, the Settlement Agreement contemplates a \$20,000 award to each Class Representative. Any Service Award will be subject to Court approval, and the Court may award less than the requested amount.

The Fee and Expenses Award, and Service Awards that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund.

When Class Counsel’s motion for fees, expenses, and service awards is filed, it will be available at www.GrantInAidSettlement.com. The motion will be posted on the website 14 days before the deadline for requests for exclusion or objections to the Settlement and you will have an opportunity to comment on the motion.

OBJECTING TO THE SETTLEMENT

24. How do I tell the Court I do not like the Settlement?

If you’re a Class Member (or a Class Member’s Legally Authorized Representative), and you haven’t excluded yourself from the Settlement, you can object to the proposed Settlement if you don’t like it. However, you cannot object if you have requested exclusion or “opted out.” In other words, you must stay in the case as a Class Member in order to object to the Settlement.

You can object if you don’t like any part of the proposed Settlement, including the Settlement’s Distribution Plan, or the request for the attorneys’ Fee and Expenses Award, or the request for Service Awards to the Class Representatives. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

You cannot object in order to ask the Court for a higher distribution for yourself personally, although you can object to the distribution terms that apply generally to the Class. The Court can only approve or disapprove the Settlement, but cannot change how much money you are personally eligible to receive from the Settlement. This means that if the Court agrees with your objection, the case won’t be settled unless the parties agree to change the terms and the Court approves those changes.

To object, you must (a) mail your objection to the Settlement Administrator and (b) file it with the Court. To be timely, your objection must be mailed to the Settlement Administrator so that it is postmarked by _____, 2017, and must be filed with the Court by no later than _____, 2017 at the following addresses:

Settlement Administrator	NCAA GIA Settlement Administrator c/o KCC Gilardi P.O. Box _____ Providence, RI _____ - _____
The Court	District Judge Claudia Wilken United States Courthouse

	1301 Clay Street, Courtroom 2, 4th Floor Oakland, CA 94612
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NOTE: You may mail your objection to the Court, but it must be received by the Court and filed by _____, 2017. See www.GrantInAidSettlement.com for more information on how to object to the Settlement.

25. What’s the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you stay in the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.

THE COURT’S FAIRNESS HEARING

26. When and where will the Court decide whether to approve the Settlement?

The Court will hold a “Fairness Hearing” (also known as a “Final Approval Hearing”) to decide whether to finally approve the proposed Settlement. The Fairness Hearing will be on _____, 2017, at ___:___ .m. before Judge Claudia Wilken, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612.

At the Fairness Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Fairness Hearing and have complied with the other requirements for objections explained in Section 24. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representatives for representing the Class.

At or after the Fairness Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. There is no set timeline for either the Court’s final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or visit the case website at www.GrantInAidSettlement.com.

27. Do I have to go to the Fairness Hearing?

No. Class Counsel will answer any questions asked by the Court.

If you send an objection, you don’t have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it’s not required.

28. May I speak at the Fairness Hearing?

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, come to the Fairness Hearing and speak. To do so, you must follow the procedures set out in Section 24. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator so that it is postmarked no later than _____.

2017, and it must be filed with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than _____, 2017. See Section 24 for the addresses of the Settlement Administrator and the Court. You cannot speak at the Fairness Hearing if you excluded yourself.

GETTING MORE INFORMATION

29. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.GrantInAidSettlement.com.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
CALLING	Call the Settlement Administrator toll-free at 1-877-XXX-XXXX to ask questions and receive copies of documents.
E-MAILING	Email the Settlement Administrator at info@GrantInAidSettlement.com
WRITING	Send your questions by mail to NCAA GIA Settlement Administrator c/o KCC Gilardi P.O. Box _____ Providence, RI _____ - _____
VISITING THE SETTLEMENT WEBSITE	Please go to www.GrantInAidSettlement.com , where you will find answers to common questions and other detailed information to help you.
REVIEWING LEGAL DOCUMENTS	You can review the legal documents that have been filed with the Clerk of Court in these cases at: United States District Court, Northern District of California 1301 Clay Street Oakland, CA 94612
ACCESSING PACER	You can access the Court dockets in these cases through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov .

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, OR THIS NOTICE.

Exhibit – 3

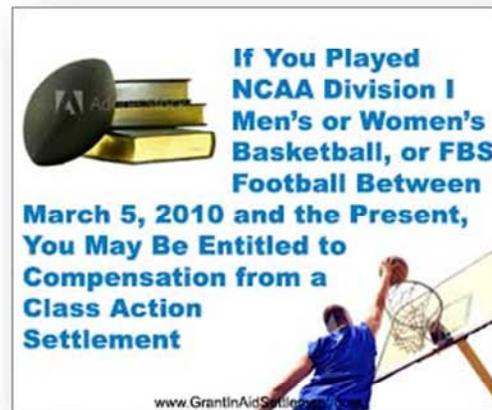
Sample Banners for Programmatic Advertising



If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement

www.GrantInAidSettlement.com

This banner features a blue cartoon character on the left holding a basketball. On the right, another blue cartoon character wearing a graduation cap stands next to a basketball on a stand.



If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement

www.GrantInAidSettlement.com

This banner shows a stack of gold bars on the left. On the right, a basketball player in a blue jersey is shown from behind, shooting a ball into a hoop.



If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement

www.GrantInAidSettlement.com

This banner features a female basketball player in a red jersey and white shorts, holding a basketball.



Are You a Current or Former Student-Athlete Who Received an NCAA Grant-In-Aid Scholarship? You May Be Entitled to \$

www.GrantInAidSettlement.com

This banner has a wooden basketball court background with a basketball in the bottom left corner.



Are You a Current or Former Student-Athlete Who Received an NCAA Grant-In-Aid Scholarship? You May Be Entitled to \$

www.GrantInAidSettlement.com

This banner features a close-up of a white football helmet being held by a hand in a black glove against a blue sky background.

Exhibit – 4

Sample Facebook Ads

👍 Like Page

If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement



NCAA Grant-In-Aid Settlement

GRANTINAIDSETTLEMENT.COM

Learn More

 Like Page

If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement



NCAA Grant-In-Aid Settlement

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If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement



NCAA Grant-In-Aid Settlement

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If You Played NCAA Division I Men's or Women's Basketball, or FBS Football Between March 5, 2010 and the Present, You May Be Entitled to Compensation from a Class Action Settlement



NCAA Grant-In-Aid Settlement

GRANTINAIDSETTLEMENT.COM

[Learn More](#)

Exhibit – 5

Sample Promoted Tweets

iOS/Android

 Gilardi @ClassClaimNews Dec 31
Play NCAA Division I Men's or Women's Basketball, or FBS Football b/t 2010 and the Present? U May be a Class Member



NCAA ATHLETIC GRANT-IN-AID ...
www.grantinaidsettlement.com

← ## ↻ ## ❤ ##

 Promoted

 Gilardi @ClassClaimNews Dec 31
Play NCAA Division I Men's or Women's Basketball, or FBS Football b/t 2010 and the Present? U May be a Class Member



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Play NCAA Division I Men's or Women's Basketball, or FBS Football b/t 2010 and the Present? U May be a Class Member



NCAA ATHLETIC GRANT-IN-AID ...
www.grantinaidsettlement.com

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 Promoted

Desktop

 **Gilardi** @ClassClaimNews · Dec 31
Play NCAA Division I Men's or Women's Basketball, or FBS Football b/t 2010 and the Present? U May be a Class Member



NCAA ATHLETIC GRANT-IN-AID SETTLEM...
www.grantinaidsettlement.com

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Exhibit – 6

Eleven NCAA Division I Conferences and NCAA Create Fund to Settle “Grant-in-Aid” Damages Lawsuit

Eleven NCAA Division I conferences and the NCAA have agreed to create a \$208,664,445 fund for the benefit of current and former NCAA Division I FBS football and men’s and women’s basketball student-athletes in order to settle the damages part of the “grant-in-aid” class action lawsuit, *In Re: National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*, it was announced today. If Court approved, the settlement will fully resolve that portion of the case in which the plaintiffs claimed they had suffered monetary damages as a result of NCAA bylaws defining the amount of athletics-based grants-in-aid.

The settlement comes two years after certain Division I conferences agreed to permit provision of full cost-of-attendance athletics-based benefits to NCAA student-athletes, and is consistent with NCAA rules allowing athletics-based financial aid up to and including the entire cost of attendance, as defined by each NCAA member institution consistent with federal regulations. The settlement does not resolve the portion of the case that seeks purely injunctive relief to change current NCAA Division I rules concerning permissible grant-in-aid benefits over and above the full cost of attendance.

“We are pleased to have found common ground on a fair process for former and current student-athletes to benefit from this settlement based on the cost of attending college,” said Donald Remy, NCAA Chief Legal Officer. “The proposed agreement is consistent with the current Division I rules that allow athletics-based aid up to the full cost of obtaining a college education.”

Proposed settlement class members include Division I Men’s and Women’s Basketball, and Football Bowl Subdivision (FBS) football student-athletes who received full athletics-based scholarships in those sports during the academic years 2009-2010 through 2016-2017. Class members will be eligible to receive a distribution if they attended schools that are providing, or have indicated by June 1, 2017, they will be providing, cost-of-attendance athletics-based financial aid in the 2017-2018 academic year. The funds will be disbursed to class members in a manner that ensures that class members receive benefits potentially up to, but not beyond cost-of-attendance. “We are pleased with the settlement and look forward to distributing the fund to student athletes,” said Steve Berman, Co-Lead Interim Class Counsel.