UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SHANNON RAY, KHALA TAYLOR, PETER ROBINSON, KATHERINE SEBBANE, and RUDY BARAJAS Individually and on Behalf of All Those Similarly Situated,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, an unincorporated association,

Defendant.

Case No. 1:23-cv-00425

JOINT DECLARATION OF DENNIS STEWART, ROBERT GRALEWSKI, AND MICHAEL LIEBERMAN IN SUPPORT OF MOTION FOR FINAL APPROVAL AND MOTION FOR ATTORNEYS' FEES, LITIGATION COSTS, AND SERVICE AWARDS

Judge: Hon. William B. Shubb
Courtroom: 5

We, the undersigned, declare as follows:

1. This Joint Declaration is submitted by the appointed co-lead counsel firms for the Plaintiffs and the Class through, respectively, Michael Lieberman on behalf of Fairmark Partners, LLP, Robert Gralewski, Jr. on behalf of Kirby McInerney LLP, and Dennis Stewart on behalf of Gustafson Gluek PLLC ("Co-Lead Counsel"). We are the attorneys at our respective firms who have been principally responsible for the litigation of this case from its outset through the present. In litigating this case, we also relied on support from Leonard B. Simon of The Law Offices of Leonard B. Simon P.C. ("Supporting Counsel," and together with Co-Lead Counsel, "Class Counsel"). We have personal knowledge of the facts stated in this Declaration and could and would testify competently to the matters stated herein.

2. Michael Lieberman is an attorney duly licensed to practice law before this Court. He is a member of the Bar of the District of Columbia and has been admitted to this Court *pro hac vice*.

3. Robert Gralewski is an attorney duly licensed to practice before the Courts of the State of California and various federal courts including this Court.

4. Dennis Stewart is an attorney duly licensed to practice before the Courts of the State of California and various federal courts including this Court.

5. We submit this Declaration in support of the Motion for Final Approval and Motion for Attorneys' Fees, Litigation Costs, and Service Awards. We submit this Declaration in support of the Settlement and believe it is inadmissible in any subsequent proceedings, other than in connection with the approval of the Settlement. If the Settlement is not approved by the Court, we believe that this declaration and the statements contained herein are without prejudice to Plaintiffs' position on the merits of this Action.

6. We previously submitted a declaration in support of Plaintiffs' preliminary approval motion. ECF 159-1. That declaration, among other things, provided detailed information about the history of this litigation and the work performed by Class Counsel. Those facts remain accurate, and are set out again herein, along with additional detail. In addition, since the time of that

declaration, Class Counsel has continued to perform substantial work on this case, as detailed below.

7. Pursuant to the Settlement Agreement in this case, the NCAA will pay, for the benefit of the Class,[1] a total of $303 million dollars in three equal payments over 24 months.

8. In our prior declaration, we stated without hesitation that the Settlement is fair, adequate, and reasonable for class members. We continue to hold that same belief. The belief has in fact been reinforced by the enthusiastic reactions of class members we have spoken with since the Settlement was announced. Indeed, we estimate that we and other attorneys at our firms have corresponded or spoken with hundreds of class members who have expressed their gratitude for our work on the case and their excitement about the result.

9. In considering whether to recommend approval of the Settlement, which we wholeheartedly do, our perspectives are informed by our collective experience with antitrust and class action cases and our day-to-day involvement in litigating this case from the outset, as well as the experience of members of the counsel team who litigated the very similar Restricted Earnings Coach case, *Law v. NCAA* and its related cases. *See Law v. NCAA*, 134 F.3d 1010 (10th Cir. 1998). We have carefully considered the risks and benefits of the proposed settlement against the alternative risks and potential benefits of continuing to litigate. Before agreeing to this settlement, we also consulted with the Class Representatives, who enthusiastically support it.

10. After careful consideration, for the reasons more fully set forth in this Declaration and the memoranda of law in support of final approval and attorneys' fees, the undersigned counsel strongly believe that the Settlement is in the best interests of the Class and meets the approval standard of "fair, reasonable and adequate." This Settlement amounts to more than 100% of class members' damages and secures an average of approximately $39,000 per Class Member. Class Members have already waited years for compensation. For example, Class Members who worked in the first semester of the class period, Spring 2019, have been uncompensated for more than

[1] The Certified Class is defined as "[a]ll persons who, from March 17, 2019, to June 30, 2023, worked for an NCAA Division I sports program other than baseball in the position of 'volunteer coach,' as designated by NCAA Bylaws." ECF No. 128 at 11.

seven years. If this Settlement Agreement is approved, they will finally receive the compensation they earned.

SUMMARY OF THE LITIGATION

11. This case has been pending since March 2023. It began with the investigation and then the filing of the Plaintiffs' class action complaint against the NCAA. The investigation process was thorough and included interviews with many former and current NCAA coaches over the course of several months, detailed review of NCAA bylaws, extensive legal research concerning federal antitrust and wage-and-hour laws, and multiple drafts of a complaint. The complaint filed in March 2023 alleged that NCAA bylaws, and in particular Bylaws 11.7.6 and 11.01.6—which prohibited any compensation to an entire category of coaches labeled as "volunteer coaches"—constituted an illegal agreement in restraint of trade under Section 1 of the Sherman Act, 15 U.S.C. § 1. This restraint is referred to herein as the "Wage Fix."

12. The case was prosecuted by Class Representatives Shannon Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and Rudolph Barajas, who are all former college sports coaches who were designated as "volunteer" coaches under NCAA bylaws, were subject to the alleged Wage Fix, and were paid $0 for their work in that role. These five Class Representatives prosecuted this lawsuit on behalf of a class of all similarly situated coaches in NCAA Division I sports other than baseball; a separate case (*Smart v. NCAA*) was filed on behalf of baseball coaches. The Class Representatives' individual perspectives proved critical to navigating all aspects of the case, including helping guide the discovery we pursued and in ensuring that our damages model was grounded in the real-world realities of the coaching market.

13. The NCAA aggressively defended the case. In May 2023, NCAA moved to transfer the case or, alternatively, to dismiss Plaintiffs' claims on the merits. Class Counsel filed oppositions to both motions and argued in opposition to those motions. *See* ECF 32, 33, 37. In a Memorandum and Order issued in July 2023, this Court denied both motions, ruling that "transfer of these cases is not appropriate" and that "plaintiffs have alleged facts sufficient to show a violation of § 1 of the Sherman Act." Mem. and Order re: Def.'s Mot. to Transfer and Mot. to Dismiss, ECF 38 at 10, 20. The Court later denied NCAA's motion for reconsideration of this ruling, which Plaintiffs

opposed. *See* Order Re: Def.'s Motion for Clarification, ECF 50 at 2; *see also* ECF 46 (Plaintiffs' opposition). NCAA then filed its Answer, raising seven affirmative defenses. Answer, ECF 47 at 18-19.

14. Class Counsel litigated equally aggressively in discovery to develop facts, legal theories, economic theories, and models for class-wide damages. Class Counsel negotiated discovery protocols and issued discovery to NCAA, including six sets of requests for production, five sets of interrogatories, and two sets of requests for admission. Class Counsel also engaged in dozens of meet-and-confers with NCAA's counsel to resolve NCAA's various objections to this discovery and were largely able to resolve disagreements without court intervention. NCAA ultimately produced over 330,000 pages of documents in response to Plaintiffs' requests, which Class Counsel reviewed, coded, and categorized for use in developing case strategy, in briefing, in discovery, in consideration by their experts, and in preparation for trial. In the course of discovery, Plaintiffs also deposed eight witnesses employed by or otherwise associated with the NCAA and members of various of its relevant committees and member schools. Plaintiffs also conducted a 30(b)(6) deposition of NCAA's representative regarding the NCAA's Membership Financial Reporting System ("MFRS"), which was an important component of Plaintiffs' damages model.

15. This case was particularly data-intensive and required a very significant nationwide data-gathering and data-cleaning effort. Specifically, to gather the data necessary to quantify the impact of the Wage Fix and to construct a rigorous estimate of classwide damages for class certification and trial, it was necessary to gather data that identified the volunteer coaches who worked during the class period and the school, sport, and year(s) worked by those coaches. It was also necessary to gather compensation data on the paid coaches at each school, sport, and year. Plaintiffs propounded RFPs to NCAA for this information.

16. Specifically, Plaintiffs' RFP 15 sought "[d]ocuments sufficient to identify all persons who worked as a volunteer coach at any Division I Member school in any of the relevant sports during the relevant period, and the sport, school, and period of employment for each such volunteer coach," and Plaintiffs' RFP 17 sought "[d]ocuments sufficient to show all compensation (including wages, salaries, and all forms of benefits), ages, and years of coaching experience of

each head and assistant coach (including volunteer coaches) employed in each relevant sport at each Division 1 Member which employed a volunteer coach during the relevant period." These RFPs were issued on August 23, 2023.

17. While NCAA was in possession of certain aggregated data, it asserted that it did not have any coach-specific data about either volunteer or paid coaches in its custody, possession, or control. The NCAA declined to voluntarily assist in the gathering of that data from its member schools. Class Counsel participated in numerous meet-and-confers with NCAA about this data, but no progress was made. Plaintiffs then moved to compel NCAA to produce the data, and NCAA moved to resolve other disagreements between the parties about the timing of expert reports and the number of depositions. ECF 58, 59. Class Counsel briefed and argued both motions. The Magistrate Judge ruled in Plaintiffs' favor on the expert reports and depositions, but denied Plaintiffs' motion to compel. ECF 64.

18. At the Magistrate Judge's suggestion, *see id.*, Plaintiffs attempted to negotiate an agreement to utilize a sample of salary information from fewer than all 390 schools with Division I sports. For example, Plaintiffs proposed to collect information from a randomly selected sample of 25% of Division I schools and for the parties to stipulate that the results from this sample could be extrapolated across the class. Despite extensive negotiations and multiple proposals by Plaintiffs, NCAA declined to agree to any sampling method or offer any proposals of their own. That strategic decision by NCAA significantly multiplied the data gathering, processing, and analyzing work Plaintiffs were required to undertake to ensure that Plaintiffs' class motion and specifically their damages methodology withstood scrutiny.

19. Over the first few months of 2024, Plaintiffs served nearly 400 third-party subpoenas on NCAA schools nationwide who fielded teams and employed coaches (including volunteer coaches) in the Division I sports covered by the class. This was an enormous undertaking in itself, and all three firms devoted very substantial numbers of personnel and time to the task, which required nearly two full years of continuous work. Overall, Class Counsel spent thousands of hours conferring with their economic expert and drafting, serving, and corresponding with

schools about the subpoenas, as well as in processing, verifying, and supplementing the subpoena responses.

20. Almost invariably, submissions from individual schools required follow-up to correct omissions, clarify entries, convert formats, and ensure consistency for class certification, summary judgment, and ultimately trial or settlement. Class Counsel worked very extensively with Dr. Orley Ashenfelter from Princeton University, one of the world's leading labor economists, and his team to ensure the quality and accuracy of the data obtained from Defendant and its member schools. This extensive ground-up data work also involved obtaining and utilizing two additional relevant data sources, the NCAA Membership Financial Reporting System and the Department of Education's Equity in Athletics Data. Some of these extensive cross-checking and follow-up efforts required:

a. **Processing Non-Template Responses.** When serving the subpoenas, Class Counsel provided schools with a template into which they were invited to enter the requested information. While most schools used the template, others instead provided employment coaching contracts, W-2s, or other forms of raw data. These instances required an additional and extremely time-intensive step of manually reviewing and entering the data into spreadsheets before assessing the sufficiency of the production.

b. **Identifying Missing Coaches.** Class Counsel cross-checked each school's production with publicly available information (e.g. from the schools' websites, archived team rosters, and professional profiles such as LinkedIn) about schools' use of volunteer coaches during the class period. More often than not, at least some coaches listed on school websites were omitted from school productions and required follow-up with the schools to clarify. To resolve these discrepancies, Class Counsel conferred with the schools to ensure that all volunteer coaches were reported. We estimate that Class Counsel identified several hundred class members through these cross-checks.

c. **Obtaining Missing Data on Volunteer Coaches.** The data produced by Division I schools contained many entries for Volunteer Coaches that were missing information, including the relevant sport or the coaches' dates of tenure. To address these

deficiencies, Plaintiffs' experts prepared detailed spreadsheets identifying each incomplete entry and the specific data gaps. To resolve these discrepancies, Class Counsel also conferred with the schools and undertook a substantial manual verification process, consulting publicly available sources—including university athletic department websites, archived team rosters, and professional profiles such as LinkedIn—to locate and confirm the missing information. Where the relevant details could be verified, the dataset was supplemented and the source of the information documented.

d. **Obtaining Missing Data on Paid Coaches.** Similarly, the data produced by Division I schools contained many entries for paid coaches that were missing information, including the relevant sport, tenure, and compensation. Class Counsel conferred with the schools and undertook a substantial manual verification process, consulting publicly available sources—including university athletic department websites, archived team rosters, and professional profiles such as LinkedIn—to locate and confirm the missing information. Where the relevant details could be verified, the dataset was supplemented and the source of the information documented.

e. **Obtaining Data on Age.** Class Counsel undertook substantial efforts to address issues relating to age and experience data in response to arguments raised by Defendant during class certification. Although Dr. Ashenfelter initially determined that his model accounted for experience through other variables, Defendant's challenges prompted the incorporation of additional controls to expressly account for age. In consultation with Dr. Ashenfelter, Class Counsel identified gaps in date-of-birth information across the dataset and implemented a systematic process to obtain and verify that information, including requesting supplemental data from member institutions and reviewing publicly available sources where feasible. This effort required additional significant data collection, validation, and follow-up to ensure completeness and reliability. Following extensive testing, Dr. Ashenfelter confirmed that age and experience were appropriately controlled for within the model, including through existing data points.

f. **Resolving Other Data Discrepancies.** Dr. Ashenfelter's team identified numerous discrepancies in the data that required further investigation by Class Counsel. For example, they often identified inconsistent or questionable data about the specific years worked by either the paid or volunteer coaches. To resolve these discrepancies, the experts generated periodic spreadsheets identifying each coach's recorded employment dates, the years appearing in the dataset, and any implied gaps. Class Counsel then undertook a manual review of archived athletic department rosters and other public sources to determine whether the coach remained active during the missing years, and conducted several rounds of follow-up correspondence with schools to confirm the length of service.

g. **Identifying "Combined" Programs.** Class Counsel worked with Dr. Ashenfelter's team to identify "combined" athletic programs to ensure that his damages methodology was as accurate as possible. Under NCAA rules, "[a]n institution that conducts a combined program in a sport (one in which all coaching staff members in the same sport are involved in practice activities or competition with both the men's and women's teams on a daily basis) may employ the total number of coaches specified separately for men and for women in that sport." Because there is no central repository of information about whether any given program is a "combined" program, Class Counsel and the experts worked together to build a methodology for identifying such programs, thereby improving the accuracy of the data regarding how many coaches each school employed, how many coaching slots were unfilled, and how many volunteer coaches were employed.

h. **Resolving Anonymized Productions.** Some schools produced anonymized datasets in which coach identities were redacted. Following the parties' agreement in principle to resolve this matter, Class Counsel requested that those schools disclose the names and employment dates associated with the anonymized records in order to accurately identify class members. When certain schools declined to deanonymize their productions, Class Counsel undertook efforts to ensure that affected class members

could still be identified. Specifically, Class Counsel again reviewed archived athletic department rosters and other publicly available materials to facilitate accurate class member identification and the administration of the claims process.

21. For the relatively small number of class members who could not be identified through subpoena data—*e.g.*, for schools that did not have or produce records of their volunteer coaches, Class Counsel and Plaintiffs' experts used other sources of information to determine the number of volunteer coaches at each school and, where possible, to identify those coaches. This important work was done despite some unhelpful representations by NCAA about the data in its possession. In connection with Plaintiffs' motion to compel, *see supra*, NCAA submitted a declaration from an employee stating that "the NCAA does not maintain information about which member institutions utilized volunteer coaches and in what sports and for what year." However, Class Counsel's investigation of data available through the MFRS, along with admissions made during the deposition of NCAA's 30(b)(6) designee, revealed that NCAA did, in fact, have information sufficient to identify thousands of school-sport-years in which a volunteer coach was employed. Class Counsel ultimately used the MFRS data to identify "filled" volunteer coaching positions at many schools and sports that had not been reported in the schools' subpoena responses. Class Counsel then cross-checked those data against school websites, archived team rosters, and professional profiles such as LinkedIn—also a time-consuming endeavor—and successfully identified a substantial number of additional class members. Where the relevant details could be verified, the dataset was supplemented and the source of the information documented.

22. The above-described massive effort by numerous legal professionals in all of our firms yielded data current as of the issuance of the subpoenas. Because the evolution of the market after the elimination of the challenged bylaws in 2023 was dynamic, it was necessary to gather another round of the same information for the succeeding year to determine whether and to what extent hiring had increased and pay for the former volunteer position had evolved. In lieu of formally serving nearly 400 additional subpoenas to obtain data about coach compensation for the 2024-25 academic year, Class Counsel re-engaged with all schools that had previously received subpoenas to seek their voluntary production of the requested data for the following year.

Unfortunately, several dozen schools declined to produce the data voluntarily, and Class Counsel issued additional subpoenas to those schools. However, most schools complied with the request, allowing Class Counsel and the schools to avoid the formal subpoena process, though still requiring Class Counsel to extensively confer with the schools. Class Counsel then conducted the same quality-control steps described above on the newly produced data. Through this time-intensive process, Class Counsel and their economic experts were able to identify the overwhelming majority of class members and obtain salary data to use in the damages methodology, with virtually no assistance from NCAA.

23. Even though most of the third-party subpoena recipients were alleged to be NCAA's co-conspirators and had a vested interest in Plaintiffs' claims not succeeding, and even though many schools initially resisted providing the requested data, Class Counsel, through persistence and individual negotiation with hundreds of third parties, were able to obtain the necessary data without requiring court intervention.

24. Finally, Class Counsel conducted a comprehensive review of the compiled class list against the underlying productions to identify and correct any apparent data-entry errors or inconsistencies, such as incorrectly recorded sports or other clerical discrepancies. This quality-control review ensured that the final dataset was accurate.

25. While these data-gathering efforts were ongoing, Class Counsel also deposed multiple key fact witnesses, including officials from NCAA (Jenn Fraser, Lynda Tealer), its conferences (Greg Sankey, Matthew Boyer), and its member schools (Jacqueline Blackett, Jeremiah Carter, Christina Wombacher). These depositions required extensive preparation and coast-to-coast travel. Ultimately, counsel obtained key admissions and authenticated critical pieces of evidence at the depositions.

26. Class Counsel collected, reviewed, and produced print and electronic documents, including e-mails and text messages, from the Class Representatives, and also prepared the Class Representatives for their depositions and defended those depositions. These efforts were extensive and time-consuming and are described in greater detail below. Class Counsel also attended the depositions of the two named plaintiffs in the related *Smart v. NCAA* case.

27. Class certification was intensively litigated. Plaintiffs moved for class certification in November 2024. Their motion was supported by evidence collected during the discovery process and a detailed expert report from Dr. Ashenfelter. ECF 85. In December 2024, Defendant deposed Dr. Ashenfelter and filed an extensive opposition to class certification. It included hundreds of pages of evidence in the form of expert and percipient witness declarations with extensive exhibits, along with a 97-page brief. In conjunction with its opposition to the motion for class certification, Defendant also filed a separate motion to exclude Dr. Ashenfelter's testimony. ECF 94, 95. Class Counsel deposed Defendant's expert economist, who had submitted a detailed 105-page report opposing class certification. Plaintiffs filed their reply in support of class certification and opposition to Defendants' *Daubert* motion, along with a detailed declaration from Dr. Ashenfelter, in January 2025. ECF 102, 103. Defendant deposed Dr. Ashenfelter for a second time, with Class Counsel preparing Dr. Ashenfelter for and attending that deposition. Plaintiffs successfully opposed Defendant's motions for leave to file a sur-reply and for a continuance of the class certification hearing. ECF 105, 116. Class Counsel, along with four of the five Class Representatives, then appeared at a March 2025 hearing on the motion for class certification and motion to exclude Dr. Ashenfelter's testimony. ECF 125.

28. In the interim, prior to the *Smart* motion for class certification being heard on the merits (which was scheduled to occur contemporaneously with the class certification motion in this case), NCAA and the *Smart* plaintiffs engaged in private bilateral negotiations, which did not include the Plaintiffs in this case, and agreed to a class settlement.[2] This allowed the NCAA to narrow its focus to defeating class certification in this case.

29. The Court granted Plaintiffs' motion for class certification and denied NCAA's motion to exclude Dr. Ashenfelter's testimony. NCAA then petitioned the U.S. Court of Appeals for the Ninth Circuit for permission to appeal the class-certification order, which Plaintiffs successfully opposed.

30. Following additional discovery, Plaintiffs filed a Motion for Summary Judgment That Defendant Violated the Sherman Act. NCAA opposed that motion and Plaintiffs filed their

[2] That settlement has since been approved by the Court. *Smart*, ECF 85 at 8, 10.

reply. In the interim, with the discovery period coming to a close, Plaintiffs engaged in multiple actions to prepare the case for trial, including identifying, interviewing, and formally disclosing several former head coaches, administrators, "volunteer" coaches, and a student-athlete to serve as potential trial witnesses, conducting additional discovery, preparing expert reports on liability (if needed) and damages, and building an order of proof for use at trial. Class Counsel also engaged a trial consulting firm and conducted jury research to prepare for a possible trial and to better understand the potential value of the case.

31. After the briefing on summary judgment, serious settlement discussions began in earnest for the first time in the case. These discussions were informed by the substantial litigation progress since an initial mediation in July 2024, which had been unsuccessful. The litigation progress provided the parties with more clarity and certainty about the strength and risks of Plaintiffs' claims and the potential damages in the case, and we believe our summary judgment motion played a significant role in bringing NCAA to the table. The settlement negotiations were hard-fought and always done at arms-length, with both sides zealously representing the interests of their clients. After near-daily, arms-length negotiations produced substantial progress toward a settlement, the parties agreed to retain a mediator to assist in continuing their negotiations. To give the parties time to mediate, the parties requested and received a continuance from the Court of the September 29, 2025 hearing date for Plaintiffs' motion for summary judgment.

32. The parties engaged in a full-day mediation in New York City on October 10, 2025, with professional mediator Miles N. Ruthberg of Phillips ADR. Before the mediation, Class Counsel spoke to all five Class Representatives to inform them of the mediation and obtain their views. The mediation was preceded by the submission and exchange of extensive confidential statements. During the all-day mediation, the parties reached a settlement in principle and signed a Term Sheet. All five Class Representatives were consulted about the settlement offer that was ultimately accepted, and all five Class Representatives approved. The parties have since formalized the Term Sheet into a Settlement Agreement.

33. The Settlement Agreement calls for a payment of $303 million by the NCAA to a common settlement fund. If approved, the settlement will fairly compensate class members when

taking into consideration the legal issues in this case and the uncertainties and delay of trial and appeal. The settlement fund is non-reversionary.

34. While we are confident that Plaintiffs would have prevailed and strongly believe in the positions asserted, NCAA is a well-funded opposing party represented by highly skilled and experienced counsel, and it had raised several defenses to the claims in this case. NCAA's experts were expected to vigorously challenge numerous issues, including market definition, market power, liability, common impact, and the damages methodologies and results advanced by the Plaintiffs. The defense, through their experts, were sure to argue, as they had at class certification, that classwide damages, if any, could not be reliably estimated and were vastly overstated. There was no guarantee of success and certainly no guarantee of obtaining a favorable verdict and judgment at trial equaling the benefits provided by the Settlement. Any win at trial would still have been subject to appeal, which presents another layer of risk and also delay.

35. For these reasons, Class Counsel have a highly favorable view of the Settlement Agreement and believe it merits the Court's approval. The Settlement creates a settlement fund that is approximately 119% of the Class's actual damages from lost wages as estimated by Dr. Ashenfelter and 101% of the Class's actual damages from lost wages and lost health benefits. To our knowledge, this settlement, if approved, would be one of the largest awards ever achieved in an antitrust case on behalf of workers seeking recovery of lost wages.

36. We are confident that the outcome achieved here reflects the quality of the work performed throughout this litigation. From the strategic decisions made at the outset, to the rigorous pursuit of discovery, to the painstaking work on class certification and summary judgment briefing, to the close collaboration with Dr. Ashenfelter and his team, every phase of this case was handled with care and skill. That considerable effort—all undertaken at great risk with no guarantee of success—translated directly into an exceptional result that meaningfully benefits the Class.

THE CLAIMS PROCESS

37. Class Counsel is undertaking extensive, ongoing efforts to ensure that every class member who desires to file a claim has an opportunity to do so. The Court accepted Plaintiffs'

recommendation that A.B. Data, Ltd. ("A.B. Data") serve as the "Settlement Administrator" to assist Plaintiffs' counsel in effectuating the notice program and handling claims administration. Class Counsel has been working continuously and closely with A.B. Data and the expert team to effectuate the notice program, including through direct notice via email and mail and a digital media campaign including targeted ads on platforms including Facebook, X, and LinkedIn. Class Counsel has worked closely with A.B. Data to supplement missing contact information for Class Members through various methods including list appends and Counsel's manual review of publicly available information.

38. To supplement A.B. Data's efforts, Class Counsel have assembled and trained a team of their legal professionals that have been proactively contacting class members through email, phone, text, and social media to notify them about the claims process and to encourage them to file claims. Class Counsel have devoted substantial personnel and time to the task, and will continue to do so in the coming weeks.

39. Through this supplemental outreach effort, Class Counsel will directly contact every class member for whom Class Counsel has or can locate contact information, other than those who have already filed claims. This work includes reviewing public data sources, scouring social media, and directly reaching potential class members through phone calls, emails, and text messages. This work also includes identifying and cross-referencing multiple sources of information to confirm accurate and exhaustive contact information for each known class member and to ensure that outreach is directed to the correct individuals.

40. In addition, Class Counsel are encouraging identified class members to assist in this process by helping to locate and notify former colleagues who may fall within the class definition but have not yet been reached. These peer-to-peer efforts have proven to be an important supplement to formal notice procedures, particularly in the small number of situations where institutional data is incomplete.

41. Class Counsel have also contacted coaches' associations in nearly every sport in the class, asking them to distribute the court-approved notice materials to their membership, and many of them have done so. Class Counsel have also contacted dozens of college-sports-focused

websites, blogs, and other media outlets, asking them to distribute the court-approved notice materials to their readers and subscribers. Class Counsel will continue those efforts with the goal of ensuring that every class member who desires a payment will receive it.

42. This outreach effort is ongoing, and Class Counsel expects to continue the effort through the end of the claims period. Class Counsel expects to spend hundreds of additional hours, not yet accounted for in Class Counsel's lodestar, on this project. This outreach work requires substantial time, coordination, and attention to detail, and is materially contributing to increased class member participation and the overall integrity and completeness of the claims process.

43. If the Settlement receives final approval, Class Counsel will work with A.B. Data to implement the Plan of Allocation and distribute funds to class members. That work will continue over the course of at least two years, to ensure prompt and accurate distribution of all three payments contemplated under the Settlement and Plan of Allocation.

SUMMARY OF THE RESULTING LODESTAR

44. Class Counsel worked on a contingent basis in this case. In undertaking this case, we knew it would be complex, that it would be opposed by a well-funded opponent who would hire experienced counsel and able experts, and that it would require significant resources. We nevertheless decided to take on this considerable risk. Over several years, Class Counsel expended thousands of hours of attorney time and spent millions of dollars without any guarantee of recovering any of it. Moreover, committing to the case meant turning down other potentially lucrative opportunities given that our firms had to expend immense resources, in both attorney time and money, to litigate this case properly.

45. The separate declarations of Dennis Stewart, Robert Gralewski, Michael Lieberman, and Leonard Simon—which are exhibits to Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards—include charts summarizing the number of hours worked by each attorney and staff member of the firms as of April 2, 2026, along with the billing rates. Each declaration includes specific information about that firm's time entries and practices. The sum of the hours set forth in those exhibits is 35,622.5 hours.

46. The following chart summarizes the aggregate hours and lodestar of Plaintiffs' Counsel set forth in the individual declarations for each firm.

Table 1: Plaintiffs' Counsel Summary of Hours and Lodestar by Firm		
Firm Name	**Hours**	**Lodestar**
Gustafson Gluek PLLC	11,396.9	$9,209,793.00
Kirby McInerney LLP	15,506.1	$10,665,552.50
Fairmark Partners, LLP	8,627.1	$6,675,792.00
The Law Offices of Leonard B. Simon P.C.	92.4	$110,880.00
Total:	**35,622.50**	**$26,662,017.50**[3]

47. Overall, each firm endeavored to work efficiently and with adequate but non-redundant staffing. While we expended many hours on the case, the number of hours is relatively low for an antitrust case of this magnitude that required the gathering and organization of data from hundreds of sources and which progressed all the way to the summary judgment stage. For example, in a recent antitrust case in the Ninth Circuit involving mixed martial arts fighters that settled for $375 million, the plaintiffs' attorneys expended over 98,000 hours. *Le v. Zuffa, LLC*, No. 2:15-cv-01045 (D. Nev. Dec. 12, 2024), ECF 1055 at 5. In a recent antitrust case in the Ninth Circuit involving hospital contracting practices that settled for $228.5 million, the plaintiffs' attorneys expended 132,739 hours. *See Sidibe v. Sutter Health*, No. 12-cv-04854 (N.D. Cal. July 29, 2025), ECF 1751 at 1. And in a recent antitrust case involving pharmaceuticals that settled for $195 million, the plaintiffs' attorneys expended 57,523 hours. *In re Xyrem (Sodium Oxybate) Antitrust Litig.*, No. 20-md-02966-RS, 2025 U.S. Dist. LEXIS 212585, at *11 (N.D. Cal. Oct. 27, 2025). We believe that our success in achieving a result similar to or better than those cases while expending far less professional time is, at least in part, a reflection of our efforts to staff the case efficiently.

48. Based on our experience, research, and discussions with attorneys at other firms who work in complex litigation, we believe our rates are reasonable and in line with rates charged

[3] These total hour and total lodestar figures include time incurred through April 2, 2026. The additional time that Class Counsel have spent since that date—as well as all the additional time that Class Counsel expect to incur in connection with supervising the administration of the Settlement going forward—are all therefore excluded from counsel's time and lodestar calculations and no additional compensation will be sought for this time.

for similarly large and complex work by professionals with similar levels of experience and comparable reputations. *See, e.g., Smart v. NCAA*, No. 2:22-cv-02125-WBS-CSK (E.D. Cal. July 2, 2025), ECF 82-1 at 34 (showing hourly rates of up to $1,700 for partners and up to $650 for associates in a similar antitrust action against the NCAA) (fee request was approved at ECF 85); *In re College Athlete NIL Litig.*, No. 4:20-cv-03919-CW (N.D. Cal. Apr. 7, 2025), ECF No. 583-3, at Ex. A (showing hourly rates of up to $1,980 for partners and up to $1,220 for associates in a sports antitrust class action against the NCAA) (fee request was approved at ECF No. 978); *Le v. Zuffa, LLC*, No. 2:15-cv-01045 (D. Nev. Dec. 12, 2024), ECF 1055-4 (showing hourly rates of up to $1,500 in a sports antitrust class action) (fee request was approved at ECF No. 1065); *In re Nat'l Collegiate Athletic Ass'n Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 14-MD-02541-CW (NC), 2019 WL 12194763, at *3 (N.D. Cal. Dec. 6, 2019), adopted (Feb. 24, 2020) (approving rates of up to $1,515 in a similarly complex sports case).

49. The specialized nature of this case is also noteworthy. There are relatively few plaintiff-side complex litigation firms that specialize in large antitrust cases and are willing to front the substantial attorney time and expenses to litigate a nationwide case of this scale. The class had the benefit of specialized antitrust firms that practice on a more national basis. All three of our firms specialize in litigating nationwide antitrust cases. Thus, we believe national rates are relevant because of the specialized nature of the work performed.

50. Many aspects of Class Counsel's knowledge and experience were especially well-suited to this case. Dennis Stewart and Robert Gralewski both litigated the *Law v. NCAA* matter, which presented many similar legal issues to the ones in this case and likewise resulted in a finding of liability and substantial damages to the class after trial. *See Law v. NCAA*, 134 F.3d 1010 (10th Cir. 1998). Few practicing attorneys could offer that first-hand experience with litigating these types of claims, on behalf of a similar class of coaches, against the same defendant. Class Counsel also brought intimate knowledge of the industry and specific factual context of the case: one member of the Fairmark Partners counsel team previously coached in NCAA Division I, and many members of the team are former NCAA student-athletes with invaluable perspective on the college sports industry. We believe this combination of traits—antitrust experience, directly relevant

litigation experience, and first-hand industry experience—made Class Counsel uniquely suited to represent the Class.

51. We are of the firm opinion that, considering the length, complexity, and novelty of the case, we expended a very reasonable number of hours at very reasonable rates. Our firms devoted over 35,000 hours to the case, resulting in a current lodestar of $26,662,017.50. We expect that number of hours to grow substantially as more work is completed in the course of the claims process and distribution process. As noted, we have already spent considerable time working with the settlement administrator on the class member list and the notification process, and we will continue to respond to inquiries from class members, work with the administrator, and take other steps as needed to continue to serve the class members during the administration phase.

52. Given that we are requesting $90,900,000 in attorneys' fees, that results in a lodestar multiplier of 3.41.

SUMMARY OF LITIGATION COSTS

53. Each firm's litigation costs are more fully set forth in the declarations of Dennis Stewart, Robert Gralewski, and Michael Lieberman, which are exhibits to Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards. For all three firms, the expenses fall within the reimbursable categories under Ninth Circuit law, directly benefitted the class, and are of the type that would have been charged to a paying client in a non-contingency case. In total, Class Counsel incurred $3,599,347.38 in litigation expenses.

54. The following table summarizes the litigation expenses set forth in the individual declarations for each firm.

Table 2: Cumulative Expenses by Category

Expense Category	Cumulative Expense	Percentage of Expenses
Filing, Witness, and Other Fees	$72,076.60	2.0%
Transportation, Hotels, and Meals	$105,113.62	2.9%
Messenger, Overnight Delivery	$1,463.35	0.0%
Court Hearing Transcripts and Deposition Reporting, Transcripts and Videography	$65,911.93	1.8%
Experts/Consultants/Investigators	$3,232,979.77	89.8%
Photocopies	$2,388.13	0.1%
E-discovery	$53,259.67	1.5%

Online Legal and Financial Research	$30,717.36	0.9%
Mediation Fees	$34,548.93	1.0%
Miscellaneous	$888.02	0.0%
Total Expenses:	**$3,599,347.38**	**100%**

THE CLASS REPRESENTATIVES' SERVICE

55. Each of the Class Representatives has significantly aided the prosecution of this litigation. Each Class Representative has consulted with counsel on numerous occasions and whenever called upon about their experience as college coaches, case strategy, and discovery. Each Class Representative also responded to interrogatories from Defendant, searched for documents responsive to Defendant's requests for production, and prepared for and sat for a deposition. Each of the Class Representatives has proven to be an engaged, thoughtful, and committed standard bearer for the Class. Each of the Class Representatives exhibited significant courage and risked reputational and economic harm in prosecuting this case on behalf of the Class.

56. We have had the pleasure to work with many dedicated class representatives in many cases during our careers. That said, we can attest that we have never worked with a finer group of representatives than Shannon Ray, Khala Taylor, Katie Sebbane, Peter Robinson, and Rudy Barajas. As this Declaration spells out below, these five stood up against one of the most powerful entities in America and never backed down, even when their professionalism was attacked and when they feared for their future livelihood. As described below, we asked a lot from them throughout the case, and they always answered the call.

57. Each of them, in their own Declarations filed in connection with Final Approval, has estimated how many hours they spent on tasks we asked them to do or otherwise spent serving as Class Representatives in this case. We have reviewed those estimates, and, based on what we know they did in service to the class, we believe those estimates are accurate.

58. Prior to the initial class action complaint being filed in this litigation, we personally spoke with several NCAA Division I volunteer coaches who were considering serving as class representatives but ultimately decided not to. Most of the coaches who declined to serve were still coaching and were very concerned with encountering hostility from their head coaches or their athletic directors for participating in this lawsuit. Indeed, two individuals formerly included as

plaintiffs and proposed class representatives ultimately chose (understandably) to no longer subject themselves to this risk, and they were removed from the case.

59. As their Declarations attest, each of the five Class Representatives were likewise concerned with the ramifications of their participation in the case. For example, Ms. Ray was worried that she would no longer be able to train for the Olympics at LSU and could be blackballed from her sports broadcasting career. Mr. Barajas was worried that he might never be able to coach again. Ms. Taylor, who applied for numerous Division I coaching jobs after she put her name on the complaint, never received a single offer and still has not. Like Ms. Taylor, Mr. Robinson was considering a career path in coaching for an NCAA Division I program and believed his participation in this lawsuit would be considered a significant negative by potential employers. And as a commercial-rated pilot, Ms. Sebbane's career depends heavily on reputation, trust, and professional judgment, and she understandably worried that potential employers might view her involvement in this case negatively or misunderstand her motivations. Despite all of this, none were deterred. Each stepped forward and remained steadfast throughout the case.

60. NCAA took a broad approach to defensive discovery. After multiple rounds of meet-and-confers and to avoid motion practice, we agreed to have the Class Representatives search for and produce categories of documents unrelated to their volunteer coach job or involvement with NCAA Division I athletics. For example, the Class Representatives searched for and produced *all* of their coaching-related job applications (whether they received an offer or not) and all records documenting any compensation they received from any coaching-related job (including high-school club, etc.). This required the Class Representatives to do a deep-dive into their records and to search bank accounts and tax records even though their case concerned the fact that they were each paid $0 for the volunteer coach position, which was not disputed.

61. The NCAA conducted lengthy and wide-ranging depositions of each Class Representative. Knowing this would be the NCAA's approach and knowing the importance of their testimony to class certification, we took a serious approach to preparing Ms. Ray, Ms. Taylor, Ms. Sebbane, Mr. Robinson, and Mr. Barajas for their depositions. This required each of the representatives to invest significant preparation time, reviewing all the documents they produced

to the NCAA, going over their discovery responses, having two Zoom preparation sessions with counsel well in advance of the depositions, and having one in-person preparation session with counsel the day before their depositions. The depositions themselves were lengthy affairs:

Plaintiff	**Start Time**	**End Time**	**Pages**
Ms. Ray	9:13 a.m.	2:28 p.m.	227
Ms. Taylor	2:02 p.m.	9:39 p.m.	314
Ms. Sebbane	10:05 a.m.	5:10 p.m.	238
Mr. Robinson	9:35 a.m.	3:57 p.m.	286
Mr. Barajas	8:33 a.m.	1:19 p.m.	175

62. After the depositions, each Class Representative had to read and review their lengthy transcripts.

63. These depositions were anything but perfunctory. They were lengthy, sweeping, and invasive examinations into their lives. At times, NCAA questioned each Class Representative's coaching competency, pursuing lines of questioning that suggested that none of the Class Representatives were skilled enough to qualify for a paid coaching position.

64. Because we asked them to attend in the event the Court had any factual questions for them, four of the five Class Representatives attended the class certification hearing. Ms. Ray and Ms. Sebbane traveled from Louisiana and Florida, respectively, to attend in person. Ms. Taylor and Mr. Barajas also attended. (Mr. Robinson was required to attend a championship competition he was coaching, otherwise he would have attended as well). We met with the Class Representatives both the evening before and the morning of the hearing to prepare for any potential testimony that any of them might have to provide during the hearing.

65. As the discovery cut-off approached, the parties agreed that they each would do a final "refresh production." This decision required each Class Representative to conduct a *second* broad search for all of the same types of information that they had searched for previously. All recent coaching-related documents had to be searched for and produced. All recent financial records pertaining to any pay received for any coaching-related jobs had to also be found and produced.

66. As late as August 2025, the parties had made no real progress on settlement, and, as a result, we were actively preparing for trial. Although we had not yet actively started to prepare

them for their live testimony at trial, each was aware that they would have to testify live, so each had to arrange their busy schedules to ensure that they could be in Sacramento during the trial.

67. Once settlement negotiations became serious and progress was being made, we were in close communication with each of the Class Representatives. In order to fulfill their duties to the Class, the representatives participated in Zoom meetings with us the night before our final mediation and then on the day of the mediation when we reached settlement.

68. In an effort to make sure as many class members as possible know about the settlement and submit claims, all the representatives spoke with us on several occasions about what they could and could not say about the settlement and about speaking with the press about the case. Ms. Sebbane and Ms. Taylor were interviewed by an ESPN reporter, and Ms. Sebbane was featured in an ESPN story about the settlement.

69. We deemed it prudent in this case to put forward five Class Representatives with experience coaching different sports, for different schools, in different parts of the country. Part of Plaintiffs' burden on class certification was to demonstrate sufficient commonality among coaches and their experiences despite differences in the varying sports such that it would be appropriate to include them in the same class. Defendants argued in their opposition papers on class certification and at the class certification hearing that the class could not be certified because of asserted varying supply and demand conditions and experiences among the 44 sports comprising the proposed class. Anticipating those arguments, as well as predictable defense attacks on the individual adequacy of whomever was put forward as a class representative, we deemed it prudent to put forward a modest number of proposed representatives representing various sports, schools, and locations to demonstrate the core commonality among coaches in the varying sports and offer the Court and the trier of fact a limited number and cross-section of reasonably representative proposed Class Representatives.

* * *

70. For all of these reasons, we believe the Settlement is fair, adequate, and reasonable for class members, and should be approved. We also believe that the attorneys' fees requested are

reasonable, that the costs expended are reasonable, and that the requested service awards are merited and reasonable.

We declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on April 6, 2026.

By: */s/ Dennis Stewart*
Dennis Stewart
Gustafson Gluek PLLC

By: */s/ Robert J. Gralewski*
Robert J. Gralewski, Jr.
Kirby McInerney LLP

By: */s/ Michael Lieberman*
Michael Lieberman
Fairmark Partners, LLP