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Collegiate Athletic Association

9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA  
11

12 JOSEPH COLON, SHANNON RAY,  
13 KHALA TAYLOR, PETER ROBINSON,  
KATHERINE SEBBANE, and PATRICK  
14 MEHLER, individually and on  
behalf of all those similarly  
15 situated,

16 Plaintiffs,

17 vs.

18 NATION COLLEGIATE ATHLETIC  
ASSOCIATION, an unincorporated  
19 association,

20 Defendant.  
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Case No. 1:23-cv-00425-WBS-KJN

**NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION'S ANSWER TO  
PLAINTIFFS' AMENDED CLASS  
ACTION COMPLAINT**

Judge: Hon. William B. Shubb

1 Defendant National Collegiate Athletic Association  
2 ("Defendant" or "NCAA") hereby answers the Amended Class Action  
3 Complaint (the "Complaint") of Plaintiffs Joseph Colon, Shannon  
4 Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and Patrick  
5 Mehler ("Plaintiffs"). Defendant generally denies each and every  
6 allegation except those hereinafter specifically admitted.  
7 Defendant has included the headings reflected in the Complaint to  
8 aid the Court in reviewing the Defendant's Answer. To the extent  
9 these headings include factual allegations, Defendant expressly  
10 denies each and every allegation. Defendant further answers the  
11 numbered paragraphs of the Complaint as follows:

**INTRODUCTION**

11 1. Defendant admits the NCAA member schools and  
12 conferences adopted Division I Bylaw 11.7.6, which imposed limits  
13 on the number of paid coaches member institutions could hire  
14 across various sports, and Division I Bylaw 11.7.6.2.3, which  
15 permitted a certain number volunteer coaches to be hired in  
16 excess of the paid-coach limits. Defendant further admits the  
17 NCAA member schools and conferences adopted Division I Bylaw  
18 11.01.6, which defined a volunteer coach as one "who does not  
19 receive compensation or remuneration from the institution's  
20 athletics department or any organization funded in whole or in  
21 part by the athletics department or that is involved primarily in  
22 the promotion of the institution's athletics program." Defendant  
23 further admits the NCAA member schools and conferences in January  
24 2023 agreed to pass Division I Proposal 2022-28, effective July  
25 1, 2023, which eliminated the volunteer coach designation and  
26 increased the number of countable coaches permitted in applicable  
27 sports. Division I Proposal 2022-28 repealed Division I Bylaws  
28 11.01.6 and 11.7.6.2.3. All other allegations in Paragraph 1 are

1 legal arguments or conclusions to which no response is required.  
2 To the extent a response is deemed required, Defendant denies all  
3 the allegations unless specifically admitted.

4           2. Defendant admits the NCAA member schools and  
5 conferences adopted Division I Bylaw 11.7.6, which imposed limits  
6 on the number of paid coaches member institutions could hire  
7 across various sports, and Division I Bylaw 11.7.6.2.3, which  
8 permitted a certain number volunteer coaches to be hired in  
9 excess of the paid-coach limits. Defendant further admits the  
10 NCAA member schools and conferences adopted Division I Bylaw  
11 11.01.6, which defined a volunteer coach as one "who does not  
12 receive compensation or remuneration from the institution's  
13 athletics department or any organization funded in whole or in  
14 part by the athletics department or that is involved primarily in  
15 the promotion of the institution's athletics program." Defendant  
16 admits that some NCAA member schools compete with each other for  
17 coaches, but to the extent Paragraph 2 alleges NCAA member  
18 schools compete *only* with "each other" for coaches, Defendant  
19 denies such an allegation. Defendant denies all remaining  
20 allegations in Paragraph 2 unless specifically admitted herein.

21           3. Defendant admits the NCAA member schools and  
22 conferences adopted Division I Bylaw 11.7.6, which imposed limits  
23 on the number of paid coaches member institutions could hire  
24 across various sports, and Division I Bylaw 11.7.6.2.3, which  
25 permitted a certain number volunteer coaches to be hired in  
26 excess of the paid-coach limits. Defendant further admits the  
27 NCAA member schools and conferences adopted Division I Bylaw  
28 11.01.6, which defined a volunteer coach as one "who does not

1 receive compensation or remuneration from the institution's  
2 athletics department or any organization funded in whole or in  
3 part by the athletics department or that is involved primarily in  
4 the promotion of the institution's athletics program." Defendant  
5 denies all remaining allegations in Paragraph 3.

6           4. The allegations of Paragraph 4 are legal arguments  
7 or conclusions to which no response is required. To the extent a  
8 response is deemed required, Defendant denies such allegations.

9           5. The allegations of Paragraph 5, including the  
10 allegations contained in the accompanying footnote number 2, are  
11 legal arguments or conclusions to which no response is required.  
12 To the extent a response is deemed required, Defendant denies  
13 such allegations.

14           6. Defendant admits the volunteer coach designation,  
15 as set forth in Division I Bylaws 11.01.6 and 11.7.6.2.3, as they  
16 last appeared in the 2022-23 Division I Manual, has recently been  
17 abrogated by the Division I membership. All other allegations of  
18 Paragraph 6 are legal arguments or conclusions to which no  
19 response is required. To the extent a response is deemed  
20 required, Defendant denies such allegations.

21                           **PARTIES, JURISDICTION, AND VENUE**

22           7. Defendant admits that Fresno State University's  
23 wrestling team competed in Division I during the 2017 to 2020  
24 academic years. Defendant lacks knowledge or sufficient  
25 information to form a belief as to the truth of the remaining  
26 allegations in Paragraph 7 and on that basis denies them.

27           8. Defendant admits that Arizona State University's  
28 track and field team competed in Division I during the 2019 to

1 2021 academic years. Defendant lacks knowledge or sufficient  
2 information to form a belief as to the truth of the remaining  
3 allegations in Paragraph 8 and on that basis denies them.

4 9. Defendant admits that San Jose State University's  
5 softball team competed in Division I during the 2022 academic  
6 year. Defendant lacks knowledge or sufficient information to  
7 form a belief as to the truth of the remaining allegations in  
8 Paragraph 9 and on that basis denies them.

9 10. Defendant admits that the University of Virginia's  
10 swimming and diving teams competed in Division I during the 2019  
11 to 2021 academic years. Defendant lacks knowledge or sufficient  
12 information to form a belief as to the truth of the remaining  
13 allegations in Paragraph 10 and on that basis denies them.

14 11. Defendant admits that the University of  
15 Pittsburgh's softball team competed in Division I during the 2019  
16 to 2021 academic years. Defendant lacks knowledge or sufficient  
17 information to form a belief as to the truth of the remaining  
18 allegations in Paragraph 11 and on that basis denies them.

19 12. Defendant admits that American University's men's  
20 soccer team competed in Division I during the 2019 to 2023  
21 academic years. Defendant lacks knowledge or sufficient  
22 information to form a belief as to the truth of the remaining  
23 allegations in Paragraph 12 and on that basis denies them.

24 13. Defendant admits that it maintains its principal  
25 place of business in Indianapolis, Indiana. Defendant admits it  
26 is an unincorporated association comprised of member schools and  
27 conferences with more than 500,000 college athletes competing  
28 across three divisions—Divisions I, II, and III. Defendant

1 further admits that its Division I member institutions agree to  
2 abide by Division I rules, codified in the NCAA Division I  
3 Manual. Defendant denies the remaining allegations in Paragraph  
4 13.

5 14. The allegations of Paragraph 14 are legal  
6 arguments or conclusions to which no response is required. To  
7 the extent a response is deemed required, Defendant denies such  
8 allegations.

9 15. The allegations of Paragraph 15 are legal  
10 arguments or conclusions to which no response is required. To  
11 the extent a response is deemed required, Defendant denies such  
12 allegations.

13 16. The allegations of Paragraph 16 are legal  
14 arguments or conclusions to which no response is required. To  
15 the extent a response is deemed required, Defendant denies such  
16 allegations.

17 17. Defendant admits that it conducts business  
18 affecting interstate commerce and Division I member schools use  
19 instruments of interstate commerce to carry out their operations.  
20 The remaining allegations of Paragraph 17 are legal arguments or  
21 conclusions to which no response is required. To the extent a  
22 response is deemed required, Defendant denies such allegations.

23 18. Defendant admits Division I Bylaw 11.01.6, as it  
24 last appeared in the 2022-23 Division I Manual before its repeal  
25 in 2023, applied to any volunteer coach who may have worked for  
26 an NCAA Division I baseball team located in this District and  
27 some of those teams may have competed in games in this District.  
28 Defendant lacks knowledge or sufficient information to form a

1 belief as to the truth of the allegations that "members of the  
2 Proposed Classes in this case and Smart reside or work in this  
3 District," and on that basis denies them. The remaining  
4 allegations of Paragraph 18 are legal arguments or conclusions to  
5 which no response is required. To the extent a response is  
6 deemed required, Defendant denies such allegations.

7           19. Defendant admits its member institutions  
8 participate in organizing intercollegiate athletic contests that  
9 take place in this State and District, and the NCAA occasionally  
10 hosts championships for sports in this State and District. Except  
11 as admitted above, the allegations in Paragraph 19 are denied.

12                           **CLASS ACTION ALLEGATIONS**

13           20. The allegations of Paragraph 20 are legal  
14 arguments or conclusions to which no response is required. To  
15 the extent a response is deemed required, Defendant denies such  
16 allegations.

17           21. Defendant lacks knowledge or sufficient  
18 information to form a belief as to exact size of the Proposed  
19 Class, and on that basis denies the allegation. The remaining  
20 allegations of Paragraph 21 are legal arguments or conclusions to  
21 which no response is required. To the extent a response is  
22 deemed required, Defendant denies such allegations.

23           22. The allegations of Paragraph 22 are legal  
24 arguments or conclusions to which no response is required. To  
25 the extent a response is deemed required, Defendant denies such  
26 allegations.

27           23. The allegations of Paragraph 23, including  
28 subparagraphs 23(a) through 23(f), are legal arguments or

1 conclusions to which no response is required. To the extent a  
2 response is deemed required, Defendant denies such allegations.

3 24. The allegations of Paragraph 24 are legal  
4 arguments or conclusions to which no response is required. To  
5 the extent a response is deemed required, Defendant denies such  
6 allegations.

7 25. The allegations of Paragraph 25 are legal  
8 arguments or conclusions to which no response is required. To  
9 the extent a response is deemed required, Defendant denies such  
10 allegations.

11 26. The allegations of Paragraph 26 are legal  
12 arguments or conclusions to which no response is required. To  
13 the extent a response is deemed required, Defendant denies such  
14 allegations.

15 27. The allegations of Paragraph 27 are legal  
16 arguments or conclusions to which no response is required. To  
17 the extent a response is deemed required, Defendant denies such  
18 allegations.

19 **FACTUAL ALLEGATIONS**

20 **A. The NCAA and College Sports.**

21 28. Defendant admits there are approximately 1,100  
22 member schools across Divisions I, II, and III. Defendant admits  
23 that Division I schools generally have the biggest student bodies  
24 and manage the largest athletics budgets and those schools must  
25 sponsor at least fourteen varsity sports teams to qualify for  
26 Division I. Defendant admits that Division I has about 350  
27 members. Except as admitted, the allegations in Paragraph 28 are  
28 denied.



1           29. Defendant admits that its total revenue for the  
2 fiscal year ending in August 2021 was approximately \$1.15 billion  
3 and its total revenue for the fiscal year ending in August 2022  
4 was approximately \$1.14 billion. Defendant lacks knowledge or  
5 sufficient information to form a belief as to the remaining  
6 allegations in Paragraph 29 and on that basis denies them.

7           30. Defendant denies the president of the NCAA earns  
8 nearly \$4 million per year. Defendant lacks knowledge or  
9 sufficient information to form a belief as to the remainder of  
10 the allegations in Paragraph 30, and on that basis denies such  
11 allegations.

12           31. Defendant denies that all Division I sports  
13 programs implicated in this lawsuit are "booming." Defendant  
14 admits that at the time of the 2021 NCAA volleyball final, the  
15 game set an attendance record, as had a regular season game  
16 earlier that year. Defendant otherwise lacks knowledge or  
17 sufficient information to form a belief as to the truth of the  
18 remaining allegations, and on that basis denies such allegations.

19           32. Defendant admits the allegations in Paragraph 32  
20 except it denies that there were 83 women's rowing teams in the  
21 cited survey. There were 88.

22           **B. The illegal unpaid coaching position.**

23           33. Defendant admits Division I athletic programs  
24 attract talented athletes and coaches. Defendant denies the  
25 remaining allegations of Paragraph 33.

26           34. Defendant admits that the NCAA Division I  
27 membership has adopted and enforced rules that regulate college  
28 sports, including rules relating to amateurism and the size of

1 athletic squads and coaching staffs and that the NCAA has  
2 facilitated the adoption and enforcement of those rules.  
3 Defendant otherwise denies the allegations of Paragraph 34.

4           35. Defendant admits that many Division I member  
5 schools compete with each other to hire coaches, but to the  
6 extent Paragraph 35 alleges NCAA member schools compete *only* with  
7 "each other" for coaches, Defendant denies such an allegation.  
8 Defendant otherwise lacks knowledge or sufficient information as  
9 to the remaining allegations in Paragraph 35 and on that basis  
10 denies them.

11           36. Defendant lacks knowledge or sufficient  
12 information to form a belief as to the allegations in Paragraph  
13 36 and on that basis denies them.

14           37. The allegations of Paragraph 37 are legal  
15 arguments or conclusions to which no response is required. To  
16 the extent a response is deemed required, Defendant denies such  
17 allegations.

18           38. The allegations of Paragraph 38 are legal  
19 arguments or conclusions to which no response is required. To  
20 the extent a response is deemed required, Defendant denies such  
21 allegations.

22           39. Defendant admits that NCAA member schools compete  
23 for coaches on compensation, among other things, but to the  
24 extent Paragraph 39 alleges NCAA member schools compete *only* with  
25 "each other" for coaches on compensation Defendant denies such  
26 an allegation. Defendant otherwise lacks sufficient knowledge or  
27 information regarding the allegations of Paragraph 39 and on that  
28 basis denies them.

1           40. Defendant denies the allegations of Paragraph 40.

2           41. Defendant admits the NCAA constitution enables  
3 member schools to enact legislation that governs the conduct of  
4 members' athletics programs, and that member schools agree to  
5 abide by the constitution and bylaws and legislation enacted  
6 pursuant to the legislative process. All other allegations in  
7 Paragraph 41 are legal arguments or conclusions to which no  
8 response is required. To the extent a response is deemed  
9 required, Defendant denies such allegations.

10           42. Defendant admits NCAA member institutions and  
11 conferences propose, draft, vote upon, and implement NCAA rules.  
12 Defendant further admits some member institutions compete with  
13 one another to hire coaches. Defendant otherwise denies the  
14 allegations of Paragraph 42.

15           43. Defendant admits Division I Bylaw 11.7.1.1, in  
16 effect prior to repeal by Division I Proposal 2022-28, required  
17 an "institutional staff member or any other individual outside  
18 the institution (e.g., consultant, professional instructor) with  
19 whom the institution has made arrangements" be "counted against  
20 coaching limits in the applicable sport as soon as the  
21 individual" participated in providing "technical or tactical  
22 instruction related to the sport to a student-athlete at any  
23 time," or made or assisted in "making tactical decisions related  
24 to the sport during on-court or on-field practice or  
25 competition," or engaged "in any off-campus recruiting  
26 activities." Defendant further admits Division I Bylaw 11.7.3  
27 restricts noncoaching staff members from "participating in on-  
28 court or on-field activities (e.g., assist with drills, throw

1 batting practice, signal plays).” Defendant otherwise denies the  
2 allegations of Paragraph 43.

3           44. Defendant admits Division I Bylaw 11.7.6, imposed  
4 limits on the number of paid coaches member institutions could  
5 hire across various sports, and Division I Bylaw 11.7.6.2.3  
6 permitted a certain number volunteer coaches to be hired in  
7 excess of the paid-coach limits. Defendant further admits  
8 Division I Bylaw 11.01.6, as it last appeared in the 2022-23  
9 Division I Manual before its repeal in 2023, defined a volunteer  
10 coach as one “who does not receive compensation or remuneration  
11 from the institution’s athletics department or any organization  
12 funded in whole or in part by the athletics department or that is  
13 involved primarily in the promotion of the institution’s  
14 athletics program.” Defendant further states that the quoted  
15 material referenced in footnote 4 speaks for itself, and to the  
16 extent the allegations vary therewith, Defendant denies the  
17 allegations. All remaining allegations in Paragraph 44, including  
18 the allegations contained in the accompanying footnote 4, are  
19 legal arguments or conclusions to which no response is required.  
20 To the extent a response is deemed required, Defendant denies the  
21 allegations.

22           45. Defendant admits Division I Bylaw 11.7.6, imposed  
23 limits on the number of paid coaches member institutions could  
24 hire across various sports, and Division I Bylaw 11.7.6.2.3  
25 permitted a certain number volunteer coaches to be hired in  
26 excess of the paid-coach limits. Defendant further admits  
27 Division I Bylaw 11.01.6, as it last appeared in the 2022-23  
28 Division I Manual before its repeal in 2023, defined a volunteer

1 coach as one "who does not receive compensation or remuneration  
2 from the institution's athletics department or any organization  
3 funded in whole or in part by the athletics department or that is  
4 involved primarily in the promotion of the institution's  
5 athletics program. Defendant denies the remaining allegations in  
6 Paragraph 45.

7           46. Defendant admits that Bylaws 11.01.6(b)-(c), as  
8 they last appeared in the 2022-23 Division I Manual before their  
9 repeal in 2023, provided that volunteer coaches "may receive a  
10 maximum of two complimentary tickets to home athletics contests  
11 in the coach's sport," and "may receive complimentary meals  
12 incidental to organized team activities (e.g., pre- or postgame  
13 meals, occasional meals, but not training table meals) or meals  
14 provided during a prospective student-athlete's official visit,  
15 provided the individual dines with the prospective student-  
16 athlete." Defendant admits that pursuant to Figure 11-1, section  
17 II(E), as it last appeared in the 2022-23 Division I Manual,  
18 volunteer coaches were not permitted to receive life insurance,  
19 health insurance, disability insurance, or tuition waiver from  
20 member schools. Defendant otherwise denies the allegations of  
21 Paragraph 46. The allegation that "coaches would otherwise  
22 receive" any remuneration or benefits "in a competitive labor  
23 market" is a legal argument or conclusion to which no response is  
24 required. To the extent a response is deemed required, Defendant  
25 denies the allegation.

26           47. Defendant admits it employs a compliance and  
27 enforcement staff that investigates violations of NCAA rules and  
28 member schools have committed to self-reporting instances of

1 noncompliance with those rules. Defendant further admits that  
2 NCAA member schools and conferences have adopted legislation that  
3 identifies certain penalties, including fines, scholarship  
4 reductions, recruiting restrictions and limitations on  
5 competition for violating NCAA rules. Defendant admits that there  
6 have been enforcement proceedings related to Bylaw 11.01.6.  
7 Defendant denies the remaining allegations in Paragraph 47.

8           48. Defendant lacks knowledge or sufficient  
9 information to form a belief as to the truth of the allegations  
10 in Paragraph 48 and on that basis denies them.

11           49. Defendant denies the allegations of Paragraph 49.

12           50. The allegations in Paragraph 50 are legal  
13 arguments or conclusions to which no response is required. To the  
14 extent a response is deemed required, Defendant denies such  
15 allegations.

16           **C. Relevant Market and Market Power**

17           51. The allegations in Paragraph 51 are legal  
18 arguments or conclusions to which no response is required. To the  
19 extent a response is deemed required, Defendant denies such  
20 allegations.

21           52. The allegations in Paragraph 52 are legal  
22 arguments or conclusions to which no response is required. To the  
23 extent a response is deemed required, Defendant denies such  
24 allegations.

25           53. Defendant admits member schools "engage in  
26 competitive play with other member schools across state lines,  
27 and the games are frequently broadcast across state lines." The  
28 remaining allegations in Paragraph 53 are legal arguments or

1 conclusions to which no response is required. To the extent a  
2 response is deemed required, Defendant denies the allegations.

3           54. Defendant admits the NCAA has argued in certain  
4 contexts that college sports are a product that is distinct from  
5 professional sports. Defendant denies that Division I is the  
6 "only place where coaches can provide their services at the  
7 elite, amateur collegiate level" and Defendant denies the  
8 characterization of Division II and III schools. Defendant lacks  
9 knowledge or sufficient information to form a belief as to the  
10 truth of the allegations in Paragraph 54 about the availability  
11 of professional coaching options in the many sports covered by  
12 this litigation. The remaining allegations in Paragraph 54 are  
13 legal arguments or conclusions to which no response is required.  
14 To the extent a response is deemed required, Defendant denies the  
15 allegations.

16           55. Defendant denies that "[b]y coaching in Division  
17 I, coaches obtain knowledge and/or certifications that are useful  
18 only in Division I." Defendant admits that the certification and  
19 testing requirements for coaches differ in some ways depending on  
20 whether they coach in Division, I, II or III but denies that they  
21 are different in all respects. Defendant otherwise admits the  
22 allegations of Paragraph 55.

23           56. Defendant denies the allegations of Paragraph 56.

24           57. Defendant denies the allegations of Paragraph 57.

25           58. Defendant denies the allegations of Paragraph 58.

26           59. The allegations in Paragraph 59 are legal  
27 arguments or conclusions to which no response is required. To the  
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1 extent a response is deemed required, Defendant denies the  
2 allegations.

3 **C. Anticompetitive Conduct and Effects**

4 60. The allegations in Paragraph 60 are legal  
5 arguments or conclusions to which no response is required. To the  
6 extent a response is deemed required, Defendant denies the  
7 allegations.

8 61. Defendant denies the allegations of Paragraph 61.

9 62. Defendant denies the allegations of Paragraph 62.

10 63. Defendant denies the allegations of Paragraph 63.

11 64. Defendant admits that Division I schools can and  
12 do spend different amounts on coaches and facilities and that  
13 there is no draft for Division I athletics. Defendant further  
14 admits the Division I bylaws do not limit the amount of  
15 compensation member schools can provide to head or assistant  
16 coaches. Defendant otherwise denies the allegations of Paragraph  
17 64.

18 65. Defendant admits the Division I Council voted on  
19 January 11, 2023 to rescind the volunteer coach designation as  
20 set forth in Division I Bylaws 11.06.1 and 11.7.6.2.3 as those  
21 Bylaws last appeared in the 2022-23 Division I Manual, effective  
22 July 1, 2023, and adopted bylaws that changed the limit on  
23 countable coaches in numerous sports. Defendant otherwise denies  
24 the allegations of Paragraph 65.

25 66. Paragraph 66 is a reiteration of previous  
26 allegations to which no response is required. To the extent a  
27 response is deemed required, Defendant incorporates its earlier  
28



1 responses to the referenced paragraph and denies all allegations  
2 therein except were previously expressly admitted.

3 **COUNT I – Violations of Section 1 of the Sherman Act**  
4 **(Brought by Plaintiffs on Behalf of the Class)**

5 67. The allegations in Paragraph 67 are legal  
6 arguments or conclusions to which no response is required. To the  
7 extent a response is deemed required, Defendant denies the  
8 allegations.

9 68. The allegations in Paragraph 68 are legal  
10 arguments or conclusions to which no response is required. To the  
11 extent a response is deemed required, Defendant denies the  
12 allegations.

13 69. Defendant denies the allegations of Paragraph 69.

14 70. Defendant denies the allegations of Paragraph 70.

15 71. The allegations in Paragraph 71 are legal  
16 arguments or conclusions to which no response is required. To the  
17 extent a response is deemed required, Defendant denies the  
18 allegations.

19 72. The allegations in Paragraph 72 are legal  
20 arguments or conclusions to which no response is required. To the  
21 extent a response is deemed required, Defendant denies the  
22 allegations.

23 73. The allegations in Paragraph 73 are legal  
24 arguments or conclusions to which no response is required. To the  
25 extent a response is deemed required, Defendant denies the  
26 allegations.

27 **PRAYER FOR RELIEF**

1 Defendant denies that Plaintiffs are entitled to any relief  
2 from NCAA.

3  
4 **NCAA'S AFFIRMATIVE DEFENSES**

5 Pursuant to Fed. R. Civ. P. 8(c), Defendant asserts the  
6 following affirmative defenses, without admitting that Defendant  
7 would bear the burden of proof on any of the following. Defendant  
8 reserves the right to supplement or amend this Answer, including  
9 through the addition of further affirmative defenses, based upon  
10 the course of discovery and proceedings in this action.

11  
12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Injunctive Relief Unavailable)**

14 The Complaint, and each and every claim for relief therein,  
15 fail to allege facts sufficient to support a claim for the  
16 injunctive relief described therein.

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Laches)**

19 The Complaint, and each and every claim for relief therein,  
20 are barred in whole or in part, by the doctrine of laches.

21 **THIRD AFFIRMATIVE DEFENSE**

22 **(No Causation)**

23 Assuming, *arguendo*, that Plaintiff sustained a loss, injury,  
24 and/or damage, either as alleged in the Complaint or otherwise,  
25 such loss, injury, and/or damage are not recoverable from  
26 Defendant because any alleged act or omission of Defendant was  
27 not the cause of such loss, injury, and/or damage.

1 **FOURTH AFFIRMATIVE DEFENSE**

2 **(No Damages)**

3 Plaintiff's claims for damages are barred, in whole or in  
4 part, because Plaintiff suffered no recognizable loss, injury  
5 and/or damage as a result of the matters which are subject of the  
6 Complaint.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 **(Damages Speculative and Conjectural)**

9 The claims of the Plaintiffs and others claimed to be  
10 members of the putative class, are barred because their alleged  
11 damages are speculative and conjectural and are not capable of  
12 calculation with a reasonable degree of certainty.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 **(Statutes of Limitations)**

15 The Complaint, and each and every claim for relief therein,  
16 are barred, in whole or in part, by the applicable statutes of  
17 limitations.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 **(No Unreasonable Restraint)**

20 The claims of the Plaintiffs and alleged members of the  
21 putative class are barred, in whole or in part, because the  
22 actions of Defendant did not unreasonably restrain trade, but  
23 were lawful, justified, and procompetitive.

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26 **NCAA'S DEMAND FOR JURY TRIAL**

27 Defendant requests a trial by jury for each issue that is  
28 triable before a jury.

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DATED: August 31, 2023 MUNGER, TOLLES & OLSON LLP

By:           /s/CAROLYN H. LUEDTKE            
CAROLYN H. LUEDTKE  
Attorneys for Defendant National  
Collegiate Athletic Association