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20 *Individually and on Behalf of All Those Similarly Situated*

21 **UNITED STATES DISTRICT COURT**
22 **EASTERN DISTRICT OF CALIFORNIA**

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

27 Plaintiffs,

28 v.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION, an unincorporated association,

Defendant.

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Case No. 1:23-cv-00425

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF SETTLEMENT AND
MEMORANDUM IN SUPPORT**

Judge: Hon. William B. Shubb
Courtroom: 5
Date: May 11, 2026
Time: 1:30 PM

1
2 **NOTICE OF MOTION AND MOTION FOR**
3 **FINAL APPROVAL OF SETTLEMENT**

4 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

5 PLEASE TAKE NOTICE that on May 11, 2026, before the Honorable William B. Shubb,
6 in Courtroom 5 of this Court, located at 501 I Street, Sacramento, CA 95814, Plaintiffs and the
7 Class will and hereby do move the Court pursuant to Federal Rule of Civil Procedure 23 for an
8 order granting final approval of the settlement reached in this case. This motion is based on this
9 Notice of Motion and Motion, the supporting Memorandum of Points and Authorities, The Joint
10 Declaration of Co-Lead Counsel, the Declaration of Eric Miller of A.B. Data, Ltd., all exhibits and
11 appendices to such documents, all pleadings on file, and any other matter submitted before or at
12 the hearing on this Motion.

13
14 Dated: April 6, 2026

Respectfully Submitted,

15 By: /s/ Dennis Stewart
16 Dennis Stewart
GUSTAFSON GLUEK PLLC

17 By: /s/ Michael Lieberman
18 Michael Lieberman
FAIRMARK PARTNERS, LLP

19 By: /s/ Robert J. Galewski
20 Robert J. Galewski, Jr.
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21
22 *Attorneys for Plaintiffs and the Class*

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1 **INTRODUCTION**

2 The parties reached a proposed \$303 million settlement (the “Settlement”) that provides
3 outstanding relief to thousands of current and former college sports coaches (the “Class” or “Class
4 Members”).¹ Federal Rule of Civil Procedure 23(e) requires this Court to determine whether the
5 Settlement “is fundamentally fair, adequate, and reasonable.” *Hanlon v. Chrysler Corp.*, 150 F.3d
6 1011, 1026 (9th Cir. 1998). The Settlement easily passes that test. The total settlement amount
7 represents over 100% of the Class’s single damages as estimated by the Class’s damages expert,
8 and will provide the average class member with a gross payout of about \$39,000. That result is
9 orders of magnitude better than typical class action settlements, which often involve just 10-20%
10 of potential damages. As the Court recognized in granting preliminary approval, the Settlement
11 represents “an exceptional result for the class.” ECF 163 at 8.

12 As expected given the extraordinary outcome, class members have responded
13 enthusiastically. Since the Court granted preliminary approval, not a single class member has opted
14 out or filed an objection.² Instead, Class Counsel have received numerous text messages, emails,
15 and phone calls from Class Members seeking more details on how they can participate, providing
16 their enthusiastic support for the Settlement, and sharing the many ways in which the substantial
17 relief provided by the Settlement—which for some coaches represents more than four full years of
18 previously unpaid wages—will have life-changing impacts.

19 Class Representatives Shannon Ray, Khala Taylor, Peter Robinson, Katie Sebbane, and
20 Rudy Barajas now ask that the Court grant final approval of the Settlement so that distribution of
21 the proceeds to Class Members can promptly begin. Class Counsel recognize that the Class
22 Members have waited a long time for the compensation provided by the Settlement and wish to
23 distribute that very meaningful relief as expeditiously as possible. Because the Settlement is fair,
24 reasonable, and adequate, and because the proposed notice, objection, and opt-out procedures are

25
26 ¹ The Certified Class is defined as “[a]ll persons who, from March 17, 2019, to June 30, 2023,
27 worked for an NCAA Division I sports program other than baseball in the position of ‘volunteer
28 coach,’ as designated by NCAA Bylaws.” ECF No. 128 at 11.

² Twelve class members excluded themselves after the initial notice of pendency, but none have
opted out since the Settlement was announced.

1 proper and accord class members due process, Plaintiffs respectfully request the Court approve the
2 Settlement.

3 **BACKGROUND**

4 Plaintiffs summarized this case’s factual and procedural background, as well as the details
5 of the Settlement, in their Motion for Preliminary Approval. *See* ECF 159 at 3-9. Plaintiffs provide
6 that information again here for the Court’s convenience and then provide additional detail about
7 the notice and claims administration process to date.

8 **I. Factual and Procedural History**

9 NCAA is an association whose members are colleges and universities that compete in
10 intercollegiate athletics. ECF 144 at 2. NCAA’s members have organized themselves into three
11 Divisions—Divisions I, II, and III—based on their desired level of competition. *Id.* More than 390
12 schools compete in Division I in at least one sport. *Id.* at 3. NCAA’s Division I Bylaws limit these
13 schools to a specified number of coaches for each team. From August 1992 until July 2023, NCAA
14 and its member schools agreed that within those numerical limits, certain coaches (usually one on
15 each team) would not be paid any compensation or remuneration. *See, e.g.,* 2021-22 NCAA
16 Division I Bylaws 11.7.6; 11.01.6. NCAA and its member schools referred to the coaches subject
17 to this wage restraint as “volunteer” coaches, reflecting that the Bylaws prohibited these coaches
18 from being paid. *Id.* In this litigation, Plaintiffs referred to the wage restraint as the “Wage Fix.”

19 The Class Representatives are five former Division I coaches who were designated as
20 “volunteer” coaches under these NCAA bylaws, were subject to the alleged Wage Fix, and were
21 therefore paid \$0 for their work. Their lawsuit was filed in March 2023 on behalf of a proposed
22 class of all similarly situated coaches in Division I sports other than baseball, alleging that the
23 Wage Fix violated Section 1 of the Sherman Act, 15 U.S.C. § 1. In the related *Smart v. NCAA* case,
24 two former college baseball coaches challenged the same Wage Fix as applied to baseball coaches.
25 *See generally Smart v. Nat’l Collegiate Athletic Ass’n*, 2025 WL 2651800, at *4 (E.D. Cal. Sept.
26 16, 2025). NCAA and its member schools voted to repeal the Wage Fix in January 2023, with an
27 effective date of July 1, 2023.

1 NCAA aggressively defended the case. In May 2023, NCAA moved to transfer the case or,
2 alternatively, to dismiss Plaintiffs’ claims on the merits. ECF 26, 27. In a Memorandum and Order
3 issued in July 2023, this Court denied both motions, ruling that “transfer of these cases is not
4 appropriate” and that “plaintiffs have alleged facts sufficient to show a violation of § 1 of the
5 Sherman Act.” ECF 38 at 10, 20. The Court later denied NCAA’s motion for reconsideration of
6 this ruling. ECF 50. NCAA filed its Answer, raising seven affirmative defenses. ECF 47 at 18-19.

7 Plaintiffs and Class Counsel then pursued wide-ranging discovery to develop facts, legal
8 theories, economic theories, and models for class-wide damages. *See* Joint Declaration of Dennis
9 Stewart, Robert Gralewski, and Michael Lieberman (“Joint Dec.”), ECF 173 at ¶¶ 11-29. Class
10 Counsel negotiated discovery protocols and issued discovery to NCAA, including six sets of
11 requests for production, five sets of interrogatories, and two sets of requests for admission. *Id.*
12 ¶ 14. Class Counsel also engaged in numerous meet-and-confers with NCAA’s counsel to resolve
13 NCAA’s various objections to this discovery. *Id.* NCAA ultimately produced over 330,000 pages
14 of documents in response to Plaintiffs’ requests, which Class Counsel reviewed, coded, and
15 categorized for use in developing case strategy, in briefing, in discovery, for consideration by their
16 experts, and in preparation for trial. *Id.* In the course of discovery, Plaintiffs also deposed eight
17 witnesses employed by or otherwise associated with the NCAA, its relevant committees, and
18 member schools. *Id.* ¶ 14.

19 This case was particularly data-intensive and required a very significant nationwide effort
20 to gather the information and data relevant to identify class members and form the foundation for
21 the well-informed and thorough assessment of the Class’s damages by their expert team. *Id.*
22 ¶¶ 15-27. Plaintiffs initially sought data from NCAA that would allow them to identify Class
23 Members and their paid coach peers whose compensation would serve as a benchmark for damages
24 estimates, but NCAA denied it had custody of this data and Magistrate Judge Newman denied
25 Plaintiffs’ motion to compel the NCAA to gather the data from its members. *Id.* ¶¶ 16-17.
26 Accordingly, to obtain vital evidence needed to support their claims, identify class members, and
27 rigorously estimate damages, and only after multiple failed attempts to obtain NCAA’s agreement
28 to a sampling methodology, Class Counsel issued and served Rule 45 subpoenas to over 400 third

1 parties, located in all 50 states, including all NCAA member schools who competed in Division I
2 athletics and numerous Division I conferences. *Id.* ¶¶ 18-19.

3 Class Counsel spent thousands of hours identifying proper subpoena recipients;
4 determining categories of information necessary to prove their case, identify class members, and
5 support their damages methodologies; designing a method for gathering this data from the
6 hundreds of schools with Division I sports programs; drafting, serving, negotiating and enforcing
7 the subpoenas; corresponding orally and in writing with nearly all of the subpoena recipients
8 regarding the subpoenas; and reviewing the documents and data produced in response to the
9 subpoenas to ensure accuracy and completeness. *Id.* ¶¶ 19-24. This entailed, in the case of almost
10 all 400+ subpoena recipients, negotiating the terms of the information requested, following up on
11 initial responses and clarifying the scope and content of the requests in oral and written meet and
12 confers, and obtaining further follow-up detail where necessary. *Id.* Even though most of the third-
13 party subpoena recipients were alleged to be NCAA's co-conspirators and had a vested interest in
14 Plaintiffs' claims not succeeding, and even though many schools initially resisted providing the
15 requested data, Class Counsel obtained the necessary data without requiring court intervention. *Id.*
16 ¶ 23. Class Counsel also searched publicly available sources of information about schools' use of
17 volunteer coaches during the class period (such as every school's website for every sport in the
18 class across multiple years) to identify and resolve any discrepancies between those public sources
19 and the information provided in response to the subpoenas. *Id.* ¶¶ 20-22, 24.

20 Plaintiffs' economists worked extensively with this subpoena data, which was often
21 produced in formats that needed to be modified and then migrated into another usable format,
22 along with additional data produced by NCAA or obtained from the Department of Education, to
23 identify the class members, determine the salaries of the paid coaches during the class period at
24 the nearly 400 schools at issue to derive the salary structures in each class member's school and
25 sport, and develop a model capable of calculating reliable damages estimates for the Class. *Id.*
26 ¶¶ 22-27. This extensive ground-up data work also involved obtaining and utilizing two additional
27 relevant data sources, the NCAA Membership Financial Reporting System and the Department of
28 Education's Equity in Athletics Data. *Id.* ¶¶ 14, 21.

1 On merits issues, Class Counsel deposed many key fact witnesses, including officials from
2 NCAA, its conferences, and its member schools. *Id.* ¶ 25. Class Counsel also conducted a 30(b)(6)
3 deposition of NCAA’s representative regarding the NCAA’s Membership Financial Reporting
4 System (“MFRS”), which was an important component of Plaintiffs’ damages model. *Id.* ¶ 14.
5 Class Counsel also collected, reviewed, and produced print and electronic documents, including
6 e-mails and text messages, from the Class Representatives, prepared the Class Representatives for
7 their depositions, and defended those depositions. *Id.* ¶ 26. Class Counsel also deposed
8 Defendant’s expert economist at the class certification stage. *Id.* ¶ 27.

9 Plaintiffs moved for class certification in November 2024. Plaintiffs’ motion was supported
10 by a detailed report from their economic expert, Dr. Orley Ashenfelter—a world-renowned labor
11 economist from Princeton University—supported by a team of economists at Ashenfelter &
12 Ashmore, LLP. *See* ECF 85-4. In December 2024, Defendant filed an extensive opposition to class
13 certification, which included hundreds of pages of evidence in the form of expert and percipient
14 witness Declarations with extensive exhibits, along with a 97-page brief. ECF 94. In conjunction
15 with its opposition to the motion for class certification, Defendant also filed a motion to exclude
16 Dr. Ashenfelter’s testimony, ECF 95, and deposed Dr. Ashenfelter twice, which Class Counsel
17 defended. *See* Joint Dec. ¶ 27. Plaintiffs filed their reply in support of class certification and their
18 opposition to Defendant’s *Daubert* motion, along with another detailed declaration from Dr.
19 Ashenfelter, in January 2025. ECF 102, 103. Plaintiffs successfully opposed Defendant’s motions
20 for leave to file a sur-reply and for a continuance of the class certification hearing. ECF 105, 116,
21 118. Class Counsel then appeared at a March 2025 hearing on the motion for class certification
22 and motion to exclude Dr. Ashenfelter’s testimony. ECF 125.

23 While this class certification briefing was occurring, NCAA and the *Smart* plaintiffs
24 negotiated and settled the *Smart* litigation while declining to negotiate this case. *See Smart* ECF
25 70. This strategy allowed NCAA to narrow its focus to defeating class certification in this case.
26 Nevertheless, the Court granted Plaintiffs’ motion for class certification and certified a class of
27 “[a]ll persons who, from March 17, 2019, to June 30, 2023, worked for an NCAA Division I sports
28 program other than baseball in the position of ‘volunteer coach,’ as designated by NCAA Bylaws.”

1 ECF 128 at 11. The Court also denied NCAA’s motion to exclude Dr. Ashenfelter’s testimony, *id.*,
2 appointed Shannon Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and Rudy Barajas as
3 class representatives, *id.* at 27, and appointed Gustafson Gluek, Kirby McInerney, and Fairmark
4 Partners as co-lead class counsel, *id.* NCAA petitioned the U.S. Court of Appeals for the Ninth
5 Circuit for permission to appeal the class-certification order, which Plaintiffs opposed. The Ninth
6 Circuit denied the petition. ECF 137.

7 Then, after further merits discovery, Plaintiffs filed a Motion for Summary Judgment That
8 Defendant Violated the Sherman Act, ECF 144, as well as a reply brief in support of that motion,
9 ECF 153. In addition, with the discovery period coming to a close, Plaintiffs engaged in multiple
10 actions to prepare the case for trial, including identifying and formally disclosing several former
11 head coaches and administrators, “volunteer” coaches, and a student-athlete to serve as potential
12 trial witnesses, conducting additional discovery, preparing expert reports on liability (if needed)
13 and damages, and building an order of proof for trial. Joint Dec. at ¶ 30.

14 A few weeks before the originally scheduled hearing date on the summary judgment motion
15 (and Plaintiffs believe because of it), NCAA reached out to Plaintiffs and serious settlement
16 discussions commenced. After near-daily, arm’s-length negotiations produced substantial progress
17 toward a settlement, the parties agreed to retain a mediator to assist with continuing their
18 negotiations. ECF 154, 155; *see* Joint Dec. ¶ 31. The parties requested and received a continuance
19 from the Court of the September 29, 2025 hearing on Plaintiffs’ motion for summary judgment in
20 order to mediate the case. ECF 154, 155; *see* Joint Dec. ¶ 31.

21 The parties engaged professional mediator Miles N. Ruthberg of Phillips ADR Enterprises.
22 *Id.* ¶ 32. The parties exchanged pre-mediation briefs and conducted pre-mediation conferences
23 with the mediator. *Id.* On October 10, 2025, the parties engaged in a full-day mediation which
24 concluded with a settlement in principle. *Id.* The parties immediately advised the Court of their
25 settlement in principle, ECF 156, and the Court entered an order staying all deadlines in the case
26 pending the Court’s ruling on the instant motion, ECF 157. The parties then formalized their
27 settlement in principle into a written Settlement Agreement, ECF 159-1 at 13-35.

1 As the chronology above attests, NCAA did in fact aggressively defend this case and forced
2 Plaintiffs and Class Counsel to devote significant resources to developing the case, discovering
3 key evidence and deposing key witnesses, forming and executing a legal strategy on numerous key
4 issues, building a robust database of paid coach salary information unassisted and from scratch
5 through nationwide discovery from nearly 400 colleges and universities, and otherwise litigating
6 their claims and defenses until intensive mediator-assisted negotiations, which took place after
7 Plaintiffs filed a motion for summary judgment, resulted in the Settlement now before the Court.

8 **II. The Settlement**

9 NCAA agreed to pay \$303 million into a common settlement fund from which Class
10 Members will be paid, after deduction for court-approved attorneys' fees, expenses, and service
11 awards. The gross settlement amount provides more than complete relief and represents over 100%
12 of estimated single damages to the class as calculated by Dr. Ashenfelter. This is an extraordinary
13 result. Indeed, the Settlement compares favorably to the excellent recovery obtained and recently
14 approved in the *Smart* case.

15 NCAA will pay the settlement amount into the common fund in three equal installments
16 over two calendar years, and those amounts will likewise be paid to Class Members in three equal
17 installments. In light of the size of the Settlement, spreading the payments over two calendar years
18 (spanning three fiscal years) moderates the cashflow impact of this formidable settlement on
19 NCAA and its member schools. This approach will reduce the likelihood of adverse impacts on
20 Class Members who continue to work as NCAA coaches. This multiple-payout structure is similar
21 to, but much less extended than, the ten-year payout involved in the recent settlement approved by
22 Judge Wilken in the *House v. NCAA* matter alleging antitrust violations with respect to student-
23 athletes. *See In Re College Athlete NIL Litigation*, No. 20-cv-03919, ECF 978, 979 (N.D. Cal. Jun.
24 6, 2025).

25 Similar to the plan of allocation utilized in the "Restricted Earnings Coach" cases involving
26 a similar NCAA restriction on coach compensation, *see Law v. NCAA*, 134 F.3d 1010 (10th Cir.
27 1998), the amount of each Class Member's settlement payment will be determined by the school,
28 sport, and year(s) in which he or she worked. More specifically, each Class Member's allocation

1 will be based on the actual compensation paid during the class period to the lowest-compensated,
2 non-wage-fixed coach who worked on the same team at the same time, or, in certain cases due to
3 data limitations, an estimate of that compensation. For example, the allocation for a Class Member
4 who coached softball at the University of Pittsburgh in 2022 would be based on the pay of the
5 lowest-paid, non-wage-fixed softball coach at the University of Pittsburgh in 2022, ensuring that
6 her allocation accounts for any sport-, school-, and year-specific factors that would be expected to
7 affect compensation.

8 Plaintiffs' expert, Dr. Ashenfelter, has calculated individual settlement recovery amounts
9 for each class member using a methodology substantially similar to the one he described at the
10 class-certification stage. That methodology is detailed in Dr. Ashenfelter's report filed in support
11 of Plaintiffs' motion for class certification and his declaration in opposition to Defendant's motion
12 to exclude. ECF 85-4 at 38-44; ECF 103-2 at 14-31. For purposes of allocation, Dr. Ashenfelter
13 made some minor adjustments and refinements, which he described in his Declaration in support
14 of Preliminary Approval. ECF 159-2 ("Ashenfelter Dec.").

15 As previously described, Dr. Ashenfelter's methodology proceeded in three steps. First, Dr.
16 Ashenfelter used data provided by NCAA and its member schools to determine how many coaches
17 worked in the "volunteer coach" position during the class period, as well as the school, sport, and
18 year in which they worked. *See* Ashenfelter Dec. ¶ 6. Second, Dr. Ashenfelter used data provided
19 by NCAA and its member schools to determine the amount of compensation schools paid each
20 year to the coach directly above each class member in their respective coaching hierarchies—*i.e.*,
21 the team's lowest-paid coach who was not in the "volunteer coach" position and thus was not
22 subject to the Wage Fix. Dr. Ashenfelter refers to these coaches as "reference coaches." *Id.* Third,
23 Dr. Ashenfelter estimated the but-for compensation for each Class Member's coach-year(s) by
24 making a downward adjustment ("stepdown") from his or her reference coach's class-period
25 compensation. *Id.* This stepdown reflects that each Class Member was lower in the coaching
26 hierarchy than his or her reference coach. The size of the stepdown was calculated using a
27 regression model described in Dr. Ashenfelter's class certification report and was based primarily
28

1 on real-world data provided by NCAA member schools about their coach compensation in the
2 years after the Wage Fix was repealed. *Id.*

3 Dr. Ashenfelter’s aggregate damages estimate for the class is the sum of the but-for
4 compensation estimates for each Class Member in each year, with additional adjustments
5 described in his declaration. *Id.* ¶ 8. Using this methodology, Dr. Ashenfelter estimated the
6 aggregate damages from lost wages to the class at \$253.9 million. Dr. Ashenfelter also estimated
7 the value of health benefits that were not provided but that likely would have been provided absent
8 the Wage Fix. Dr. Ashenfelter estimated the aggregate damages from lost wages and health benefits
9 at \$299.6 million. Thus, the \$303 million settlement amount represents 119% of the class’s
10 estimated damages from lost wages and 101% of the class’s estimated damages from lost wages
11 and health benefits.

12 **III. Settlement Administration**

13 The Court accepted Plaintiffs’ recommendation that A.B. Data, Ltd. (“A.B. Data”) serve as
14 the “Settlement Administrator” to assist Plaintiffs’ counsel in effectuating the notice program and
15 handling claims administration. ECF 163 at 11. The Court also approved the form and content of
16 the Notices of Class Action Settlement as proposed by Plaintiffs. *Id.* The class was notified as
17 ordered by the Court on January 20, 2026 by the Settlement Administrator via email, a postcard
18 summary notice via first-class U.S. mail, and the long-form notice posted on the settlement
19 website. Miller Dec. ¶¶ 6-9. A.B. Data has also executed a digital media campaign, placing targeted
20 ads on platforms including Facebook, X, and LinkedIn, to reach additional class members, and
21 plans to run an additional digital media campaign in the near future. *Id.* ¶¶ 12, 16. A.B. Data has
22 also conducted outreach to NCAA Division I schools, coaching associations, influencers, and
23 media outlets to request that they share this information on their websites, electronic
24 communication, or other social media sites. *Id.* ¶¶ 14-15.

25 To supplement A.B. Data’s efforts, Class Counsel has been proactively contacting class
26 members through email, phone, text, and social media to notify them about the claims process and
27 encourage them to file claims. Joint Dec. ¶¶ 37-42. Through this supplemental outreach effort,
28 Class Counsel will directly contact every class member for whom Class Counsel has or can locate

1 negotiated resolution.”); *Moorer v. StemGenex Med. Grp., Inc.*, 2021 WL 4993054, at *2 (S.D.
2 Cal. Oct. 26, 2021) (“Voluntary conciliation and settlement are the preferred means of dispute
3 resolution in complex class action litigation.”); *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,
4 221 F.R.D. 523, 526 (C.D. Cal. 2004) (“Unless the settlement is clearly inadequate, its acceptance
5 and approval are preferable to lengthy and expensive litigation with uncertain results.”).

6 Approval of a class action settlement under Rule 23(e) “involves a two-step process in
7 which the Court first determines whether a proposed class action settlement deserves preliminary
8 approval and then, after notice is given to class members, whether final approval is warranted.”
9 *Kabasele v. Ulta Salon, Cosms. & Fragrance, Inc.*, 2024 WL 477221, at *1 (E.D. Cal. Feb. 7,
10 2024). For final approval, Rule 23(e) requires the Court to consider whether: (a) the class was
11 adequately represented; (b) the settlement was negotiated at arm’s-length; (c) the relief provided
12 to the class is adequate; and (d) the proposal treats class members equitably. *See* Fed. R. Civ. P.
13 23(e)(2). The Ninth Circuit has traditionally identified the following factors for the analysis, which
14 overlap with the Rule 23(e) requirements: “the strength of the plaintiffs’ case; the risk, expense,
15 complexity, and likely duration of further litigation; the risk of maintaining a class action status
16 throughout the trial; the amount offered in the settlement; the extent of discovery completed and
17 the stage of the proceedings; the experience and views of counsel; the presence of a governmental
18 participant; and the reaction of the class members to the settlement.” *Hanlon*, 150 F.3d at 1026.

19 ARGUMENT

20 **I. The Settlement Satisfies the Elements for Final Approval.**

21 **A. The Class Has Been Adequately Represented.**

22 Plaintiffs satisfy the first requirement of Rule 23(e)(2), which asks whether “the class
23 representatives and class counsel have adequately represented the class.” Fed. R. Civ. P.
24 23(e)(2)(A). This is essentially the same inquiry the Court applied under Rule 23(a)(4) at the class
25 certification stage, *see Hudson v. Libre Tech., Inc.*, 2020 WL 2467060, at *5 (S.D. Cal. May 13,
26 2020) (“This analysis is ‘redundant of the requirements of Rule 23(a)(4).’” (quoting 4 Newberg
27 on Class Actions § 13:48 (5th ed.)). At the class-certification stage, this Court ruled that “there are
28

1 no conflicts of interest precluding certification” and “plaintiffs and their counsel satisfy the
2 adequacy requirement.” ECF 128 at 15-16.

3 The same remains true now. Class Counsel vigorously and effectively litigated the case,
4 achieving an outstanding result for the Class. Class Counsel aggressively pursued discovery by
5 serving over 400 third-party subpoenas, analyzing hundreds of thousands of pages of documents,
6 deposing numerous key witnesses and the NCAA’s economic expert, and defending depositions
7 of the Class Representatives and Plaintiffs’ economic expert. Joint Dec. ¶¶ 14-26. Class Counsel
8 also defeated numerous substantive and procedural motions filed by Defendant, including a motion
9 to transfer, a motion to dismiss, a motion for reconsideration, a motion for leave to file a surreply,
10 a motion for a continuance, and a motion to exclude Dr. Ashenfelter’s testimony. *Id.* ¶¶ 13, 27.
11 Class Counsel also filed a successful motion for class certification, successfully opposed
12 Defendant’s petition for permission to appeal the order granting that motion, and filed a strong
13 motion for partial summary judgment several months before the deadline for such motions, which
14 Plaintiffs believe played a significant role in accelerating serious settlement talks and leading the
15 parties to a negotiated resolution. *Id.* ¶¶ 27-31. All the while, Class Counsel prepared for trial by
16 identifying and interviewing former head coaches, volunteer coaches, and student-athletes who
17 were disclosed and whom Plaintiffs expected to call as trial witnesses. *Id.* ¶ 30. Class Counsel also
18 engaged a trial consulting firm and conducted jury research to prepare for a possible trial and to
19 better understand the potential value of the case. *Id.* Finally, Class Counsel has been closely
20 involved in the notice and claims administration process, conducting extensive outreach to class
21 members to maximize the reach and efficacy of the notice effort and ensure that everyone who
22 wishes to file a claim has an opportunity to do so. *Id.* ¶¶ 37-42. The extent and breadth of Class
23 Counsel’s efforts in litigating the case is more fully described in the Joint Declaration, *id.* at
24 ¶¶ 11-51, which further demonstrates that counsel has capably and zealously pursued the interests
25 of the Class.

26 **B. The Settlement Resulted From Arm’s Length Negotiations.**

27 The Settlement satisfies the second element of Rule 23(e)(2), which requires that the
28 Settlement result from arm’s-length negotiations. Class settlements are presumed fair when they

1 are reached “following sufficient discovery and genuine arm’s-length negotiation.” *DIRECTV*, 221
2 F.R.D. at 528. “That the settlement was reached with the assistance of an experienced mediator
3 further suggests that the settlement is fair and reasonable.” *Moorer*, 2021 WL 4993054, at *5. This
4 Court already found this element satisfied at the preliminary approval stage: “Given the extensive
5 discovery and litigation conducted prior to settlement and counsel’s representation that the
6 settlement was the product of arms-length bargaining, the court at this stage does not question that
7 the Settlement is the result of informed and non-collusive negotiations between the parties.” ECF
8 163 at 7. That remains true today; indeed, no objections to the settlement or the negotiation process
9 were submitted.

10 First, as detailed above, the parties engaged in significant motion practice encompassing
11 hotly contested legal issues and significant discovery, both fact and expert. Class Counsel’s
12 detailed investigation, review, and familiarity with the record, along with their collective
13 substantial experience in antitrust and class litigation (including specifically wage restraint
14 litigation against the NCAA), enabled them to develop a comprehensive understanding of the
15 claims and the litigation risks prior to settling the case. Moreover, Class Counsel’s extensive third-
16 party discovery and close work with expert economists provided them with a strong sense of the
17 value of the claims prior to settlement, based especially on Dr. Ashenfelter’s damages estimates
18 derived from actual salary information from Division I schools. *See DIRECTV*, 221 F.R.D. at 527
19 (settlement after discovery approved “because it suggests that the parties arrived at a compromise
20 based on a full understanding of the legal and factual issues surrounding the case”); *Victorino v.*
21 *FCA US LLC*, 2023 WL 3296155, at *5 (S.D. Cal. May 5, 2023) (preliminary approval where
22 “Plaintiff thoroughly investigated and researched the claims in litigating this action and preparing
23 [for] trial”). NCAA’s counsel likewise demonstrated familiarity with the facts and the law relevant
24 to this case, working with NCAA’s own experts to inform their understanding of the claims and
25 the litigation risks.

26 Second, the parties reached the settlement through arm’s length negotiations undertaken in
27 good faith over a substantial period of time, ultimately with the assistance of a highly experienced
28 complex case mediator. The parties initially attempted mediation in the summer of 2024 but were

1 unable to resolve the case at that time or even make meaningful progress. *See* Joint Dec. ¶ 31.
2 Following extensive additional litigation, including discovery motions, class certification
3 proceedings, a petition for appeal, and filings on Plaintiffs’ motion for partial summary judgment,
4 the parties re-initiated settlement discussions in earnest in September 2025. *Id.* ¶¶ 27-31. These
5 discussions were informed by the substantial litigation process since the initial mediation, which
6 provided the parties with more clarity and certainty about the strength and risks of Plaintiffs’ claims
7 and the potential damages in the case. After near-daily discussions and exchanges of proposals
8 over the course of ten days resulted in considerable progress, the parties agreed to request a
9 continuance of the impending hearing on Plaintiffs’ motion for summary judgment and engage
10 professional mediator Miles Ruthberg of Phillips ADR. *Id.* Following the submission and
11 exchange of mediation statements, the parties then engaged in a full-day mediation on October 10,
12 2025. With the mediator’s assistance, and subsequent negotiations with respect to specific terms,
13 the parties reached the settlement agreement that is now before the Court. *Id.* ¶ 32.

14 The extensive and informed negotiations between the parties and the assistance of an
15 experienced mediator confirm that the settlement resulted from arm’s-length negotiations. *See In*
16 *re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 327 (N.D. Cal. 2018) (noting that “the
17 Settlement was negotiated at arms’ length over several full-day mediation sessions with the help
18 of an experienced mediator” and that “the assistance of an experienced mediator in the settlement
19 process confirms that the settlement is non-collusive”); *see also Corzo v. Brown Univ.*, 2024 WL
20 3506498, at *4 (N.D. Ill. July 20, 2024) (finding settlement reached with the assistance of Miles
21 Ruthberg were “the result of *bona fide* and extensive arm’s-length negotiations conducted in good
22 faith”).

23 C. The Relief Provided by the Settlement Weighs in Favor of Approval.

24 The Settlement satisfies the third requirement of Rule 23(e), namely that the relief provided
25 by the Settlement is adequate, “taking into account (i) the costs, risks, and delay of trial and appeal;
26 (ii) the effectiveness of any proposed method of distributing relief to the class, including the
27 method of processing class-member claims; (iii) the terms of any proposed award of attorney’s
28 fees, including timing of payment; and (iv) any agreement required to be identified under Rule

23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). Factors that may be considered in the context of this analysis include “the strength of the plaintiff’s case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the settlement.” *Hanlon*, 150 F.3d at 1026.

The Court analyzed the relief provided by the settlement in its preliminary approval order and concluded: “This is an exceptional result for the class and is comfortably within the range of percentage recoveries that California courts have found to be reasonable.” ECF 163 at 8. The same remains true today.

1. The Settlement Provides Exceptional Relief to the Class

By any measure, the Settlement provides extraordinary relief to the Class. NCAA has agreed to establish a settlement fund of \$303 million. *See* Joint Dec. ¶¶ 7, 33. Dr. Ashenfelter estimates the aggregate damages to the class from lost wages at \$253.9 million and from lost wages and lost health benefits together at \$299.6 million. ECF 159-2 at ¶ 9. Thus, the \$303 million settlement fund represents 119% of the class’s estimated aggregate damages from lost wages and 101% of estimated aggregate damages from lost wages and health benefits. That is a fantastic result that provides a substantial financial recovery to each Class Member. Under the Settlement, the average Class Member will be initially allocated a gross amount of about \$39,260 before allowed fees and expenses, with each Class Member’s actual payout depending on the number of years he or she worked and the compensation paid to other coaches who worked at the same school, in the same sport, and at the same time, as well as the number of class members who submit valid claims. *See* Joint Dec. ¶¶ 10, 33. In no event will any Class Member receive less than \$5,000, and the vast majority will receive far more money than that. As the Court noted in its preliminary approval order, this “represents a strong result for the class.” ECF 163 at 8.

The recovery here is much better than many class-action settlements, which typically achieve only some fraction of claimed single damages. “Courts regularly approve class settlements where class members recover less than one quarter of the maximum potential recovery amount.”

1 *Carlin v. DairyAmerica, Inc.*, 380 F. Supp. 3d 998, 1011 (E.D. Cal. 2019). This Court has approved
2 settlements around that level on multiple occasions. *See Kabasele*, 2024 WL 477221, at *5
3 (granting final approval to settlement that was 27.2% of potential damages); *Griffin v. Consol.*
4 *Commc 'ns*, 2023 WL 3853643, at *5 (E.D. Cal. June 6, 2023) (granting final approval to settlement
5 that was 8.3% of potential damages); *Evans v. Zions Bancorporation, N.A.*, 2022 WL 16815301,
6 at *4 (E.D. Cal. Nov. 8, 2022) (Shubb, J.) (granting final approval to settlement that was
7 approximately 25% of potential damages); *Mejia v. Walgreen Co.*, 2021 WL 1122390, at *4 (E.D.
8 Cal. Mar. 24, 2021) (Shubb, J.) (granting final approval to settlement for 22.37% of potential
9 damages).

10 Antitrust cases are no exception and often settle for far less than single damages. *See, e.g.*,
11 *Rodriguez*, 563 F.3d at 964 (affirming approval of a settlement that was approximately 30% of the
12 estimated single damages); *In re California Gasoline Spot Mkt. Antitrust Litig.*, 2025 WL 822665,
13 at *6 (N.D. Cal. Mar. 14, 2025) (granting final approval of settlement for 33% of single damages);
14 *In re Google Play Developer Antitrust Litig.*, 2024 WL 150585, at *2 (N.D. Cal. Jan. 11, 2024)
15 (granting final approval of settlement for 36-38% of single damages); *Roe v. SFBSC Mgmt., LLC*,
16 2022 WL 17330847, at *12 (N.D. Cal. Nov. 29, 2022) (“[T]welve percent of the best-case scenario
17 is within the range courts approve.”); *Reynolds v. Direct Flow Med., Inc.*, 2019 WL 4168959, at
18 *3 (N.D. Cal. Sept. 3, 2019) (granting final approval for a settlement representing 13% of
19 plaintiffs’ estimated damages); *Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3623734, at *7
20 (N.D. Cal. June 26, 2017) (granting final approval of settlement for 28.7% of single damages); *In*
21 *re Lithium Ion Batteries Antitrust Litig.*, 2017 WL 1086331, at *4 (N.D. Cal. Mar. 20, 2017)
22 (approving “settlement [that] represents 11.2% of the single damages attributable to Sony sales”);
23 *Four in One Co., Inc. v. S.K. Foods, L.P.*, 2014 WL 4078232, at *9 (E.D. Cal. Aug. 18, 2014)
24 (granting final approval of settlement for 2.4% of single damages).

25 The Settlement also compares favorably to two recent antitrust cases against the NCAA.
26 First, in the *Smart* case, which itself provided substantial and very impressive relief to the baseball
27 coaches in that class, the \$49.25 million settlement fund amounted to 91.5% of the *Smart* expert’s
28 original damages estimate for lost wages and health benefits, or approximately 99% of his revised

1 estimate at the time of settlement. *See Smart* ECF 73 at 36. Here, the Settlement provides Class
2 Members with 101% of Dr. Ashenfelter’s calculated damages estimate for lost wages and health
3 benefits. Second, the Settlement is more favorable, on a percentage basis, than the recent settlement
4 in *House v. NCAA*, where class members received “67.4% of the estimated damages ... for NIL-
5 related injuries” and “31.6% of the estimated damages for pay-for-play claims.” *In re College*
6 *Athlete NIL Litig.*, 2025 WL 1675820, at *18 (N.D. Cal. June 6, 2025). In that case, Judge Wilken
7 referred to awards totaling 67.4% and 31.6% of estimated damages as “outstanding results,
8 particularly given that lesser recoveries in other antitrust actions have been hailed as excellent.”
9 *Id.*

10 In sum, the recovery here is outstanding by any metric and will provide substantial,
11 meaningful relief to all members of the class.

12 2. Costs, Risks, and Delay of Trial and Appeal

13 “Another relevant factor is the risk of continued litigation balanced against the certainty
14 and immediacy of recovery from the Settlement.” *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D.
15 482, 489 (E.D. Cal. 2010). “It has been held proper to take the bird in hand instead of a prospective
16 flock in the bush.” *Id.* In determining risk, courts recognize that “antitrust class actions are
17 notoriously complex, protracted, and bitterly fought.” *In re Endosurgical Prods. Direct Purchaser*
18 *Antitrust Litig.*, 2008 WL 11504857, at *7 (C.D. Cal. Dec. 31, 2008).

19 While Plaintiffs remain confident that their claims are well-supported by the evidence and
20 the governing law, the continued prosecution of the case would have posed significant risks,
21 additional costs and further delay. *See* Joint Dec. ¶¶ 9, 34. NCAA vigorously asserted multiple
22 challenges to the merits of Plaintiffs’ claims and defended by arguing, among many other things,
23 that three procompetitive justifications existed and outweighed the Wage Fix’s anticompetitive
24 effects: preserving competition between member schools, increasing coaching resources available
25 to student athletes, and expanding coaching opportunities for prospective coaches. While Plaintiffs
26 do not believe that any of these justifications would have prevailed on summary judgment or at
27 trial for the reasons stated in their motion for partial summary judgment, the entire class would
28 have recovered nothing had the NCAA prevailed on any one of these three theories. *See In re*

1 *Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *19 (E.D. Mich. Dec. 13, 2011) (noting that
2 antitrust trials are “arguably the most complex action[] to prosecute” and that “[t]he legal and
3 factual issues involved are always numerous and uncertain in outcome”).

4 Continued prosecution of the case posed other risks as well. While this Court denied
5 NCAA’s *Daubert* motion at the class certification stage, NCAA would have had another
6 opportunity to challenge Dr. Ashenfelter’s opinions, as well as the opinions of any other expert
7 offered by Plaintiffs, through a second round of *Daubert* filings later in the case. *See* ECF 128 at
8 11 n.6 (denying *Daubert* motion at class stage but noting that “[t]he court expresses no opinion at
9 this time as to whether any evidence would be admissible or inadmissible at trial”). Moreover,
10 although the Class was certified and NCAA’s petition for interlocutory appellate review was
11 denied, NCAA would still have had the ability to challenge class certification through a
12 decertification motion or on appeal after trial.

13 Even if Plaintiffs prevailed on the issue of liability and maintained class action status, there
14 was substantial risk that the jury would have awarded less in damages than Dr. Ashenfelter
15 estimated. NCAA would surely have contested Dr. Ashenfelter’s damages estimates and likely
16 would have suggested to the jury that if it found for the Plaintiffs on liability, it should award no
17 or substantially less in damages. *See Martinelli v. Johnson & Johnson*, 2022 WL 4123874, at *4
18 (E.D. Cal. Sept. 9, 2022) (“[B]oth sides have retained expert witnesses, which, should this case go
19 to trial, makes it virtually impossible to predict with any certainty which testimony would be
20 credited, and ultimately, which expert version would be accepted by the jury.”). “Indeed, the
21 history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on
22 liability, but recovered no damages, or only negligible damages, at trial, or on appeal.” *In re*
23 *NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 476 (S.D.N.Y. 1998) (citing examples);
24 *see also, e.g., US Airways, Inc. v. Sabre Holdings Corp.*, 2023 WL 3749995, at *1 (S.D.N.Y. June
25 1, 2023) (“[T]he jury returned a verdict for Plaintiff on its monopolization claim under § 2 of the
26 Sherman Act ... [and] awarded ... one dollar in nominal damages.”).

27 The Court’s observations in its order granting preliminary approval remain equally true
28 today: “Plaintiffs faced numerous risks in this complex antitrust litigation, including proving all

1 elements of the claims, obtaining and maintaining class certification, establishing liability, and the
2 costliness of litigation and potential appeals on these issues.” ECF 163 at 8-9.

3 **3. The Proposed Method of Distributing Relief Is Fair**

4 Final approval is further justified because the proposed method of distributing relief to
5 Class Members is equitable, efficient, and effective. *See, e.g.*, Fed. R. Civ. P. 23(e)(2)(C)(ii); *In re*
6 *Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001) (a plan of allocation must
7 be “fair, reasonable, and adequate”). The proposed Plan of Allocation, *see* Ex. 2, is unchanged
8 from that submitted in connection with preliminary approval. It is based on Dr. Ashenfelter’s
9 damages methodology and treats all Class Members fairly relative to the facts that likely would
10 have influenced their compensation absent the alleged restraint, thereby reasonably accounting for
11 differences among them. Ex. 2 at ¶¶ 10-15. Class Members who file a valid claim will receive
12 individualized payment in an amount depending on the number of years they coached and the
13 actual (or in a small number of cases, estimated) compensation received by other coaches at the
14 same school, in the same sport, and in the same year(s). *Id.* This Plan ensures that each Class
15 Member’s recovery accounts for the specific conditions within each program that affected coach
16 pay at the time the Class Member was employed. *Id.* In addition, no Class Member will receive
17 less than \$5,000, ensuring that all Class Members receive meaningful relief. *Id.*

18 Making a claim is straightforward. Class Members may submit a claim through an online
19 portal or by mailing a claim form, and the Claims Administrator and Class Counsel have both been
20 assisting class members who have any questions about the process. Joint Dec. ¶¶ 37-42. Class
21 Members whose claims are accepted will receive three separate payments over two calendar years.
22 Ex. 2 ¶¶ 16-22. They will not be required to submit a new claim form for each payment; rather,
23 filling out a claim form will entitle a Class Member to receive all three payments. *Id.* If a Class
24 Member misses the deadline for filing a claim form for the first distribution, the Claims
25 Administrator will have discretion, in consultation with Class Counsel, to allow that Class Member
26 to participate in subsequent distributions. *Id.* ¶ 9. Any unclaimed funds (*e.g.*, from uncashed
27 checks) will not revert to NCAA but will instead be distributed to Class Members in the next
28 scheduled distribution. If there are any remaining funds after the third distribution, subject to Court

1 approval, they will be distributed to the Class based on each Class Member’s respective claim
2 values, or, if the amount remaining is too small to justify the expense of a fourth distribution, it
3 will be donated to an appropriate organization to be approved by the Court under the doctrine of
4 *cy pres. Id.* ¶ 21.

5 **4. The Experience and Views of Counsel**

6 Class Counsel, who are experienced antitrust and class action litigators, believe the
7 Settlement is an excellent result for the Class. *See* Joint Dec. ¶¶ 8-10, 35-36. “Great weight is
8 accorded to the recommendation of counsel, who are most closely acquainted with the facts of the
9 underlying litigation.” *DIRECTV*, 221 F.R.D. at 528. “This is because parties represented by
10 competent counsel are better positioned than courts to produce a settlement that fairly reflects each
11 party’s expected outcome in the litigation.” *Id.*

12 All parties here were represented by sophisticated counsel with significant experience in
13 class actions and significant, first-hand experience in the industry. Indeed, when the Court
14 appointed class counsel, it noted that “plaintiffs’ counsel has considerable knowledge and
15 experience in antitrust litigation and has dedicated significant effort and resources to litigating this
16 action.” ECF 128 at 26. Class Counsel regularly work on some of the most complex cases in the
17 country, providing both mastery of the legal issues and a strong understanding of whether and
18 when Settlement terms are fair in light of the strengths and risks of a case. *See* Joint Dec. ¶¶ 47-50.
19 Moreover, many members of the counsel team have first-hand industry experience, giving them
20 first-hand knowledge of the stakes and an intimate understanding of the business. In addition to
21 two members of the counsel team having been intimately involved in the *Law v. NCAA* litigation,
22 another was a former Division I coach, and other members of the team are former NCAA student-
23 athletes—providing them all with invaluable perspective on many issues in the case. *Id.* ¶ 50.

24 Where, as here, counsel are experienced litigators who understand the claims, defenses,
25 and class action issues of the litigation, the Court can rely on that experience as a factor favoring
26 approval. *See Moorer*, 2021 WL 4993054, at *5 (“Given Plaintiffs’ counsels’ experience with
27 similar class action litigation, the Court finds that affording deference to their decision to settle the
28 case, as well as the terms of that settlement, is appropriate.”); *In re Tableware Antitrust Litig.*, 484

1 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (preliminarily approving settlement where “experienced
2 counsel on both sides, each with a comprehensive understanding of the strengths and weaknesses
3 of each party’s respective claims and defenses, negotiated this settlement”).

4 Class Counsel have carefully evaluated all aspects of the case and the Settlement and have
5 no doubt that this is an outstanding result for the Class. Joint Dec. ¶¶ 8-10, 35-36. This further
6 bolsters the case for approval.

7 **5. Reaction of Class Members**

8 There is tremendous support for the Settlement by the Class. When the deadline for Class
9 Members to file objections to the Settlement expired on March 21, 2026, there were zero
10 objections, and no untimely objections have been filed since then.³ Likewise, while a few class
11 members opted out when the notice of pendency was distributed (*i.e.*, before the Settlement was
12 reached), no additional class members have opted out since the Settlement’s terms were
13 announced. Courts regularly hold that “the absence of a large number of objections to a proposed
14 class action settlement raises a strong presumption that the terms of a proposed class settlement
15 action are favorable to the class members” and that this presumption “is particularly strong when
16 there is an absence of a single objection to a proposed class action settlement.” *Aldapa v. Fowler*
17 *Packing Co. Inc.*, 2023 WL 3853482, at *7 (E.D. Cal. June 6, 2023); *see also In re Packaged*
18 *Seafood Prods Antitrust Litig.*, 2024 WL 4875246, at *7 (S.D. Cal. Nov. 22, 2024) (reaction of
19 class favors settlement approval where there are no objections); *Low v. Trump Univ., LLC*, 246 F.
20 Supp. 3d 1295, 1304 (S.D. Cal. 2017) (one objection out of 8,253 potential Class Members “is
21 indicative of the fairness, adequacy, and reasonableness of the Settlement”); *Hester v. Vision*
22 *Airlines, Inc.*, 2014 WL 3547643, at *10 (D. Nev. July 17, 2014) (“[T]he fact that there are no
23 objectors or opt-outs to the Settlement Agreement demonstrates the fairness, reasonableness, and
24 adequacy of the Settlement.”); *DIRECTV, Inc.*, 221 F.R.D. at 529 (“The absence of a single
25

26
27 ³ After the March 21, 2026 deadline for opting out, one individual (through counsel) sent a
28 letter to the Court stating that he wished to opt out and seeking permission to do so after the
deadline had passed. However, A.B. Data and Class Counsel have determined that the individual
is not a class member, which has been communicated to him. *See* Miller Dec. ¶ 22 n.2.

1 objection to the Proposed Settlement provides further support for final approval of the Proposed
2 Settlement.”).

3 Throughout the notice period, class members have responded with overwhelming support
4 for the settlement. Class Counsel have spoken directly with many appreciative class members, and
5 they have received many email and text messages of gratitude for the settlement itself and for
6 assistance with the claims filing process. Joint Dec. ¶ 8.

7 **D. The Settlement Treats All Class Members Equitably**

8 The final Rule 23(e)(2) factor turns on whether the Settlement “treats class members
9 equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could include
10 whether the apportionment of relief among class members takes appropriate account of differences
11 among their claims, and whether the scope of the release may affect class members in different
12 ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(C) and (D) advisory
13 committee’s note to 2018 amendment.

14 Here, the Settlement treats all Class Members equitably with an allocation methodology
15 designed to specifically account for potential differences in the valuation of their claims. The
16 Settlement Agreement does not discriminate between any segments of the class, and all Class
17 Members are entitled to individualized monetary relief based on the amount of time worked as a
18 volunteer coach, the sport in which they worked, the school at which they worked, and the
19 compensation of paid coaches in the school, sport, and year(s) in which the Class Member worked.
20 While different Class Members will receive different amounts, those differences are based on
21 relevant factors that, in the judgment of Dr. Ashenfelter and Class Counsel (and as reflected in
22 similar precedent) fairly reflect the contours of the labor market and the but-for compensation each
23 Class Member would have received absent the Wage Fix. Moreover, no Class Members will
24 receive less than \$5,000, which provides a floor for compensation and ensures that all Class
25 Members are eligible for substantial, meaningful relief.

26 **II. The Court Should Approve the Plan of Allocation.**

27 Plaintiffs also respectfully request that the Court approve the Plan of Allocation, originally
28 filed at ECF 159-1 at 37-46 and refiled as Exhibit 2 to this motion. The proposed Plan of Allocation

1 is unchanged from that submitted in connection with preliminary approval and, as described above,
2 sets forth a methodology that fairly allocates the Net Settlement Fund among Class Members based
3 on the facts that likely would have influenced their compensation absent the alleged restraint. *See*
4 *supra* Part I.C.3. In addition, no Class Member will receive less than \$5,000, ensuring that all Class
5 Members receive meaningful relief. Plaintiffs thus request that the Court enter an order approving
6 the Plan of Allocation, and have provided a proposed order to that effect as Exhibit 3 to this motion.

7 **III. The Court Should Appoint Huntington Bank as Escrow Agent.**

8 The Class requests that The Huntington National Bank (“Huntington”) be appointed as the
9 Escrow Agent. The Settlement Agreement requires Defendant to make three equal payments of
10 \$101 million into a court-approved, interest-bearing Qualified Settlement Fund (“QSF”) pursuant
11 to Internal Revenue Code § 468B and the Treasury Regulations promulgated thereunder. *See* ECF
12 159-1 at 20. Each payment will be held in escrow, and will accrue interest on behalf of the class,
13 during any time period between the deposit and the distribution of the corresponding payments to
14 class members. Huntington Bank is a highly respected bank that has served as escrow agent in
15 many other antitrust class actions. *See, e.g., Le v. Zuffa, LLC*, No. 15-cv-1045, ECF 1053 (D. Nev.
16 Oct. 23, 2024) (order granting preliminary approval motion and appointing Huntington Bank as
17 escrow agent); *In re Opana ER Antitrust Litig.*, No. 14-cv-10150, ECF 1069 (N.D. Ill. Aug. 24,
18 2022) (same); *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practice and Antitrust*
19 *Litig.*, No. 17-md-2785, ECF 2594 (D. Kan. Mar. 11, 2022) (same). Plaintiffs respectfully request
20 that it be appointed as the Escrow Agent here, as reflected in the Proposed Final Judgment attached
21 as Exhibit 4 to this motion.

22 **CONCLUSION**

23 For the foregoing reasons, the Court should grant Plaintiffs’ motion for final approval,
24 approve the Plan of Allocation, and appoint Huntington Bank as Escrow Agent.

1 DATED: April 6, 2026

Respectfully submitted,

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*Attorneys for Plaintiffs Shannon Ray, Khala Taylor,
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Individually and on Behalf of All Those Similarly Situated*

**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

**DECLARATION OF ERIC J. MILLER
REGARDING DISSEMINATION OF
NOTICE**

Judge: Hon. William B. Shubb

1 I, Eric J. Miller, declare as follows:

2 1. I am the Senior Vice President of A.B. Data, Ltd.’s Class Action Administration
3 Company (“A.B. Data”), whose corporate office is located in Milwaukee, Wisconsin. My business
4 address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, Florida 33418, and my telephone
5 number is 561-336-1801.

6 2. This Declaration is based upon my personal knowledge and upon information
7 provided by my associates and staff members. I have personal knowledge of the facts set forth and
8 if called as a witness, could and would testify competently thereto.

9 3. Pursuant to the Court’s Memorandum and Order re: Plaintiff’s Motion for Preliminary
10 Approval of Class Action Settlement (the “Preliminary Approval Order”), A.B. Data was responsible
11 for effectuating notice pursuant to the Notice Plan approved by the Court. This Declaration details the
12 steps taken by A.B. Data, which consisted of the following: a) direct notice to potential Class
13 Members using data provided by Class Counsel; b) a digital advertising campaign to reach Class
14 Members; c) a news release disseminated over *PR Newswire* and *Business Wire*; and d) a toll-free
15 telephone number and case-specific website to address potential inquiries.

16 **CAFA**

17 4. A.B. Data was responsible to provide notice as required by Class Action Fairness
18 Act, 28 U.S.C. § 1715 et seq. (“CAFA”).

19 5. On January 12, 2026, A.B. Data caused forty-nine (49) CAFA Notices to be sent
20 via the United States Postal Service (“USPS”) Priority Mail or Certified Mail (where Priority Mail
21 was not available) and three (3) via e-mail as requested by certain States, to the United States
22 Attorney General, the Attorneys General of each of the 50 States and the District of Columbia, and
23 the Attorneys General of the recognized U.S. Territories. The CAFA Notices included a website
24 link and QR code that directed the recipient to a website that included all documents and
25 information as required by CAFA. A copy of the CAFA Notice is attached as **Exhibit A**.

26 **DIRECT NOTICE**

27 6. Class Counsel provided A.B. Data with a list of available names, schools, sports,
28 email addresses, and/or mailing addresses for known Class Members to effectuate direct notice.

1 The data was electronically processed to consolidate duplicate records, and the unique potential
2 Class Member names and contact information are being stored in our secure notice database for
3 purposes of providing notice.

4 7. On January 20, 2026, A.B. Data mailed the postcard notice (the “Postcard Notice”)
5 via United States Postal Service (“USPS”) First-Class Mail to 6,772 mailing addresses on file to
6 maximize outreach to potential Class Members. A.B. Data also mailed the Long Form Notice to
7 the universities and various outreach sources to help disseminate the information to potential Class
8 Members. A copy of the Postcard Notice is attached hereto as **Exhibit B** and the Long Form Notice
9 is attached as **Exhibit C**.

10 8. For any Postcard Notice returned to A.B. Data by the USPS as undeliverable as
11 addressed (“UAA”) with a forwarding address provided, A.B. Data promptly remailed the notice
12 to the forwarding address. For any UAA Postcard Notice returned with no forwarding address
13 provided, A.B. Data searched for an updated address using an information provider to which we
14 subscribe. If an updated address was located, A.B. Data promptly remailed the Postcard Notice to
15 the updated address.

16 9. On January 20, 2026, A.B. Data sent the Short-Form Notice, in the form of an email
17 (“Email Notice”), to Class Members for whom an email address was available. Where multiple
18 email addresses were identified for a single Class Member, A.B. Data transmitted the Email Notice
19 to each available email address to maximize the likelihood of successful delivery. A copy of the
20 Email Notice is attached hereto as **Exhibit D**.

21 10. In advance of initiating the email campaign, A.B. Data performed several tasks to
22 maximize deliverability and avoid SPAM and junk filters. These tasks included running the list of
23 recipient email addresses through a deliverability analysis to ensure the email addresses are valid,
24 and working with our contacts at the email service providers to develop sending strategies to
25 achieve optimal deliverability. A.B. Data also incorporated certain best practices to maximize
26 deliverability, such as ensuring no inclusion of words or phrases known to trigger SPAM or junk
27 filters and not including attachments to the email. A.B. Data also worked with the firm TargetSmart
28 to identify updated or additional email and mailing addresses for potential class members.

1 11. The Postcard Notice and Email Notice included a unique Claim ID and
2 Identification Number that Class Members may use when submitting their Claim Forms. When
3 these identifiers are entered, the Class Member's information, as provided by the schools, is
4 automatically populated, allowing the Class Member to review, confirm, and submit the Claim
5 Form with minimal additional input.

6 **MEDIA NOTICE**

7 12. Beginning on January 20, 2026, A.B. Data caused digital banner ads and social
8 media newsfeed ads to appear on various websites and social media platforms for 30 days. Over
9 11 million impressions were delivered to potential Class Members. (*A digital impression* refers to
10 a single instance in which a piece of digital content—such as an advertisement, social media post,
11 or webpage—is displayed on a user's screen. It indicates that the content was rendered and had the
12 potential to be seen, regardless of whether the user actively engaged with it.) When clicked, the
13 banners directed potential Class Members to the case website
14 (NCAAVolunteerCoachLawsuit.com). The following digital and social media networks were
15 included in the campaign: Google Display Network, YouTube, Facebook, Instagram, Reddit, X,
16 LinkedIn, Adwords & Media Outreach. Sample banner ads are attached as **Exhibit E**.

17 13. In addition to the direct notice and paid media, A.B. Data caused a news release via
18 *PR Newswire's* US1 Newsline and *Business Wire's* Sports Wire Circuit to help the case gain more
19 attention from the media and potential Class Members.

20 14. Additional outreach efforts were utilized to increase Class Member awareness and
21 encourage individuals to share information about the Settlement via word-of-mouth. A.B. Data
22 contacted (via mail and/or email) the Athletics Departments and General Counsel of Division I
23 schools to request that they post the Notice on their own athletic websites and/or otherwise provide
24 the Notice by mail or email to anyone employed by them in the Volunteer Coach position during
25 the class period.

26 15. A.B. Data reached out to other organizations, coaching associations, influencers,
27 and media outlets to request that they share this information on their websites, electronic
28 communication, or other social media sites.

EXHIBIT A



January 12, 2026

Via USPS Priority Mail and Email

The United States Attorney General

RE: CAFA Notice of Proposed Class Action Settlement:

Ray v. NCAA

No. 1:23-cv-00425 (E.D. Cal.)

Dear Madam or Sir:

This Notice is being provided to you on behalf of Plaintiffs, pursuant to the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”), to advise you of a proposed class action settlement between the Defendant National Collegiate Athletic Association and Plaintiffs in the above-referenced action (the “Action”). Plaintiffs’ Motion for Preliminary Approval of Settlement and Memorandum of Support was filed with the Court on November 10, 2025. On January 6, 2026, the Court granted preliminary approval of the proposed settlement and scheduled a hearing for final approval of the settlement on May 11, 2026 at 1:30 p.m. at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, California. 28 U.S.C. § 1715(b)(2).

Copies of all materials filed in the Action are electronically available on the Court’s Pacer website found at <https://pcl.uscourts.gov>. In accordance with 28 U.S.C. § 1715(b), please see the below information and find copies of the following documents associated with this action at <https://bit.ly/NCAACAFA> or by scanning this QR code:



Exhibit Description

1. ECF No. 1 – Class Action Complaint, filed March 21, 2023.
2. ECF No. 84 –Second Amended Class Action Complaint, filed October 29, 2024.
3. ECF No. 159 –Plaintiffs’ Motion for Preliminary Approval of Settlement and Memorandum in Support, filed November 10, 2025.
 - (1) ECF No. 159-1 – Joint Declaration of Dennis Stewart, Robert Gralewki, and Michael Lieberman in Support of Plaintiffs’ Motion for Preliminary Approval, filed November 10, 2025.

Exhibit 1	Settlement Agreement
Exhibit 2	Proposed Plan of Allocation
 - (2) ECF No. 159-2 – Declaration of Orley Ashenfelter, filed November 10, 2025.
 - (3) ECF No. 159-3 – Declaration of Elaine Pang in Support of Plaintiffs’ Motion for Preliminary Approval of Settlement, filed November 10, 2025.

Exhibit A	Proposed Short-Form Notice
Exhibit B	Proposed Postcard Notice
Exhibit C	Proposed Long-Form Notice
Exhibit D	Proposed Proof of Claim and Release Form
Exhibit E	Proposed Banner Ads
Exhibit F	Estimated Costs
 - (4) ECF No. 159-4 – Proposed Order Granting Motion for Preliminary Approval of Settlement, filed November 10, 2025.
4. ECF No. 161 – Plaintiffs’ Amended Notice of Motion for Preliminary Approval of Settlement, filed November 12, 2025.
5. ECF No. 163 – Memorandum and Order Re: Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed January 6, 2026.

To be added to our email list to receive CAFA correspondence digitally, please email help@abdataclassaction.com and we will add you to our email list.

There are no contemporaneous agreements between counsel for the Plaintiffs and counsel for the Defendant in conjunction with the proposed settlement other than the Settlement Agreement. 28 U.S.C. § 1715(b)(5).

There is no final judgment or notice of dismissal yet. 28 U.S.C. § 1715(b)(6).

As defined in the settlement papers presented to the Court, the “Class,” means All 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.

A count of the estimated number of Class Members in each State is available as Exhibit 6, at the link above. Subject to Court approval, the total Settlement Fund will be allocated amongst the Class Members that submit a Proof of Claim and Release Form in accordance with the proposed Plan of Allocation. See 28 U.S.C. §§ 1715(b)(7)(A)-(B). It is not possible at this time to provide the estimated proportionate share of the claims of putative class members residing in any state in relation to the entire settlement amount because the claim filing process is not yet complete. See *id.* Some of this information could become available to the Plaintiffs after class members submit claim forms.

There are no written judicial opinions relating to the materials described under subparagraphs (3) through (6) of the notice statute. 28 U.S.C. § 1715(b)(8).

If you have any questions for counsel regarding this Notice, the Action, or the materials provided with this Notice, please contact Co-Lead Class Counsel: Dennis Stewart, Gustafson Gluek PLLC, dstewart@gustafsongluek.com, (619) 585-3299; Robert J. Gralewski, Jr., Kirby McNerney LLP, BGralewski@kmlp.com, (619) 784-1442; or Michael Lieberman, Fairmark Partners, LLP, michael@fairmarklaw.com, (818) 585-2903.

Sincerely,

A.B. DATA, LTD.
Claims Administrator on behalf of Plaintiffs
Email: help@abdataclassaction.com

EXHIBIT B

Legal Notice

**Did You Work as a Volunteer Coach in an
NCAA Division I Athletics Program in a
Sport Other Than Baseball Between
March 17, 2019 and June 30, 2023?
You Could Get Money from a \$303 Million
Settlement**

Records show you may be affected by a proposed settlement with National Collegiate Athletic Association (“NCAA”) in a class action antitrust lawsuit filed on behalf of former “volunteer” coaches in NCAA Division I sports other than baseball. This court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The lawsuit claims that NCAA Bylaws that prohibited schools from paying wages, salaries, or benefits to Division I coaches designated as “volunteer coaches” violated the federal antitrust laws. This rule was in effect from 1992 until July 1, 2023. Five former Division I volunteer coaches (“Plaintiffs”) prosecuted this lawsuit on behalf of the Class. NCAA denies it did anything wrong. The Court has not decided whether the Plaintiffs or NCAA are correct about whether NCAA violated the law. But litigation involves risks to both sides, and therefore Plaintiffs and NCAA have agreed to the Settlement to resolve the case and get benefits to the Class. The Settlement website is www.NCAAVolunteerCoachLawsuit.com.

Ray v. NCAA Volunteer Coach Settlement
c/o A.B. Data, Ltd.
P.O. Box 173059
Milwaukee, WI 53217

Postmaster: Please DO NOT Cover Up Barcode

<<Barcode>>

CLAIM ID: <<uniqueid1>>

IDENTIFICATION NUMBER: << uniqueid2>>

<<Mailing Address>>

Are you included? Generally, you are included in the Settlement if you are a person who, for any period of time between March 17, 2019, and 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.

What does the Settlement provide? NCAA will pay \$303,000,000 into a Settlement Fund, making three payments over two calendar years, to resolve all claims against it in this lawsuit. If you submit a valid Claim, you will receive a share of this money, also in three payments. If the Court approves this Settlement, the following amounts will be deducted from the Settlement Fund: (i) any Court-awarded attorney’s fees (up to 30% of the Settlement Fund) and costs and expenses (up to \$5 million); (ii) any Court-awarded service awards for the five Class Representatives (up to \$25,000 each); and (iii) the fees and expenses for Settlement administration. The minimum amount to be paid (before fees and costs) per Class Member who files a valid claim will be \$5,000.

How do I get a payment? If you are included (and do not exclude yourself), you must submit a claim form online or by mail (postmarked) no later than **June 2, 2026** to receive your share of money from the Net Settlement Fund. Claim Forms are available on the Settlement website, by calling 1-877-390-3148, or emailing info@ncaavolunteercoachlawsuit.com. If your claim is valid, you will get a payment from the Settlement Fund. Your payment amount will depend on the school, sport, and year(s) in which you worked, the number of valid claims, the wages of the lowest paid coach on your team, the amount of court-approved deductions, and other factors.

What are my rights? If you do nothing or if you participate in the Settlement, you will be bound by the Court’s decisions and cannot sue NCAA or any Released Defendant Parties yourself for the Released Claims (defined in the Settlement Agreement). If you want to keep your right to sue NCAA or any Released Defendant Parties yourself for the Released Claims, you must exclude yourself from the Settlement by **[DATE]**. If you exclude yourself, you cannot get a payment from the Settlement. If you stay in the Settlement, you may object to it, the proposed Plan of Allocation, and/or the requests for attorney’s fees and expenses and service awards by **March 21, 2026**. Please visit www.NCAAVolunteerCoachLawsuit.com for more information about how to file a claim, exclude yourself, or object. The Court will hold a hearing in this case (*Ray v. NCAA*, No. 1:23-cv-00425) on **May 11, 2026 at 1:30 p.m. PT** to consider if it will approve the Settlement, the Plan of Allocation, or requests for attorney’s fees, reimbursement of litigation expenses, and service awards for the class representatives. You or your own lawyer may appear and speak at the hearing at your own expense.

For more information: **1-877-390-3148** or www.NCAAVolunteerCoachLawsuit.com

EXHIBIT C

Legal Notice

Did You Work as a Volunteer Coach in an NCAA Division I Athletics Program in a Sport Other Than Baseball Between March 17, 2019 and June 30, 2023?

You Could Get Money from a \$303 Million Settlement.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of California (the “Court”). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

Please read this entire notice carefully. Your rights may be affected by the proceedings in this action. This notice advises you of your rights and options with respect to the action, including what you must do if you wish to share in the proceeds of the Net Settlement Fund. To claim your share of the Net Settlement Fund, your claim form must be postmarked or electronically submitted by **June 2, 2026**.

TO: All persons who, from March 17, 2019 to June 30, 2023 (“Class Period”), worked for an NCAA Division I sports program other than baseball in the position of “volunteer coach,” as designated by NCAA Bylaws.

The purpose of this Notice is to inform you of a proposed settlement in this Action (the “Settlement”) with Defendant National Collegiate Athletic Association (“NCAA”). Plaintiffs entered into the Settlement Agreement with NCAA on November 10, 2025.

If approved by the Court, the Settlement will resolve a lawsuit alleging that certain NCAA Bylaws that prohibited schools from paying wages, salaries, or benefits to Division I coaches designated as “volunteer coaches” violated federal antitrust law. If approved, the Settlement will avoid litigation costs and risks to Plaintiffs and NCAA and will release NCAA from liability to members of the Class. The Court has not decided whether NCAA did anything wrong, and NCAA denies any wrongdoing. *See* Question 4.

The Court has preliminarily approved the Settlement. To resolve all Released Claims against all Released Parties, NCAA has agreed to pay a total of \$303 million U.S. Dollars in three (3) equal payments. Class Members who do not opt out of the Settlement will release their claims against NCAA and the Released Parties.

The following table contains a summary of your rights and options regarding the Settlement. More detailed information about your rights and options can be found in the Settlement Agreement and Plan of Allocation, both of which are available at www.NCAAVolunteerCoachLawsuit.com (the “Settlement Website”).

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FILE A CLAIM FORM	<p>The only way to receive your share of the Net Settlement Fund is to complete and submit a timely and valid Claim Form to the Settlement Administrator. Electronic Claim Forms must be submitted, or mailed Claim Forms must be postmarked, by June 2, 2026. <i>See</i> Question 12.</p> <p>The Claim Form is available at www.NCAAVolunteerCoachLawsuit.com.</p>
DO NOTHING	<p>If you do nothing in connection with this Settlement, you will receive no payment from the Settlement <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the settlement release. You will give up your rights to sue NCAA or any Defendant Released Parties on your own about the claims in this lawsuit and all Released Claims. <i>See</i> Question 18. To receive your share of the Net Settlement Fund, you must submit a Claim Form.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you wish to exclude yourself from the Settlement, you must submit by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within 60 or fewer calendar days of mailing) or deliver a written request to the Settlement Administrator by March 21, 2026. If you exclude yourself, you will not be bound by the Settlement, if approved, or settlement release, and you will not be eligible for any payment from the Settlement. <i>See</i> Questions 20 - 25. This is the only option that allows you to be part of any other lawsuit against NCAA or any Defendant Released Parties about the claims in this lawsuit or the Released Claims.</p>
OBJECT TO THE SETTLEMENT	<p>If you wish to object to the Settlement, you must file a written objection with the Court and provide copies to Class Counsel by March 21, 2026. You must stay in the Class to object. <i>See</i> Questions 26 and 27.</p>
GO TO THE FAIRNESS HEARING	<p>You may ask the Court for permission to speak about the Settlement at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and provide copies to Class Counsel so that it is received by March 21, 2026. The Fairness Hearing is scheduled for May 11, 2026 at 1:30 p.m. <i>See</i> Questions 31- 33. You may enter an appearance through your own counsel at your own expense. <i>See</i> Question 33.</p>

These rights and options and the deadlines to exercise them are explained in this Notice. The

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

capitalized terms used in this Notice are explained or defined below or in the Settlement Agreement, which is available on the Settlement Website, www.NCAAVolunteerCoachLawsuit.com.

Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

The Court has appointed the lawyers listed below (“Class Counsel”) to represent you and the Class in this Action:

Dennis Stewart
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dstewart@gustafsongluek.com

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Kirby McInerney LLP
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San Diego, CA 92101
BGralewski@kmlp.com

Michael Lieberman
Fairmark Partners, LLP
400 7th Street NW, Suite 304
Washington, DC 20004
michael@fairmarklaw.com

Please regularly visit the Settlement Website, which can be found at www.NCAAVolunteerCoachLawsuit.com, for updates about the Settlement.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions should be directed to:

Ray v. NCAA Volunteer Coach Settlement
c/o A.B. Data, Ltd.
PO Box 173059
Milwaukee, WI 53217
Tel: (877) 390-3148
Email: info@ncaavolunteercoachlawsuit.com
Website: www.NCAAVolunteerCoachLawsuit.com

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more people, called representative plaintiffs or “Class Representatives,” bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendant. The Class Representatives, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all Class Members are adequately represented.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in this Settlement with NCAA, the court will require that the members of the class (“Class Members”) be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlement with NCAA before the Court decides whether to approve the Settlement. Your legal rights are affected whether you act or not.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and Plan of Allocation and to consider requests for awards of attorneys’ fees, litigation expenses and costs, and any Service Awards for Class Plaintiffs from the Settlement Fund.

Judge William B. Shubb of the United States District Court for the Eastern District of California is overseeing this case. This lawsuit is currently known as *Ray v. NCAA*, No. 1:23-cv-00425. The people who sued are called the “Plaintiffs.” NCAA is the “Defendant.”

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulation and Agreement of Settlement with NCAA (the “Settlement Agreement”).

The Settlement Agreement and the Court’s Preliminary Approval Order are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreement and the Court’s Preliminary Approval Order.

4. What Is This Action About?

Plaintiffs allege that the NCAA and member schools agreed, in the form of an NCAA bylaw, to prohibit the payment of compensation or benefits to a category of coaches designated under NCAA

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Division I bylaws as “Volunteer Coaches.” The rule, officially found at NCAA Bylaw 11.7.6, was in effect from 1992 until July 1, 2023. Plaintiffs claim that this prohibition was an illegal wage-fixing conspiracy under Section 1 of the Sherman Act and the people who worked in that position during the class period were injured by that alleged conspiracy.

A copy of the Complaint is available at www.NCAAVolunteerCoachLawsuit.com. The NCAA’s motion to dismiss the case was denied by the Court on July 27, 2023. Plaintiffs’ motion for class certification was granted on March 10, 2025.

NCAA has denied all allegations of wrongdoing in this lawsuit.

5. What Is The History Of This Action?

On March 21, 2023, Plaintiffs Shannon Ray, Joseph Colon, and Kyle McKinley filed the initial complaint alleging the misconduct described above in the U.S. District Court for the Eastern District of California. On May 4, 2024, Plaintiffs filed an amended complaint. On May 23, 2023, the NCAA filed motions to dismiss and to transfer venue. The Court denied those motions on July 27, 2023. The action was subsequently prosecuted by Plaintiffs Shannon Ray, Khala Taylor, Peter Robinson, Rudy Barajas, and Katie Sebbane who, on March 10, 2025, were appointed by the Court as the representatives of the certified Class (the “Representative Plaintiffs”).

The Parties engaged in extensive party and third-party discovery efforts. Notably, Class Counsel issued more than 400 subpoenas to Division I colleges and universities for the purpose of identifying the Class Members and obtaining data relating to paid coaches. Plaintiffs deposed employees and officers of NCAA, NCAA member conferences, and NCAA member schools, as well as NCAA’s economic expert.

Plaintiffs filed the operative second amended complaint on October 29, 2024. On November 1, 2024, Plaintiffs filed their motion for class certification. Defendants’ responses were filed on December 20, 2024. Plaintiffs filed their reply brief in support of class certification on January 31, 2025. The Court granted Plaintiff’s class certification motion on March 11, 2025.

On June 30, 2025, Plaintiffs moved for Partial Summary Judgment. On August 15, 2025, NCAA opposed the motion and on September 9, 2025, Plaintiffs filed their Reply. Prior to the Settlement, the Court was scheduled to hear argument on the summary judgment on October 14, 2025.

Settlement efforts were hard fought. Prior to class certification being granted, the Parties participated in a full day mediation session in July 2024 facilitated by Fouad Kurdi, Esq. (Resolutions LLC). The Parties did not reach a resolution and litigation efforts continued. During the pendency of the Summary Judgment motion, the Parties resumed settlement negotiations. On October 10, 2025, the Parties participated in a full day mediation session that was facilitated by Miles Ruthberg, Esq. (Phillips ADR Enterprises), which resulted in the proposed settlement.

The NCAA has denied all allegations of wrongdoing in this lawsuit and would continue to assert numerous defenses to Plaintiffs’ claims in the Action against it were it to proceed.

6. Why Is There A Settlement?

Plaintiffs and Class Counsel believe that Class Members have been damaged by the NCAA's conduct. Defendant believes that it has meritorious defenses to Plaintiffs' allegations and Plaintiffs' claims would have been rejected at trial, or on appeal. As a result, NCAA believes Class Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Plaintiffs or NCAA. Instead, Plaintiffs and Class Counsel engaged in mediation with NCAA to reach a negotiated resolution of the Action. The Settlement allows both sides to avoid the risks and costs of further litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, the Settlement will permit eligible Class Members who file timely and valid Claim Forms to receive compensation, rather than risk ultimately receiving nothing. Class Representatives and Class Counsel believe the Settlement is in the best interest of all Class Members.

If the Settlement is approved, the Action will be terminated. If the Settlement is not approved, NCAA will remain as the Defendant in the Action, and Class Plaintiffs will continue to pursue their claims.

WHO GETS MONEY FROM THE SETTLEMENT

7. How Do I Know If I Am A Class Member?

The Court previously certified the following Class:

All 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.

You are in the Settlement if you are in the certified Class.

8. Are There Exceptions To Being Included In The Class?

If you meet the definition of the Class above, you are a Class Member. If you do not want to remain in the Class, and do not want a payment from the Settlement, then you must take steps to exclude yourself from the Class. This is also sometimes referred to as "opting out" of a class. *See* Question 21.

If you exclude yourself from the Class, you will be free to sue the NCAA or any of the other Released Parties on your own for the claims being resolved by the Settlement. However, you will not receive any money from the Settlement, and Class Counsel will no longer represent you with respect to any claims against the NCAA.

9. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call toll-free 1-877-390-3148 (if calling from outside the United States or Canada, call 414-921-2319) or visit the Settlement Website, www.NCAAVolunteerCoachLawsuit.com for more information. You may also send questions to the Settlement Administrator at *Ray v. NCAA Volunteer Coach Settlement*, c/o A.B. Data, Ltd., P.O. Box 173059, Milwaukee, WI 53217.

THE SETTLEMENT BENEFITS

10. What Does The Settlement Provide?

If the Settlement is approved, NCAA will pay \$303,000,000 in cash across three equal payments over two calendar years to resolve all Class Members' claims against NCAA and all Defendant Released Parties for the Released Claims (as defined in the Settlement Agreement).

The Net Settlement Fund—which will consist of the total Settlement Fund less court-approved attorneys' fees, costs, expenses, and service awards—will be divided among all Class Members who file timely and valid Claim Forms.

11. What are the Settlement benefits being used for?

NCAA will pay a total \$303 million into a Settlement Fund to make payments to eligible Class Members, and any Court-approved attorneys' fees, costs, and expenses; service awards to the Class Representatives (*see* Question 30) and costs to notify the Class and administer the Settlement.

Class Counsel will file a motion by April 6, 2026, in which they will ask the Court to award up to 30% of the Settlement Fund in attorneys' fees, costs and expenses up to \$5 million, and up to \$25,000 in service awards for each of the Class Representatives. A portion of the Settlement Funds will also be used to pay notice and claims administration costs.

A copy of the motion for attorneys' fees and service awards will be available on the Settlement Website. The Net Settlement Fund will be distributed to Class Members who submit timely and valid Claim Forms and who have not excluded themselves from the Settlement pursuant to the Plan of Allocation, which is available on the Settlement website.

12. How Will I Get A Payment?

If you are a Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Fund. Claim Forms must be submitted online at the Settlement Website, www.NCAAVolunteerCoachLawsuit.com, no later than **June 2, 2026**, or postmarked by that same date and mailed to:

Ray v. NCAA Volunteer Coach Settlement
c/o A.B. Data, Ltd.
PO Box 173059
Milwaukee, WI 53217

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a “Confirmation of Claim Receipt,” which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your work as volunteer coach. If there are discrepancies or incomplete data relating to your employment during the Class Period, having data and documentation may be important to substantiating your Claim Form. If you do not file a Claim Form, you will not receive any payment from the Settlement.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Plan of Allocation, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made.

If your claim is valid, you will get a payment from the Net Settlement Fund. Your payment amount will depend on the school, sport, and year(s) in which you worked, the number of valid claims, the wages of the lowest paid coach on your team, the amount of court-approved deductions, and other factors. Valid claimants will receive a minimum \$5,000 payment. For more information on the Plan of Allocation, *see* Question 15.

14. What Happens If There Are Funds Remaining After Distribution?

If there are any funds remaining after all Settlement distributions are made, those funds will be distributed to an organization approved by the Court. No remaining funds will be returned to NCAA.

15. What Is The Plan of Allocation?

The Plan of Allocation is available for review on the Settlement Website, www.NCAAVolunteerCoachLawsuit.com. Changes, if any, to the Plan of Allocation based on newly available data or information or any Court Order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Plan of Allocation.

16. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **May 11, 2026** to decide whether to approve the Settlement and Plan of Allocation (*see* Question 15). Even if the Court approves the Settlement and Plan of Allocation, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude. The Settlement Agreement contemplates the payout of claims over 3 payments, the first to occur no earlier than **August 15, 2026** and the remaining payments one and two years respectively after that date.

Please be patient; status updates will be posted on the Settlement Website.

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

17. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, they will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Class Counsel will submit them to the Court, and the Court will make a final determination of the validity of your Claim Form.

As noted above: please keep records of all data and documentation related to your work as volunteer coach. Data and documentation may be needed to substantiate your Claim Form.

18. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against the NCAA or any of the Released Parties. Upon the Effective Date of the Settlement, Plaintiffs and each of the Released Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Defendant Parties or Releasing Plaintiff Parties (collectively, "Released Parties" as defined in Settlement Agreement).

The capitalized terms used in this paragraph are defined in the Settlement Agreement, Preliminary Approval Order, or this Notice. For easy reference, certain of these terms are copied below:

Released Defendant Parties. "Released Defendant Party" or "Released Defendant Parties" or "Defendants' Released Persons" shall mean Defendant and its past or present officers, directors, trustees, employees, insurers, agents, committee members, member conferences, and member schools with any Division I sports program that designated a Class Member as a "volunteer coach" under the NCAA Bylaws during the Class Period in any Division I sport other than, or in addition to, Division I Baseball.

Releasing Plaintiff Parties. "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means Plaintiffs, all other Class Members who do not file valid requests for exclusion, Plaintiffs' Counsel, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

Released Parties. "Released Parties" shall mean Released Defendant Parties and Releasing Plaintiff Parties.

Released Claims. "Released Claims" shall mean any and all claims of the Releasing Plaintiff Parties or Released Defendant Parties that were asserted or could have been asserted against Released Defendant Parties or Releasing Plaintiff Parties for conduct during the Class Period arising out of the facts alleged in the Litigation, including for avoidance of doubt, any claim for unpaid wages, benefits, or bonuses, or any claim for

damages for lost opportunities, interference with contract, or restraint of trade, or any other claim, known or unknown, as well as any claims involving the institution, prosecution, and the defense of the Litigation. Released Claims include any claims that were asserted or could have been asserted against Released Defendant Parties or Releasing Plaintiff Parties for conduct during the Class Period for compensation, benefits, penalties or any other recovery on the theory that Plaintiffs or Class Members who do not opt out of the Settlement were employees of, or contractors for, any Released Defendant Parties, and thus include claims under state and federal minimum wage laws, the federal Fair Labor Standards Act, state and local wage and hour statutes and laws, including any claims under the California Labor Code and California Labor Code section 2698 et seq. specifically as well as California Business & Professions Code section 17200 and equivalent statutes from other states that could have been asserted based on the facts alleged in the Litigation.

The Settlement Agreement describes the specific claims you will give up (or “release”), so read it carefully. The Settlement Agreement is available at www.NCAAVolunteerCoachLawsuit.com. If you have any questions, you can talk to the lawyers listed in Question 29 for free, or you can talk to your own lawyer if you have questions about what this means.

19. What If I Do Nothing?

You are automatically a member of the Class if you fit the Class description and you did not previously exclude yourself. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlement. You will be bound by past and any future Court rulings, including rulings on the Settlement and release. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against NCAA or any of the other Released Parties on the basis of the Released Claims. Please *see* Question 18 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

20. What If I Do Not Want To Be In The Class?

If you are a Class Member, do not want to remain in the Class, and do not want a payment from the Settlement, then you must take steps to exclude yourself from the Class. This is also sometimes referred to as “opting out” of a class. *See* Question 21.

If you exclude yourself from the Class, you will be free to sue the NCAA or any of the other Released Parties on your own for the claims being resolved by the Settlement. However, you will not receive any money from the Settlement, and Class Counsel will no longer represent you with respect to any claims against the NCAA.

If you want to receive money from the Settlement, do not exclude yourself. You must file a Claim Form to receive any payment from the Settlement.

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

21. How Do I Exclude Myself?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be sent by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) or delivered so that it is received by **March 21, 2026**, to:

Ray v. NCAA Volunteer Coach Settlement - EXCLUSIONS
C/O A.B. Data, Ltd.
PO Box 173059
Milwaukee, WI 53217

Your letter should include:

- (a) Your name, address, and telephone number
- (b) A statement that you want to be excluded from the Class in *Ray v. NCAA*, No. 1:23-cv-00425 (E.D. Cal.)
- (c) Documents, evidence or other proof sufficient to prove you are a Class Member and worked as a volunteer coach from March 17, 2019 to June 30, 2023, and
- (d) Your signature (you must sign the letter).

If your Request for Exclusion does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or is not received by **March 21, 2026**, your request will be considered invalid and you will remain a Class Member bound by the Settlement, if approved.

If you submit a valid and timely Requests for Exclusion that meets the requirements above, you will be excluded from the Class and will have no rights under the Settlement, will not share in the distribution of the Net Settlement Fund, and will not be bound by the Settlement. You also will not be allowed to object to the Settlement or appear at the Fairness Hearing.

22. If I Do Not Exclude Myself, Can I Sue the NCAA And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself from this Class, you give up any right to sue the NCAA and the other Released Parties for the Released Claims that the Settlement resolves. If you decide to exclude yourself from this Class, your decision will apply to the NCAA and the other Released Parties.

23. If I Exclude Myself, Can I Get Money From The Settlement?

No. You will not get any money from the Settlement if you exclude yourself now (or if you previously excluded yourself).

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

24. If I Exclude Myself From The Settlement, Can I Still Object?

No. If you exclude yourself now (or if you previously excluded yourself), you are no longer a Class Member and may not object to any aspect of the Settlement.

25. If I Excluded Myself From The Class Previously, Do I Need To Exclude Myself Again?

No. If you excluded yourself previously from the Class, you do not need to exclude yourself again.

OBJECTING TO THE SETTLEMENT

26. How Do I Tell The Court What I Think About The Settlement?

If you are a Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlement. You can object to all or any part of the Settlement, Plan of Allocation, and/or request for Attorneys' Fees and Expenses, and any service awards for Class Representatives. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to object, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the District of Eastern District of California, Robert T. Matsui United States Courthouse, Room 4-200, 501 "I" Street, Sacramento, CA 95814 your notice of appearance and objection by **March 21, 2026**, and sending copies of your notice of appearance and objection to Class Counsel and the NCAA's Counsel at the following addresses:

Class Counsel:	NCAA's Counsel
Dennis Stewart Gustafson Gluek PLLC 600 West Broadway, Suite 3300 San Diego, CA 92101	Carolyn Hoecker Luedtke Munger Tolles & Olson LLP 560 Mission Street, 27th Floor San Francisco, CA 94105 Carolyn.Luedtke@mto.com
Robert J. Gralewski, Jr., Kirby McInerney LLP 1420 Kettner Blvd., Suite 100 San Diego, CA 92101	
Michael Lieberman Fairmark Partners, LLP 400 7th Street NW, Suite 304 Washington, DC 20004	

Any Class Member who does not enter an appearance will be represented by Class Counsel. If you choose to object, you must file a written objection.

You cannot object by telephone or email.

Your written objection must include:

- (a) The case name, *Ray v. NCAA*, No. 1:23-cv-00425 (E.D. Cal.);
- (b) Your name, address, email address;
- (c) Your lawyer's name and contact information (if you have one);
- (d) The reasons you object;
- (e) Documents, evidence or other proof sufficient to prove you are a Class Member and worked as a volunteer coach from March 17, 2019 to June 30, 2023;
- (f) A list of any witnesses, exhibits, or legal authority you want to present to the Court;
- (g) If you or your lawyer intend to appear at the Fairness Hearing;
- (h) A statement saying if your objection applies only to the you, to a part of the Class, or to the entire Class; and
- (i) a list of all class action settlements to which you and your lawyer have previously objected.

If you do not timely and validly submit your objection, your views may not be considered by the Court or any court on appeal.

27. If I Object To The Settlement, Can I Still File A Claim?

Yes. You may file a claim even if you object to, or comment on, the Settlement.

28. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain a Class Member and do not exclude yourself from the Class. Excluding yourself from the Class is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no right to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

29. Do I Have A Lawyer In This Case?

Yes. The Court has appointed the lawyers listed below to represent you and the other Class Members in this Action:

Dennis Stewart
Gustafson Gluek PLLC
600 West Broadway
Suite 3300
San Diego, CA 92101
dstewart@gustafsongluek.com

Robert J. Gralewski, Jr.,
Kirby McInerney LLP
1420 Kettner Blvd., Suite 100
San Diego, CA 92101
BGralewski@kmlp.com

Michael Lieberman
Fairmark Partners, LLP
400 7th Street NW, Suite 304
Washington, DC 20004
michael@fairmarklaw.com

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

These lawyers are called Class Counsel. Class Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

30. How Will The Lawyers Be Paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement provides that Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of no more than 30% of the Settlement Fund, plus payment of court-approved litigation expenses and costs up to \$5 million, plus interest. Class Representatives may also seek service awards from the Settlement Fund of up to \$25,000 per class representative (\$125,000 total).

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by April 6, 2026. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.NCAAVolunteerCoachLawsuit.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

31. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Fairness Hearing on **May 11, 2026, at 1:30 p.m.**, at the United States District Court for the for the Eastern District of California, at the Robert T. Matsui United States Courthouse, Courtroom 5, 14th floor, located at 501 I Street, Sacramento, CA 95814. The Fairness Hearing may be moved to a different date or time without notice to you; any changes to the date and time of the Fairness Hearing will be posted to the Settlement Website.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve the Plan of Allocation and requests for attorneys' fees, litigation expenses and costs, and any service awards for Class Representatives. If there are any objections, the Court will consider them at this time and may listen to people who have asked to speak at the hearing. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

32. Do I Have To Come To The Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk

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about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to attend, but you are not required to do so.

33. May I Speak At The Fairness Hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing, you may enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court your notice of appearance and objection, and sending copies to Class Counsel and NCAA's Counsel at the addresses in Question 26, so they are received no later than **March 21, 2026**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Class Counsel. You cannot request to speak at the Fairness Hearing by telephone or email unless the Fairness Hearing is conducted remotely.

GETTING MORE INFORMATION

34. How Do I Get More Information?

The Court has appointed A.B. Data as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlement and processing Claim Forms.

This Notice summarizes the Settlement Agreement. More details are in the Settlement Agreement and Plan of Allocation, which are available for your review at the Settlement Website, www.NCAAVolunteerCoachLawsuit.com. The Settlement Website also has answers to common questions about the Settlement, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-877-390-3148 (if calling from outside the United States or Canada, call 414-921-2319) or write to the Settlement Administrator at:

Ray v. NCAA Volunteer Coach Settlement

c/o A.B. Data, Ltd.

PO Box 173059

Milwaukee, WI 53217

Tel: (877) 390-3148

Email: info@ncaavolunteercoachlawsuit.com

Website: www.NCAAVolunteerCoachLawsuit.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at the Settlement Website or send it to the Settlement Administrator at the address above in case the Settlement Administrator needs to contact you.

******Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information.******

DATED: JANUARY 20, 2026

BY ORDER OF THE COURT

QUESTIONS? CALL (877) 390-3148 OR VISIT www.NCAAVolunteerCoachLawsuit.com

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

If you worked as a Volunteer Coach in an NCAA Division I athletics program in a sport other than baseball between 2019-2023, your rights may be affected by a class action lawsuit.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A class action lawsuit has been filed against the National Collegiate Athletic Association (NCAA) (“Defendant”).
- The lawsuit claims that certain NCAA rules that prohibited schools from paying wages, salaries, or benefits to Division I athletics coaches in sports other than baseball who were designated as “volunteer coaches” were anticompetitive.
- You may be included in the lawsuit if you worked as a “volunteer coach” for any NCAA Division I sports program other than baseball, any time between March 17, 2019 to June 30, 2023.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	If you do nothing, you are choosing to stay in the lawsuit. You will be eligible to share in any money that may be obtained through continued litigation or settlement. You will be bound by past and any future court rulings on, or settlement of, the claims against Defendant, and you will not be able to pursue these claims in a separate action.
EXCLUDE YOURSELF	If you exclude yourself from the lawsuit (<i>i.e.</i> opt out), you will not be able to share in any money that may be obtained in this case through continued litigation or settlement. You will not be bound by any past or future rulings against Defendant. You may pursue your own claims against Defendant at your own cost, if you choose to do so.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- Your legal rights are affected whether you act or not. Please read this entire Notice carefully.

BASIC INFORMATION**1. Why was this Notice issued?**

This Notice was issued because the Court has decided this lawsuit may proceed as a class action. This Notice explains the lawsuit, who is included, and your legal rights and options.

Judge William B. Shubb of the United States District Court for the Eastern District of California is overseeing this lawsuit. The case is titled *Ray v. NCAA*, Case No. 1:23-cv-00425 (originally filed under the title *Colon v. NCAA*). The people who initiated this case are called the Plaintiffs. The entity the Plaintiffs sued is called the Defendant. The Defendant in this case is the NCAA.

2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Shannon Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and Rudy Barajas) sue on behalf of people who have similar claims. Together, the Class Representatives and the people represented by them are called a Class or Class Members. One court resolves the claims of all Class Members, except for those who exclude themselves from the litigation.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3), which governs class actions in federal courts. Specifically, the Court found that:

- There are thousands of volunteer coaches affected by the litigation;
- There are questions of law and fact that are common to all of them;
- The Class Representatives' claims are typical of the claims of the rest of the Class;
- The Class Representatives, and the lawyers representing the Class, will fairly and adequately represent the Class's interests;
- The common factual and legal questions predominate over questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

THE CLAIMS IN THE LAWSUIT**4. What is this lawsuit about?**

Plaintiffs allege that the NCAA and member schools agreed, in the form of an NCAA bylaw, to prohibit the payment of compensation or benefits to a category of coaches in sports other than baseball, designated under the bylaws as "volunteer coaches." Plaintiffs claim that this prohibition was an illegal wage-fixing conspiracy under Section 1 of the Sherman Act and that the persons who worked in that position during the class period were injured by that alleged conspiracy. Plaintiffs seek damages on behalf of the Class measured by what the coaches' compensation would have been in the absence of the alleged illegal agreement.

A copy of the Second Amended Complaint is available at www.ncaavolunteercoachlawsuit.com. The NCAA's motion to dismiss the case was denied by the Court on July 27, 2023.

5. How does the Defendant answer?

The NCAA denies that the challenged bylaws violated the federal antitrust laws and denies that this case is properly brought as a class action. The NCAA also denies that members of the class were injured by the challenged bylaws.

Copies of Defendant's Answer as filed by the Defendant are available at www.ncaavolunteercoachlawsuit.com.

6. Has the Court decided who is right?

No, the Court has not decided whether the Class Representatives or Defendant are correct about whether Defendant violated the law. By deciding that this lawsuit may proceed as a class action and issuing this Notice, the Court is not suggesting that the Class Representatives will win or lose the case—only that the case may proceed as a class action. The Class Representatives must prove their claims at a trial.

7. What are the Class Representatives asking for on behalf of the Class?

The Class Representatives are asking for money damages on behalf of themselves and all members of the Class for the compensation they allege that they would have received if the NCAA and member schools had not fixed their wages at \$0.

There is no money available now and no guarantee there ever will be.

WHO IS INCLUDED?

8. How do I know if I am included in the lawsuit?

The lawsuit includes all persons who, for any period of time between March 17, 2019, and June 30, 2023, worked for a NCAA Division I sports program other than baseball in the position of “volunteer coach,” as designated by NCAA Bylaws.

YOUR RIGHTS & OPTIONS

9. What are my options?

You have two options:

- Do nothing, remain in the lawsuit, and await the outcome, or
- Exclude yourself (*i.e.* opt out) from the lawsuit.

10. What happens if I do nothing?

If you do nothing you are choosing to remain in the lawsuit. You will keep the right to share in any money or benefits that may come from a trial or settlement of this lawsuit. However, you will give up your right to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against the Defendant about the facts, events and legal issues raised or that could have been raised in this case. All of the Court’s orders in the case will apply to you and legally bind you. You will also be bound by any judgment in the lawsuit.

11. What happens if I ask to be excluded?

If you ask to be excluded or “opt-out” of the lawsuit, then you will not get any money or benefits from this lawsuit even if Plaintiffs obtain them as a result of trial or from any settlement. However, you will not be legally bound by any of the Court’s orders in this class action or any judgment or release entered in this lawsuit. You will keep your right to start another lawsuit, continue another lawsuit, or be part of another lawsuit against Defendant in the future about the facts, events and legal issues in this case. If you exclude yourself so that you can start, or continue, your own lawsuit against Defendant, you should consider talking to your own lawyer before making that decision, because your claims may be subject to a statute of limitations defense, which means your individual claims may be subject to expiration.

12. How do I opt out?

To exclude yourself you must send a letter to the Class Certification Notice Administrator (“Notice Administrator”) stating that you want to be excluded from the Class in *Ray v. NCAA*, Case No. 1:23-cv-00425. Your letter must include your name, address, telephone number, and your signature.

You must mail your exclusion request to the Notice Administrator, so it is postmarked by **October 1, 2025** to:

NCAA Volunteer Coaches Lawsuit
EXCLUSION
PO Box 173001
Milwaukee, WI 53217

13. How do I stay up to date on the status of the lawsuit?

If you would like to be provided with updates about the lawsuit, including any compensation that may become available, go to www.ncaavolunteercoachlawsuit.com and enter your contact information. The information you provide will be used to send you updates as they become available.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

If you remain in the Class, yes, the Court has already appointed attorneys from the law firms Gustafson Gluek, Kirby McInerney, and Fairmark Partners to represent you and other Class Members. These law firms are called Co-Lead Counsel for the Class. More information about these law firms and lawyers can be found at <https://gustafsongluek.com>, <https://www.kmlp.com>, and <https://fairmarklaw.com>. You can contact Dennis Stewart of Gustafson Gluek at dstewart@gustafsongluek.com. You can contact Bob Gralewski of Kirby McInerney at bgralewski@kmlp.com. You can contact Michael Lieberman of Fairmark Partners at michael@fairmarklaw.com.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because the Court has appointed Co-Lead Counsel to represent the Class. However, if you wish to do so, you may hire your own lawyer at your own expense.

16. How will the lawyers be paid?

If Co-Lead Counsel obtains money or benefits for the Class, they will ask the Court to award them reasonable attorneys’ fees and reimbursement of expenses. If the Court grants Co-Lead Counsel’s request, these fees and expenses would either be deducted from any money obtained for the Classes or be paid separately by the Defendant.

THE TRIAL

17. How and when will I find out who is right?

At the present time, a trial is scheduled to begin in June 2026 at the United States District Court for the Eastern District of California, 501 I Street, Sacramento, California 95814. During the trial, a jury or the Judge will hear all of the evidence to reach a decision about whether the Class or Defendant are right about the claims in the lawsuit. The Court may also be presented with motions prior to the trial which could have an impact on the determination of the case.

18. Do I have to come to the trial?

No, you do not need to attend the trial. Co-Lead Counsel will present the case for the Class, and Counsel for the

19. Will I get money after the trial?

If the Co-Lead Counsel obtains money or benefits as a result of the trial or a settlement, a new Notice will be issued.

GETTING MORE INFORMATION

20. How do I get more information?

More information is available at www.ncaavolunteercoachlawsuit.com, by sending an email to info@ncaavolunteercoachlawsuit.com, by calling 877-390-3148 or by writing to *NCAA Volunteer Coaches Lawsuit* Notice Administrator, PO Box 173059, Milwaukee, WI 53217.

Complete copies of public pleadings, Court rulings, and other filings are also available by accessing the Court docket for this case, for a fee, through the Court's PACER system at <https://ecf.caed.uscourts.gov> or visiting the Clerk of the Court at the address listed above between 9:00 a.m. and 4:00 p.m. on Monday through Friday, excluding Court holidays.

EXHIBIT E

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 160x600

Landing Page

The screenshot shows a landing page with a dark red header containing navigation links: Home, File a Claim, Notice/FAQs, Court Documents, and Contact Information. Below the header is a disclaimer: "This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled Ray v. NCAA, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California." A prominent dark red button with white text reads "FILE A CLAIM HERE". Below this is a large dark red rectangular area. A white box with a dark red border contains the text "NCAA VOLUNTEER COACHES LAWSUIT" and a paragraph: "The lawsuit includes all persons who, for any period of time between March 17, 2019, and June 30, 2023, worked for a NCAA Division I sports program other than baseball in the position of "volunteer coach" as designated by NCAA Bylaws." At the bottom, a small disclaimer states: "The information contained on this web page is only a summary of information presented in more detail in the Class Notice ("Notice"). Since this website is just a summary, you should review the Notice for additional information."

The screenshot shows an Entrepreneur article. The header includes the Entrepreneur logo and navigation links: BUILD YOUR BUSINESS, START A SIDE HUSTLE, BUY A FRANCHISE, BUSINESS NEWS. A "Subscribe Now" button is in the top right. The article title is "How a College Football Contract Opened the Door to Helping Other Startups Launch". The sub-headline reads: "After landing the prized contract for digital infrastructure, this software founder paid it forward by creating a nationwide competition for early-stage startups." Below the text are buttons for "ADD ENTREPRENEUR" and "SHARE". A photo shows three people on a stage. Below the photo is the caption "Photo courtesy of CodeLaunch". The article includes a "Key Takeaways" section with two bullet points: "Jason W. Taylor leveraged his family's entrepreneurial background to launch several successful business ventures, including a software development firm and a tech startup accelerator competition." and "Taylor created the CodeLaunch startup competition to help nurture and provide no-cost tech development for other early-stage entrepreneurs, paying forward his own success." On the right side, there is a vertical advertisement for "Did you work as a VOLUNTEER COACH in NCAA Division I (other than baseball)? You Could Get Money from a \$303 Million Settlement FILE A CLAIM" with a "FILE A CLAIM" button and a small image of a man.

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 300x250

Landing Page

The screenshot shows a landing page with a dark red header containing navigation links: Home, File a Claim, Notice/FAQs, Court Documents, and Contact Information. Below the header is a dark grey bar with the text: "This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled *Ray v. NCAA*, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California". The main content area features a large dark red button labeled "FILE A CLAIM HERE". Below this is a dark red section with a white box containing the heading "NCAA VOLUNTEER COACHES LAWSUIT" and a paragraph of text: "The lawsuit includes all persons who, for any period of time between March 17, 2019, and June 30, 2023, worked for a NCAA Division I sports program other than baseball in the position of "volunteer coach," as designated by NCAA. Bylaws." At the bottom, a small disclaimer states: "The information contained on this web page is only a summary of information presented in more detail in the Class Notice ("Notice"). Since this website is just a summary, you should review the Notice for additional information."

The screenshot shows a Reuters article titled "Agent: Ex-Dolphins QB Skylar Thompson signs with Steelers" by Reuters. The article features a photo of Skylar Thompson in a Miami Dolphins uniform. The text below the photo reads: "The Pittsburgh Steelers have signed former Miami Dolphins quarterback Skylar Thompson, his agents at SportsTrust Advisors announced on social media on Tuesday. The Steelers have three quarterbacks who are eligible to become free agents in March: starter Russell Wilson, Justin Fields and Kyle Allen." To the right of the article is a sidebar advertisement for "NCAA Volunteer Coaches Lawsuit" with the text: "Did you work as a VOLUNTEER COACH in NCAA Division I (other than baseball)? You Could Get Money from a \$303 Million Settlement FILE A CLAIM >> Or To See If You Qualify, LEARN MORE at Our Website: NCAAVolunteerCoachLawsuit.com".

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 300x600

Landing Page

[Home](#) [File a Claim](#) [Notice/FAQs](#) [Court Documents](#) [Contact Information](#)

This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled *Ray v. NCAA*, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California.

FILE A CLAIM HERE

NCAA VOLUNTEER COACHES LAWSUIT

The lawsuit includes all persons who, for any period of time between March 17, 2019, and June 30, 2023, worked for a NCAA Division I sports program other than baseball in the position of "volunteer coach" as designated by NCAA Bylaws.

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People ENTERTAINMENT CRIME HUMAN INTEREST LIFESTYLE ROYALS STYLEWATCH SHOPPING SUBSCRIBE

Dolphins' Anthony Walker Jr. Gifts Teammates Replicas of Their High School Football Jerseys: 'This Is Vintage!'

"I wanted to give back to my guys, the team. I wanted to do something different for Christmas this year," Walker said

By [Danielle Jennings](#)

1 COMMENT




Advertisement

Did you work as a **VOLUNTEER COACH** in NCAA Division I (other than baseball)?

You Could Get Money from a **\$303 Million Settlement**

FILE A CLAIM >>

Or To See If You Qualify, **LEARN MORE** at Our Website: [NCAAVolunteerCoachLawsuit.com](#)



Anthony Walker Jr.
Credit: Peter Jonze/Getty

Miami Dolphins linebacker Anthony Walker Jr. is playing Secret Santa!

In a sweet surprise that brought out endless smiles and cheers from the team, Walker Jr. gave the gift of nostalgia this year and had replicas made of all of his teammates' high school football jerseys.

In a video posted by Walker Jr., 29, and the Miami Dolphins [on Instagram](#), various team members are seen thanking him for the thoughtful gift. "Everyone remembers their high school days 🥰 @awalk had a special surprise for his teammates this morning!" the video's caption read.

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 728x90

Landing Page

The landing page features a dark red header with navigation links: Home, File a Claim, Notice/FAQs, Court Documents, and Contact Information. Below the header is a disclaimer: "This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled *Ray v. NCAA*, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California." A prominent dark red button with white text reads "FILE A CLAIM HERE". Below this is a large dark red rectangular area. A white box with a dark red border contains the text "NCAA VOLUNTEER COACHES LAWSUIT" and a paragraph: "The lawsuit includes all persons who, for any period of time between March 17, 2019, and June 30, 2023, worked for a NCAA Division I sports program other than baseball in the position of 'volunteer coach,' as designated by NCAA. Bylaws." At the bottom, a small line of text states: "The information contained on this web page is only a summary of information presented in more detail in the Class Notice ("Notice"). Since this website is just a summary, you should review the Notice for additional information."

The screenshot shows a Yahoo Sports article. The page header includes the Yahoo Sports logo, a search bar, and navigation links for News, Finance, Sports, and More. A secondary navigation bar lists NFL, Scores/Schedule, News, Standings, Power Rankings, Stats, Teams, Players, 2025 NFL Draft, Odds, Football 301, Fantasy, Watch, and Network. A promotional banner asks, "Did you work as a VOLUNTEER COACH in NCAA Division I (other than baseball)? You Could Get Money from a \$303 Million Settlement." The article title is "Justin Jefferson, former Vikings Cris Carter and Jake Reed show love for Randy Moss" by Frank Schwab, Senior writer. The article features a photo of former Minnesota Vikings players Jake Reed and Cris Carter holding up a purple Randy Moss jersey. The text below the photo reads: "Former Minnesota Vikings Jake Reed, left, and Cris Carter hold up a Randy Moss jersey prior to a game against the Chicago Bears. (Photo by Stephen Matuszewski/Getty Images) (Stephen Matuszewski via Getty Images)" The article continues: "Randy Moss, Cris Carter and Jake Reed formed one of the more famous receiver trios in NFL history. 'Three Deep' put up a lot of yards and highlights for the Minnesota Vikings." and "When Carter and Reed went out for the pregame coin toss on Monday night, their famous teammate wasn't with them. But the two brought a reminder of Moss."

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 300x600

Landing Page

[Home](#) [File a Claim](#) [Notice/FAQs](#) [Court Documents](#) [Contact Information](#)

This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled *Ray v. NCAA*, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California.

[FILE A CLAIM HERE](#)

NCAA VOLUNTEER COACHES LAWSUIT

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The information contained on this web page is only a summary of information presented in more detail in the Class Notice ("Notice"). Since this website is just a summary, you should review the [Notice](#) for additional information.

AP WORLD U.S. POLITICS SPORTS ENTERTAINMENT BUSINESS SCIENCE FACT CHECK QUILTS MORE

NFL playoff guide Coaching changes Baker Mayfield Titans hire Sahaj Biv' "proverbial wolf"

Sign In Search DONATE

USA Football on the lookout for ideal flag football player, no matter the level or even the sport



1 of 4 | In this image provided by USA Football, Tyler Davis, front, avoids a teammate during flag football practice for the United States national team in Charlotte, N.C. (Lester Barnes/USA Football via AP)

BY PAT GRUBM

Add AP News on Google Share

DENVER (AP) — The basic flag-football player requirements are as follows: Swiveling hips for elusive jukes. Quick burst. Elite pass catching, throwing or defensive prowess. You know, pretty much those skills you see on display every week in NFL games. But it's

ADVERTISEMENT

Did you work as a VOLUNTEER COACH in NCAA Division I

You Could Get Money from a \$303 Million Settlement

[FILE A CLAIM >>](#)

Or To See If You Qualify, LEARN MORE at Our Website: [NCAAVolunteerCoachLawsuit.com](#)

NCAA Class Action Lawsuit 2026 | DISPLAY | Desktop | 728x90

Landing Page

Home [File a Claim](#) [Notice/FAQs](#) [Court Documents](#) [Contact Information](#)

This official website is maintained by the Settlement Administrator supervised by Co-Lead Counsel in the matter styled *Ray v. NCAA*, Case No. 1:23-cv-00425 (the "Action") pending in the United States District Court for the Eastern District of California.

[FILE A CLAIM HERE](#)

NCAA VOLUNTEER COACHES LAWSUIT

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The information contained on this web page is only a summary of information presented in more detail in the Class Notice ("Notice"). Since this website is just a summary, you should review the [Notice](#) for additional information.

WorldAtlas CONTINENTS COUNTRIES GEOGRAPHY EDUCATION SOCIAL SCIENCE

The Most Popular Sports In The United States

The [United States](#) is sports-crazed. Each year, hundreds of millions of Americans tune in to watch their sport of choice. Whereas much of the world has fallen deeply in love with soccer (football), the United States has dozens of sports, some of which Americans originally invented.

Did you work as a VOLUNTEER COACH in NCAA Division I? Enter that too!

You Could Get Money from a \$303 Million Settlement [FILE A CLAIM >>](#)

Or Is See If You Qualify, LEARN MORE at the Website: [NCAAVolunteerCoachLawsuit.com](#)

EXHIBIT F

RAY V. NCAA, NO. 1:23-CV-00425 (E.D. CAL.)

PROOF OF CLAIM AND RELEASE FORM (“CLAIM FORM”)

**INSTRUCTIONS FOR SUBMITTING A CLAIM FORM IN THE
RAY V. NCAA VOLUNTEER COACH SETTLEMENT**

You may be eligible to receive a cash payment if, at any time between March 17, 2019 to June 30, 2023, you worked for a National Collegiate Athletic Association (“NCAA”) Division I sports program other than baseball in the position of “volunteer coach,” as designated by NCAA bylaws (the “Class”).

You must submit a Claim Form to participate in this Settlement

The easiest way to file a Claim is online at
www.NCAAVolunteerCoachLawsuit.com

IF YOU RECEIVED A NOTICE WITH A CLAIM ID: Please go to the settlement website at www.NCAAVolunteerCoachLawsuit.com to input your unique Claim ID and Identification Number from the postcard you received in the mail. The information we obtained from your school will auto populate. If the auto-populated information is correct, complete the remaining information, sign, and submit this Claim Form. If you believe that your auto-populated information is incorrect and want to dispute it, you should complete and submit all Sections of this Claim Form and submit any supporting materials.

IF YOU DID NOT RECEIVE A CLAIM ID: If you believe you are a member of the Class but you did NOT receive a notice with your unique Claim ID and Identification Number, you should complete and submit a Claim Form if you want to make a claim. The easiest way to do so is online at www.NCAAVolunteerCoachLawsuit.com.

FOR ALL CLASS MEMBERS: You must sign and submit a Claim Form to participate in this Settlement. You must submit your Claim Form (and any supporting materials) online at www.NCAAVolunteerCoachLawsuit.com or by email to info@NCAAVolunteerCoachLawsuit.com on or before **June 2, 2026**, or it will not be considered. You may also submit your Claim Form (and any supporting materials) by mail, *postmarked* on or before **June 2, 2026** to the below address, or it will not be considered:

Ray v. NCAA Volunteer Coach Settlement
c/o A.B. Data, Ltd.
P.O. Box 173059
Milwaukee, WI 53217

Questions? Call: 1-877-390-3148,
Email: info@NCAAVolunteerCoachLawsuit.com, or
Visit www.NCAAVolunteerCoachLawsuit.com

Approved members of the Class who sign and submit timely Claim Forms will be entitled to a share of the Net Settlement Fund. The actual dollar amount of your claim payment will depend on, among other things: the school, sport, and year(s) in which you worked; how many members of the Class submit approved claim forms; how much interest the Settlement Fund accrues during the pendency of the claims process; the amount of court-approved deductions from the gross settlement fund; and whether additional data about unknown Class Members becomes available for use in the allocation. If a member of the Class would have been allocated less than \$5,000, he or she will be allocated \$5,000, before any court-approved deductions.

There is a Court-approved Plan of Allocation providing for distribution of the Net Settlement Fund. The Plan of Allocation and other important documents are available at www.NCAAVolunteerCoachLawsuit.com.

SECTION A: CLASS MEMBER INFORMATION

Please review the entire claim form before entering any information to ensure you have all required materials. If supporting documentation is needed, we recommend gathering it first and then completing the form in one session to avoid having to restart it.

Please complete the form below with the most up-to-date information.

If you have a unique Claim ID and Identification Number, please enter that information here: Claim ID _____ Identification Number _____.

Your Full Legal Name:		
Current Mailing Address Line One:		
Current Mailing Address Line Two (if applicable):		
City:	State:	Zip Code:
Email:	Date of Birth:	Phone Number:

Questions? Call: 1-877-390-3148,
 Email: info@NCAAVolunteerCoachLawsuit.com, or
 Visit www.NCAAVolunteerCoachLawsuit.com

IF YOU HAVE A UNIQUE CLAIM ID: Please go to the settlement website at www.NCAAVolunteerCoachLawsuit.com to input your unique Claim ID and Identification Number from the postcard you received in the mail or by email. The information we obtained from your school will auto populate. Please review this information. **If the auto-populated information is correct, please skip Section B (below) and complete Sections C and D.**

SECTION B: WORK HISTORY AND SUPPORTING DOCUMENTS

I. WORK HISTORY

If you have a unique Claim ID and Identification Number, you reviewed the auto-populated information, and you believe the information is correct, please skip this Section B and complete Sections C and D below.

If you believe the auto-populated information is incorrect and you want to dispute it, OR if you believe you are a member of the Class but you did not receive a unique Claim ID, you **must** complete this Section B for a chance to participate.

Please indicate all periods of time in which you performed any work as a Volunteer Coach. Note: Only dates of employment during the Class Period (March 17, 2019 to June 30, 2023) are relevant to this Settlement and will be considered.

Please complete the information requested below:

School:
Sport:
Dates of Volunteer Coaching:
Explanation of disputed information, if applicable:
Witness Who Can Verify Your Dates of Volunteer Coaching (Name and Job Title):
Contact Information of Witness:

IF YOU WORKED FOR MULTIPLE SCHOOLS, SPORTS OR TIME PERIODS, PLEASE PROVIDE THIS INFORMATION FOR EACH POSITION IN THE SAME FORMAT AS ABOVE.

Questions? Call: 1-877-390-3148,
Email: info@NCAAVolunteerCoachLawsuit.com, or
Visit www.NCAAVolunteerCoachLawsuit.com

II. SUPPORTING DOCUMENTS

You are encouraged to provide documents to support the information you provided above. If you submit a claim without providing any supporting documents or materials, we cannot guarantee you will get any payment from the Settlement.

Please review the following lists of acceptable materials. This documentation will be used to verify that you served as a Volunteer Coach at the identified school and confirm your approximate dates of service. You may be able to contact your school directly to get documentation.

Please provide primary sources to support your claim whenever possible. Secondary sources may also be accepted if you cannot provide primary documentation.

Potential Primary Sources:

Official school or athletic department records

- Appointment letters, offer or onboarding emails, or signed volunteer coach agreements.
- Rosters or staff listings (e.g., team websites, yearbooks, media guides) showing your name and role as a volunteer coach.
- Payroll or human resource records showing your volunteer coach role.
- Signed acknowledgments or background check confirmations from NCAA, your school, or your school's conference, with reference to your position as a volunteer coach.

Contemporaneous correspondence with the college

- Emails between you and athletic department officials, coaches, or administrators referencing your volunteer role.
- Letters of recommendation or an evaluation from the head coach or athletic director referencing your service dates.

Official identification ("ID") or credentialing records

- School-issued ID cards, facility access passes, or parking permits identifying you as a "coach" or "volunteer" during the class period.
- NCAA or conference registration, compliance, or certification records where you are listed.

Potential Secondary Sources:

Contemporaneous media or publications

- Team programs, yearbooks, game-day rosters, or local newspaper articles listing or mentioning you as a volunteer coach, by name.
- Archived webpages (via Wayback Machine or similar).

Questions? Call: 1-877-390-3148,
Email: info@NCAAVolunteerCoachLawsuit.com, or
Visit www.NCAAVolunteerCoachLawsuit.com

Photographs or video evidence

- Photos showing you participating in practices, games, or events in an identifiable capacity as a coach.
- Photos must include context (e.g., team uniforms, signage, or recognizable individuals).

Statements or declarations from others

- Signed statements from former players, other coaches, or athletic department staff attesting to your volunteer role and timeframe (or your service dates).

Sworn declaration or affidavit

- Statement under penalty of perjury by a corroborating witness (e.g., head coach or athletic staff member) describing your role.

The Settlement Administrator and Class Counsel reserve the right to determine if the materials you submit are sufficient proof. If you do not provide adequate supporting documents, your claim may be rejected.

SECTION C: PAYMENT, TAX CERTIFICATIONS & SUBSTITUTE FORM W-9

I. PAYMENT INFORMATION

In the following table, please identify how you prefer to receive your distribution (for example, by ACH or mailed check) and provide applicable instructions:

<input type="checkbox"/> ACH (direct deposit)	<input type="checkbox"/> Mail payment to address provided above
Payment instructions for ACH: Bank Name: _____ Routing Number: _____ Account Name: _____ Account Number: _____	

II. TAX CERTIFICATIONS & SUBSTITUTE FORM W-9

Substitute IRS Form W-9

Taxpayer Identification Number Certification

A Form W-9 will be reported to the IRS regarding this payment. Any payment you receive may be the subject of state or federal taxation. You are advised to seek separate advice on matters of taxation from your tax advisor.

Social Security Number (SSN)/Individual Taxpayer Identification Number (ITIN):

_____ -- _____ -- _____

Print your name as it appears on your federal income tax return (First Name and Last Name):

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Social Security Number or Taxpayer Identification Number; and
2. I am not subject to backup withholding because: (a) I have never been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) I am exempt from backup withholding, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

SECTION D: YOU MUST SIGN YOUR PROOF OF CLAIM FORM

YOU MUST READ AND SIGN THE ACKNOWLEDGEMENT BELOW. IF YOU DO NOT SIGN THE PROOF OF CLAIM FORM, YOUR CLAIM MAY BE DELAYED OR REJECTED.

By signing below:

- (1) I certify that the above and foregoing information is true and correct;
- (2) I certify that I am duly authorized and have the legal capacity to sign this Claim Form;
- (3) I submit this Claim Form under the terms of the Settlement Agreement (which can be viewed on the Settlement Website at www.NCAAVolunteerCoachLawsuit.com and is described in the Notice of Class Action Settlement for this Action);
- (4) I submit to the jurisdiction of the United States District Court for the Eastern District of California with respect to my claim as a member of the Class and for the purpose of enforcing the releases stated in the Settlement Agreement;
- (5) I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Action; and
- (6) I agree to provide additional information to the Settlement Administrator to support this claim if I am asked to do so.

Claimant Name:
Signature of Claimant:
Date:

Questions? Call: 1-877-390-3148,
Email: info@NCAAVolunteerCoachLawsuit.com, or
Visit www.NCAAVolunteerCoachLawsuit.com

EXHIBIT G

Ray v. NCAA, Case No. 1:23-cv-00425 NCAA Exclusion Report				Exclusion Deadline October 1, 2025			
#	Name	Share File	Postmark Date	Submission	Date Received	Ticket #	Notes
1	Myron Loberg	N	8/5/2025	Mailed Submission	8/12/2025	N/A	
2	Ralf Bissdorf	N	8/9/2025	Mailed Submission	8/15/2025	N/A	
3	Nathan Tucker Romberger	N	8/12/2025	Mailed Submission	8/18/2025	N/A	
5	Carl Burnside Jr.	N	N/A	Mailed Submission	8/19/2025	N/A	Envelope does not contain official postmark, letter is dated 8/10/2025
6	Jerry R Williams	N	8/15/2025	Mailed Submission	8/20/2025	N/A	
7	Roelof Johannes Swanepoel	N	8/16/2025	Mailed Submission	8/20/2025	N/A	
8	Clay Zeigler	N	N/A	Mailed Submission	8/26/2025	N/A	"In your records it is misspelled Ziegler"
10	Bradley Fast	N	8/29/2025	Mailed Submission	9/3/2025	N/A	
12	John Wesley Chandler	N	9/5/2025	Mailed Submission	9/11/2025	N/A	
13	Francesca Fusinato	N	8/28/2025	Mailed Submission	9/15/2025	N/A	
14	Sarah Warren	N	9/12/2025	Mailed Submission	9/16/2025	N/A	
16	Gene Orlando	N	9/24/2025	Mailed Submission	9/30/2025	N/A	

EXHIBIT 2

**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

[PROPOSED] PLAN OF ALLOCATION

[PROPOSED] PLAN OF ALLOCATION

INTRODUCTION

1
2 1. Plaintiffs Shannon Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and
3 Rudy Barajas (“Plaintiffs” or “Class Representatives”) respectfully submit this proposed Plan of
4 Allocation relating to the proceeds of the settlement in *Ray v. NCAA*, No. 23-cv-00425 (E.D. Cal.).
5 In March 2025, this Court certified a class of “[a]ll persons who, from March 17, 2019, to June 30,
6 2023, worked for an NCAA Division I sports program other than baseball in the position of
7 ‘volunteer coach,’ as designated by NCAA Bylaws,” and appointed the Plaintiffs as Class
8 Representatives. See ECF 128 at 26-27.¹

9 2. Plaintiffs, on behalf of themselves and the Class, have agreed to settle their claims
10 against Defendant National Collegiate Athletic Association (“NCAA”) for \$303,000,000 in cash
11 (the “Settlement Fund”), as described in more detail in Plaintiffs’ motion for preliminary approval
12 of the Settlement. Pursuant to the Settlement Agreement, Defendant will make three separate
13 payments of \$101 million into a Qualified Settlement Fund (“First Payment,” “Second Payment,”
14 and “Third Payment”). The First Payment will be made within 30 days of Final Approval; the
15 Second Payment will be made one calendar year later; the Third Payment will be made one
16 calendar year later. Plaintiffs submit this proposed Plan of Allocation to allocate the \$303,000,000
17 payment, plus any interest earned on the Settlement Fund, and net of any Court awarded attorneys’
18 fees, expenses, service awards to the Class Representatives, settlement administration and notice
19 costs, escrow agent fees, and taxes (the “Net Settlement Fund”).

20 3. As set forth below, the proposed Plan of Allocation is designed to allocate the Net
21 Settlement Fund in a practical, equitable, and efficient way to all Authorized Claimants. Class
22 Counsel developed the Plan of Allocation with the assistance of Plaintiffs’ expert, Dr. Orley
23 Ashenfelter, and his team at Ashenfelter & Ashmore, LLP, as well as the Claims Administrator
24 A.B. Data, Ltd. (“A.B. Data” or “Claims Administrator”). A.B. Data will implement this Plan of
25 Allocation with the assistance of Dr. Ashenfelter and under the supervision of Class Counsel.

26
27 ¹ Unless otherwise defined herein, all capitalized terms shall have the same meaning as set
28 forth in the Settlement Agreement (“Agreement”). A copy of the Agreement, along with other
important documents relating to the Settlement, can be found on the Settlement Website
(www.NCAAVolunteerCoachLawsuit.com).

1 **PROCEDURES REGARDING CLAIM SUBMISSION**

2 4. No later than 14 days after the Court issues an order preliminarily approving the
3 Settlement and this Plan of Allocation, A.B. Data will mail or email an individualized Notice Form
4 to each Class Member for whom A.B. Data has a current address or email address. The Notice
5 Form will contain personalized ID numbers for each Class Member and the website address for
6 the Settlement Website (www.NCAAVolunteerCoachLawsuit.com), at which each Class Member
7 can access the Proof of Claim and Release Form (“Claim Form”). When the Class Member enters
8 his or her ID number, the Claim Form will automatically populate with the school, sport, and
9 year(s) during the class period in which each Class Member served as an NCAA Division I
10 assistant coach with the “volunteer” designation, based on data collected during the litigation and
11 provided to the Claims Administrator. The Settlement Website will also contain instructions for
12 any Class Member who wishes to submit a Claim Form by mail, as well as the full name and
13 mailing address for correspondence regarding the distribution of the Settlement Fund.

14 5. The Claim Form will ask the Class Member to verify the accuracy of the
15 information contained in the populated Claim Form and will provide instructions for challenging
16 the information set forth in the populated Claim Form regarding the school, sport, and year(s)
17 during the class period in which each Class Member served as an NCAA Division I assistant coach
18 with the “volunteer” designation. If a Class Member agrees that the information displayed is
19 accurate, the Class Member will be asked to electronically sign the Claim Form and provide a
20 preferred method of receiving payment. If a Class Member believes that the information displayed
21 is not accurate, that Class Member may submit his or her own information on the Claim Form and
22 any supporting documentation confirming his or her identity and work history, along with the
23 Class Member’s preferred method of receiving payment if his or her claim is accepted.

24 6. If a Class Member does not receive a Notice Form by mail or email, the Class
25 Member may likewise submit a Claim Form on the Settlement Website. A Class Member without
26 a personalized ID number will be required to submit his or her own information on the Claim Form
27 regarding the school, sport, and year(s) during the class period in which he or she served as an
28 NCAA Division I assistant coach with the “volunteer” designation, and may be asked to submit

1 supporting documentation confirming his or her identity and work history. The Class Member will
2 also be asked for his or her preferred method of receiving payment if the claim is accepted.

3 7. Each Class Member will be required to execute a Claim Form to receive any
4 distribution from the Net Settlement Fund. Each Class Member wishing to receive proceeds from
5 the Net Settlement Fund must submit a Claim Form, which is signed under penalty of perjury by
6 an authorized person. All Claim Forms submitted by Class Members will be reviewed and
7 processed by A.B. Data, with assistance from Class Counsel and, where necessary and appropriate,
8 Dr. Ashenfelter and his staff.

9 8. A Class Member's submission of a valid Claim Form will entitle the Class Member
10 to distributions in all three distributions described below; Class Members will not be required to
11 submit a new Claim Form for each distribution.

12 9. All correctly completed, signed, and valid Claim Forms that are submitted after the
13 deadline for submitting Claim Forms will be processed by A.B. Data but marked as "Late
14 Approved Claims." A.B. Data and Class Counsel may, at their discretion, allow such "Late
15 Approved Claims" to be included in one or more distributions from the Settlement Fund. If A.B.
16 Data and Class Counsel conclude that, in their judgment, any such Late Approved Claims should
17 ultimately not be accepted, the Claimant will be so notified, and then may seek review by the Court
18 via the appeals process described below.

19 **PLAN OF ALLOCATION**

20 10. The objective of the Plan of Allocation is to equitably distribute the Settlement
21 proceeds to those Class Members who suffered economic losses as a proximate result of the alleged
22 wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be, nor
23 should they be understood as, estimates of the amounts that Class Members might have recovered
24 after a trial. Nor are they intended to be estimates of the amounts that will be paid to Authorized
25 Claimants pursuant to the Settlement. Rather, the computations under the Plan of Allocation serve
26 solely as a method for weighing the claims of Authorized Claimants against one another for the
27 purpose of allocating of the Net Settlement Fund.

1 11. Based on the formula set forth below, a “Recognized Loss” shall be calculated by
2 the Claims Administrator for each Class Member who submits a Valid Claim. As set forth above,
3 the NCAA shall make three separate payments of \$101 million into a Qualified Settlement Fund.
4 Based on the Claims Administrator’s Recognized Loss Calculations, Authorized Claimants shall
5 receive distributions from the Net Settlement Fund pursuant to the general framework set forth
6 below.

7 12. Dr. Ashenfelter will calculate a Recognized Loss for each six-month period
8 coached by a Class Member (a “Class Member Half-Year”).² The Recognized Loss for each Class
9 Member Half-Year will be based on the wages paid to the team’s lowest-paid coach during that
10 period who was not designated as a “Volunteer Coach” under NCAA Bylaws (the “Reference
11 Coach”).³ To derive the Recognized Loss for each Class Member Half-Year, Dr. Ashenfelter will
12 apply a “stepdown” factor to the Reference Coach’s wages for that period, meaning that the
13 Recognized Loss for each Class Member Half-Year will be based on, but lower than, the wages
14 paid to the Reference Coach. The size of the stepdown is based on a regression analysis that uses
15 post-conspiracy data to calculate the average relationship between the lowest paid coach and the
16 second-lowest paid coach in a program after the Volunteer Coach Rule was repealed.⁴ During the
17 claims process, Claimants will be matched to their Class Member Half-Year(s) and allocated the
18 corresponding amount.

19 13. Because this methodology results in an aggregate amount less than the settlement
20 pool of \$303 million, Dr. Ashenfelter will scale up all Recognized Loss amounts so that the total
21

22 ² The use of half-years will allow for a standardized calculation and claim submission
23 process without regard to whether a school provided its data by academic year or calendar year.
24 Dr. Ashenfelter and A.B. Data may, if it becomes apparent that it will be administratively more
25 efficient, use either full years or shorter periods of time.

26 ³ For a small percentage of Class Member Half-Years for whom reliable data on Reference
27 Coach compensation is not available, Dr. Ashenfelter will use regression analysis to estimate
28 Reference Coach pay based on the sport, conference, and institutional factors like total
undergraduate enrollment and the size of the school’s endowment.

⁴ For Class Member Half-Years in which the Class Member’s team did not employ the
maximum number of unrestricted coaches, Dr. Ashenfelter applies two stepdowns from the
Reference Coach’s wages.

1 aggregate Recognized Loss equals the \$303 million settlement pool. If this methodology results in
2 any Class Member Half-Year with a Scaled Recognized Loss below \$2,500, Dr. Ashenfelter
3 assigns that Class Member Half-Year \$2,500. In no event will any Claimant be finally allocated
4 less than \$5,000 (“Guaranteed Minimum Payment”).⁵ The net effect of the scaling will result in a
5 “Scaled Recognized Loss” for each Claimant.

6 14. The Scaled Recognized Loss amount for each Claimant will then be divided into
7 three equal amounts corresponding with the three settlement distributions, subject to adjustments
8 for any Late Approved Claims or other authorized changes that effect the net distribution amounts.

9 15. For example, assume a Class Member who coached a Division I softball team for
10 the 2021 calendar year. If the data show that the Reference Coach on that team was paid \$65,000
11 in the 2021 calendar year, the two Class Member Half-Years for that calendar year will have
12 reference wages of \$32,500. If the stepdown for softball is 45%, the Recognized Loss associated
13 with those Class Member Half-Years would be \$17,550 [$\$32,500 - (\$32,500 \times 0.45)$], making the
14 Class Member’s total Recognized Loss for the year \$35,100 [$\$17,550 + \$17,550$]. That Recognized
15 Loss will then be scaled into a final Scaled Recognized Loss, which will be distributed to the Class
16 Member in three equal payments.

17 **DISTRIBUTION OF THE NET SETTLEMENT FUND**

18 **I. Initial Distribution To Authorized Claimants.**

19 16. After NCAA makes the First Payment, the First Net Distribution Amount will be
20 calculated by deducting one-third of any amount ordered by the Court for attorneys’ fees, costs,
21 expenses, and service awards. A.B. Data will use the data provided by Dr. Ashenfelter and his staff
22 to determine the portion that each Claimant is entitled to receive from the First Net Distribution
23 Amount. After this process is completed for the First Net Distribution Amount, A.B. Data will
24 prepare a report for the Court’s review (“Distribution Report”). Any interest earned on the
25

26
27 ⁵ The Guaranteed Minimum Payment ensures that all Authorized Claimants receive
28 consideration from the Settlement, even if Recognized Loss is less than \$5,000. Dr. Ashenfelter
estimates that less than 1.3% percent of the Net Settlement Fund will be distributed due to the
Guaranteed Minimum Payment.

1 Settlement Fund that becomes part of the Net Settlement Fund will be distributed *pro rata* to
2 Authorized Claimants, regardless of the date on which they submitted their Settlement Claims.

3 17. The Distribution Report will explain the tasks and methodologies employed by
4 A.B. Data in processing the claims and administering the Plan of Allocation. It will also contain
5 (i) a list of purported Class Members who filed Claim Forms that were rejected and the reasons
6 for the rejections, (ii) a list of challenges (if any) to the Claim Forms that were rejected and the
7 reasons for rejecting the challenges, and (iii) the date any such Claimant whose challenge was
8 rejected was informed by A.B. Data of that rejection. The Distribution Report shall contain an
9 accounting of the expenses incurred to date in association with the Net Settlement Fund, including
10 bills from Dr. Ashenfelter and A.B. Data, any taxes that are due and owing, and any other fees or
11 expenses associated with or expected during the settlement administration and allocation process.
12 Those costs are to be paid out of the Settlement Fund with Court approval.

13 18. A.B. Data shall issue a check or wire payable to each Claimant who has submitted
14 a complete, timely, and valid Claim Form and who is entitled to a recovery under this Plan of
15 Allocation (“First Distribution”).

16 **II. Subsequent Distributions To Authorized Claimants.**

17 19. Class Members will not be required to submit new Claim Forms to receive
18 subsequent distributions, but rather will automatically be included in subsequent distributions.
19 After NCAA makes the Second Payment, the Second Net Distribution Amount will be calculated
20 by deducting one-third of any amount ordered by the Court for attorneys’ fees, costs, expenses,
21 and service awards. A.B. Data will use the data provided by Dr. Ashenfelter and his staff to
22 determine the portion that each Claimant is entitled to receive from the Second Net Distribution
23 Amount. Upon completion of this process, A.B. Data shall issue a check or wire payable to each
24 Claimant who is entitled to a recovery under this Plan of Allocation (“Second Distribution”).

25 20. After NCAA makes the Third Payment, the Third Net Distribution Amount will be
26 calculated by deducting the remainder of any amount ordered by the Court for attorneys’ fees,
27 costs, expenses, and service awards. If the expenses incurred in association with the Net Settlement
28 Fund are less than those approved by the Court, the excess will be included in the Third Net

1 Distribution Amount. If the expenses incurred in association with the Net Settlement Fund exceed
2 the amounts approved by the Court, Class Counsel may petition the Court to approve those
3 expenses being paid from the Settlement Fund. A.B. Data will use data the provided by Dr.
4 Ashenfelter and his staff to determine the portion that each Claimant is entitled to receive from the
5 Third Net Distribution Amount. Upon completion of this process, A.B. Data shall issue a check or
6 wire payable to each Claimant who is entitled to a recovery under this Plan of Allocation (“Final
7 Distribution”).

8 21. Subject to further Order of the Court, any monies distributed as part of the First
9 Distribution that remain unclaimed 120 days after the First Distribution shall be distributed on a
10 *pro rata* basis to Claimants as part of the Second Distribution. Likewise, any monies distributed
11 as part of the Second Distribution that remain unclaimed 120 days after the Second Distribution
12 shall be distributed on a *pro rata* basis to Claimants as part of the Final Distribution. Any monies
13 distributed as part of the Third Distribution that remain unclaimed 120 days after the Third
14 Distribution shall be distributed to Claimants in an additional *pro rata* distribution if economically
15 feasible, or to a *cy pres* recipient approved by the Court.

16 22. Pursuant to Paragraph 7.4.2 of the Agreement:

17 The Claims Administrator shall distribute the Net Settlement Fund to Authorized
18 Claimants according to the Court-approved Plan of Allocation. If any portion of
19 the Net Settlement Fund remains after six (6) months from the date of the final
20 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed
21 checks, or otherwise), or reasonably soon thereafter, the Claims Administrator
22 shall, if logistically feasible and economically justifiable, reallocate such balances
23 among Authorized Claimants in an equitable fashion. These redistributions shall
24 be repeated until the remaining balance in the Net Settlement Fund is de minimis
25 and such remaining balance is not cost effective or efficient to redistribute to the
26 Class, then such remaining balance of funds, after payment of any further costs of
27 Class Notice and administration and Taxes and Tax Expenses and other costs and
28 expenses related to the Action, shall be donated to an appropriate §501(c)(3) non-
profit charitable organization identified by Class Counsel after notice to Defendant
and approved by the Court.

ADDITIONAL PROVISIONS

23. Class Members are urged to visit the Settlement Website to keep apprised of other pertinent information relating to this Plan of Allocation. All determinations and interpretations of this Plan shall be made by the Claims Administrator.

I. Audits.

24. By submitting a Claim Form, a Class Member agrees to provide such information as the Claims Administrator or the Court may require. Further, by submitting a Claim Form, a Class Member is swearing to the truth of the statements contained in it and, if applicable, the genuineness of the data and documents attached thereto, subject to penalty of perjury under the laws of the United States of America. The making of false statements or the submission of forged or fraudulent documentation will result in the rejection of a claim and may subject the claims filer to civil liability or criminal prosecution.

25. The Claims Administrator may request that any Class Member who files a Claim Form provide documentation to verify the Class Member's identity and coaching details. Even if the Class Member provided a letter/affidavit attesting to the truth and accuracy of the data and claim overall, the Claims Administrator may require specific documentary evidence to independently verify the details of aspects of the claim submission. Failure to comply with such an audit request may result in the rejection of the claim.

II. Resolution Of Disputes And Court Review

26. In the event of any disputes between Claimants and the Claims Administrator on any subject (e.g., timeliness, required completeness or documentation of a claim, the calculation of a Claimant's pro rata share of the Net Settlement Fund), the decision of the Claims Administrator shall be final, subject to the Claimant's right to seek review by the Court.⁶

27. In notifying a Claimant of the final rejection of a Claim or a challenge thereto, the Claims Administrator shall notify the Claimant of his or her right to seek such review. A.B. Data,

⁶ In the interest of achieving substantial justice, Class Counsel will have the right, but not the obligation, to advise the Claims Administrator to waive what Class Counsel reasonably deem to be technical defects in any Claim submitted, including, without limitation, failure to submit a document by the relevant deadline.

1 in consultation with Class Counsel, shall review all written challenges by Claimants to A.B. Data's
2 determinations. If A.B. Data, in consultation with Class Counsel, concludes that its initial
3 determinations were correct, it will so inform the Claimant in writing. Such notification shall be
4 final. If upon review of a challenge and any supporting documentation submitted by the Claimant,
5 A.B. Data and Class Counsel decide to amend or modify their determination, A.B. Data shall
6 advise the Claimant who made the challenge. Any such determinations shall be final.

7 28. All proceedings with respect to the administration, processing, and determination
8 of claims, and the determinations of all controversies relating thereto, including disputed questions
9 of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the
10 Court. To the extent the Claims Administrator rejects a Claim, either in whole or in part, the
11 Claimant whose Claim Form was rejected will be advised in writing of the reasons for the rejection
12 and that such Claimant will have the opportunity to seek Court review of the Claims
13 Administrator's rejection. All Claimants expressly waive trial by jury (to the extent any such right
14 may exist) and any right of appeal or review with respect to the Court's determination.

15 29. Any such request for Court review by a Claimant must be submitted in writing to
16 the Court, with copies to the Claims Administrator and Class Counsel, within 21 days of the Claims
17 Administrator's sending a final rejection notification to the Claimant.

EXHIBIT 2

EXHIBIT 3

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**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
Situating,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION, an unincorporated
association,

Defendant.

Case No. 1:23-cv-00425

**[PROPOSED] ORDER APPROVING
PLAN OF ALLOCATION**

Judge: Hon. William B. Shubb
Courtroom: 5, 14th Floor

1 WHEREAS, this matter comes before the Court on Plaintiffs'
2 Motion for Final Approval (the "Motion");

3 WHEREAS, the Court has considered (a) the proposed Plan of
4 Allocation submitted November 10, 2025 (ECF 159-1 at 37-46), and
5 resubmitted April 6, 2026 (ECF 171-2); (b) the Settlement
6 Agreement, dated November 10, 2025 (ECF 159-1); (c) the Court's
7 January 6, 2026 Order granting preliminary approval (ECF 163); (d)
8 the Motion, the accompanying Memorandum of Law, and all exhibits
9 thereto; (e) the Joint Declaration of Co-Lead Counsel; and (f) all
10 other papers and proceedings herein;

11 WHEREAS, the Court held a Fairness Hearing on May 11, 2026;

12 WHEREAS, the Court has considered all the submissions and
13 arguments with respect to the Settlement Agreement and the Motion,
14 and otherwise being fully informed, and good cause appearing;

15 IT IS THEREFORE ORDERED that the Plan of Allocation is hereby
16 APPROVED.

17 IT IS FURTHER ORDERED THAT:

18 1. This Order approving the proposed Plan of Allocation
19 incorporates by reference the definitions in the Settlement
20 Agreement dated November 10, 2025 (the "Settlement
21 Agreement;" ECF No. 159-1) and all capitalized terms not
22 otherwise defined herein shall have the same meanings as set
23 forth in the Stipulation.

24 2. The Court has jurisdiction to enter this Order approving the
25 proposed Plan of Allocation, and over the subject matter of
26 the Action and all parties to the Action, including all Class
27 Members.

1 3. Notice of the proposed Plan of Allocation was given to all
2 Class Members who could be identified with reasonable effort.
3 The form and method of notifying the Settlement Class of the
4 proposed Plan of Allocation satisfies the requirements of
5 Rule 23 of the Federal Rules of Civil Procedure, due process,
6 and all other applicable laws and rules, constitutes the best
7 notice practicable under the circumstances, and constitutes
8 due and sufficient notice to all persons and entities entitled
9 thereto.

10 4. The proposed Plan of Allocation was contained in the Notice
11 mailed or emailed to potential Settlement Class Members and
12 nominees and posted on the Settlement Website
13 (<https://ncaavolunteercoachlawsuit.com>).

14 5. The Court hereby finds and concludes that the formula for the
15 calculation of the claims of Claimants as set forth in the
16 Plan of Allocation provides a fair and reasonable basis upon
17 which to allocate the proceeds of the Net Settlement Fund
18 among Class Members.

19 6. The Court hereby finds and concludes that the Plan of
20 Allocation is, in all respects, fair and reasonable to the
21 Class. Accordingly, the Court hereby approves the Plan of
22 Allocation.

23 7. Without affecting the finality of this Order in any respect,
24 this Court reserves jurisdiction over any matters related to
25 or ancillary to this Order.
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1 Dated:

2 By: /s/ _____
3 WILLIAM B. SHUBB
4 UNITED STATES DISTRICT JUDGE
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EXHIBIT 4

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

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

8 Plaintiffs,

9 v.

10 NATIONAL COLLEGIATE ATHLETIC
11 ASSOCIATION, an unincorporated
12 association,

13 Defendant.
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Case No. 1:23-cv-00425

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

Judge: Hon. William B. Shubb
Courtroom: 5, 14th Floor

1 This matter came before the Court pursuant to the Memorandum
2 and Order Re: Plaintiff's Motion for Preliminary Approval of Class
3 Action Settlement ("Preliminary Approval Order") dated January 6,
4 2026 (ECF 163), on the application of Shannon Ray, Khala Taylor,
5 Peter Robinson, Katherine Sebbane, and Rudy Barajas ("Plaintiffs")
6 for final approval of the Settlement Agreement dated November 10,
7 2025 (the "Agreement"). Due and adequate notice having been given
8 to the Class as required in said Preliminary Approval Order, and
9 the Court having considered all papers filed and proceedings had
10 herein and otherwise being fully informed in the premises and good
11 cause appearing therefore,
12

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

14 1. This Judgment incorporates by reference the definitions
15 in the Agreement, and all capitalized terms used herein shall have
16 the same meanings as set forth in the Agreement, unless otherwise
17 set forth herein.
18

19 2. This Court has jurisdiction over the subject matter of
20 the Litigation and over all parties to the Litigation, including
21 all Class Members.

22 3. The Court hereby reaffirms its determination that the
23 requirements of Fed. R. Civ. P. 23(a) and 23(b)(3) are satisfied,
24 including for settlement and judgment purposes. The Class is
25 defined as "All persons who, from March 17, 2019 to June 30, 2023,
26 worked for an NCAA Division I sports program other than baseball
27
28

1 in the position of 'volunteer coach,' as designated by NCAA
2 Bylaws."

3 4. Pursuant to Federal Rule of Civil Procedure 23, the Court
4 hereby approves the Settlement set forth in the Agreement and finds
5 that:

6 a. said Agreement and the Settlement contained therein
7 are, in all respects, fair, reasonable, and adequate and in the
8 best interest of the Class;

9 b. there was no collusion in connection with the
10 Agreement;

11 c. the Agreement was the product of informed, arm's-
12 length negotiations among competent, able counsel; and

13 d. the record is sufficiently developed and complete
14 to have enabled Plaintiffs and Defendant to have adequately
15 evaluated and considered their respective positions.

16
17 5. Accordingly, the Court authorizes and directs
18 implementation and performance of all the terms and provisions of
19 the Agreement, as well as the terms and provisions hereof. Except
20 as to any individual claim of those Persons (identified in Exhibit
21 1 attached hereto) who have validly and timely requested exclusion
22 from the Class, the Court hereby dismisses the Litigation and all
23 claims asserted therein with prejudice. The Parties are to bear
24 their own costs, except as and to the extent provided in the
25 Agreement, herein, and in any other order of the Court.
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1 6. The terms of the Agreement and of this Judgment shall be
2 forever binding on the Released Parties (regardless of whether or
3 not any individual Class Member submits a Proof of Claim or seeks
4 or obtains a distribution from the Net Settlement Fund), as well
5 as their respective successors, heirs, and assigns.

6 7. Upon the Effective Date, and as provided in the
7 Agreement, Plaintiffs shall have, and each and every Releasing
8 Plaintiff Party shall be deemed to have, and by operation of this
9 Judgment shall have, fully, finally, and forever waived, released,
10 resolved, compromised, settled, relinquished, discharged, and
11 dismissed each and every one of the Released Claims¹ (including
12 unknown claims) against each and every one of the Released
13 Defendant Parties, whether or not such Class Member executes and
14 delivers the Proof of Claim and Release or shares in the Net
15 Settlement Fund. Claims to enforce the terms of the Agreement are
16 not released.
17

18 8. Upon the Effective Date, and as provided in the
19 Agreement, the Releasing Plaintiff Parties will be forever barred
20 and enjoined from commencing, instituting, maintaining,
21 prosecuting, or continuing to prosecute any action or other
22 proceeding in any forum (including, but not limited to, any state
23
24

25 _____
26 ¹ The Releases set forth in §§ 8.1-8.5 of the Agreement,
27 together with the definitions contained in §§ 2.30-2.33 of the
28 Agreement relating thereto, are expressly incorporated herein in
all respects. The Releases are effective as of the Effective Date.

1 or federal court of law or equity, arbitration tribunal, or
2 administrative forum), asserting any of the Released Claims
3 against any of the Released Defendant Parties.

4 9. Upon the Effective Date, the Releasing Plaintiff Parties
5 shall be deemed to have covenanted not to sue any Released
6 Defendant Parties on the basis of any Released Claims. The
7 foregoing release is given regardless of whether Plaintiffs or any
8 Class Member: (i) executed and delivered a Proof of Claim and
9 Release; (ii) received the Notice; (iii) participated in the
10 Settlement Fund; (iv) filed an objection to the Settlement, the
11 proposed Plan of Allocation, or any application by Plaintiffs'
12 Counsel for attorneys' fees and expenses; or (v) had their claims
13 approved or allowed. Nothing contained herein shall bar any action
14 or claim to enforce the terms of the Agreement or this Judgment.
15

16 10. Upon the Effective Date, and as provided in the
17 Agreement, each of the Released Defendant Parties shall be deemed
18 to have, and by operation of this Judgment shall have, fully,
19 finally, and forever released, resolved, compromised, settled,
20 relinquished, and discharged all Released Claims (including
21 unknown claims) against the Releasing Plaintiff Parties. Claims to
22 enforce the terms of the Agreement are not released.
23

24 11. The Court finds and concludes that the Parties and their
25 respective counsel have complied in all respects with the
26 requirements of Rule 11 of the Federal Rules of Civil Procedure in
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1 connection with the institution, prosecution, defense, and
2 settlement of the Litigation.

3 12. Neither this Judgment nor the Agreement (whether or not
4 consummated), including the exhibits thereto and the Plan of
5 Allocation contained therein (or any other plan of allocation that
6 may be approved by the Court), the negotiations leading to the
7 execution of the Agreement, nor any proceedings taken pursuant to
8 or in connection with the Agreement, and/or approval of the
9 Settlement (including any arguments proffered in connection
10 therewith) shall be offered against the Released Defendant Parties
11 or the Releasing Plaintiff Parties as evidence of, or construed
12 as, or deemed to be evidence of any presumption, concession, or
13 admission by any of the parties as to the truth of any facts
14 alleged, validity, merit, or deficiency of any claim or defense
15 that was or could have been asserted in this Litigation, that
16 damages recoverable under the Complaint would not have exceeded
17 the Settlement Amount, or with respect to any liability,
18 negligence, fault, or wrongdoing of any kind, or in any way
19 referred to for any other reason as against any of the parties, in
20 any civil, criminal or administrative action or proceeding, other
21 than such proceedings as may be necessary to effectuate the
22 provisions of the Agreement.
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25 13. The notice of the pendency and proposed Settlement of
26 the Litigation given to the Class was the best notice practicable
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1 under the circumstances, including the individual notice to all
2 Members of the Class who could be identified through reasonable
3 effort. Said notice provided the best notice practicable under the
4 circumstances of those proceedings and of the matters set forth
5 therein, including the proposed Settlement set forth in the
6 Agreement, to all Persons entitled to such notice, and said notice
7 fully satisfied the requirements of Federal Rule of Civil Procedure
8 23 and the requirements of due process. No Class Member is relieved
9 from the terms of the Settlement, including the Releases provided
10 for therein, based upon the contention or proof that such Class
11 Member failed to receive actual or adequate notice. A full
12 opportunity has been offered to Class Members to object to the
13 proposed Settlement and to participate in the hearing thereon. The
14 Court further finds that the notice provisions of the Class Action
15 Fairness Act, 28 U.S.C. § 1715, were fully discharged and that the
16 statutory waiting period has elapsed. Thus, the Court hereby
17 determines that all Class Members who have not validly requested
18 exclusion are bound by this Judgment.
19
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21 14. Huntington Bank is appointed as the Escrow Agent. The
22 Court approves the establishment of the escrow account as a
23 Qualified Settlement Fund ("QSF") pursuant to Internal Revenue
24 Code § 468B and the Treasury Regulations promulgated thereunder,
25 and retains continuing jurisdiction as to any issue that may rise
26 in connection with the formulation or administration of the QSF.
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1 The Escrow Agent shall maintain the Settlement Fund in accordance
2 with the requirements set forth in the Agreement. All funds held
3 by the Escrow Agent shall remain subject to the jurisdiction of
4 the Court, until such time as such funds shall be distributed
5 pursuant to the Agreement and further order(s) of the Court.

6 15. No Released Defendant Party shall have any liability,
7 obligation, or responsibility whatsoever for the administration of
8 the Settlement or disbursement of the Net Settlement Fund.

9
10 16. Neither the Agreement nor the Settlement contained
11 therein, nor any act performed or document executed pursuant to or
12 in furtherance of the Agreement or the Settlement: (a) is, or may
13 be deemed to be, or may be used as an admission of, or evidence
14 of, the validity of any Released Plaintiff Parties' Claims, or of
15 any wrongdoing or liability of Defendant or the Released Defendant
16 Parties; (b) is, or shall be deemed to be, or shall be used as an
17 admission of any fault or omission of any Released Defendant Party
18 in any statement, release, or written documents issued, filed, or
19 made; or (c) is, or may be deemed to be, or may be used as an
20 admission of, or evidence of, any fault or omission of any of the
21 Defendant or Defendants' Released Persons in any civil, criminal,
22 or administrative proceeding in any court, administrative agency,
23 or other tribunal. Released Defendant Parties may file the
24 Agreement and/or this Judgment from this Litigation in any other
25 action that may be brought against them in order to support a
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1 defense or counterclaim based on principles of *res judicata*,
2 collateral estoppel, release, good faith settlement, judgment bar
3 or reduction, or any theory of claim preclusion or issue preclusion
4 or similar defense or counterclaim.

5 17. Without affecting the finality of this Judgment in any
6 way, this Court hereby retains continuing jurisdiction over: (a)
7 implementation of this Settlement and any award or distribution of
8 the Settlement Fund, including interest earned thereon; (b)
9 disposition of the Settlement Fund; (c) hearing and determining
10 applications for attorneys' fees, expenses, and interest in the
11 Litigation; (d) hearing and determining applications for approval
12 of the Plan of Allocation; and (e) all parties herein for the
13 purpose of construing, enforcing, and administering the Agreement.
14

15 18. Separate orders shall be entered regarding approval of
16 the Plan of Allocation and the motion of Class Counsel for an award
17 of attorneys' fees, litigation expenses, and service awards. Such
18 orders shall in no way affect or delay the finality of this
19 Judgment and shall not affect or delay the Effective Date of the
20 Settlement.
21

22 19. The Court's orders entered during the course of the
23 Litigation relating to the confidentiality of information shall
24 survive this Settlement subject to the terms of any such orders.
25

26 20. In the event that the Settlement does not become
27 effective in accordance with the terms of the Agreement, or the
28

1 Effective Date does not occur, or in the event that the Settlement
2 Fund, or any portion thereof, is returned to Defendant, the
3 provisions in Paragraph 6.5 of the Agreement will control.

4 21. Without further order of the Court, the Parties may agree
5 to reasonable extensions of time to carry out any of the provisions
6 of the Agreement.

7 22. The Court directs immediate entry of this Judgment by
8 the Clerk of the Court.
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11 Dated:

12 By: /s/ _____
13 WILLIAM B. SHUBB
14 UNITED STATES DISTRICT JUDGE
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EXHIBIT 1
LIST OF PERSONS REQUESTING EXCLUSION
FROM SETTLEMENT

1. Myron Loberg
2. Ralf Bissdorf
3. Nathan Tucker Romberger
4. Carl Burnside Jr.
5. Jerry R. Williams
6. Roelof Johannes Swanepoel
7. Clay Zeigler
8. Bradley Fast
9. John Wesley Chandler
10. Francesca Fusinato
11. Sarah Warren
12. Gene Orlando