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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

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 as amended by the parties' stipulations filed on
11 March 1, 2017 and March 21, 2017;

12 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered into
13 among the parties, as amended by the parties' stipulations filed on March 1, 2017 and March 21,
14 2017, as well as all exhibits thereto, the record in this case, the briefs and arguments of counsel, and
15 supporting exhibits;

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

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

20 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in
21 the Settlement Agreement as amended by the parties' stipulations filed on March 1, 2017 and March
22 21, 2017;

23 NOW, THEREFORE, IT IS HEREBY ORDERED:

24 1. The Court does hereby preliminarily approve the Settlement Agreement, as amended
25 by the parties' stipulations filed on March 1, 2017 and March 21, 2017, subject to further
26 consideration at the final Fairness Hearing described below. All further references to the Settlement
27 Agreement shall be to the Settlement Agreement as amended in the parties' stipulations.

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

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

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

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

26 “Full Athletics Grant-In-Aid” means either (1) athletically related financial aid for any
27 particular academic term (year, semester, or quarter), in an amount equal to or greater
28 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

1 applicable NCAA member institution by an amount of nonathletically related financial
2 aid received by the student-athlete.

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4 4. The Court approves, as to form and content, the amended notice of the proposed
5 Settlement Agreement, attached as Exhibit B to the parties’ second stipulation amending settlement
6 agreement filed on March 21, 2017. The Court further finds that the proposed notice campaign and
7 all forms of notice substantially meets the requirements of Federal Rule of Civil Procedure 23 and
8 due process, is the best notice practicable under the circumstances, and shall constitute due and
9 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 notice
12 campaign, including direct notice mailing, internet notice, dedicated website and press release, as
13 more fully set forth in the Vasquez Declaration Regarding Implementation of Class Notice Plan, in
14 accordance with the schedule set forth below.

15 6. The Court approves, as to form and content, the amended Distribution Plan, attached
16 as Exhibit A to the parties’ second stipulation amending settlement agreement filed on March 21,
17 2017.

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

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

22 9. Class Counsel shall file their motion for attorney fees, costs, and service awards, and
23 all supporting documentation and papers, no later than Tuesday, September 19, 2017.

24 10. Any person who desires to file an objection to the Settlement or request exclusion
25 from the Settlement Classes shall do so by Tuesday, October 3, 2017, in conformance with the
26 provisions of the settlement notice as approved above.

27 11. In particular, all written objections and supporting papers, if any, must (a) clearly
28 identify the case name and number (*In* *Re: National Collegiate Athletic Association*

1 *Athletic Grant-In-Aid Cap Antitrust Litigation*, Case No. 4:14-md-2541-CW); (b) be submitted to the
2 Court either by mailing them to the Class Action Clerk, United States District Court for the Northern
3 District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any
4 location of the United States District Court for the Northern District of California; and (c) be filed or
5 postmarked on or before Tuesday, October 3, 2017.

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

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

12 14. Class Counsel shall file their motion for final approval of Settlement, and all
13 supporting documentation and papers, no later than Tuesday, October 17, 2017.

14 15. Class Counsel may file a written response to any objections to the Settlement
15 Agreement, or to the application for attorneys' fees, reimbursement of expenses, and class
16 representative service awards, no later than 14 days before the final Fairness Hearing, or by Tuesday,
17 November 7, 2017.

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

22 17. At or after the Fairness Hearing, the Court shall determine whether the Settlement
23 Agreement, the motion for attorney's fees and expenses, and any service awards shall be finally
24 approved.

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

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

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

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

Event	Deadline
Hearing and order re preliminary approval	Tuesday, March 21, 2017.
Notice campaign to begin, including internet notice, dedicated website, and press release	Tuesday, April 4, 2017. [two weeks from preliminary approval order]
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”)	Tuesday, April 11, 2017. [three weeks from preliminary approval order]
Deadline for Defendants’ production to Administrator of class members’ contact information to the extent received	Tuesday, July 18 2017. [seventeen weeks from preliminary approval order]
Direct notice mailing to begin	Tuesday, August 8, 2017. [three weeks from Administrator’s receipt of contact information]
Last day for motion for attorneys’ fees, costs, expenses, and service awards	Tuesday, September 19, 2017. [two weeks before objection deadline]
Last day to file objections to the Settlement or requests for exclusion from the Classes	Tuesday, October 3, 2017. [eight weeks from notice mailing]

1 2 Last day for motion in support of final approval of Settlement	Tuesday, October 17, 2017. [two weeks after objection deadline]
3 4 Final Fairness Hearing	Friday, November 17, 2017, at 9:00 a.m. [five weeks after motion for final approval], unless otherwise ordered by the Court

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22. 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.

14 IT IS SO ORDERED.

15 DATED: March 21, 2017



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HONORABLE CLAUDIA WILKEN
UNITED STATES DISTRICT JUDGE

Submitted by:

Dated: February 03, 2017

HAGENS BERMAN SOBOL SHAPIRO LLP

By /s/ Steve W. Berman
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20 *Plaintiffs' Co-Lead Class Counsel*

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