

1 Steve W. Berman (*Pro Hac Vice*)
 2 Craig R. Spiegel (122000)
 3 Ashley A. Bede (*Pro Hac Vice*)
 4 HAGENS BERMAN SOBOL SHAPIRO LLP
 5 1918 Eighth Avenue, Suite 3300
 6 Seattle, WA 98101
 7 Telephone: (206) 623-7292
 8 Facsimile: (206) 623-0594
 9 steve@hbsslaw.com
 10 craigs@hbsslaw.com
 11 ashleyb@hbsslaw.com

12 Bruce L. Simon (96241)
 13 Aaron M. Sheanin (214472)
 14 Benjamin E. Shiftan (265767)
 15 PEARSON, SIMON & WARSHAW, LLP
 16 44 Montgomery Street, Suite 2450
 17 San Francisco, CA 94104
 18 Telephone: (415) 433-9000
 19 Facsimile: (415) 433-9008
 20 bsimon@pswlaw.com
 21 asheanin@pswlaw.com
 22 bshiftan@pswlaw.com

Plaintiffs' Co-Lead Counsel

[Additional Counsel on Signature Page]

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 OAKLAND DIVISION

20 IN RE: NATIONAL COLLEGIATE
 21 ATHLETIC ASSOCIATION ATHLETIC
 22 GRANT-IN-AID CAP ANTITRUST
 23 LITIGATION

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

SUPPLEMENTAL SUBMISSION IN
SUPPORT OF PRELIMINARY
APPROVAL OF SETTLEMENT

24 This Document Relates to:

25 ALL ACTIONS EXCEPT

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

COMPLAINT FILED: March 5, 2014

1 The parties met and conferred following the preliminary approval hearing on March 7, 2017,
2 and through their Second Joint Stipulation Amending Settlement Agreement, filed earlier today, have
3 revised the Class definitions and modified the Distribution Plan, form of notice, and proposed order
4 to address the issues discussed with the Court.¹ The following summarizes the modifications:

- 5 1. The definitions of the Settlement Classes have been revised in an effort to more clearly
6 explain who is in the Classes;
- 7 2. The Distribution Plan has been revised to incorporate the revised Class definitions
8 (Exhibit A);
- 9 3. The notice now includes information directing class members to the settlement website
10 which will allow class members to log on to find , among other information, the class
11 member's school and individual specific grant-in-aid amount, cost of attendance, gross
12 recovery, and estimated net recovery (after fees and costs) (Exhibit B) (#1, 13);
- 13 4. The notice sent to class members will include an identification number unique to each
14 class member (i.e., the class member's NCAA Eligibility Center ID) for each class
15 member to use to log on to the website and get his/her recovery information;
- 16 5. The notice provides for a specific date (October 3) for class members who did not receive
17 direct notice to identify themselves and make a claim, as well as for any class member
18 who believes his/her estimated recovery amount was wrongly calculated to demonstrate
19 with supporting documentation the correct calculation; the settlement administrator will
20 make final determinations (in consultation with the parties) as to the class member's
21 eligibility and recovery amounts (#13); and
- 22 6. The notice now includes language (#1) that the final approval date can change without
23 notice and for class members to stay apprised of any changes by going to the settlement
24 website.

25
26

¹ Submitted herewith also are redlined versions of the Distribution Plan, form of notice, and a
27 corrected proposed order preliminarily approving the settlement (Exhibit C, redline, Exhibit D,
28 Proposed Order clean). We understand the Court granted preliminary approval earlier today,
however the proposed corrected order reflects the dates the parties believe most appropriate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: March 21, 2017

HAGENS BERMAN SOBOL SHAPIRO LLP

By s/ Steve W. Berman

STEVE W. BERMAN
Craig R. Spiegel (122000)
Ashley A. Bede (Pro Hac Vice)
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
craigs@hbsslaw.com
ashleyb@hbsslaw.com

Jeff D. Friedman (173886)
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
jefff@hbsslaw.com

Bruce L. Simon (96241)
Aaron M. Sheanin (214472)
Benjamin E. Shiftan (265767)
PEARSON, SIMON & WARSHAW, LLP
44 Montgomery Street, Suite 2450
San Francisco, CA 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pswlaw.com
asheanin@pswlaw.com
bshiftan@pswlaw.com

Plaintiffs' Interim Co-Lead Class Counsel

EXHIBIT A

The following Distribution Plan is designed to distribute the Net Settlement Fund. This Net Settlement Fund is referred to as the “Fund” throughout this Distribution Plan. (All defined terms used herein shall have the same meaning given to them in the Agreement.)

A. Statement of Principles

a. The following general principles summarize the provisions detailed in the more specific Detailed Application Section below (Section B), which controls the distribution of the Fund. While these general principles are consistent with the Settling Parties’ intent regarding the Settlement Agreement and Distribution Plan, they are for reference only and shall not have any effect on the interpretation of the Settlement Agreement or the Distribution Plan.

i. A Class Member will be eligible for a distribution from the Fund for each academic term during the class period in which the Class Member: (a) attended any Division I COA School (as defined below); and (b) did not receive financial aid equal to his or her full cost of attendance (“COA”), after exclusion of SAF/SAOF distributions, Pell Grants, and certain exempt grants.

ii. 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 athletic grant-in-aid (“GIA”) allowed prior to August 1, 2015 and full COA to at least one Class Member at that school.

iii. Distributions to each eligible Class Member will be calculated either by using: (a) the actual value of the gap between the GIA he or she received and the COA calculated by his or her school; or (b) the gap between the average GIA 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.

iv. Defendants are responsible for providing the requisite data in processed, readily useable form, *e.g.*, in Excel spreadsheets, to calculate individual differences between GIA and COA for each Class Member, as well as to identify all Class Members who received non-athletic financial aid (excluding SAF/SAOF distributions, Pell Grants, and certain exempt grants) above the Class Member’s GIA.

v. Class Members who were identified on squad lists as having an equivalency between .8 and .98, and with respect to whom Defendants are unable to provide the requisite

data regarding their receipt of non-athletic financial aid necessary to apply Dr. Rascher's algorithm as described below will be eligible to receive distributions from the Fund.

vi. Plaintiffs will make available the data used to calculate individual damages in the Rascher Reply Report (defined herein).

B. Detailed Application

- 1) Under the Agreement, "Full Athletics Grant-In-Aid," as used in the definition of "Class" and "Classes," means either (1) athletically related financial aid for any particular academic term (year, semester, or quarter), in an amount equal to or greater than tuition and fees, room and board, and required course-related books, or (2) athletically related financial aid that was not equal to or greater than tuition and fees, room and board, and required course-related books only because it was reduced by the applicable NCAA member institution by an amount of nonathletically related financial aid received by the student-athlete. For purposes of this Distribution Plan, the student-athletes whose grants-in-aid are described in the immediately preceding clause (1) For purposes of the Agreement and this Distribution Plan, a "full athletics grant-in-aid" as that phrase is used in the definition of "Class" and "Classes" means will be identified as those student-athletes who received a one-semester (approximately 0.5 equivalent on a squad list) full grant-in-aid, a one- or two-quarter (approximately 0.33 or 0.67 equivalent on a squad list) full grant-in-aid, or a full-year (identified as 0.99 to 1.0 equivalent on a squad list) grant-in-aid. ~~For purposes of the Agreement and this Distribution Plan, an "otherwise full athletics grant-in-aid" as that phrase is used in the definition of "Class" and "Classes" includes both: (a) "a full athletics grant-in-aid" (as defined in the immediately preceding sentence) provided to a student-athlete by the NCAA member institution he or she attended after NCAA rules no longer required that a full athletics grant-in-aid be set at a level below full cost of attendance regardless of whether it included the full cost of attendance; and (b) an athletics grant-in-aid that was not a full grant-in-aid (as defined in the immediately preceding sentence) or an otherwise full athletics grant-in-aid (as defined in clause (a) of this sentence) only because it was reduced by the applicable NCAA member institution by an amount of non-athletically related aid (excluding Pell Grants and the "Exempted Government Grants" identified in NCAA Division I Bylaw 15.2.5.1) received by the student-athlete. For purposes of this Distribution Plan, The-the~~ student-athletes whose grants-in-aid are described in the immediately preceding clause (b2) will be identified ~~determined~~ using the algorithm described by Dr. Daniel Rascher in paragraph 96 of the Expert Reply

Report of Daniel A. Rascher on Damages Class Certification, as corrected, dated October 14, 2016 (the “Rascher Reply Report”).

- 2) Authorized Recipients under this Distribution Plan include only those Class Members who attended a school that that provides, has provided, or has indicated by or before June 1, 2017 an intent to start providing any portion of the gap between the athletic grant-in-aid (“GIA”) allowed prior to August 1, 2015 and full COA to at least one Class Member at that school.
- 3) All Authorized Recipients will receive the same pro rata payout for each dollar of “Gap” (defined in paragraph 4, below) in financial aid they received relative to the full cost of attendance in each academic year in which they received a full grant-in-aid, measured annually per school. The Gap will be measured net of offset for non-athletically related aid received by the Authorized Recipient above his or her athletically related aid (as demonstrated by data identified in subparagraphs 3(a)-(b) below) (hereinafter, “Gap Offsets”), but not net of any distributions from the SAF/SAOF or any Pell Grants or “Exempted Government Grants” identified in NCAA Division I Bylaw 15.2.5.1.
 - a. Where discovery has already provided data showing the amount of non-athletically related aid, and the data have been processed as part of the class certification process (i.e., for the four example conferences referenced in the Rascher Reply Report), those data may be used to calculate Gap Offsets.
 - b. All other Gap Offsets will be limited to calculations based on data produced by Defendants or their member schools identifying the individuals subject to Gap Offsets and their respective amounts. Defendants will calculate the Gap Offsets using the formula developed by Dr. Daniel Rascher (as described in section 7 of the Rascher Reply Report).
- 4) For each academic year, the “Gap” for Authorized Recipients will be measured as the difference between each Authorized Recipient’s athletically related aid and cost of attendance as reported in the data produced by Defendants or their member schools. If such information is not available for any particular Authorized Recipient, the Gap will be measured as the straight average of that school’s listed in-state Gap and listed out-of-state Gap, per the NCAA Membership Financial Reporting System (“MFRS”) data produced, unless the Defendants or

their member schools provide data that allows for a distinction between in- and out-of-state Authorized Recipients.

- a. For those schools for which Defendants distinguish between in-state Authorized Recipients and out-of-state Authorized Recipients, the Gap will be defined for in-state students based on the in-state Gap per MFRS and the Gap for out-of-state students will be defined based on the out-of-state Gap per MFRS.
 - b. For Authorized Recipients who meet the criteria for a full grant-in-aid for a given academic year based on receiving approximately 0.5 equivalent on a squad list, the annual Gap figure will be divided by 2. For Authorized Recipients who meet the criteria for a full-grant-in-aid for a given academic year based on receiving approximately 0.33 or 0.67 equivalent on a squad list, the annual Gap figure will be divided by 3 or 1.5, respectively.
- 5) Recovery for Authorized Recipients is limited to the academic years 2009-10 through 2015-16. The Gap values for academic years 2010-11 through 2015-16 will be calculated at full value for all Authorized Recipients. For academic year 2009-10, all calculated Gap values will be reduced by 75% to account for the start of the class period which begins approximately 75% through the 2009-10 academic year. For academic year 2009-10, no Gap value shall be calculated for Division I FBS Football Class Members who received a one-semester (approximately 0.5 on a squad list) full grant-in-aid, or a one-quarter (approximately 0.33 on a squad list) full grant-in-aid, as they would not have been receiving athletic aid during the Class period.
- 6) The allocation method will result in:
- a. Every Authorized Recipient will receive an identical percentage of his or her Gap calculated as described above as every other Authorized Recipient.
 - i. Thus, for example, if one Authorized Recipient in a given year experienced a \$2,000 Gap, then his/her recovery will be identical to the recovery for all other Authorized Recipients with a \$2,000 Gap in any given year.
 - ii. If one Authorized Recipient experienced a \$2,000 Gap in any given year and another experienced a \$4,000 Gap in any given year, the

second Authorized Recipient's recovery for that year will be twice the size of the first Authorized Recipient's recovery for the year in question.

- b. To the extent the Gap calculation is based on the average values for two Authorized Recipients on the same team, in the same year, such Authorized Recipients will receive the same recovery, unless:
 - i. One of those student-athletes received identified non-athletically related aid above his or her athletically related aid (excluding SAF/SAOF distributions, Pell Grants and the "Exempted Government Grants" identified in NCAA Division I Bylaw 15.2.5.1), in which case that student-athlete's recovery will be reduced by the percentage of his/her Gap that was covered by his/her Gap Offset.
 - ii. Defendants or their member schools provide data for a team's student-athletes' in-state vs. out-of-state status, in which case, all in-state team members in a given year will recover identical amounts, and all out-of-state team members will recover identical amounts, but the two subsets' recoveries will differ if the school's in-state and out-of-state Gap differed.
- 7) A Class Member who is shown to have received non-athletically related aid (excluding SAF/SAOF distributions, Pell Grants and the "Exempted Government Grants" identified in NCAA Division I Bylaw 15.2.5.1) that covered his/her entire Gap in a given academic year would receive no recovery for that year, and therefore, would not be an Authorized Recipient for that year.
- 8) A portion of the Fund, not to exceed \$2,400,000.00, shall be set aside ~~by the Escrow Agent for the period referenced in paragraph 9~~ until October 3, 2017, as a reserve for claims by (1) Class Members who were not, but contend they should have been, identified as Authorized Recipients through this Distribution Plan, and (2) Authorized Recipients who contend they should have been entitled to a larger recovery under this Distribution Plan.
- 9) No sooner than 90 days after the distribution of recoveries to Authorized Recipients, any remaining amounts in the Fund ~~, including any unused reserves described in paragraph 8,~~ will be attempted to be redistributed in the following manner.

- a. If the unclaimed remaining amounts in the Fund are large enough to distribute across all locatable Authorized Recipients, such amounts will be distributed to locatable Authorized Recipients in the same proportionate shares as the first round of distribution.
- b. Alternatively, if there are insufficient funds to economically redistribute in that manner, redistribution may occur within schools in proportionate shares to other locatable Authorized Recipients 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.
- c. In any event, no Authorized Recipient will receive a distribution from the Fund for any given academic year that exceeds his or her Gap for that year. If the distributions contemplated by this paragraph 9 would cause such a circumstance to occur, any excess amount will escheat to the state of the relevant Authorized Recipient's most recent known address.

EXHIBIT B

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~~ either (1) athletically related financial aid in an amount equal to or greater than tuition and fees, room and board, and required course-related books, or (2) athletically related financial aid that was not equal to or greater than tuition and fees, room and board, and required course-related books only because it was reduced by the applicable NCAA member institution by an amount of nonathletically related financial aid received by the student-athlete.

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 financial 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

<p>Participate in the Settlement and Receive Benefits</p>	<ul style="list-style-type: none"> • Eligible Class Members will receive a cash distribution with no claim form required.
<p>Exclude Yourself from the Settlement</p>	<ul style="list-style-type: none"> • Excluding yourself means you will receive no cash distribution. • You must follow the instructions for requesting exclusion found in paragraph 1921 and at the case website at <u>www.GrantInAidSettlement.com</u>
<p>Object to the Settlement</p>	<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

	<p>Class.</p> <ul style="list-style-type: none"> • More information about how to object can be found in paragraph 2426 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 <u> </u>, November 17, 2017 at <u> </u>. • 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 , [November 17, 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). Please note that the date of the final hearing may be changed without notice. Class Members are encouraged to visit the Settlement website at www.GrantInAidSettlement.com for future updates.

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 [financial](#) 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 1921).

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

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~~ a 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~~ a 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 [2931](#) 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~~nonathletically related financial aid (other than SAF/SAOFSpecial Assistance Fund or Student-Athlete Opportunity Fund 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~~nonathletically 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-athletically~~nonathletically related financial aid (other than SAF/SAOF Special Assistance Fund or Student-Athlete Opportunity Fund 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-athletically~~nonathletically related financial aid (other than SAF/SAOF Special Assistance Fund or Student-Athlete Opportunity Fund 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 Special Assistance Fund or Student-Athlete Opportunity Fund 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 ____ , 2017** (see paragraph 1921 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 financial 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~~nonathletically related financial aid (other than SAF/SAOFSSpecial Assistance Fund or Student-Athlete Opportunity Fund 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.

By no later than August 21, 2017, Class Members will be able to see on the Settlement website at www.GrantInAidSettlement.com an estimate of their individual **gross** and **net** recovery. To see your individual estimated gross and net recovery, log on to the Settlement website using your unique NCAA Eligibility Center ID number provided with this Notice. Be sure to retain this Notice and your unique Eligibility Center ID number to take advantage of this website feature in the future. To the extent you are unable to locate your Eligibility Center ID number, you can retrieve it by logging on to your NCAA Eligibility Center account at www.eligibilitycenter.org; once you have logged on, your Eligibility Center ID number will be displayed in the top right corner below your name.

Upon logging on to the Settlement website, you will be directed to a screen that will show your individual estimated gross and net recovery, as well as the calculations used to arrive at those estimates. Please note that the estimate of your individual **gross** recovery will be before *pro rata* deductions for any award of attorneys' fees, expenses, and Class Representative Service Awards that may be awarded by the Court later. Your estimated **net** recovery will be approximately 25% lower than your estimated gross recovery, as Class Counsel has agreed not to seek more than 25% of the total Settlement Fund for attorneys' fees and expenses. (See *Paragraphs 25 for more detail about Fee, Expenses, and Service Awards.*)

If you believe the amount or calculation of your individual estimated gross or net recovery is wrong for some reason, or if you believe that you did not receive direct mailed Notice of the Settlement and you believe you should be eligible for a recovery as a Class Member, you can contact the Settlement Administrator by writing to:

NCAA GIA Settlement Administrator

c/o KCC Gilardi

P.O. Box _____

Providence, RI _____ - _____

You may also contact the Settlement Administrator by sending an email to info@GrantInAidSettlement.com or by calling 1-877-XXX-XXXX. You must provide detailed information and all records to support your dispute to the Settlement Administrator. **All disputes and supporting documentation must be received by the Settlement Administrator (or postmarked if mailed) no later than October 3, 2017.** After this date,

you will no longer be able to dispute your individual estimated gross or net recovery, or your status as an eligible Class Member. The resolution of any such dispute by the Settlement Administrator shall be final and non-appealable.

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 financial 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 financial 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 financial 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. Where will my distribution be sent?

The address to which this Notice was mailed is the address to which the Settlement Administrator will mail your distribution check. You also can confirm the address to which the Settlement Administrator will mail your distribution by logging on to the Settlement website at www.GrantInAidSettlement.com, as outlined above.

18. What if I need to change my mailing address?

If you would like your distribution mailed to an address other than the one at which you received this Notice, you must contact the Settlement Administrator by writing to:

NCAA GIA Settlement Administrator

c/o KCC Gilardi

P.O. Box _____

Providence, RI _____ - _____

You may also contact the Settlement Administrator by sending an email to info@GrantInAidSettlement.com or by calling 1-877-XXX-XXXX. To change the address to which your distribution will be mailed, you will be required to provide your name, date of birth, NCAA Eligibility Center ID number, the university or college you attend(ed) and the sport you play(ed). You will also be required to provide a copy of a government-issued photo ID card (i.e., driver's license, passport, state ID card). If the address on the government-issued photo ID card is not the same as the address to which you would like your

distribution mailed, you also will be required to provide copies of two pieces of official mail (i.e., electric bill, gas bill, water bill, cell phone bill, cable/internet bill, bank statement, credit card statement, loan statement, etc.) addressed to you at the address to which you would like your distribution mailed. All requests for changes of address must be received by the Settlement Administrator (or postmarked if mailed) no later than October 3, 2017.

19. ~~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~~24 below) or your own lawyer if you have questions about the release or what it means.

20. ~~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.

21. ~~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.

22. ~~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.

23. ~~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

24. ~~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	
<p>HAGENS BERMAN SOBOL SHAPIRO LLP Steve W. Berman (Pro Hac Vice) 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 www.GrantInAidSettlement.com</p>	<p>PEARSON, SIMON & WARSHAW, LLP Bruce L. Simon (96241) 44 Montgomery Street, Suite 2450 San Francisco, CA 94104</p>

25. ~~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

26. ~~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

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.

27. ~~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

28. 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 , November 17, 2017, at : .m. before Judge Claudia Wilken, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612. Please note that the date of the Fairness Hearing may be changed without notice. Class Members are encouraged to visit the Settlement website at www.GrantInAidSettlement.com for future updates.

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 24.26. 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.

29. 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.

30. 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 24.26. 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 24.26 for the addresses of the Settlement Administrator and the Court. You cannot speak at the Fairness Hearing if you excluded yourself.

GETTING MORE INFORMATION

31. ~~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 C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

**[PROPOSED] 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. ___](#) (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
22 Dawson’s Objection to Proposed Settlement”), contending that Dawson’s objection should be
23 overruled;

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

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

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
6 Northern District of California, located at 1301 Clay Street, Courtroom 2 – 4th Floor,
7 Oakland, CA 94612, to determine whether the proposed settlement on the terms and conditions
8 provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Classes
9 and should be approved by the Court; whether final judgment should be entered; the amount of fees,
10 costs, and expenses that should be awarded to Plaintiffs’ counsel; and the amount of any service
11 awards to be awarded to the class representatives. The Court may change the day of the Fairness
12 Hearing without 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, a 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
18 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~~ Full Athletics Grant-In-Aid (defined herein).

19 **Division I Men’s Basketball Class:** All current and former NCAA Division I men’s basketball
20 student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval
21 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~~ Full
Athletics Grant-In-Aid.

22 **Division I Women’s Basketball Class:** All current and former NCAA Division I women’s
23 basketball student-athletes who, at any time from March 5, 2010 through the date of Preliminary
24 Approval of this Settlement, received from an NCAA member institution for at least one
25 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~~ Full Athletics Grant-In-Aid.

26 “Full Athletics Grant-In-Aid” means either (1) athletically related financial aid for any particular
27 academic term (year, semester, or quarter), in an amount equal to or greater than tuition and fees,
28 room and board, and required course-related books, or (2) athletically related financial aid that

1 was not equal to or greater than tuition and fees, room and board, and required course-related
2 books only because it was reduced by the applicable NCAA member institution by an amount of
3 nonathletically related financial aid received by the student-athlete.
4

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

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

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

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

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

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

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

25 11. Any person who desires to file an objection to the Settlement or request exclusion
26 from the Settlement Classes shall do so by _____, September 20, 2017, in conformance with
27 the provisions of the settlement notice as approved above.
28

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

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

21 14. ~~13.~~ Any member of the Settlement Class may enter an appearance in the litigation, at
22 his or her own expense, individually or through counsel of his or her own choice. If the member does
23 not enter an appearance, he or she will be represented by Class Counsel.

24 15. ~~14.~~ All members of the Settlement Classes shall be bound by all determinations and
25 judgments in the Lawsuit concerning the Settlement, whether favorable or unfavorable to the
26 Settlement Classes.

27 16. ~~15.~~ Class Counsel shall file their motion for final approval of Settlement, and all
28 supporting documentation and papers, no later than _____, October 4, 2017.

1 17. ~~16.~~ 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. ~~17.~~ 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. ~~18.~~ 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. ~~19.~~ 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. ~~20.~~ Neither the Settlement Agreement, nor any of its terms or provisions, nor any of
 15 the negotiations or proceedings connected with it, shall be construed as an admission or concession
 16 by Plaintiffs or Defendants, respectively, of the truth or falsity of any of the allegations made, or of
 17 any liability, fault or wrongdoing of any kind.

18 22. ~~21.~~ 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. ~~22.~~ The Court adopts the following schedule proposed in the motion:

Event	Deadline
Hearing and order <u>Order</u> re preliminary approval	_____, 2017.
Notice campaign to begin, including internet notice, dedicated website, and press release	_____, 2017. {two weeks from preliminary approval order}
NCAA to request from member institutions potential class member contact information,	_____, <u>March 28</u> , 2017. {three weeks from preliminary approval order}

<p>1 including permission to use any contact 2 information already collected for those 3 individuals who are also class members in the 4 settlement in <i>In Re: National Collegiate Athletic Association Student-Athlete Concussion Litigation</i>, MDL No. 4292, Master docket No. 5 1:13-cv-09116 (N.D.IL.) (“NCAA Concussion Settlement”)</p>	
<p>6 <u>Notice campaign to begin, including internet notice, dedicated website, and press release</u></p>	<p><u>April 7, 2017.</u></p>
<p>8 Deadline for Defendants’ production to Administrator of class members’ contact 9 information to the extent received</p>	<p><u>_____</u>, <u>August 7, 2017.</u> [seventeen weeks from preliminary approval order]</p>
<p>10 Direct notice mailing to begin</p>	<p><u>_____</u>, <u>August 21, 2017.</u> [three<u>two</u> weeks from Administrator’s receipt of contact information]</p>
<p>12 Last day for motion for attorneys’ fees, costs, 13 expenses, and service awards</p>	<p><u>_____</u>, <u>September 6, 2017.</u> [two weeks before objection deadline]</p>
<p>14 Last day to file objections to the Settlement or 15 requests for exclusion from the Classes</p>	<p><u>_____</u>, <u>September 20, 2017.</u> [eight weeks<u>thirty days</u> from notice mailing]</p>
<p>16 <u>Last day to dispute estimated recovery or status as an eligible Class Member</u></p>	<p><u>October 3, 2017</u></p>
<p>18 Last day for motion in support of final approval of Settlement</p>	<p><u>_____</u>, <u>October 4, 2017.</u> [two weeks after objection deadline]</p>
<p>19 <u>Last day to respond to any objections to the Settlement Agreement, or to the application for 20 attorneys’ fees, reimbursement of expenses, and 21 class representative service awards</u></p>	<p><u>November 3, 2017</u> [two weeks before Final Fairness Hearing]</p>
<p>22 Final Fairness Hearing</p>	<p><u>_____</u>, <u>2017</u>. <u>November 17, 2017,</u> at 9:00 a.m.</p>
<p>23 24 25 26 27 28</p>	<p>[five weeks after motion for final approval], unless otherwise ordered by the Court</p>
<p>[PROP.] ORDER GRANTING MOT. FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT - No: 14 -md-2541-CW</p>	

1 ~~24. 23.~~ 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.
 8

9
 10
 11 IT IS SO ORDERED.

DATED: _____	
HONORABLE CLAUDIA WILKEN UNITED STATES DISTRICT JUDGE	
Submitted by:	
Dated: February , <u>March 21</u> , 2017	
HAGENS BERMAN SOBOL SHAPIRO LLP	
By <u> /s/ Steve W. Berman </u> STEVE W. BERMAN Craig R. Spiegel (122000) Ashley A. Bede (Pro Hac Vice)	
HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 Telephone: (206) 623-7292 Facsimile: (206) 623-0594 steve@hbsslaw.com craigs@hbsslaw.com ashleyb@hbsslaw.com	
Jeff D. Friedman (173886) HAGENS BERMAN SOBOL SHAPIRO LLP 715 Hearst Avenue, Suite 202 Berkeley, CA 94710	

1 Telephone: (510) 725-3000
2 Facsimile: (510) 725-3001
3 jefff@hbsslaw.com

4 Bruce L. Simon (96241)
5 Aaron M. Sheanin (214472)
6 Benjamin E. Shiftan (265767)
7 PEARSON, SIMON & WARSHAW, LLP
8 44 Montgomery Street, Suite 2450
9 San Francisco, CA 94104
10 Telephone: (415) 433-9000
11 Facsimile: (415) 433-9008
12 bsimon@pswlaw.com
13 asheanin@pswlaw.com
14 bshiftan@pswlaw.com

15 *Plaintiffs' Co-Lead Class Counsel*

EXHIBIT D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

**[CORRECTED PROPOSED] 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;

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
28

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
28

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 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	_____ __, 2017.

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 28, 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.

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

IT IS SO ORDERED.

DATED: _____

HONORABLE CLAUDIA WILKEN
UNITED STATES DISTRICTJUDGE

Submitted by:

Dated: March 21, 2017

HAGENS BERMAN SOBOL SHAPIRO LLP

By /s/ Steve W. Berman
STEVE W. BERMAN
Craig R. Spiegel (122000)
Ashley A. Bede (Pro Hac Vice)
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
craigs@hbsslaw.com
ashleyb@hbsslaw.com

Jeff D. Friedman (173886)
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
Telephone: (510) 725-3000

1 Facsimile: (510) 725-3001
jefff@hbsslaw.com

2
3 Bruce L. Simon (96241)
4 Aaron M. Sheanin (214472)
5 Benjamin E. Shiftan (265767)
6 PEARSON, SIMON & WARSHAW, LLP
7 44 Montgomery Street, Suite 2450
8 San Francisco, CA 94104
9 Telephone: (415) 433-9000
10 Facsimile: (415) 433-9008
11 bsimon@pswlaw.com
12 asheanin@pswlaw.com
13 bshiftan@pswlaw.com

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Plaintiffs' Co-Lead Class Counsel