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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

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

No. 4:14-md-2541-CW

[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

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 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 Settlement Agreement;

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

14 WHEREAS, Plaintiffs have moved, unopposed, for an order granting preliminary approval of  
15 the Settlement Agreement;

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

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

20 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

23 2. A final approval hearing (the "Fairness Hearing") shall be held before this Court on  
24 \_\_\_\_\_, 2017, at 9:00 a.m., at the United States District Court of the Northern District  
25 of California, located at 1301 Clay Street, Courtroom 2 – 4th Floor, Oakland, CA 94612, to  
26 determine whether the proposed settlement on the terms and conditions provided for in the  
27 Settlement Agreement is fair, reasonable and adequate to the Settlement Classes and should be  
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1 approved by the Court; whether final judgment should be entered; the amount of fees, costs, and  
2 expenses that should be awarded to Plaintiffs' counsel; and the amount of any service awards to be  
3 awarded to the class representatives. The Court may change the day of the Fairness Hearing without  
4 further notice to the members of the Settlement Classes.

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

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

13 **Division I Men's Basketball Class:** All current and former NCAA Division I men's basketball  
14 student-athletes who, at any time from March 5, 2010 through the date of Preliminary Approval  
15 of this Settlement, received from an NCAA member institution for at least one academic term  
16 (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA rules to be set  
17 at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-in-aid.

18 **Division I Women's Basketball Class:** All current and former NCAA Division I women's  
19 basketball student-athletes who, at any time from March 5, 2010 through the date of Preliminary  
20 Approval of this Settlement, received from an NCAA member institution for at least one  
21 academic term (such as a semester or quarter) (1) a full athletics grant-in-aid required by NCAA  
22 rules to be set at a level below the cost of attendance, and/or (2) an otherwise full athletics grant-  
23 in-aid.

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

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

6 6. The Court approves, as to form and content, the Distribution Plan, attached as Exhibit

1 A to the Settlement Agreement.

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

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

6 9. Class Counsel shall file their motion for attorney fees, costs, and service awards, and  
7 all supporting documentation and papers, no later than \_\_\_\_\_, 2017.

8 10. Any person who desires to file an objection to the Settlement or request exclusion  
9 from the Settlement Classes shall do so by \_\_\_\_\_, 2017, in conformance with the provisions  
10 of the settlement notice as approved above.

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

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

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

24 14. Class Counsel shall file their motion for final approval of Settlement, and all  
25 supporting documentation and papers, no later than \_\_\_\_\_, 2017.

26 15. Class Counsel may file a written response to any objections to the Settlement  
27 Agreement, or to the application for attorneys' fees, reimbursement of expenses, and class  
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1 representative service awards, no later than 14 days before the final Fairness Hearing, or by  
 2 \_\_\_\_\_ \_\_, 2017.

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

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

10 18. All reasonable expenses incurred in notifying the Settlement Classes and  
 11 administering the settlement shall be paid as set forth in the Settlement Agreement.

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

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

20 21. The Court adopts the following schedule proposed in the motion:

Event	Deadline
Hearing and order re preliminary approval	_____ __, 2017.
Notice campaign to begin, including internet notice, dedicated website, and press release	_____ __, 2017. [two weeks from preliminary approval order]

<p>1 NCAA to request from member institutions                  2 potential class member contact information,                  3 including permission to use any contact                  4 information already collected for those                  5 individuals who are also class members in the                  6 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”)</p>	<p>_____ __, 2017.                  [three weeks from preliminary approval order]</p>
<p>7                  8 Deadline for Defendants’ production to                  Administrator of class members’ contact                  9 information to the extent received</p>	<p>_____ __, 2017.                  [seventeen weeks from preliminary approval                  order]</p>
<p>10 Direct notice mailing to begin</p>	<p>_____ __, 2017.                  [three 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>_____ __, 2017.                  [two weeks before objection deadline]</p>
<p>14 Last day to file objections to the Settlement or                  requests for exclusion from the Classes</p>	<p>_____ __, 2017.                  [eight weeks from notice mailing]</p>
<p>16 Last day for motion in support of final approval                  of Settlement</p>	<p>_____ __, 2017.                  [two weeks after objection deadline]</p>
<p>17 Final Fairness Hearing</p>	<p>_____ __, 2017. at 9:00 a.m.                  [five weeks after motion for final approval],                  unless otherwise ordered by the Court</p>

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

1 IT IS SO ORDERED.

2 DATED: \_\_\_\_\_

3 \_\_\_\_\_  
4 HONORABLE CLAUDIA WILKEN  
5 UNITED STATES DISTRICT JUDGE

6 Submitted by:

7 Dated: February 03, 2017

8 HAGENS BERMAN SOBOL SHAPIRO LLP

9 By           /s/ Steve W. Berman            
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