

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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

No. 1:23-cv-00425

MEMORANDUM AND ORDER RE:  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

Plaintiffs.

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NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION, an unincorporated  
association.

Defendant.

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Plaintiffs Shannon Ray, Khala Taylor, Peter Robinson, Katherine Sebbane, and Rudy Barajas brought this putative class action against defendant National Collegiate Athletic Association ("NCAA"), alleging violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1. (Second Am. Compl. (Docket No. 84).) Plaintiffs have filed an unopposed motion for preliminary approval of class action settlement. (Docket No. 159.)

1       I.     Background and Proposed Settlement

2                 This is one of two related cases assigned to this court  
3 involving antitrust challenges to a since-repealed NCAA bylaw  
4 barring "volunteer coaches" from receiving pay. The related  
5 case, Smart v. Nat'l Collegiate Athletic Ass'n, No. 2-22-cv-02125  
6 WBS CSL, 2025 WL 2651800 (E.D. Cal. Sept. 16, 2025), recently  
7 ended in settlement.

8                 The court previously granted plaintiffs' motion to  
9 certify a class in this action, which consists of "[a]ll persons  
10 who from March 17, 2019, to June 30, 2023, worked for an NCAA  
11 Division I sports program other than baseball in the position of  
12 'volunteer coach,' as designated by NCAA bylaws." (Docket No.  
13 128 at 27.) Plaintiffs now estimate the class has approximately  
14 7,718 members. (Docket No. 159 at 8.)

15                 The parties propose a gross settlement amount of  
16 \$303,000,000, to be paid in three separate installments of  
17 \$101,000,000 into a common fund over the course of two calendar  
18 years. (See Plan of Allocation (Docket No. 159-1 ¶ 2).) Amounts  
19 paid to class members "will be determined by the school, sport,  
20 and year in which he or she worked." (Docket No. 159 at 15.)  
21 More specifically, plaintiffs' expert Dr. Ashenfelter "will  
22 calculate a Recognized Loss for each six-month period coached by  
23 a Class Member . . . based on the wages paid to the team's  
24 lowest-paid coach during that period who was not designated as a  
25 'Volunteer Coach,'" and then incorporate a "stepdown" to account  
26 for the fact that class member coaching positions were "lower in  
27 the hierarchy than [their] reference coach." (Id. at 16; Plan of  
28 Allocation ¶ 12.) The resulting payment for each claimant will

1 be divided into three amounts corresponding with settlement  
2 distributions. (Id. at 12-13.)

3 Plaintiffs' counsel anticipates that attorneys' fees  
4 will comprise up to 30% of the settlement fund. (Docket No. 159  
5 at 27.) Plaintiffs further request service awards for the class  
6 representatives in the amount of \$25,000 each. (Id. at 29.)

7 II. Preliminary Approval of Class Action Settlements

8 Federal Rule of Civil Procedure 23(e) provides that  
9 "[t]he claims, issues, or defenses of a certified class may be  
10 settled . . . only with the court's approval." Fed. R. Civ. P.  
11 23(e). This Order is the first step in that process and analyzes  
12 only whether the proposed class action settlement deserves  
13 preliminary approval. See Murillo v. Pac. Gas & Elec. Co., 266  
14 F.R.D. 468, 473 (E.D. Cal. 2010) (Shubb, J.). Preliminary  
15 approval authorizes the parties to give notice to putative class  
16 members of the settlement agreement and lays the groundwork for a  
17 future fairness hearing, at which the court will hear objections  
18 to (1) the treatment of this litigation as a class action and (2)  
19 the terms of the settlement. See id.; Diaz v. Tr. Territory of  
20 Pac. Islands, 876 F.2d 1401, 1408 (9th Cir. 1989). The court  
21 will reach a final determination as to whether the parties should  
22 be allowed to settle the class action on their proposed terms  
23 after that hearing.

24 A. Class Certification and Notice

25 Having already certified a class under Rule 23, the  
26 court must now "direct to class members the best notice that is  
27 practicable under the circumstances, including individual notice  
28 to all members who can be identified through reasonable effort."

1 Fed. R. Civ. P. 23(c)(2)(B). Rule 23(c)(2) governs both the form  
2 and content of a proposed notice. See Ravens v. Iftikar, 174  
3 F.R.D. 651, 658 (N.D. Cal. 1997) (citing Eisen v. Carlisle &  
4 Jacquelin, 417 U.S. 156, 172-77 (1974)). Although that notice  
5 must be "reasonably certain to inform the absent members of the  
6 plaintiff class," actual notice is not required. Silber v.  
7 Mabon, 18 F.3d 1449, 1454 (9th Cir. 1994) (citation omitted).

8 Plaintiffs' counsel has provided the court with a  
9 proposed notice to be sent class members via email, First-Class  
10 Mail, and paid and earned media. (See Docket No. 159-3 at 4.) A  
11 dedicated website and toll-free telephone number will serve as  
12 additional resources. (Id.) The proposed notices explain the  
13 proceedings, define the scope of the class, and explain what the  
14 settlement provides and the minimum amount each class member can  
15 expect to receive in compensation. (See id. at 20-25.) The  
16 notices further explain the opt-out procedure, the procedure for  
17 objecting to the settlement, and the date and location of the  
18 final approval hearing. (See id.) The content of the notices  
19 therefore satisfies Rule 23(c)(2)(B). See Fed. R. Civ. P.  
20 23(c)(2)(B); Churchill Vill., L.L.C. v. Gen. Elec., 361 F.3d 566,  
21 575 (9th Cir. 2004) ("Notice is satisfactory if it 'generally  
22 describes the terms of the settlement in sufficient detail to  
23 alert those with adverse viewpoints to investigate and to come  
24 forward and be heard.'") (quoting Mendoza v. Tucson Sch. Dist.  
25 No. 1, 623 F.2d 1338, 1352 (9th Cir. 1980)).

26 The parties have selected A.B. Data, Ltd.'s Class  
27 Action Administration Company ("A.B. Data") to serve as the  
28 Settlement Administrator. (Declaration of Elaine Pang ("Pang

1 Decl.” (Docket No. 159-3) ¶ 4.) Pursuant to the notice plan, the  
2 Settlement Administrator will effectuate direct notice to each  
3 class member using a provided list of available names, schools,  
4 sports, email addresses, and/or mailing addresses for known class  
5 members. (See id. ¶ 10.) Further, the Settlement Administrator  
6 will establish a website and toll-free phone number, which will  
7 be referred to in the mail and email notices, to supplement  
8 direct notice and provide further information about the  
9 settlement to class members. (See id. ¶¶ 11-14.) The proposed  
10 notice procedures appear “reasonably calculated, under all the  
11 circumstances,” to apprise all class members of the proposed  
12 settlement. See Roes, 1-2 v. SFBSC Mgmt., LLC, 944 F.3d 1035,  
13 1045-46 (9th Cir. 2019).

14                   B. Terms of the Settlement

15                   The court must next determine whether the terms of the  
16 parties’ settlement appear fair, adequate, and reasonable. See  
17 Fed. R. Civ. P. 23(e)(2); Hanlon v. Chrysler Corp., 150 F.3d  
18 1011, 1026 (9th Cir. 1998). This process requires the court to  
19 “balance a number of factors,” including “the strength of the  
20 plaintiff’s case; the risk, expense, complexity, and likely  
21 duration of further litigation; the risk of maintaining class  
22 action status throughout the trial; the amount offered in  
23 settlement; the extent of discovery completed and the stage of  
24 the proceedings; the experience and views of counsel; the  
25 presence of a governmental participant; and the reaction of the  
26 class members to the proposed settlement.” Hanlon, 150 F.3d at  
27 1026.

28                   Because some of these factors cannot be considered

1 until the final fairness hearing, at the preliminary approval  
2 stage "the court need only determine whether the proposed  
3 settlement is within the range of possible approval," Murillo,  
4 266 F.R.D. at 479 (quoting Gautreaux v. Pierce, 690 F.2d 616, 621  
5 n.3 (7th Cir. 1982)), and resolve any "glaring deficiencies" in  
6 the settlement agreement before authorizing notice to class  
7 members, Ontiveros, No. 2:08-567 WBS DAD, 2014 WL 3057506, at \*12  
8 (E.D. Cal. July 7, 2014) (citing Murillo, 266 F.R.D. at 478).  
9 This generally requires consideration of "whether the proposed  
10 settlement discloses grounds to doubt its fairness or other  
11 obvious deficiencies, such as unduly preferential treatment of  
12 class representatives or segments of the class, or excessive  
13 compensation of attorneys." Murillo, 266 F.R.D. at 479 (quoting  
14 West v. Circle K Stores, Inc., 04-cv-438 WBS GGH, 2006 WL  
15 1652598, at \*11-12 (E.D. Cal. June 13, 2006)).

16 Courts often begin by examining the process that led to  
17 the settlement's terms to ensure that those terms are "the result  
18 of vigorous, arms-length bargaining" and then turn to the  
19 substantive terms of the agreement. See, e.g., Murillo, 266  
20 F.R.D. at 479-80; Circle K, 2006 WL 1652598, at \*11-12; In re  
21 Tableware Antitrust Litig., 484 F. Supp. 2d 1078, 1080 (N.D. Cal.  
22 2007) ("[P]reliminary approval of a settlement has both a  
23 procedural and a substantive component.").

24 1. Negotiation of the Settlement Agreement

25 This action was filed in 2023. (Docket No. 1.) The  
26 court disposed of NCAA's motions to dismiss and transfer venue in  
27 2023. (Docket No. 38.) The parties attempted mediation in  
28 summer 2024 but were unsuccessful in reaching a settlement at

1 that time. (Joint Declaration (Docket No. 159-1 ¶ 28.)  
2 Following additional litigation, including discovery motions,  
3 class certification proceedings, a petition for appeal, and  
4 filings on motions for partial summary judgment, the parties  
5 resumed settlement discussions in September 2025. (Docket No.  
6 159 at 20.) These discussions involved almost daily exchanges of  
7 proposals over ten days and were informed by the extensive  
8 litigation up to that point. (Id.) The parties agreed to request  
9 a continuance of the impending hearing on plaintiffs' motion for  
10 summary judgment and engaged another professional mediator.  
11 (Id.) Follow further exchange of memoranda and a full-day  
12 mediation on October 10, 2025, the parties reached a settlement.  
13 (Id.)

14 Given the extensive discovery and litigation conducted  
15 prior to settlement and counsel's representation that the  
16 settlement was the product of arms-length bargaining, the court  
17 at this stage does not question that the proposed settlement is  
18 the result of informed and non-collusive negotiations between the  
19 parties.

20 2. Amount Recovered and Distribution

21 In determining whether a settlement agreement is  
22 substantively fair to the class, the court must balance the value  
23 of expected recovery against the value of the settlement offer.  
24 See Tableware, 484 F. Supp. 2d at 1080. This inquiry may involve  
25 consideration of the uncertainty class members would face if the  
26 case were litigated to trial. See Ontiveros, 2014 WL 3057506, at  
27 \*14.

28 "In determining whether the amount offered in

1 settlement is fair, the Ninth Circuit has suggested that the  
2 Court compare the settlement amount to the parties' 'estimates of  
3 the maximum amount of damages recoverable in a successful  
4 litigation.'" Litty v. Merrill Lynch & Co., No. 14-cv-0425 PA  
5 PJW, 2015 WL 4698475, at \*9 (C.D. Cal. Apr. 27, 2015) (quoting In  
6 re: Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir.  
7 2000)); see also Almanzar v. Home Depot U.S.A., Inc., No. 2:20-  
8 cv-0699 KJN, 2022 WL 2817435, at \*11 (E.D. Cal. July 19, 2022)  
9 (citing Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 964 (9th Cir.  
10 2009)) ("In determining whether the amount offered is fair and  
11 reasonable, courts compare the proposed settlement to the best  
12 possible outcome for the class.")

13 Plaintiffs' expert has calculated the total damages  
14 suffered by class members to be \$299,600,000. (Dr. Ashenfelter  
15 Declaration ("Ashenfelter Decl.") (Docket No. 159-2) ¶ 9.) The  
16 gross settlement amount of \$303,000,000 represents over 100% of  
17 estimated damages to the class. This is an exceptional result  
18 for the class and is comfortably within the range of percentage  
19 recoveries that California courts have found to be reasonable.  
20 See Cavazos v. Salas Concrete, Inc., No. 1:19-cv-00062 DAD EPG,  
21 2022 WL 2918361, at \*6 (E.D. Cal. July 25, 2022) (collecting  
22 cases). Based on these figures, the average payment per class  
23 member is \$39,260 before allowed fees and expenses. (Docket No.  
24 159 at 9.) This five-figure payout also represents a strong  
25 result for the class.

26 Plaintiffs faced numerous risks in this complex  
27 antitrust litigation, including proving all elements of the  
28 claims, obtaining and maintaining class certification,

1 establishing liability, and the costliness of litigation and  
2 potential appeals on these issues. In light of the risks  
3 associated with further litigation and the strength of the  
4 settlement terms, the court finds that the value of the  
5 settlement is within the range of possible approval such that  
6 preliminary approval of the settlement is appropriate. The court  
7 further finds the method of processing class member claims to be  
8 adequate, as each class member's share of the settlement will be  
9 calculated on an individual basis by plaintiffs' expert based on  
10 factors including school, sport, and length of employment.

11                   3. Attorney's Fees

12                   If a negotiated class action settlement includes an  
13 award of attorney's fees, that fee award must be evaluated in the  
14 overall context of the settlement. Knisley v. Network Assocs.,  
15 312 F.3d 1123, 1126 (9th Cir. 2002); Monterrubio v. Best Buy  
16 Stores, L.P., 291 F.R.D. 443, 455 (E.D. Cal. 2013) (England, J.).  
17 The court "ha[s] an independent obligation to ensure that the  
18 award, like the settlement itself, is reasonable, even if the  
19 parties have already agreed to an amount." In re Bluetooth  
20 Headset Prods. Liab. Litig., 654 F.3d 935, 941 (9th Cir. 2011).

21                   Plaintiffs' counsel will seek fees in an amount not to  
22 exceed 30% of the gross settlement amount. (Docket No. 159 at  
23 27.) Counsel plans to file a fee petition contemporaneously with  
24 its motion for final approval which will provide details  
25 regarding expenses incurred and fees sought. (Id.) In deciding  
26 the attorney's fees motion, the court will have the opportunity  
27 to assess whether the requested fee award is reasonable by  
28 multiplying a reasonable hourly rate by the number of hours

1 counsel reasonably expended. See Van Gerwen v. Gurantee Mut.  
2 Life. Co., 214 F.3d 1041, 1045 (9th Cir. 2000). As part of this  
3 lodestar calculation, the court may consider factors such as the  
4 "degree of success" or "results obtained" by plaintiffs' counsel.  
5 See Cunningham v. Cnty. of L.A., 879 F.2d 481, 488 (9th Cir.  
6 1988). If the court, in ruling on the fees motion, finds that  
7 the amount of the settlement warrants a fee award at a rate lower  
8 than what plaintiffs' counsel requests, then it will reduce the  
9 award accordingly. The court will therefore not evaluate the fee  
10 award here in considering whether the settlement is adequate.

11 4. Service Awards for Class Representatives

12 "[A]wards that are intended to compensate class  
13 representatives for work undertaken on behalf of a class are  
14 fairly typical in class action cases." In re Online DVD-Rental  
15 Antitrust Litig., 779 F. 3d 934, 943 (9th Cir. 2015) (internal  
16 citations and quotation marks omitted). Class counsel plans to  
17 request service awards for the class representatives in the  
18 amount of \$25,000 each, for a total of \$125,000. (Docket No. 159  
19 at 29.)

20 "Several courts in this District have indicated that  
21 incentive payments of \$10,000 or \$25,000 are quite high and/or  
22 that, as a general matter, \$5,000 is a reasonable amount."  
23 Harris v. Vector Marketing Corp., No. C-08-5198 EMC, 2012 WL  
24 381202, at \*7 (N.D. Cal. Feb. 6, 2012) (collecting cases). In  
25 justifying their request, class counsel provides some detail of  
26 the class representatives' efforts in this action, including  
27 consulting with counsel on numerous occasions about their  
28 experience as college coaches, case strategy, and discovery, as

1 well as responding to interrogatories and sitting for  
2 depositions. (Id.) The court notes, however, that counsel has  
3 not identified specific reasons for why five individuals were  
4 needed for these efforts.

5 In light of the unusually high amount of the service  
6 award requested, and the number of class representatives listed,  
7 counsel is advised to provide a more substantial report in their  
8 motion for final approval of the class representatives'  
9 contributions to this action meriting the requested award  
10 amounts, which should also explain the necessity for having five  
11 representatives.

12 IT IS THEREFORE ORDERED that plaintiffs' motion for  
13 preliminary approval of the class action settlement (Docket No.  
14 159) be, and the same hereby is, GRANTED.

15 IT IS FURTHER ORDERED THAT:

16 (1) The proposed settlement is preliminarily approved as  
17 fair, just, reasonable, and adequate to the members of the  
18 settlement class, subject to further consideration at the final  
19 fairness hearing after distribution of notice to members of the  
20 settlement class;

21 (2) A.B. Data is appointed as the Settlement Administrator;

22 (3) The form and content of the proposed Notices of Class  
23 Action Settlement (Docket No. 159-3 at 3-14) are approved, except  
24 to the extent that they must be updated to reflect the dates and  
25 deadlines specified in this Order and other information such as  
website addresses and phone numbers;

27 (4) no later than seven (7) calendar days from the date this  
28 Order is signed, counsel shall provide the Settlement

1 Administrator with the class members' names, physical mailing  
2 addresses, telephone numbers, email addresses, and any other  
3 information pertinent to the administration of the Settlement, if  
4 they have not done so already;

5 (5) no later than fourteen (14) calendar days from the date  
6 this Order is signed, the Settlement Administrator shall send a  
7 Notice of Class Action Settlement to all members of the  
8 settlement class via first class mail and email. If a Notice is  
9 returned to the Settlement Administrator with a forwarding  
10 address, the Settlement Administrator will re-send the Notice to  
11 the forwarding address. If no forwarding address is provided,  
12 the Settlement Administrator will attempt to locate a more  
13 current address within three (3) business days of receipt of the  
14 returned mail;

15 (6) no later than sixty (60) days from the date Settlement  
16 Administrator mails the Notice of Class Action Settlement, though  
17 in the case of a re-mailed notice the deadline will be extended  
18 by fifteen (15) days, any member of the settlement class who  
19 intends to object to, comment upon, or opt out of the settlement  
20 shall provide written notice of that intent pursuant to the  
21 instructions in the Notice of Class Action Settlement;

22 (7) A final fairness hearing shall be set to occur before  
23 this Court on **May 11, 2026 at 1:30 p.m.** in Courtroom 5 of the  
24 Robert T. Matsui United States Courthouse, 501 I Street,  
25 Sacramento, California, to determine whether the proposed  
26 settlement is fair, reasonable, and adequate and should be  
27 approved by this court; whether the settlement class's claims  
28 should be dismissed with prejudice and judgment entered upon

1 final approval of the settlement; whether final class  
2 certification is appropriate; and to consider class counsel's  
3 applications for attorney's fees, costs, and incentive awards for  
4 the class representatives. The court may continue the final  
5 fairness hearing without further notice to the members of the  
6 class;

7 (8) no later than thirty-five (35) days before the final  
8 fairness hearing, class counsel shall file with this court a  
9 petition for an award of attorney's fees and costs. Any  
10 objections or responses to the petition shall be filed no later  
11 than twenty-one (21) days before the final fairness hearing.  
12 Class counsel may file a reply to any objections no later than  
13 fourteen (14) days before the final fairness hearing;

14 (9) no later than thirty-five (35) days before the final  
15 fairness hearing, class counsel shall file and serve upon the  
16 court and defendant's counsel all papers in support of the  
17 settlement, the incentive awards for the class representatives,  
18 and any award for attorney's fees and costs;

19 (10) no later than thirty-five (35) days before the final  
20 fairness hearing, the Settlement Administrator shall prepare, and  
21 class counsel shall file and serve upon the court and defendant's  
22 counsel, a declaration setting forth the services rendered, proof  
23 of mailing, a list of all class members who have opted out of the  
24 settlement, and a list of all class members who have commented  
25 upon or objected to the settlement;

26 (11) any person who has standing to object to the terms of  
27 the proposed settlement may appear at the final fairness hearing  
28 (themselves or through counsel) and be heard to the extent

1 allowed by the court in support of, or in opposition to, (a) the  
2 fairness, reasonableness, and adequacy of the proposed  
3 settlement, (b) the requested award of attorney's fees,  
4 reimbursement of costs, and incentive award to the class  
5 representative, and/or (c) the propriety of class certification.  
6 To be heard in opposition at the final fairness hearing, a person  
7 must, no later than sixty (60) days from the date the Settlement  
8 Administrator mails the Notice of Class Action Settlement, (a)  
9 serve by hand or through the mails written notice of his or her  
10 intention to appear, stating the name and case number of this  
11 action and each objection and the basis therefore, together with  
12 copies of any papers and briefs, upon class counsel and counsel  
13 for defendant, and (b) file said appearance, objections, papers,  
14 and briefs with the court, together with proof of service of all  
15 such documents upon counsel for the parties.

16 Responses to any such objections shall be served by  
17 hand or through the mails on the objectors, or on the objector's  
18 counsel if there is any, and filed with the court no later than  
19 fourteen (14) calendar days before the final fairness hearing.  
20 Objectors may file optional replies no later than seven (7)  
21 calendar days before the final fairness hearing in the same  
22 manner described above. Any settlement class member who does not  
23 make his or her objection in the manner provided herein shall be  
24 deemed to have waived such objection and shall forever be  
25 foreclosed from objecting to the fairness or adequacy of the  
26 proposed settlement, the judgment entered, and the award of  
27 attorney's fees, costs, and incentive awards to the class  
28 representatives unless otherwise ordered by the court;

1 (12) pending final determination of whether the settlement  
2 should be ultimately approved, the court preliminarily enjoins  
3 all class members (unless and until the class member has  
4 submitted a timely and valid request for exclusion) from filing  
5 or prosecuting any claims, suits, or administrative proceedings  
6 regarding claims to be released by the settlement.

7 Dated: January 6, 2026

William W. Shubbe

WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE