

1
2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA
4 WESTERN DIVISION
5

6 JASON WHITE, et al.,

7 Plaintiffs,

8 v.

9 NATIONAL COLLEGIATE ATHLETIC
10 ASSOCIATION,

11 Defendant.

No. CV06-0999 VBF (MANx)

12 **NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS**
13 **HEARING**

14 **If you are a member of the Class described below, your legal rights may**
15 **be affected whether you act or don't act. Please read this notice carefully.**

16 This is a notice to you about the settlement of a class action in which you
17 may be a member. The name of the action is *Jason White, et. al. v. National*
18 *Collegiate Athletic Association*, Case no. CV 06-0999-VBF (MANx) (the
19 "Action"). In this action, the Court certified a class of former NCAA football and
20 men's basketball student-athletes. Based on plaintiffs' claims in the case, the
21 Court has determined that you are a member of its certified class if you received an
22 athletic-based grant-in-aid from any of the:

23 (1) Football programs sponsored by the colleges and universities
24 included in NCAA Division I-A at any time between February 17, 2002 and the
25 end of academic year 2007-2008; or

26 (2) Men's basketball programs sponsored by the colleges and
27 universities in the ACC, Big East, Big 10, Big 12, Pac-10, SEC, Mountain West,
28 WAC, Atlantic 10, Conference USA, Mid-American, Sun Belt, West Coast,

1 Horizon League, Colonial Athletic Association, or Missouri Valley Conferences at
2 any time between February 17, 2002 and the end of the academic year 2007- 2008.

3 The action claims that the NCAA and its member institutions have violated
4 the federal antitrust laws by entering into an agreement to limit the athletic-based
5 aid awarded to student-athletes to an amount capped at the grant-in-aid level
6 (“GIA”). Under this GIA definition, member schools award certain student-
7 athletes athletic-based aid for their tuition, room and board, and required books.
8 Plaintiffs claim that this agreement harms competition because, absent that
9 agreement, all major collegiate men’s basketball and football programs would
10 compete with each other to offer student-athletes financial aid packages equal to
11 their cost of attendance (“COA”). The NCAA denies these claims, but has agreed
12 to a class-wide settlement on the terms outlined below.

13 **Purpose of This Notice**

14 The purpose of this notice is to inform you that the parties have reached a
15 settlement, to explain the terms of the settlement to you, and to provide you an
16 opportunity to object to the settlement, if you so desire.

17 **What are the Terms of the Settlement?**

18 1. For the academic years 2007-08 through 2012-13, the NCAA will
19 make available a total of \$218 million to NCAA Division I member institutions to
20 use if, and to the extent they choose, for the benefit of their student-athletes for
21 purposes allowed under the current guidelines for the Student-Athlete Opportunity
22 Fund. The NCAA may use the funds currently used for the Student Assistance
23 Fund and the Academic Enhancement Fund for this purpose and the NCAA will
24 encourage the Division I member institutions to use the available funds for such
25 aid to student-athletes with demonstrated financial and/or academic needs.

26 2. The NCAA will make available, over a three-year period, a total of
27 \$10 million to be distributed to qualifying former student-athletes in the class to
28 reimburse them for educational expenses hereafter incurred, subject to the

1 following limits: (1) a single one-time payment from the NCAA of up to \$500 to
2 cover career development expenses such as resume preparation, career counseling,
3 or job placement services, or, at the NCAA's option, the provision of such services
4 from vendors identified by the NCAA; and (2) up to \$2,500 per year for a
5 maximum of three years to reimburse bona fide educational expenses incurred in
6 connection with a program at an accredited institution leading to a two to four-year
7 undergraduate degree or an accredited professional, graduate, or post-graduate
8 degree of professional certificate. If at the end of the three-year period, any
9 portion of the \$10 million has not been expended, it will be the subject of a
10 supplemental distribution by the NCAA over the three subsequent years, or less if
11 the NCAA chooses, to the Division I schools having substantially the same effect
12 as an additional contribution to the funds listed in paragraph 1 above. The website
13 <http://www.ncaa.org> further explains these benefits and the process for applying
14 for them. Please consult it if you believe you wish to obtain more information or
15 wish to submit an application.

16 3. Arrangements have been made under which the NCAA's Division I
17 member schools can provide basic accident insurance coverage for injuries
18 sustained by student-athletes while participating in college athletics.

19 4. Conditioned upon approval of the settlement by the Court, the NCAA
20 Division I Board of Directors has approved adoption of a rule permitting, but not
21 requiring, Division I member schools to provide year round, comprehensive health
22 insurance to student-athletes.

23 5. The possibility of allowing aid through graduation to student-athletes
24 who no longer qualify for athletic-based aid has been recommended by the NCAA
25 staff and is currently under study by the NCAA's
26 Academic/Eligibility/Compliance Cabinet. The NCAA will also place before the
27 Cabinet for study the question of allowing member schools to provide multi-year
28 scholarships to student-athletes.

1 6. At the fairness hearing, class counsel will ask the Court for an award
2 of attorneys' fees of \$7.5 million and expenses in an amount not to exceed \$1.1
3 million, and for an award of \$5,000 to each of the four class representatives and the
4 four other former student-athletes who provided deposition testimony in this action
5 as an incentive payment for their contributions to the litigation. These awards will
6 be over and above all of the other obligations undertaken by the NCAA under the
7 settlement agreement as described above.

8 **When Will the Court Decide Whether to Approve the Settlement?**

9 The final fairness hearing will be held before the Hon. Valerie Baker
10 Fairbank, United States District Judge, on June 30, 2008, at 1:30 p.m. in
11 Courtroom 9, United States Courthouse, 312 N. Spring St., Los Angeles, CA
12 90012, to determine whether the settlement is fair, reasonable, and adequate and
13 the amount of attorneys' fees to be awarded to class counsel.

14 The Court will consider any objections to the settlement at the fairness
15 hearing. If you wish to object to the settlement, to class counsel's fee and expense
16 application, or to entry of the judgment, you must submit an objection, including
17 copies of any papers and briefs in support thereof, in writing by filing it with the
18 Clerk of the United States Court, 312 N. Spring Street, Los Angeles, California
19 90012, on or before May 23, 2008, and by sending copies of the objection by hand
20 delivery or first-class mail to the Parties' counsel as follows:

21 **Class Counsel**

22 Steven G. Sklaver
23 Susman Godfrey L.L.P.
24 1901 Avenue of the Stars, Suite 950
25 Los Angeles, CA 90067

26 Courtney A. Palko
27 Blecher & Collins, P.C.
28 515 S. Figueroa Street, Suite 1700
 Los Angeles, CA 90071

1 **Counsel for NCAA**

2 David M. Balabanian
3 Bingham McCutchen LLP
4 Three Embarcadero Center
5 San Francisco, CA 94111-4067

6 Gregory L. Curtner
7 Miller, Canfield, Paddock and Stone PLC
8 101 North Main Street, 7th Floor
9 Ann Arbor, MI 48104

10 Any Class Member who submits an objection may enter an appearance in
11 the Action at his own expense individually or through counsel of the Class
12 Member’s choice. All notices to appear at the Final Settlement Hearing must be
13 filed with the Clerk of the Court and served on the Parties’ counsel by the deadline
14 and in the manner specified in the previous paragraph. Any Class Member who
15 does not timely submit a notice to appear and an Objection shall be barred from
16 speaking or presenting any views at the Final Settlement Hearing. Class Members
17 who do not enter an appearance shall be represented by Class Counsel.

18 **What do I have to do?**

19 **Unless you wish to object to the proposed settlement, you do not need to**
20 **do anything.** If the Court approves the settlement, then you will release any claim
21 you may have against the NCAA based on the facts and allegations in this case,
22 and be entitled to the benefits of the settlement.

23 Unless you object to the proposed settlement in the manner described above,
24 the class representatives and class counsel will act as your representatives in
25 seeking final approval of the settlement that is the subject of this notice.

26 **Where Do I Get Additional Information?**

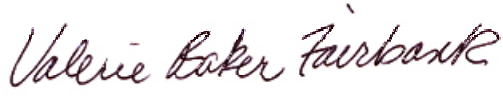
27 Any questions you have concerning the matters raised in this notice, or any
28 corrections or change of name or address, should not be directed to the Court or the
29 NCAA but should be directed to Class Counsel. In addition, if you want more
30 information or would like a copy of the settlement agreement or other papers filed
31 in this action, you may also contact Class Counsel. Please do not telephone either

1 the Clerk's office or the judge assigned to this action.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: _02/04/08_____

By:___



Valerie Baker Fairbank
United States District Judge