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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE COLLEGE ATHLETE NIL
LITIGATION

Case No. 4:20-cv-03919-CW

**~~[REVISED PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY SETTLEMENT APPROVAL
AS MODIFIED**

1 This matter comes before the Court on Plaintiffs’ Motion for Preliminary Approval of a Class
2 Action Settlement with Defendants National Collegiate Athletic Association (“NCAA”), Atlantic
3 Coast Conference (“ACC”), The Big Ten Conference, Inc. (“Big Ten”), The Big 12 Conference, Inc.
4 (“Big 12”), Pac-12 Conference (“Pac-12”), and Southeastern Conference (“SEC”) (collectively, the
5 “Defendants”) (“Motion”).

6 WHEREAS, Plaintiffs, on behalf of themselves and the proposed stipulated settlement
7 classes (“Settlement Classes”), and Defendants, have agreed, subject to Court approval following
8 notice to the Settlement Classes and a final fairness hearing, to settle the above-captioned matter
9 (“Lawsuit”) upon the terms set forth in the Amended Stipulation and Settlement Agreement between
10 Plaintiffs and Defendants NCAA, ACC, Big Ten, Big 12, Pac-12, and SEC (“Amended Settlement
11 Agreement”) (attached as Exhibit 1 to the Declaration of Steve W. Berman in Support of Plaintiffs’
12 Supplemental Brief in Support of Motion for Preliminary Approval of Settlement (“Berman
13 Supplemental Declaration”), Docket No. 535-1);

14 WHEREAS, this Court has reviewed and considered the Amended Settlement Agreement
15 entered into between the parties, the record in this case, and the briefs and arguments of counsel;

16 WHEREAS, Plaintiffs have applied for an order granting preliminary approval of the
17 settlement set forth in the Amended Settlement Agreement (“Settlement”) and directing notice to the
18 Settlement Classes (defined in paragraphs 3, 5, 7, and 9, below) in connection with the Amended
19 Settlement Agreement pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure;

20 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the Lawsuit
21 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

22 WHEREAS, Plaintiffs have presented sufficient information, pursuant to the Federal
23 Rules, to justify directing notice of the Settlement to the Settlement Classes;

24 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in
25 the Amended Settlement Agreement;

26 NOW, THEREFORE, IT IS HEREBY ORDERED:

27 1. The Court hereby preliminarily approves the Amended Settlement Agreement and the
28 Settlement set forth therein, finding that it will likely be able to approve the Settlement as fair,

1 reasonable, and adequate pursuant to Rule 23(e)(2), subject to further consideration at a hearing (the
2 “Fairness Hearing”).

3 2. The Fairness Hearing shall be held before this Court on April 7, 2025, at 10:00 a.m.,
4 at the United States District Court for the Northern District of California, Oakland Division, located
5 at 1301 Clay Street, Oakland, CA 94612, to determine whether to approve certification of the
6 Settlement Classes for settlement purposes; whether the proposed Settlement of the Lawsuit on the
7 terms and conditions provided for in the Amended Settlement Agreement is fair, reasonable, and
8 adequate to the Settlement Classes and should be approved by the Court; whether a final judgment
9 should be entered herein; whether the proposed plan of distribution should be approved; to determine
10 the amount of fees and expenses that should be awarded to Class Counsel; and to determine the
11 amount of the service awards that should be provided to the class representatives. The Court may
12 reschedule the Fairness Hearing without further notice to the members of the Settlement Classes.
13 People wishing to access the hearing remotely will be able to do so via Zoom webinar. Instructions
14 for remote access will be posted on the docket, which is available at <https://ecf.cand.uscourts.gov>,
15 and on the Court’s website, which is available at [https://www.cand.uscourts.gov/judges/wilken-](https://www.cand.uscourts.gov/judges/wilken-claudia-cw/)
16 [claudia-cw/](https://www.cand.uscourts.gov/judges/wilken-claudia-cw/)

17 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
18 certifies, for purposes of effectuating this Settlement, a Settlement Class as follows, hereinafter
19 referred to as the “Settlement Declaratory and Injunctive Relief Class”:

20 All student-athletes who compete on, competed on, or will compete on
21 a Division I athletic team at any time between June 15, 2020 through
22 the end of the Injunctive Relief Settlement Term.¹ This Class excludes
23 the officers, directors, and employees of Defendants, and all judicial
officers presiding over this action and their immediate family members
and staff.

24 4. The Court designates Grant House, DeWayne Carter, Nya Harrison, Sedona Prince,
25 and Nicholas Solomon as the class representatives for the Settlement Declaratory and Injunctive
26 Relief Class. Class Counsel shall endeavor to have additional class representatives appointed during
27

28 ¹ The Injunctive Relief Settlement Term is the ten (10) Academic Years following the date of Final Approval of the Settlement.

1 the Injunctive Relief Settlement Term such that there will be at least one college athlete as a
2 representative of the Settlement Declaratory and Injunctive Relief Class for each year of the
3 Injunctive Relief Settlement Term.

4 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court also
5 preliminarily certifies, for purposes of effectuating this settlement, a Settlement Class as follows,
6 hereinafter referred to as the “Settlement Football and Men’s Basketball Class”:

7 All student-athletes who have received or will receive full GIA
8 scholarships and compete on, competed on, or will compete on a
9 Division I men’s basketball team or an FBS football team, at a college
10 or university that is a member of one of the Power Five Conferences
11 (including Notre Dame), and who have been or will be declared
12 initially eligible for competition in Division I at any time from June
13 15, 2016 through September 15, 2024. This Class excludes the
14 officers, directors, and employees of Defendants, and all judicial
15 officers presiding over this action and their immediate family members
16 and staff.

17 6. The Court designates Tymir Oliver and DeWayne Carter as the class representatives
18 for the Settlement Football and Men’s Basketball Class.

19 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
20 certifies, for purposes of effectuating this settlement, a Settlement Class as follows, hereinafter
21 referred to as the “Settlement Women’s Basketball Class”:

22 All student-athletes who have received or will receive full GIA
23 scholarships and compete on, competed on, or will compete on a
24 Division I women’s basketball team at a college or university that is a
25 member of one of the Power Five Conferences (including Notre
26 Dame), and who have been or will be declared initially eligible for
27 competition in Division I at any time from June 15, 2016 through
28 September 15, 2024. This Class excludes the officers, directors, and
employees of Defendants, and all judicial officers presiding over this
action and their immediate family members and staff.

8. The Court designates Sedona Prince as the class representative for the Settlement
Women’s Basketball Class.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
certifies, for purposes of effectuating this settlement, a Settlement Class as follows, hereinafter
referred to as the “Settlement Additional Sports Class”:

1 Excluding members of the Football and Men’s Basketball Class and
2 members of the Women’s Basketball Class, all student-athletes who
3 compete on, competed on, or will compete on a Division I athletic team
4 and who have been or will be declared initially eligible for competition
5 in Division I at any time from June 15, 2016 through September 15,
6 2024. This Class excludes the officers, directors, and employees of
7 Defendants, and all judicial officers presiding over this action and their
8 immediate family members and staff.

9 10. The Court designates Grant House, Nya Harrison, and Nicholas Solomon as the class
11 representatives for the Settlement Additional Sports Class.

12 11. The Court will refer to the Settlement Declaratory and Injunctive Relief Class,
13 Settlement Football and Men’s Basketball Class, the Settlement Women’s Basketball Class, and the
14 Settlement Additional Sports Class collectively as the “Settlement Classes.” The Court will refer to
15 the Settlement Football and Men’s Basketball Class, the Settlement Women’s Basketball Class, and
16 the Settlement Additional Sports Class collectively as the “Damages Settlement Classes.”

17 12. The Court designates Hagens Berman Sobol Shapiro, LLP, and Winston & Strawn
18 LLP as Class Counsel for the Settlement Classes.

19 13. Having found that it will likely be able to approve the Settlement and certify the
20 Settlement Classes for purposes of settlement, the Court hereby directs Plaintiffs to give notice of the
21 Settlement to the Settlement Classes.

22 14. The Court approves, as modified, as to form and content, the proposed notice forms
23 and other forms, including the Email Notice, Postcard Notice, Long Form Notice, Claim Form, and
24 Press Release, attached as Exhibits 3 to 7, respectively, to the Berman Supplemental Declaration,
25 Docket No. 535, as well as the Digital Notices attached as Exhibit 3 to the Declaration of Carla A.
26 Peak Regarding Settlement Notice Program, Docket No. 450-5 (“Peak Declaration”). The Court
27 further finds the proposed contents of these notices (as modified by the Court), and the proposed
28 plan of notice described in the Peak Declaration, meet the requirements of Federal Rule of Civil
Procedure 23 and due process, and are the best notice practicable under the circumstances and shall
constitute due and sufficient notice to all persons entitled thereto. The Court’s modifications to the
email and long-form notices, press release, and claim form are filed concurrently with this order.
Those modifications shall be incorporated into the final version of the notices, press release, and

1 claim form before those documents are disseminated to members of the Settlement Classes pursuant
2 to this order. The Court approves the Postcard Notice and Digital Notices without modifications.

3 15. As part of the Class Notice plan described in the Peak Declaration, Defendant NCAA
4 and Defendant Conferences are ordered to direct their member institutions to provide to the
5 Settlement Administrator reasonably ascertainable information regarding the names and last-known
6 contact information (addresses and/or email addresses) of NCAA Division I student-athletes who
7 meet the criteria for one of the Settlement Classes certified above. To the extent that additional
8 student-athlete information is needed to effectuate notice for certain Settlement Classes—including
9 but not limited to NCAA Eligibility Center student identification number, academic years on roster,
10 periods of ineligibility, sport played, position played, grant-in-aid status, and transfer status—
11 Division I member institutions of the NCAA and Defendant Conferences are ordered to provide such
12 information if reasonably ascertainable, along with the names and last-known contact information of
13 student-athletes who satisfy the criteria for one of the Settlement Classes, to the Settlement
14 Administrator. All names and contact information obtained through these sources shall be protected
15 as confidential and not used for purposes other than the notice and administration of this Settlement,
16 or as otherwise ordered by law.

17 16. The Court appoints the firm of Verita Global, LLC (“Settlement Administrator”) to
18 supervise and administer the notice procedure as well as the processing of claims as more fully set
19 forth below:

20 a. No later than two weeks after the filing of this Preliminary Approval Order,
21 the Settlement Administrator shall establish a public, case-specific website at the following web
22 address—www.collegeathletecompensation.com—for the settlements in the above-captioned matter
23 and *Hubbard v. NCAA, et al.*, Case No. 4:23-cv-01593-CW (N.D. Cal.). The website shall make
24 available the full version of the Amended Settlement Agreement, the Preliminary Approval Order,
25 the Long Form Notice, and the Claim Form (in both an electronically fillable form and in a format
26 that may be downloaded and/or printed). Additionally, the website shall make available the
27 operative complaint and motions for preliminary and final approval of the Settlement and attorneys’
28 fees and costs (including any supplemental briefing that was filed by the parties in connection

1 therewith); the Court’s orders certifying damages and injunctive relief classes prior to the
2 Settlement; the reports of Plaintiffs’ economics expert, Dr. Daniel Rascher, that have been filed in
3 this action; information about how members of the Settlement Classes can submit claim forms or
4 supporting documentation to receive payments under the Settlement; and information about the date,
5 time, and location of the Fairness Hearing and instructions for how to access the Fairness Hearing
6 remotely. Class Counsel shall ensure that the settlement website is updated if the date, time, or
7 instructions for remote access for the Fairness Hearing change.

8 b. Beginning no later than two weeks after the filing of this Preliminary
9 Approval Order (the “Notice Date”), the Settlement Administrator shall commence providing e-mail
10 notice, substantially in the form annexed as Exhibit 3 to the Berman Supplemental Declaration (as
11 modified), to all Settlement Class Members whose email addresses can be identified with reasonable
12 effort;

13 c. Beginning no later than two weeks after the filing of this Preliminary
14 Approval Order, the Settlement Administrator shall commence mailing of the Postcard Notice via
15 the United States Postal Service first-class mail, postage prepaid, substantially in the form annexed
16 as Exhibit 4 to the Berman Supplemental Declaration..

17 17. The claims period shall commence two weeks after the filing of this Preliminary
18 Approval Order, and shall continue through and including 105 days after the Notice Date.

19 18. Class Counsel shall file their motion for attorneys’ fees, costs, and service awards for
20 the class representatives, and all supporting documentation and papers, by 60 days after the Notice
21 Date.

22 19. Any person who desires to request exclusion from the Damages Settlement Classes
23 must do so by January 31, 2025 (105 days after the Notice Date), and such request for exclusion
24 shall be in the form of a letter mailed or otherwise delivered to the Settlement Administrator that is
25 postmarked by January 31, 2025, that includes: (1) the person’s name, (2) current address, (3) the
26 person’s NCAA EC ID number, if available; (4) a sentence stating, “I want to opt out from the
27 damages classes in *In re: College Athlete NIL Litigation*, Case No. 4:20-cv-03919,” and (5) the
28 person’s signature. All persons who submit valid and timely requests for exclusion shall have no

1 rights under the Amended Settlement Agreement, shall not share in the distribution of the settlement
2 funds, and shall not be bound by the final judgments entered in this litigation.

3 20. Any member of the Settlement Classes may object in writing to any aspect of the
4 Settlement or to any motion for attorneys' fees and costs filed by Class Counsel for the Settlement
5 Classes. To object, any member of the Settlement Classes must either (1) mail a letter to Class
6 Action Clerk, United States District Court for the Northern District of California, 1301 Clay St.,
7 Oakland, CA 94612, that is postmarked no later than January 31, 2025; or (2) file a letter
8 electronically at <https://ecf.cand.uscourts.gov> no later than January 31, 2025. The letter must include
9 (1) the objector's full name and address; (2) NCAA ECID number (if available); (3) the case name
10 and number (*In re College Athlete NIL Litigation*, Case No. 4:20-cv-03919-CW (N.D. Cal.)); (4) the
11 reasons for the objection; (5) whether the objector or his or her lawyer (if he or she has one) wishes
12 to be permitted to speak at the Fairness Hearing; and (6) the objector's signature.

13 21. Any member of the Settlement Classes may attend the Fairness Hearing either
14 remotely or in person at his or her own expense, individually or through counsel of his or her own
15 choice. However, members of the Settlement Classes will not be permitted to speak at the Fairness
16 Hearing unless (1) they filed a timely objection to the Settlement and requested in the objection to be
17 permitted to speak at the Fairness Hearing; and (2) the Court approves the request.

18 22. All papers in support of the Settlement and responses by Class Counsel regarding
19 objections and exclusions shall be filed and served by 135 Days after Notice Date.

20 23. All reasonable expenses incurred in identifying and notifying members of the
21 Settlement Classes, as well as administering the Settlement Fund, shall be paid for as set forth in the
22 Amended Settlement Agreement.

23 24. Neither the Amended Settlement Agreement, nor any of its terms or provisions, nor
24 any of the negotiations or proceedings connected with it, shall be construed as an admission or
25 concession by Plaintiffs or Defendants, respectively, of the truth or falsity of any of the allegations in
26 the Lawsuit, or of any liability, fault, or wrongdoing of any kind.

27 25. All members of the Settlement Classes are temporarily barred and enjoined from
28 instituting or continuing the prosecution of any action filed subsequent to the filing of the original

1 version of the Settlement Agreement (Docket No. 450-3), which was filed on July 26, 2024,
 2 asserting the claims released in the Amended Settlement Agreement (Docket No. 535-1), until the
 3 Court enters final judgment with respect to the fairness, reasonableness, and adequacy of the
 4 Amended Settlement Agreement.

5 26. Any member of the Damages Settlement Classes who does not properly and timely
 6 request exclusion, upon final approval of the Amended Settlement Agreement, shall be bound by the
 7 terms and provisions of the Settlement so approved, including, but not limited to, the releases,
 8 waivers, and covenants set forth in the Amended Settlement Agreement, whether or not such person
 9 or entity objected to the Amended Settlement Agreement and whether or not such person or entity
 10 makes a claim upon the settlement funds.

11 27. Within seven days of the date this order is filed, Defendants shall file declarations on
 12 the docket attesting that they have provided notice of the Amended Settlement Agreement to the
 13 appropriate federal and state officials as required by the Class Action Fairness Act.
 14


Event	Date
Notice campaign and claims period begins ("Notice date")	October 18, 2024
Allocation estimate available	December 17, 2024 (60 days after Notice date)
Motion for attorneys' fees, reimbursement of litigation expenses, and service awards	December 17, 2024 (60 days after Notice date)
Exclusion and objection deadline	January 31, 2025 (105 days after Notice date)
Claim period closes	January 31, 2025 (105 days after Notice date)
Motion for final approval and response to objections (which shall address the number of opt-out requests, objections, and claims submitted)	March 3, 2025 (135 days after Notice date)

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Final Approval Hearing	April 7, 2025, at 10 a.m. (to be held remotely and in person)
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IT IS SO ORDERED.

Dated: October 7, 2024


The Honorable Claudia Wilken
United States Senior District Court Judge



United States District Court
In re: College Athlete NIL Litigation
Case No. 4:20-cv-03919

Class Action Notice

Authorized by the U.S. District Court

Were you a Division I college athlete at any time between 2016 and 2024 who was subject to NCAA scholarship and compensation rules?

There is a \$2,576,000,000 settlement of a lawsuit. You may be entitled to money. The settlement also changes NCAA compensation rules in the future.

To see how much money you may get, visit www.collegeathletecompensation.com on [60 days after notice date].
Read this notice.
Respond by [105 days after notice date], if needed.

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- If you would like to understand how NCAA compensation rule changes may give you more compensation opportunities in the future, please go to pg. 7.
- You can learn more at: www.collegeathletecompensation.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In re: College Athlete NIL Litigation*, brought on behalf of current and former college athletes who competed on a Division I athletic team any time between June 15, 2016 and September 15, 2024, and college athletes who will compete on a Division I athletic team any time between the fall of 2025 and ten years thereafter. **You may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing	Likely get no money, and give up your right to bring a lawsuit against the NCAA, and the Power Five Conferences (the ACC, Big 12, Big Ten, Pac-12, SEC), including their member institutions, about the same issues.
Participate in Settlement	Potentially receive one or more payments, if you qualify. Update your contact information/payment method, and/or submit a Claim Form to receive payments. See pages 9-10. Give up your right to bring a lawsuit against the NCAA and the Power Five Conferences (the ACC, Big 12, Big Ten, Pac-12, SEC), including their member institutions, about the same issues.
Opt Out	Get no payment. Allows you to bring another lawsuit against the NCAA, ACC, Big 12, Big Ten, Pac-12, SEC and/or their member institutions about the same issues. You cannot opt out of the future changes to NCAA compensation rules (this is called the Injunctive Relief Settlement).
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[105 days after notice date]**

Settlement Final Approval Hearing: **[date, at least 150 days after notice date]**. The date and time of the Final Approval Hearing may change without further notice. You should check www.collegeathletecompensation.com or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not changed.

Your deadline to submit a Claim Form, if applicable to you, and select a preferred payment method for direct payment is: **[105 days after notice date]**

Learning About the Lawsuit

What is this lawsuit about?

Several college athletes sued the NCAA and Power Five Conferences in a class action lawsuit. The lawsuit alleges that the NCAA and Power Five Conferences broke the law by agreeing not to pay college athletes for their participation in college sports or for the use of their NIL (Name, Image, and Likeness), and limiting scholarships available to college athletes.

The NCAA and Power Five Conferences deny that they did anything wrong.

Where can I learn more?

You can get a complete copy of the Complaint, Settlement Agreement, and the Court's Orders at:
www.collegeathletecompensation.com

Why is there a settlement in this lawsuit?

The parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of college athletes who competed on a Division I athletic team between June 15, 2016 and September 15, 2024, and college athletes who will compete on a Division I athletic team any time between the fall of 2025 and ten years thereafter. The Court has not decided this case in favor of either side.

The settlement also requires changes to NCAA rules on compensation for athletes going forward. Schools may increase compensation opportunities that may affect you going forward because of these rule changes.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the alleged harm.

What happens next in this lawsuit?

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. The hearing will be held both in person and remotely. Instructions for remote access will be available on the Court's PACER site at <https://ecf.cand.uscourts.gov> and at www.collegeathletecompensation.com. The hearing will be held in person at:

Where: Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612

When: [time] on [date] [at least 150 days after notice date]

The date and time of the Final Approval Hearing may change without further notice to the

class. You should check the settlement website or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not changed.

Case: *In re: College Athlete NIL Litigation*, No. 4:20-cv-03919-CW

Judge: Claudia A. Wilken

The Court has directed the parties to provide this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed classes, the Court must give final approval to the settlement before it can take effect. Payments will be made only if the Court approves the settlement.

You don't have to attend the hearing, but you may do so at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If you wish to speak at the hearing, you must file a written objection that states that you would like to speak at the hearing. More information about how to file an objection is below and at www.collegeathletetechnology.com. If the Court does not approve the settlement or the parties decide to end it, the settlement will be void and the lawsuit will continue.

Important Facts About How The Settlement Might Affect You

What does the settlement provide?

The Defendants (NCAA and Power Five Conferences) have agreed to pay \$2,576,000,000 into a settlement fund ("damages settlement"). This money will be divided among eligible class members (according to a Distribution Plan) and will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement and awards to the Class Representatives for their help in the lawsuit.

Who are the Defendants?
NCAA, ACC, Big 12,
Big Ten, Pac-12,
and SEC

Defendants will also be required to change NCAA and conference rules to permit schools and conferences to provide student athletes additional benefits and compensation, including for NIL and participation in college sports, up to an aggregate yearly amount as specified in the Settlement, and to eliminate limits on scholarships ("Injunctive Relief Settlement").

Members of the Settlement Classes will "release" their claims as part of the settlement, whether or not they are eligible for a payment under the Settlement, which means they will not be able to sue any of the Defendants or their member institutions for the same issues in this lawsuit. The full terms of the release can be found at www.collegeathletetechnology.com.

NOTE: The Settlement Agreement does not release claims currently raised in the Complaint in *Choh v. Brown University et al.*, No. 3:23-cv 305 (D. Conn.) ("*Choh*"), against the Ivy League and Ivy League member institutions ("*Choh* Defendants"), challenging an alleged agreement among the *Choh* Defendants not to award athletic scholarships or otherwise provide any

compensation or education-related reimbursements for athletic services as permitted under then-applicable NCAA rules. The previously filed *Choh* claims arise out of unique aspects of rules applicable within the Ivy League alone. The Settlement Agreement and its release provisions otherwise fully apply to student-athletes who are in the Settlement Classes, including, but not limited to Ivy League student-athletes, and likewise otherwise fully apply to Releasees as defined in the settlement, which includes but is not limited to the Ivy League, Ivy League member institutions, and Defendants in this Action.

The Settlement Agreement does not release the claims currently stated in the Complaint in *Johnson, et al. v. National Collegiate Athletic Association, et al.*, 2:19-cv-05230-JP (E.D. Pa.); claims under the Fair Labor Standards Act, 29 U.S.C.A. § 201 et seq. or any other federal labor laws, or claims under any analogous state labor laws; or claims under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., other than any claims arising out of or relating to the distribution of the Gross Settlement Fund.

You do not need to opt out of this settlement in order to pursue remedies in those actions.

How do I know if I am part of this settlement?

You are part of the “damages” settlement classes if:

- You received or will receive a full Grant-in-Aid scholarship and compete on, competed on, or will compete on a Division I men’s basketball team or an FBS football team, at a college or university that is a member of one of the Power Five Conferences (including Notre Dame), and you have been or will be declared initially eligible for competition in Division I at any time between June 15, 2016 through September 15, 2024. This is referred to as the “Settlement Football and Men’s Basketball Class.”
- You received or will receive a full Grant-in-Aid scholarship and compete on, competed on, or will compete on a Division I women’s basketball team at a college or university that is a member of one of the Power Five Conferences (including Notre Dame), and you have been or will be declared initially eligible for competition in Division I at any time between June 15, 2016 through September 15, 2024. This is referred to as the “Settlement Women’s Basketball Class.”
- You compete on, competed on, or will compete on a Division I athletic team and have been or will be declared initially eligible for competition in Division I at any time from June 15, 2016 through September 15, 2024. This is referred to as the “Settlement Additional Sports Class.”

You are part of the “Injunctive Relief Settlement” if:

- You compete on, or competed on, or will compete on a Division I athletic team at any time between June 15, 2020 through the end of the Injunctive Relief Settlement Term as defined in the Settlement. The Injunctive Relief Settlement Term is the ten (10) Academic Years following the date of Final Approval of the Settlement. This is referred to as the “Settlement Declaratory and Injunctive Relief Class.”

You are not part of the settlement if: You are an officer, director, or employee of one of the Defendants or you are the staff or immediate family member of the judge in this case.

How much will my payment be?

Your payment, if you are eligible for one, will be determined according to a Distribution Plan that is available on the settlement website and summarized below:

- Broadcast NIL payments will be a set, yearly amount for each FBS Football and Division I Basketball player based on the sport you competed in, the specific years you played between 2016-2024, and the conference in which you competed. Payments will be equal for members competing in the same sport in the same conference in the same year.
- Videogame NIL payments will be a set, yearly amount for each athlete who competed in FBS Football and Division I Men's Basketball based on the specific years you competed between 2016-2024 and the number of claims filed by class members. Total payments to be shared equally each year among eligible athletes are based on a fixed percentage applied to estimated videogame revenue that would have occurred had a game been in existence each year.

What is NIL, BNIL, and Lost NIL?

NIL refers to name, image and likeness. BNIL, as defined by Class Counsel in the litigation, refers to the use of an athlete's NIL via broadcasts like tv, radio, internet and other media. Lost NIL is the money third parties would have paid for your NIL if they could have done so.

- Payments for additional compensation for your athletic services will be based on the specific years you competed in Division I between 2019-2024, the sport you competed in, the school you competed for, and the number of claims filed by class members, among other criteria. For athletes competing in Power Five Football or Basketball, payments will also be based on the scholarship you received and performance statistics.
- Lost NIL payments will be based on the amount of money you received from third parties for your NIL after July 1, 2021, the specific years you competed between 2016-2021, the sport you competed in, the school(s) you competed for, your performance statistics, and the number of claims filed by class members.

Your payment also depends on the amount of money the Court approves for costs, fees, and awards, as well as other factors. Any payment you are entitled to will be paid out yearly over a ten-year period with equal amounts paid each year.

To select your method of payment (e.g. Venmo, check, etc.), please visit www.collegeathletecompensation.com.

To see your estimated payment amount [60 days after notice date], go to www.collegeathletecompensation.com and log in using the ClaimID and PIN in the email or postcard you received about this settlement, or use your NCAA EC ID number if you did not receive an email or postcard. Please note, your estimated payment amount is based on the information your schools have on file for you and provided for distribution in this settlement. You may need to submit a Claim Form to receive all payments you qualify for. To determine whether you need to submit a claim form, visit www.collegeathletecompensation.com.

What if I received two notices?

If you received two notices by email and/or mail, records indicate that you are included in both this settlement and the Academic Achievement Award settlement (a.k.a. *Hubbard v. National Collegiate Athletic Association*, Case No. 4:23-cv-01593). You may be eligible to receive money from both settlements.

Go to www.collegeathletecompensation.com to file a Claim Form in this settlement and in the *Hubbard v. National Collegiate Athletic Association* settlement, if required, to receive all the money you qualify for.

Will any NCAA rules change?

Yes, under the Injunctive Relief Settlement, NCAA and conference rules will be changed to allow schools and conferences to provide to student-athletes, up to an aggregate yearly amount specified in the Settlement:

- additional benefits, including for NIL;
- additional benefits over and above annual existing scholarships and other benefits currently permitted by NCAA rules.

NCAA rules regarding the payments that student-athletes will be permitted to receive from third parties for their NIL while remaining eligible to play Division I sports will also be modified pursuant to the Settlement. Complete details regarding these rule changes, as well as

additional benefits, are provided in the Injunctive Relief Settlement, available at www.collegeathletecompensation.com. You cannot opt out of the Injunctive Relief Settlement; however, you may object if you disagree with these changes.

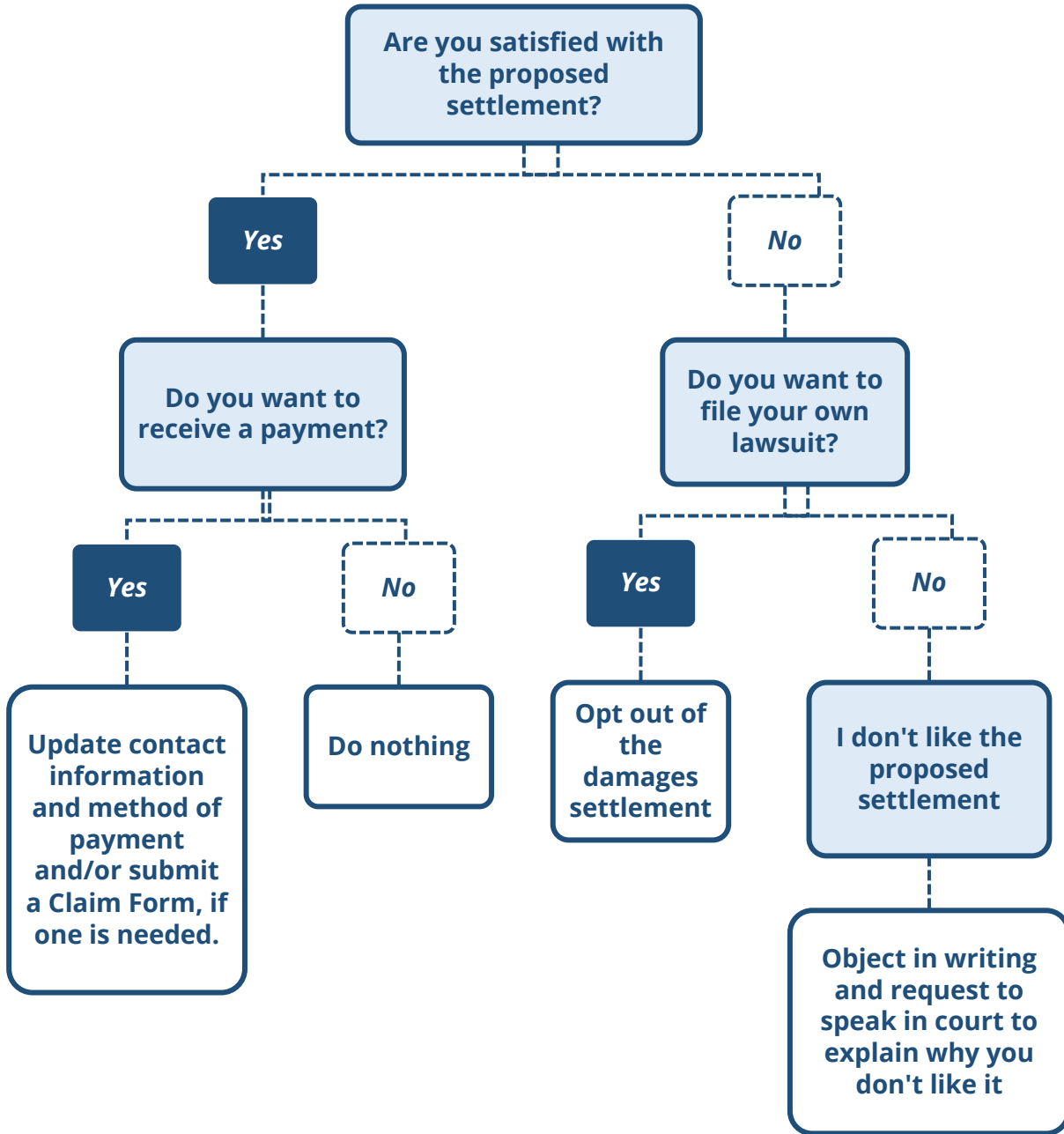
Deciding What to Do

How do I weigh my options?

You have four options.

- You can stay in the settlement and submit a claim (if one is needed),
- You can opt out of the damages settlement,
- You can object to the Injunctive Relief Settlement and damages settlement, or
- You can update your contact information and method of payment and automatically receive your payment (if eligible).

Choose the best path for you:



Getting a Payment

How do I get a payment?

If your contact information and method of payment is confirmed, then,

Payments will be **automatically** sent to:

- Power Five FBS Football and Men's Division I Basketball athletes who received a full grant-in-aid scholarship for BNIL awards, videogame awards, athletic services, and awards for lost third-party payments for your NIL (if NIL deal information has been provided to Plaintiffs by their school);
- Power Five Women's Division I Basketball athletes who received a full-grant-in-aid scholarship for BNIL, athletic services, and awards for lost third-party payments for your NIL (if NIL deal information has been provided to Plaintiffs by their school); and
- Any Division I Athlete who competed in the same sport prior to and after July 1, 2021, and had an NIL deal after July 1, 2021 that has been provided to Plaintiffs by their school.

What is NIL and BNIL?

NIL refers to name, image and likeness. BNIL, as defined by Class Counsel in the litigation, refers to the use of an athlete's NIL via broadcasts like tv, radio, internet and other media.

You **must file a Claim Form** to receive a payment if:

- You are a Division I athlete other than a Power Five Football or Basketball player and you want to receive payment for athletic services;
- You are a Football or Basketball athlete not in the Power Five and you want to receive payment for videogames;
- You are a Division I athlete who competed in the same sport prior to and after July 1, 2021, and had an NIL deal after July 1, 2021 that has not been provided to Plaintiffs by your school.

You may review your estimated payment amount [60 days after notice date] at www.collegeathletecompensation.com and file a Claim Form if any amounts are missing or if a Claim Form is required for you to receive all the money you qualify for.

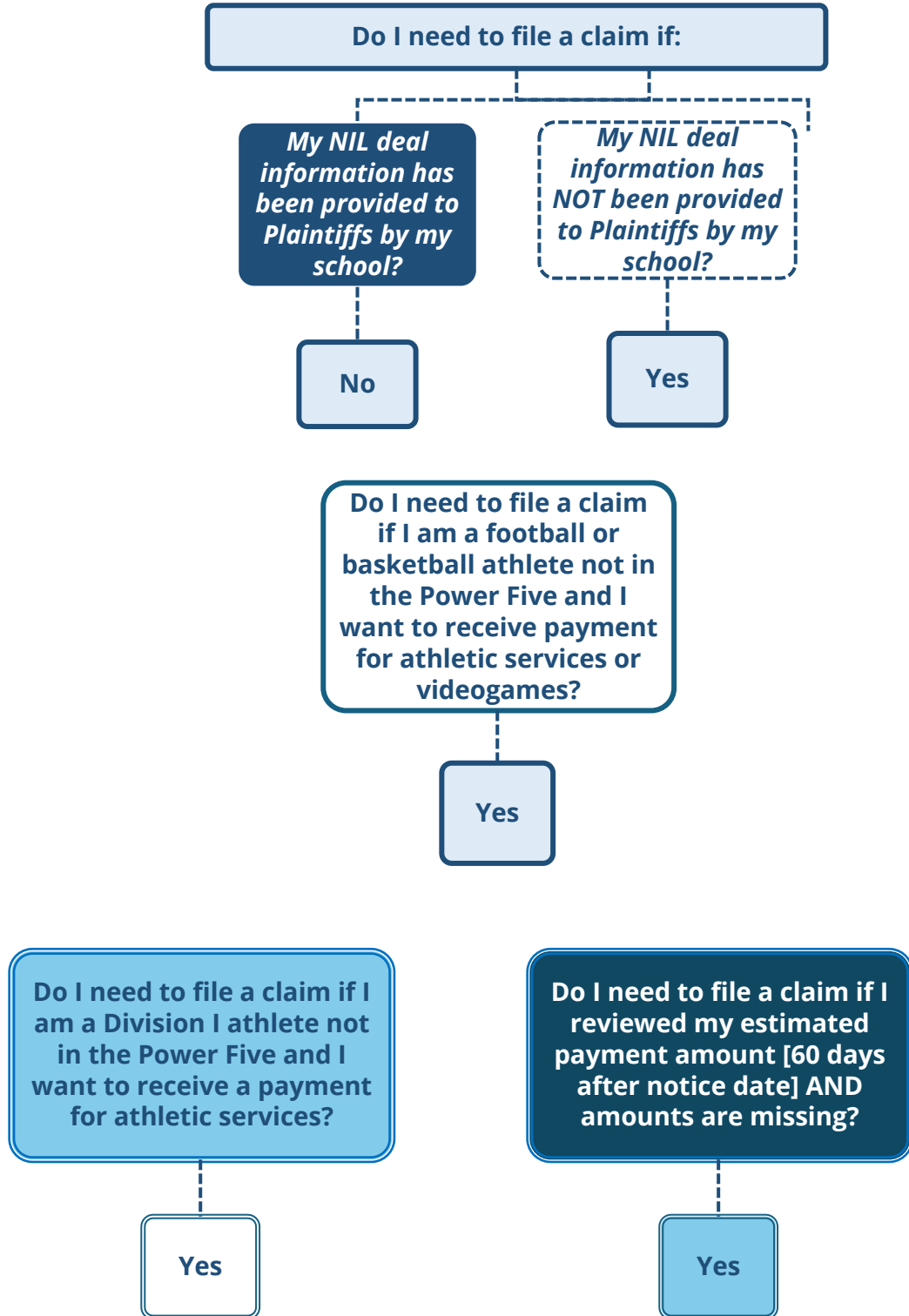
Claim Forms may be submitted online or downloaded from www.collegeathletecompensation.com and mailed to the Settlement Administrator. Claim Forms must be submitted online or postmarked by **[105 days after notice date]**. For more information about whether a claim form is required, go to www.collegeathletecompensation.com.

You can choose a method of payment at www.collegeathletecompensation.com; if you are eligible, you will receive equal payments of your share every year, for ten years.

How do I make sure I receive my payment?

If you are eligible to receive payment, you can review your estimated payment amount and/or submit a Claim Form; you should also make sure your contact information is current and your preferred method of payment is chosen. If the contact information listed is incorrect, you can and should update it because it will be used to send you your money if you qualify for payment. Visit www.collegeathletecompensation.com for more information.

Do I need to file a Claim Form?



Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Steve Berman of Hagens Berman Sobol Shapiro LLP and Jeffrey Kessler of Winston & Strawn LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this settlement, that the Court approve a payment of up to 20% of the \$1.976 billion NIL Settlement Fund and up to 10% of the \$600 million Compensation for Athletic Services Fund in attorneys' fees, plus the reimbursement of out-of-pocket expenses. These fees will be paid out over ten years so they are aligned with any payments you will receive.

With regard to the Injunctive Relief Settlement portion of the settlement, Class Counsel may also apply to the Court for an upfront injunctive fee and cost award of \$20 million, which shall be paid for by Defendants, in addition to all other amounts paid. Annually, Class Counsel may apply to the Court, or a special master appointed by the Court, for a percentage of the amounts athletes received that year as additional compensation. These payments to Class Counsel will count toward the maximum amount that all schools can spend in the next year. Further details on these payments can be found in the Settlement Agreement, available at www.collegeathletecompensation.com.

Lawyers' fees and expenses will be awarded only if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair. The lawyers' motion for attorneys' fees and costs will be filed with the Court and posted on the settlement website on or before [60 days after notice date].

Your lawyers will also ask the Court to approve a payment of up to \$125,000 to the Class Representatives for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

As to the damages settlement alone, you can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot opt out of the Injunctive Relief Settlement.

How do I opt out?

To opt out of the damages settlement, you must mail a letter to the Settlement Administrator at the address below postmarked by **[105 days after notice date]**. Your letter must include (1) your name, (2) your current address, (3) your NCAA EC ID number, if available, (4) a sentence stating, "I want to opt out from the damages classes in *In re: College Athlete NIL Litigation*, Case No. 4:20-cv-03919," and (5) your signature.

House v. NCAA Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the Injunctive Relief Settlement portion, and the lawyers' fees), you may object. You do not need to opt out of the damages settlement to make an objection. You must give reasons in writing why you think the Court should not approve the settlement and state whether your objection applies to just you, one of the classes, or all of the classes. You may also request in your objection to speak at the Final Approval Hearing. The Court may (but is not required to) permit you to speak at the Final Approval Hearing if you request to do so in your objection..

The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may object. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court, or file electronically at <https://ecf.cand.uscourts.gov>, or file in person at any U.S. District Court for the Northern District of California location that:

- (1) is postmarked or submitted online by **[105 days after notice date]**;
- (2) includes your full name and address;
- (3) includes your NCAA ECID number, if available;
- (4) includes the case name and number (*In re: College Athlete NIL Litigation*, Case No. 4:20-cv-03919);
- (5) states the reasons for your objection;
- (6) states whether either you or your lawyer would like to speak at the Final Approval Hearing and your lawyer's name (if you have one); and
- (7) includes your signature.

Mail the letter to:

Ronald V. Dellums Federal Building & United States Courthouse
c/o Class Action Clerk
1301 Clay Street
Oakland, CA 94612

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to and may not be allowed to, speak at the Final Approval Hearing, either in person or through your own attorney. If you speak through your own attorney, you are responsible for hiring and paying that attorney. The Final Approval Hearing time and date are subject to change; please check www.collegeathletecompensation.com to confirm the current status of the hearing.

Doing Nothing

What are the consequences of doing nothing?

To ensure you receive the payment you are entitled to, you will need to go to www.collegeathletecompensation.com to confirm your contact information and preferred payment method.

If you do nothing, you may not receive any money or you may not receive all of the money you are entitled to, but you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against any of the Defendants, including their member institutions, about the issues in this case. Please see the Settlement Agreement, which can be found at www.collegeathletecompensation.com, for a full description of the claims and entities who will be released if this settlement is approved.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyers (information below);
- visit the case website at www.collegeathletecompensation.com;
- access the Court Electronic Records (PACER) system online at <https://ecf.cand.uscourts.gov> or by visiting the Clerk’s office of the Court (address below);

Resource	Contact Information
Case website	www.collegeathletecompensation.com
Settlement Administrator	<p><i>House v. NCAA</i> Settlement Administrator P.O. Box 301134 Los Angeles, CA 90030-1134 admin@collegeathletecompensation.com 1-877-514-1777</p>
Your Lawyers	<p>Steve Berman Ben Siegel Emilee Sisco Stephanie Verdoia stephaniev@hbsslaw.com (206)-268-9343 Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101</p> <p>Jeffrey Kessler David Greenspan Jeanifer Parsigian Neha Vyas nvyas@winston.com (212)-294-2658 Winston & Strawn LLP 200 Park Avenue New York, NY 10166-4193</p>
Court	<p>U.S. District Court Ronald V. Dellums Federal Building & United States Courthouse 1301 Clay Street Oakland, CA 94612</p> <p>HOURS: 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays</p> <p>PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.</p>