

1 PROSKAUER ROSE LLP
 SCOTT P. COOPER (SBN 96905)
 2 scooper@proskauer.com
 KYLE A. CASAZZA (SBN 254061)
 3 kcasazza@proskauer.com
 JENNIFER L. JONES (SBN 284624)
 4 jljones@proskauer.com
 SHAWN S. LEDINGHAM, JR. (SBN 275268)
 5 sledingham@proskauer.com
 JACQUELYN N. FERRY (SBN 287798)
 6 jferry@proskauer.com
 2049 Century Park East, 32nd Floor
 7 Los Angeles, CA 90067-3206
 Telephone: 310-557-2900
 8 Facsimile: 310-557-2193

9 *Attorneys for Defendant Pac-12 Conference*

10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA**
 12 **OAKLAND DIVISION**

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

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

**SECOND JOINT STIPULATION
 AMENDING SETTLEMENT
 AGREEMENT**

16
17 This Document Relates to:

18 ALL ACTIONS EXCEPT

19 *Jenkins v. Nat'l Collegiate Athletic Ass'n*
 20 Case No. 14-cv-02758-CW

1 WHEREAS, Plaintiffs and Defendants (the “Settling Parties”) have agreed to amend the
2 February 3, 2017 Settlement Agreement, Dkt. 560-1, as amended by the February 28, 2017 Joint
3 Stipulation Amending Settlement Agreement, Dkt. 582 (collectively and as amended, the
4 “Settlement Agreement”), filed in this case to clarify the definitions of the Settlement Classes;

5 WHEREAS, the Settling Parties also wish to modify the Distribution Plan (Exhibit A to
6 the Settlement Agreement) to incorporate the revised Class definitions and revisions to the form
7 of Notice (discussed below);

8 WHEREAS, the Settling Parties also wish to modify the proposed form of Notice to be
9 used pursuant to the Notice Plan (Exhibit B to the Settlement Agreement) to incorporate the
10 revised Class definitions, and also to explain the procedure for Settlement Class Members to
11 contact the Settlement Administrator to dispute their estimated recovery and/or their status as an
12 eligible Class Member.

13 THE SETTLING PARTIES HEREBY STIPULATE, by and through their undersigned
14 counsel:

15 1. Pursuant to paragraph 50 of the Settlement Agreement, the Settling Parties hereby
16 agree to, and do, amend, modify, and restate paragraph 1(d) of the Settlement Agreement to read
17 as follows:

18 “Class” or “Classes” are defined as:

19 **Division I FBS Football Class:** All current and former NCAA Division I Football Bowl
20 Subdivision (“FBS”) football student-athletes who, at any time from March 5, 2010
21 through the date of Preliminary Approval (defined herein) of this Settlement, received
22 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).

23 **Division I Men’s Basketball Class:** All current and former NCAA Division I men’s
24 basketball student-athletes who, at any time from March 5, 2010 through the date of
25 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.

26 **Division I Women’s Basketball Class:** All current and former NCAA Division I
27 women’s basketball student-athletes who, at any time from March 5, 2010 through the
28 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

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Grant-In-Aid.

“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.

2. Pursuant to paragraph 50 of the Settlement Agreement, the Settling Parties hereby agree to, and do, amend and modify Exhibit A to the Settlement Agreement by replacing it in its entirety with the attached Exhibit A.

3. Pursuant to paragraph 50 of the Settlement Agreement, the Settling Parties hereby agree to, and do, amend and modify Exhibit B to the Settlement Agreement by replacing it in its entirety with the attached Exhibit B.

4. Except as expressly modified by the terms of this Joint Stipulation, the Settlement Agreement remains in full force and effect, and together with this amendment, constitutes the final written expression of all the terms of settlement between the Settling Parties.

IT IS SO STIPULATED.

Dated: March 21, 2017

Respectfully submitted,

By /s/ Steve W. Berman
Steve W. Berman
**HAGENS BERMAN SOBOL SHAPIRO
LLP**
1918 Eighth Avenue , Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206)623-0594
steve@hbsslaw.com

By /s/ Jeffrey A. Mishkin
Jeffrey A. Mishkin
Karen Hoffman Lent
**SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP**
Four Times Square
New York, NY 10036
Telephone: (212) 735-3000
Facsimile: (917) 777-3000
jeffrey.mishkin@skadden.com

1 Jeff D. Friedman
2 Craig R. Spiegel
3 Ashley A. Bede
4 **HAGENS BERMAN SOBOL SHAPIRO**
5 **LLP**

6 715 Hearst Avenue, Suite 202
7 Berkeley, CA 94710
8 Telephone: (510) 725-3000
9 Facsimile: (510) 725-3001
10 *jefff@hbsslw.com*
11 *craigs@hbsslw.com*
12 *ashleyb@hbsslw.com*

13 Robert B. Carey
14 **HAGENS BERMAN SOBOL SHAPIRO**
15 **LLP**

16 11 West Jefferson Street, Suite 1000
17 Phoenix, Arizona 85003
18 Telephone: (602) 840-5900
19 Facsimile: (602) 840-3012
20 *rcarey@hbsslw.com*

21 *Plaintiffs' Interim Co-Lead Class Counsel*

22 By /s/ Bruce L. Simon

23 Bruce L. Simon
24 Aaron M. Sheanin
25 Benjamin E. Shifftan
26 **PEARSON, SIMON & WARSHAW, LLP**
27 44 Montgomery Street, Suite 2450
28 San Francisco, CA 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pswlaw.com
asheanin@pswlaw.com
bshifftan@pswlaw.com

Plaintiffs' Interim Co-Lead Class Counsel

By /s/ Elizabeth C. Pritzker

Elizabeth C. Pritzker
Anne C. Maness
PRITZKER LEVINE LLP

karen.lent@skadden.com

Raoul D. Kennedy
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

525 University Avenue, Suite 1400
Palo Alto, California 94301
Telephone: (650) 470-4500
Facsimile: (650) 470-4570
raoul.kennedy@skadden.com

Robert J. Wierenga
Gregory L. Curtner
Jacob K. Danziger
Suzanne L. Wahl
SCHIFF HARDIN LLP

350 S. Main St., Suite 210
Ann Arbor, MI 48104
Telephone: (734) 222-1500
Facsimile: (734) 222-1501
rwierenga@schiffhardin.com
gcurtner@schiffhardin.com
jdanziger@schiffhardin.com
swahl@schiffhardin.com

*Attorneys for Defendants National Collegiate
Athletic Association and Western Athletic
Conference*

By /s/ Scott P. Cooper

Scott P. Cooper
Kyle A. Casazza
Jennifer L. Jones
Shawn S. Ledingham, Jr.
Jacquelyn N. Ferry
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, CA 90067
Telephone: (310) 557-2900
Facsimile: (310) 557-2193
scooper@proskauer.com
kcasazza@proskauer.com
sledingham@proskauer.com
jferry@proskauer.com

Attorneys for Defendant Pac-12 Conference

1 180 Grand Avenue, Suite 1390
2 Oakland, CA 94612
3 Telephone: (415) 692-0772
4 Facsimile: (415) 366-6110
5 *ecp@pritzkerlevine.com*
6 *acm@pritzkerlevine.com*

7 *Plaintiffs' Additional Class Counsel*

8 By /s/ Andrew S. Rosenman
9 Andrew S. Rosenman
10 Britt M. Miller
11 **MAYER BROWN LLP**
12 71 South Wacker Drive
13 Chicago, IL 60606
14 Telephone: (312) 782-0600
15 Facsimile: (312) 701-7711
16 *arosenman@mayerbrown.com*
17 *bmiller@mayerbrown.com*
18 Richard J. Favretto
19 **MAYER BROWN LLP**
20 1999 K. Street, NW
21 Washington, DC 20006
22 Telephone: (202) 263-3000
23 Facsimile: (202)
24 *rfavretto@mayerbrown.com*

25 *Attorneys for Defendant The Big Ten*
26 *Conference, Inc.*

By /s/ Nathan C. Chase, Jr.
Nathan C. Chase, Jr.
Robert W. Fuller
Robert E. Harrington
Mark W. Merritt
Lawrence C. Moore, III
Amanda R. Pickens
Pearl Houck
ROBINSON BRADSHAW & HINSON
101 North Tryon Street, Suite 1900
Charlotte, NC 28246
Telephone: (704) 377-2536
Facsimile: (704) 378-4000
nchase@rbh.com
rfuller@rbh.com
rharrington@rbh.com
mmerritt@rbh.com
lmoore@rbh.com
apickens@rbh.com
phouck@rbh.com

Mark J. Seifert
Robert R. Moore
ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
Three Embarcadero Center, 12th Floor
San Francisco, CA 94111
Telephone: (415) 837-1515
Facsimile: (415) 837-1516
mseifert@allenmatkins.com
rmoore@allenmatkins.com

John A. Boyle
Kevin H. Marino
MARINO TOTORELLA & BOYLE PC
437 Southern Boulevard

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2
3
4
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23
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25
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27
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Chatham, NC 07928-1488
Telephone: (973) 824-9300
Facsimile: (973) 824-8425
jboyle@khmarino.com
kmarino@khmarino.com

*Attorneys for Defendant Southeastern
Conference*

By /s/ Charles L. Coleman, III

Charles L. Coleman, III
HOLLAND & KNIGHT LLP
50 California Street, Suite 2800
San Francisco, CA 94111
Telephone: (415) 743-6900
Facsimile: (415) 743-6910
ccoleman@hklaw.com

James Donald Smeallie
HOLLAND & KNIGHT LLP

10 St. James Avenue
Boston, MA 02116
Telephone: (617) 523-2700
Facsimile: (617) 523-6850
jd.smeallie@hklaw.com

Sean C. Sheely
Duvol M. Thompson
HOLLAND & KNIGHT LLP

31 West 52nd Street
New York, NY 10016
Telephone: (212) 513-3200
Facsimile: (212) 385-9010
sean.sheely@hklaw.com
duvol.thompson@hklaw.com

D. Erik Albright
Jonathan P. Heyl
C. Bailey King, Jr.
SMITH MOORE LEATHERWOOD LLP

300 North Greene Street, Suite 1400
Greensboro, NC 27401
Telephone: (336) 378-5368
Facsimile: (336) 433-7402
erik.albright@smithmoorelaw.com
jon.hey1@smithmoorelaw.com
bailey.king@smithmoorelaw.com

By /s/ Leane K. Capps

Leane K. Capps
Caitlin Morgan
POLSINELLI, PC
Saint Anne Court
2501 N. Harwood Street, Suite 1900
Dallas, TX 75201
Telephone: (214) 397-0030
Facsimile: (214) 397-0033
lcapps@polsinelli.com
cmorgan@polsinelli.com

Amy Dawn Fitts
Milton Winter
POLSINELLI, PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: (816) 753-1000
Facsimile: (816) 753-1536
afitts@polsinelli.com
mwinter@polsinelli.com

Wesley D. Hurst
POLSINELLI, PC
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Telephone: (310) 556-1801
Facsimile: (310) 556-1802
whurst@polsinelli.com

Matthew P. O'Malley
**TOMPKINS, McGUIRE, WACHENFELD
& BARRY LLP**
Four Gateway Center, 5th Floor
100 Mulberry Street
Newark, NJ 07102-4070
Telephone: (973) 622-3000
Facsimile: (973) 623-7780
momalley@tompkinsmcquire.com

1 *Attorneys for Defendant Atlantic Coast*
2 *Conference*

Attorneys for Defendant The Big 12
Conference, Inc.

3
4
5 By /s/ Benjamin C. Block
Benjamin C. Block
6 **COVINGTON & BURLING LLP**
One City Center
7 850 Tenth Street, N.W.
Washington, DC 20001-4956
8 Telephone: (202) 662-5205
Facsimile: (202) 778-5205
9 *bblock@cov.com*

By /s/ Brent E. Rychener
Brent E. Rychener
Richard R. Young
BRYAN CAVE LLP
90 South Cascade Avenue, Suite 1300
Colorado Springs, CO 80903
Telephone: (719) 473-3800
Facsimile: (719) 633-1518
brent.rychener@bryancave.com
richard.young@bryancave.com

10 Rebecca A. Jacobs
11 **COVINGTON & BURLING LLP**
One Front Street
12 San Francisco, CA 94111-5356
Telephone: (415) 591-6000
13 Facsimile: (415) 591-6091
rjacobs@cov.com

Meryl Macklin
BRYAN CAVE LLP
560 Mission Street, 25th Floor
San Francisco, CA 94105
Telephone: (415) 268-1981
Facsimile: (415) 4304381
meryl.macklin@bryancave.com

14
15 *Attorneys for Defendant American Athletic*
16 *Conference*

Attorneys for Defendant Mountain West
Conference

17 By /s/ R. Todd Hunt
R. Todd Hunt
18 Benjamin G. Chojnacki
WALTER HAVERFIELD LLP
19 1301 E. Ninth Street, Suite 3500
Cleveland, OH 44114-1821
20 Telephone: (216) 781-1212
Facsimile: (216) 575-0911
21 *rthunt@walterhav.com*
bchojnacki@walterhav.com

By /s/ Leane K. Capps
Leane K. Capps
POLSINELLI, PC
2501 N. Harwood Street, Suite 1900
Dallas, TX 75201
Telephone: (214) 397-0030
Facsimile: (214) 397-0033
lcapps@polsinelli.com

22
23 Andrew B. Downs
BULLIVANT HOUSER BAILEY PC
24 601 California Street, Suite 1800
San Francisco, CA 94108
25 Telephone: (415) 352-2700
Facsimile: (415) 352-2701
26 *andy.downs@bullivant.com*

Amy Dawn Fitts
Milton Winter
POLSINELLI, PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: (816) 753-1000
Facsimile: (816) 753-1536
afitts@polsinelli.com
mwinter@polsinelli.com

27 *Attorneys for Defendant Mid-American*

Attorneys for Defendant Conference USA

28 -7-

1 *Conference*

2 By /s/ Mark A. Cunningham

3 Mark A. Cunningham

4 **JONES WALKER LLP**

5 201 St. Charles Avenue, Suite 5100

6 New Orleans, LA 70170

7 Telephone: (504) 582-8000

8 Facsimile: (504) 589-8536

9 *mcunningham@joneswalker.com*

10 Jose L. Martinez, Jr.

11 **JONES WALKER LLP**

12 5900 Wilshire Boulevard, Suite 2600

13 Los Angeles, CA 90036

14 Telephone: (323) 303-5000

15 Facsimile: (504) 589-8686

16 *jmartinez@joneswalker.com*

17 *Attorneys for Defendant Sun Belt Conference*

18 **ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)**

19 Pursuant to Civil Local Rule 5-1(i)(3), the filer of this document attests that concurrence
20 in the filing of this document has been obtained from the signatories above.

21 /s/ Scott P. Cooper

22 SCOTT P. COOPER

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) 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 this Distribution Plan, the student-athletes whose grants-in-aid are described in the immediately preceding clause (2) will be identified 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 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 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) 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	
Participate in the Settlement and Receive Benefits	<ul style="list-style-type: none"> • Eligible Class Members will receive a cash distribution with no claim form required.
Exclude Yourself from the Settlement	<ul style="list-style-type: none"> • Excluding yourself means <u>you will receive no cash distribution.</u> • You must follow the instructions for requesting exclusion found in paragraph 21 and at the case website at <u>www.GrantInAidSettlement.com</u>
Object to the Settlement	<ul style="list-style-type: none"> • Write to the Court about why you do not like the Settlement. • You cannot object in order to ask the Court for a higher cash distribution for yourself personally, although you can object to the distribution terms (or any other terms) that generally apply to the Class. • More information about how to object can be found in paragraph 26

	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 November 17, 2017 at [REDACTED]. • 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 [REDACTED] 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 21).

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) a 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) 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) 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 31 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 nonathletically related financial aid (other than Special 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 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 nonathletically related financial aid (other than 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 nonathletically related financial aid (other than 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 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 21 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 nonathletically related financial aid (other than Special 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. 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 24 below) or your own lawyer if you have questions about the release or what it means.

20. 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. 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. 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. 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. 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 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</p> <p>www.GrantInAidSettlement.com</p>	<p>PEARSON, SIMON & WARSHAW, LLP Bruce L. Simon (96241) 44 Montgomery Street, Suite 2450 San Francisco, CA 94104</p>

25. 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. 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. 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. 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 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. 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. 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 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 **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 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. 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.