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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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SHANNON RAY, KHALA TAYLOR, PETER
ROBINSON, KATHERINE SEBANNE, and
RUDY BARAJAS, individually and
on behalf of all those similarly
situated,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION, an unincorporated
association,

Defendant.

No. 1:23-cv-425 WBS CSK

MEMORANDUM AND ORDER RE:
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

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Plaintiffs Shannon Ray, Khala Taylor, Peter Robinson,
Katherine Sebbane, and Rudy Barajas brought this class action
against defendant National Collegiate Athletic Association
("NCAA"), alleging violations of Section 1 of the Sherman
Antitrust Act, 15 U.S.C. § 1. (Docket No. 84 (Second Am.
Compl.).) On March 11, 2025, the court certified the proposed

1 class in this action. (See Docket No. 128 (Order Certifying
2 Class) at 27.) Subsequently, this court granted plaintiffs'
3 motion for preliminary approval of a class action settlement.
4 (Docket No. 163 (Prelim. Approval Order).)

5 Now Plaintiffs move for final approval of the class
6 action settlement (Docket No. 171 (Pls.' Mot. for Final
7 Approval)), as well as for approval of attorneys' fees, costs,
8 and service awards (Docket No. 172 (Pls.' Mot. for Fees)).

9 I. Motion for Final Approval of Class Action Settlement

10 The Ninth Circuit has declared a strong judicial policy
11 favoring settlement of class actions. Class Plaintiffs v. City
12 of Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992); see also
13 Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 965 (9th Cir. 2009)
14 ("We put a good deal of stock in the product of an arms-length,
15 non-collusive, negotiated resolution[.]") (citation omitted).
16 Federal Rule of Civil Procedure 23(e) provides that "[t]he
17 claims, issues, or defenses of a certified class may be settled
18 . . . only with the court's approval." Fed. R. Civ. P. 23(e).

19 "Approval under 23(e) involves a two-step process in
20 which the Court first determines whether a proposed class action
21 settlement deserves preliminary approval and then, after notice
22 is given to class members, whether final approval is warranted."
23 Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523,
24 525 (C.D. Cal. 2004) (citing Manual for Complex Litig. (Third),
25 § 30.41 (1995)). This court satisfied step one by granting
26 plaintiffs' unopposed motion for preliminary approval of class
27 action settlement on January 6, 2026. (See Prelim. Approval
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1 Order.) Now, following notice to the class members, the court
2 will consider whether final approval is merited by evaluating:
3 (1) the treatment of this litigation as a class action and (2)
4 the terms of the settlement. See Diaz v. Tr. Territory of Pac.
5 Islands, 876 F.2d 1401, 1408 (9th Cir. 1989).

6 A. Class Certification

7 To be certified, a putative class must satisfy the
8 requirements of Federal Rules of Civil Procedure 23(a) and 23(b).
9 Leyva v. Medline Indus. Inc., 716 F.3d 510, 512 (9th Cir. 2013).

10 Rule 23(a) restricts class actions to cases where: "(1)
11 the class is so numerous that joinder of all members is
12 impracticable [numerosity]; (2) there are questions of law or
13 fact common to the class [commonality]; (3) the claims or
14 defenses of the representative parties are typical of the claims
15 or defenses of the class [typicality]; and (4) the representative
16 parties will fairly and adequately protect the interests of the
17 class [adequacy of representation]." See Fed. R. Civ. P. 23(a).

18 After fulfilling the threshold requirements of Rule
19 23(a), the proposed class must satisfy the requirements of one of
20 the three subdivisions of Rule 23(b). Leyva, 716 F.3d at 512.
21 Under Rule 23(b) (3), a class action may be maintained only if (1)
22 "the court finds that questions of law or fact common to class
23 members predominate over questions affecting only individual
24 members" and (2) "that a class action is superior to other
25 available methods for fairly and efficiently adjudicating the
26 controversy." Fed. R. Civ. P. 23(b) (3).

27 On March 11, 2025, the court certified a class
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1 consisting of “[a]ll persons who, from March 17, 2019, to June
2 30, 2023, worked for an NCAA Division I sports program other than
3 baseball in the position of ‘volunteer coach,’ as designated by
4 NCAA Bylaws.” (See Order Certifying Class at 27.) At the time
5 of certification, the class was estimated to contain
6 approximately some 7,718 members. (See Docket No. 159-2 (Decl.
7 of Dr. Orley Ashenfelter (Dr. Ashenfelter Decl.)) ¶ 10.)

8 In its order certifying the class, the court found that
9 the putative class satisfied the Rule 23(a) requirements. (See
10 Order Certifying Class at 11–16.) The court found also that both
11 the predominance and superiority prerequisites of Rule 23(b) (3)
12 were satisfied. (Id. at 25–26.) The court is unaware of any
13 changes that would affect its conclusions as to Rule 23(a) or
14 Rule 23(b), and the parties have not indicated that they are
15 aware of any such developments.

16 B. Notice

17 Once a class is certified under Rule 23(b) (3), the
18 court “must direct to class members the best notice that is
19 practicable under the circumstances, including individual notice
20 to all members who can be identified through reasonable effort.”
21 Fed. R. Civ. P. 23(c) (2) (B). Rule 23(c) (2) governs both the form
22 and content of a proposed notice. See Ravens v. Iftikar, 174
23 F.R.D. 651, 658 (N.D. Cal. 1997) (citing Eisen v. Carlisle &
24 Jacquelin, 417 U.S. 156, 172–77 (1974)). Although that notice
25 must be “reasonably certain to inform the absent members of the
26 plaintiff class,” actual notice is not required. Silber v.
27 Mabon, 18 F.3d 1449, 1454 (9th Cir. 1994) (citation omitted).
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1 Plaintiffs' counsel provided the court with a proposed
2 email notice and proposed postcard notice to be sent to class
3 members, as well as media notices. (See Docket No. 159-3 (Decl.
4 of Elaine Pang (Pang Decl.)) at 3-14.) The notices explained the
5 proceedings, defined the scope of the class, and explained what
6 the settlement provides and the minimum amount each class member
7 can expect to receive in compensation. (See id.) The notices
8 further explained the opt-out procedure, the procedure for
9 objecting to the settlement, and the date and location of the
10 final approval hearing. (See id.) The content of the notices
11 therefore satisfies Rule 23(c)(2)(B). See Fed. R. Civ. P.
12 23(c)(2)(B); Churchill Vill., L.L.C. v. Gen. Elec., 361 F.3d 566,
13 575 (9th Cir. 2004) ("Notice is satisfactory if it 'generally
14 describes the terms of the settlement in sufficient detail to
15 alert those with adverse viewpoints to investigate and to come
16 forward and be heard.'") (quoting Mendoza v. Tucson Sch. Dist.
17 No. 1, 623 F.2d 1338, 1352 (9th Cir. 1980)).

18 The parties selected A.B. Data, Ltd.'s Class Action
19 Administration Company ("A.B. Data") to serve as the Settlement
20 Administrator. (See Prelim. Approval Order at 11.) The class
21 was notified by the Settlement Administrator "via email, a
22 postcard summary notice via first-class U.S. mail, and the long-
23 form notice posted on the settlement website." (Pls.' Mot. for
24 Final Approval at 9.) Emails were sent to class members with
25 last-known or otherwise identifiable email addresses, and first-
26 class mail was sent to class members with last-known physical
27 addresses. (Docket No. 171-1 (Decl. of Eric J. Miller (Miller
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1 Decl.) at ¶¶ 7–11.) Any UAA Postcard Notice that the USPS
2 returned as undeliverable was re-sent after contact information
3 was verified and updated, and where no forwarding address was
4 provided, A.B. Data conducted a search for a forwarding address.
5 (Id.) Email notices were also re-sent after follow-up
6 communications with class members. (Id.) Class Counsel further
7 contacted class members to ensure they knew about the settlement
8 and encouraged them to submit information via the settlement
9 website. (Docket No. 173 (Joint Decl.) at ¶ 38.)

10 The court appreciates the thorough efforts taken by the
11 parties to effectuate notice and is satisfied that the notice
12 procedure was “reasonably calculated, under all the
13 circumstances,” to apprise all class members of the proposed
14 settlement. See Roes, 1-2 v. SFBSC Mgmt., LLC, 944 F.3d 1035,
15 1045–46 (9th Cir. 2019).

16 C. Settlement Terms

17 Having determined in its March 2025 order that class
18 treatment is warranted, the court at this stage now need only
19 address whether the terms of the parties’ settlement appear fair,
20 adequate, and reasonable. See Fed. R. Civ. P. 23(e)(2). To
21 determine the fairness, adequacy, and reasonableness of the
22 agreement, Rule 23(e) requires the court to consider four
23 factors: “(1) the class representatives and class counsel have
24 adequately represented the class; (2) the proposal was negotiated
25 at arm’s length; (3) the relief provided for the class is
26 adequate; and (4) the proposal treats class members equitably
27 relative to each other.” Id. The Ninth Circuit has also
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1 identified eight additional factors the court may consider, many
2 of which overlap substantially with Rule 23(e)'s four factors:

3 The strength of the plaintiff's case; the risk,
4 expense, complexity, and likely duration of further
5 litigation; the risk of maintaining class action
6 status throughout the trial; the amount offered in
7 settlement; the extent of discovery completed and the
8 stage of the proceedings; the experience and views of
9 counsel; the presence of a governmental participant;
10 and the reaction of the class members to the proposed
11 settlement.

12 Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998).

13 1. Adequate Representation

14 The court must first consider whether "the class
15 representatives and class counsel have adequately represented the
16 class." Fed. R. Civ. P. 23(e)(2)(A). This analysis is
17 "redundant of the requirements of Rule 23(a)(4)" Hudson
18 v. Libre Tech., Inc., No. 3:18-cv-1371 GPC KSC, 2020 WL 2467060,
19 at *5 (S.D. Cal. May 13, 2020) (quoting 4 Newberg on Class
20 Actions § 13:48 (5th ed.)); see also In re GSE Bonds Antitr.
21 Litig., 414 F. Supp. 3d 686, 701 (S.D.N.Y. 2019) (noting
22 similarity of inquiries under Rule 23(a)(4) and Rule
23 23(e)(2)(A)).

24 Because the Court has found that the class satisfied
25 Rule 23(a)(4) at the class certification stage (Order Certifying
26 Class at 14–16), the adequacy factor under Rule 23(e)(2)(A) here
27 is also met. See Hudson, 2020 WL 2467060, at *5.

28 2. Negotiation of the Settlement Agreement

This action was filed in March 2023. (See Pls.' Mot.
for Final Approval at 8.) The court disposed of NCAA's motions
to dismiss and transfer venue in 2023. (See Docket No. 38 (Order

1 Den. Def.'s Mot. to Transfer & Dismiss).) In the summer of 2024,
2 the parties engaged in mediation but to no avail, being unable to
3 reach a resolution "or even make meaningful progress." (Pls.'
4 Mot. for Final Approval at 14.) Following their unsuccessful
5 2024 mediation, the parties engaged in substantial further
6 litigation in the form of extensive discovery and motion
7 practice. (Id.) Settlement discussions between the parties did
8 not resume until September 2025. (Id.)

9
10 In the roughly one-year period between the first and
11 second settlement talks, the parties' vigorous prosecution of
12 this case included filings for (a) discovery motions and requests
13 to seal (Docket Nos. 86, 87, 89, 91, 93, 101, 112-115, 119-124,
14 129, 152); (b) a motion to file a second amended complaint
15 (Docket Nos. 82, 84); (c) class certification proceedings (Docket
16 Nos. 85, 94, 95, 102-105, 111, 128); (d) a petition for appeal
17 (Docket No. 131); and (e) motions for partial summary judgment
18 (Docket Nos. 144, 150, 151, 153). At the same time, the parties
19 also conducted formal and informal discovery and worked closely
20 with experts and economists. (Pls.' Mot. for Final Approval at
21 13.)

22 As a result of zealously litigating this case, the
23 parties developed "clarity and certainty about the strength[s]
24 and risks of Plaintiffs' claims and the potential damages in the
25 case" by the time settlement discussions resumed. (Id. at 14.)
26 "After near-daily discussions and exchanges of proposals over the
27 course of ten days resulted in considerable progress," the
28 parties agreed to engage the services of a professional mediator.

1 (Id.) On October 10, 2025, Mr. Miles Ruthberg of Phillips ADR
2 facilitated the parties' negotiations in a full-day mediation
3 that -- along with subsequent additional negotiations -- resulted
4 in the settlement agreement now before the court. (Id.)

5 Plaintiffs argue that "[t]he extensive and informed
6 negotiations between the parties and the assistance of an
7 experienced mediator confirm that the settlement resulted from
8 arm's-length negotiations." (Id.) The court agrees.

9 Given the parties' representation that the settlement
10 reached was the product of arms-length negotiation, facilitated
11 by a mediator, and conducted against the backdrop of two and a
12 half years of vigorous litigation and discovery, the court finds
13 that the proposed settlement is the result of informed and non-
14 collusive negotiations between the parties. See In re Anthem,
15 Inc. Data Breach Litig., 327 F.R.D. 299, 327 (N.D. Cal. 2018);
16 see also La Fleur v. Med. Mgmt. Int'l, Inc., No. 13-cv-00398,
17 2014 WL 2967475, at *4-5 (C.D. Cal. June 25, 2014).

18 3. Adequate Relief

19 In determining whether a settlement agreement provides
20 adequate relief for the class, the court must "take into account
21 (i) the costs, risks, and delay of trial and appeal; (ii) the
22 effectiveness of any proposed method of distributing relief to
23 the class, including the method of processing class-member
24 claims; (iii) the terms of any proposed award of attorney's fees,
25 including timing of payment; and (iv) any [other] agreement[s]"
26 made in connection with the proposal. See Fed. R. Civ. P.
27 23(e) (2) (C); Baker v. SeaWorld Entm't, Inc., No. 14-cv-02129-MMA-
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1 AGS, 2020 WL 4260712, at *6-8 (S.D. Cal. Jul. 24, 2020).

2 The court notes that, in evaluating whether the
3 settlement provides adequate relief, it must consider several of
4 the same factors outlined in Hanlon, including the strength of
5 the plaintiffs' case; the risk, expense, complexity, and likely
6 duration of further litigation; the risk of maintaining class
7 action status throughout the trial; and the amount offered in
8 settlement. See Hanlon, 150 F.3d at 1026.

9 In determining whether a settlement agreement is
10 substantively fair to class members, the court must balance the
11 value of expected recovery against the value of the settlement
12 offer. See In re Tableware Antitrust Litig., 484 F. Supp. 2d
13 1078, 1080 (N.D. Cal. 2007). When a settlement was reached prior
14 to class certification, it is subject to heightened scrutiny for
15 purposes of final approval, wherein the recommendations of
16 plaintiffs' counsel are not given a presumption of reasonableness
17 but rather are subject to close review. See In re Apple Inc.
18 Device Performance Litig., 50 F.4th 769, 782-83 (9th Cir. 2022).
19 Here, the class was certified almost seven months to the day
20 before settlement negotiations began. (See Order Certifying
21 Class.) Because the settlement proposed here was not reached
22 prior to class certification, such heightened scrutiny is not
23 necessary. See In re Apple, 50 F.4th at 782-83.

24 Plaintiffs' expert calculated the aggregate damages
25 suffered by class members from lost wages to be \$253,900,000.00,
26 and the total from lost wages as well as lost health benefits to
27 be \$299,600,000.00. (Dr. Ashenfelter Decl. at ¶ 9.) The common
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1 settlement fund is \$303,000,000.00, which translates to
2 approximately 119% of the estimated damages from lost wages and
3 101% of the calculated damages for lost wages and health
4 benefits. (See Pls.' Mot. for Final Approval at 9.) Plaintiffs
5 propose to allocate that amount as follows: (1) \$208,375,652.62
6 in payments to class members; (2) \$90,900,000.00 for plaintiffs'
7 counsel's fees and \$3,599,347.38 for costs and expenses; and (3)
8 \$125,000.00 in incentive awards to be split equally among the
9 five named plaintiffs. (See id. at 2-3.)

10 The portion of the settlement allocated to class member
11 payments -- \$208,375,652.62 -- constitutes approximately 68.77%
12 of the maximum valuation. This represents a strong result for
13 the class and is comfortably within the range of percentage
14 recoveries that California courts have found to be reasonable.
15 See Cavazos v. Salas Concrete, Inc., No. 1:19-cv-62 DAD EPG, 2022
16 WL 2918361, at *6 (E.D. Cal. July 25, 2022) (collecting cases).
17 Based on these figures, the average payment per class member is
18 \$26,998.66. This five-figure payout also represents a strong
19 result for the class.

20 Each class member's individual share of the settlement
21 will be determined by the school, sport, and year(s) in which he
22 or she worked" where an individual class member's "allocation
23 will be based on the actual compensation paid during the class
24 period to the lowest-compensated, non-wage-fixed coach who worked
25 on the same team at the same time." (Pls.' Mot. for Final
26 Approval at 13-14.) Or, in rare cases where this method is not
27 an option due to limited data, based on an estimate. (Id. at
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1 14.)

2 Plaintiffs faced numerous hurdles in this antitrust
3 litigation, including proving all elements of the claims,
4 obtaining and maintaining class certification, establishing
5 liability, and the costliness of litigation and potential appeals
6 on these issues.

7 In light of the risks associated with further
8 litigation and the relative strength of defendant's arguments,
9 the court finds that the value of the settlement counsels in
10 favor of granting final approval. The court further finds the
11 method of processing class member claims to be adequate. The
12 court is also satisfied that counsel's requested fees are
13 reasonable and support approval of the settlement, which it will
14 address in greater detail below.

15 4. Equitable Treatment of Class Members

16 Finally, the court must consider whether the Settlement
17 Agreement "treats class members equitably relative to each
18 other." See Fed. R. Civ. P. 23(e)(2)(D). In doing so, the court
19 determines whether the settlement "improperly grant[s]
20 preferential treatment to class representatives or segments of
21 the class." Hudson, 2020 WL 2467060, at *9 (quoting Tableware,
22 484 F. Supp. at 1079).

23 Here, the Settlement Agreement does not improperly
24 discriminate between any segments of the class, as all class
25 members are entitled to monetary relief based on the amount of
26 time worked as a volunteer coach and the school for which the
27 class member worked. (See Pls.' Mot. for Prelim. Approval at 13-
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1 22.) The Settlement Agreement aims to make class members whole
2 and so calculates the awards due to each member individually,
3 applying formulas and methodologies that "fairly reflect the
4 contours of the labor market and the but-for compensation each
5 Class Member would have received absent the Wage Fix." (Pls.'
6 Mot. for Final Approval at 22; see also Docket No. 171-2 (Plan of
7 Allocation) at ¶ 10.)

8 Payments may differ as between individual class
9 members, but that is not a function of preferential treatment or
10 other improper discrimination between class segments because
11 payments to class members are individually calculated using the
12 same formula. (Plan of Allocation at ¶¶ 11-14.) Any differences
13 in the awards distributed to individual class members will result
14 not from inequitable treatment in the Settlement Agreement, but
15 from differences in the underlying damages suffered by individual
16 claimants. (Pls.' Mot. for Final Approval at 22.) The court
17 finds this is a relevant difference and does not undermine a
18 finding of equitable treatment as required under Rule
19 23(e)(2)(D).

20 Also, the court notes that the Settlement Agreement and
21 the Plan of Allocation include various procedural and structural
22 protections that further serve to guarantee equitable treatment
23 of and between class members.

24 First, the agreement sets a compensation floor whereby
25 all class members are guaranteed to receive no less than
26 \$5,000.00. (Pls.' Mot. for Final Approval at 22.) The formulas
27 and processes to be used in calculating an individual class
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1 member's award include a "scaled recognized loss" whereby an
2 individual class member's award will be "scaled up" to \$5,000.00
3 if the initial calculation of their damages falls below that
4 threshold. (Plan of Allocation at ¶ 13.)

5 Second, the Plan of Allocation provides that the
6 Settlement Administrator will prepare a "Distribution Report"
7 that will contain, among other information, (i) "a list of
8 purported Class Members who filed Claim Forms that were rejected
9 and the reasons for the rejections"; (ii) "a list of challenges
10 (if any) to the Claim Forms that were rejected and the reasons
11 for rejecting the challenges"; and (iii) "the date any such
12 Claimant whose challenge was rejected was informed by A.B. Data
13 of that rejection." (Id. at ¶ 17.)

14 Third, the Plan of Allocation also provides class
15 members with terms outlining resolution of any disputes that
16 arise between claimants and the Claims Administrator. (Id. at ¶¶
17 26–29.) These procedures further formalize the procedures
18 whereby the Claims Administrator will apprise a claimant of his
19 or her rights to challenge decisions of the Claims Administrator
20 in court. (Id.)

21 Finally, the court finds the Settlement Agreement does
22 not treat class members and class representatives in an
23 inequitable manner. As the court discusses in greater detail
24 below, see discussion infra Section II.C., the Settlement
25 Agreement treats class members and class representatives the same
26 except only for the proposed service awards, but those award
27 amounts are less than the average settlement payment per class
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1 member whether calculated in gross or after deducting fees, id.

2 Accordingly, the court finds the Settlement Agreement
3 satisfies the equitable treatment requirements imposed under Rule
4 23. See Fed. R. Civ. P. 23(e) (2) (D).

5 5. Remaining Hanlon Factors

6 In addition to the factors already considered as part
7 of the court's analysis under Rule 23(e) (A)-(D), the court must
8 also examine "the extent of the discovery completed . . . , the
9 presence of government participation, and the reaction of class
10 members to the proposed settlement." Hanlon, 150 F.3d at 1026.

11 As explained above, counsel engaged in thorough
12 informal and formal discovery. This factor thus weighs in favor
13 of final approval of the settlement.

14 The seventh Hanlon factor pertains to government
15 participation. See Hanlon, 150 F.3d at 1026. As there is no
16 government participation in this case, this factor is neutral.

17 The eighth Hanlon factor, the reaction of the class
18 members to the proposed settlement, also weighs in favor of final
19 approval. See Hanlon, 150 F.3d at 1026. The class has expressed
20 "enthusiastic support . . . sharing the many ways in which the
21 substantial relief provided by the Settlement . . . will have
22 life-changing impacts." (See Pls.' Mot. for Final Approval at
23 1.) At the time of filing, only 12 class members had opted out
24 and none had objected. (Miller Decl. at ¶ 21.)

25 In sum, the four factors that the court must evaluate
26 under Rule 23(e) and the eight Hanlon factors, taken as a whole,
27 weigh heavily in favor of approving the settlement. The court
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1 will therefore grant final approval of the Settlement Agreement.

2 II. Motion for Attorneys' Fees, Costs, and Service Awards

3 A. Attorneys' Fees

4 Federal Rule of Civil Procedure 23(h) provides, "[i]n a
5 certified class action, the court may award reasonable attorney's
6 fees and nontaxable costs that are authorized by law or by the
7 parties' agreement." Fed. R. Civ. P. 23(h). If a negotiated
8 class action settlement includes an award of attorneys' fees,
9 that fee award must be evaluated in the overall context of the
10 settlement. Knisley v. Network Assocs., 312 F.3d 1123, 1126 (9th
11 Cir. 2002); Monterrubio v. Best Buy Stores, L.P., 291 F.R.D. 443,
12 455 (E.D. Cal. 2013) (England, J.). The court "ha[s] an
13 independent obligation to ensure that the award, like the
14 settlement itself, is reasonable, even if the parties have
15 already agreed to an amount." In re Bluetooth Headset Prod.
16 Liab. Litig., 654 F.3d 935, 941 (9th Cir. 2011).

17 "Under the 'common fund' doctrine, 'a litigant or a
18 lawyer who recovers a common fund for the benefit of persons
19 other than himself or his client is entitled to a reasonable
20 attorney's fee from the fund as a whole.'" Staton v. Boeing Co.,
21 327 F.3d 938, 967 (9th Cir. 2003) (quoting Boeing Co. v. Van
22 Gemert, 444 U.S. 472, 478 (1980)). In common fund cases, the
23 district court has discretion to determine the amount of
24 attorneys' fees to be drawn from the fund by employing either the
25 percentage method or the lodestar method. Id. The court may
26 also use one method as a "cross-check[]" upon the other method.
27 See Bluetooth Headset, 654 F.3d at 944.

1 Like other complex antitrust class actions, this case
2 presented both counsel and the class with a risk of no recovery
3 at all, as already discussed above. Plaintiffs' counsel took on
4 this matter on a contingency basis. (Pls.' Mot. for Fees at 2.)
5 The nature of contingency work inherently carries risks that
6 counsel will sometimes recover very little to nothing at all,
7 even for cases that may be meritorious. See Kimbo v. MXD Group,
8 Inc., No. 2:19-cv-166 WBS KNJ, 2021 WL 492493, at *7 (E.D. Cal.
9 Feb. 10, 2021).

10 Where counsel succeed in vindicating rights on behalf
11 of a class, they depend on recovering a reasonable percentage-of-
12 the-fund fee award to enable them to take on similar risks in
13 future cases. See id. Plaintiffs' counsel argues that, in light
14 of the result obtained and substantial risk taken in this case, a
15 \$90,900,000.00 fee constituting 30% of the fund is reasonable.
16 (See Pls.' Mot. for Fees at 2.) To support their position,
17 plaintiffs cite numerous antitrust class action cases in this
18 circuit -- awarding below and above \$100 million -- wherein
19 attorneys' fees exceeded 30% of the common fund. (See id. at 14-
20 15.)

21 The Ninth Circuit has established 25% of the fund as
22 the "benchmark" award that should be given in common fund cases.
23 Six (6) Mexican Workers v. Ariz. Citrus Growers, 904 F.2d 1301,
24 1311 (9th Cir. 1990). But as plaintiffs point out, "courts in
25 this circuit have approved fees that exceeded that benchmark in
26 many cases." Osegueda v. Northern California Inalliance, No. 18-
27 cv-835 WBS EFB, 2020 WL 4194055, at *6 (E.D. Cal. July 21, 2020)
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1 (citation modified). "A fees award amounting to '33 1/3% of the
2 total settlement value' is considered 'acceptable.'" Id. at *6;
3 see also Watson v. Tennant Co., No. 2:18-cv-2462 WBS DB, 2020 WL
4 5502318, at *7 (E.D. Cal. Sep. 11, 2020) (awarding 33.33% of
5 settlement fund). Given that the requested fee is in line with
6 the typical practice in the Ninth Circuit and in this district,
7 the court agrees that plaintiffs' counsel's requested percentage
8 of the common fund is reasonable.

9 "Calculation of the lodestar, which measures the
10 lawyers' investment of time in the litigation, provides a check
11 on the reasonableness of the percentage award." Vizcaino v.
12 Microsoft Corp., 290 F.3d 1043, 1050 (9th Cir. 2002). See In re
13 Bluetooth Headset, 654 F.3d at 941-42. As part of this lodestar
14 calculation, the court may consider factors such as the "level of
15 success" or "results obtained" by plaintiffs' counsel. See id.

16 To determine whether counsel has employed a "reasonable
17 hourly rate" for purposes of calculating the lodestar amount, the
18 court must look to the "prevailing market rates in the relevant
19 community." Gonzalez v. City of Maywood, 729 F.3d 1196, 1206
20 (9th Cir. 2013) (quoting Blum v. Stenson, 465 886, 895 (9th Cir.
21 2001)). "Generally, when determining a reasonable hourly rate,
22 the relevant community is the forum in which the district court
23 sits." Id. (quoting Prison Legal News v. Schwarzenegger, 608
24 F.3d 446, 454 (9th Cir. 2010) (internal quotation marks
25 omitted)). Within this geographic community, the district court
26 should "tak[e] into consideration the experience, skill, and
27 reputation of the attorney [or paralegal]." Dang v. Cross, 422
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1 F.3d 800, 813 (9th Cir. 2005) (internal quotation marks omitted).

2 Plaintiffs direct the court's attention to an exception
3 to the local forum rule, whereby a non-local rate "may be used if
4 local counsel was unavailable, either because they are unwilling
5 or unable to perform because they lack the degree of experience,
6 expertise, or specialization to properly handle the case." Smart
7 v. Nat'l Collegiate Athletic Ass'n, No. 2:22-cv-2125 WBS CSK,
8 2025 WL 1248794, at *7 (E.D. Cal. Apr. 30, 2025) (quoting Barjon
9 v. Dalton, 132 F.3d 496, 500 (9th Cir. 1997)). Counsel argue
10 that the reasoning this court applied in Smart also applies in
11 here because "this case was likewise a large, complex antitrust
12 matter (indeed, larger and arguably more complex than Smart)."
13 (Pls.' Mot. for Fees at 18-19.) Thus, counsel argue that
14 "[u]sing a non-local rate is especially appropriate in large,
15 complex antitrust cases, which require a high degree of
16 specialization and a level of risk that few law firms are willing
17 to take on." (Id. at 18.)

18 Counsel represent that they have dedicated a combined
19 total of over 35,622.50 hours of work to this case. (Joint Decl.
20 at ¶ 45.) They have also submitted billing summary charts to
21 confirm this number. (Docket Nos. 172-1 at 6, 172-2 at 9, 172-3
22 at 6, 172-4 at 1.)

23 Across their firms, the typical hourly rates for the
24 partners working on this case were \$925.00 to \$1,400.00, while
25 the typical rates for the non-partner associates ranged from
26 \$400.00 to \$850.00. (Docket Nos. 172-1 at 6, 172-2 at 9, 172-3
27 at 6, 172-4 at 1.) Counsel represent that these rates are
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1 "reasonable and in line with rates charged for similarly large
2 and complex work by professionals with similar levels of
3 experience and comparable reputations." (Joint Decl. at ¶ 49
4 (citing Smart v. NCAA, No. 2:22-cv-02125-WBS-CSK (E.D. Cal. July
5 2, 2025), Dkt. No. 82-1 at 34).)

6 According to counsel, "[t]here are relatively few
7 plaintiff-side complex litigation firms that specialize in large
8 antitrust cases and are willing to front the substantial attorney
9 time and expenses to litigate a nationwide case of this scale."
10 (Joint Decl. at ¶ 49.) Yet, here, the firms representing the
11 class all "specialize in litigating nationwide antitrust cases."
12 (Id.) More pertinently, counsel argue that "[f]ew practicing
13 attorneys could offer that first-hand experience with litigating
14 these types of claims, on behalf of a similar class of coaches,
15 against the same defendant." (Id. at ¶ 50.) Finally, counsel
16 represents that the result achieved in this action -- more than
17 100% of alleged damages -- supports the requested fees. (See
18 Pls.' Mot. for Fees at 7.)

19 In light of the evidence presented of counsels'
20 reputation in litigating matters of this kind, alongside the
21 skill and specialization put to use in achieving the exceptional
22 result in this case and the lack of available local counsel, the
23 court is satisfied that a non-local rate is appropriate and thus
24 that counsel's requested rate is reasonable.

25 Counsel have provided a list of attorneys who worked on
26 the matter along with their rates and hours worked. (Docket Nos.
27 172-1 at 6, 172-2 at 9, 172-3 at 6, 172-4 at 1.) Based on
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1 35,622.50 hours billed at the stipulated rates, the lodestar
2 figure is \$26,662,017.50. The requested amount of \$90,900,000.00
3 exceeds the lodestar figure by a factor of 3.41. However, this
4 multiplier is within the acceptable range for a case this complex
5 and is, therefore, reasonable. Ziegler v. GW Pharmaceuticals,
6 PLC, No. 21-cv-1019 BAS MSB, 2024 WL 1470532 (S.D. Cal. Apr. 3,
7 2024) (affirming fee award with lodestar multiplier of 2.87); see
8 also Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1051 (9th Cir.
9 2002) (same, with 3.65).

10 Accordingly, the court finds the requested fees to be
11 reasonable and will grant counsel's motion for attorneys' fees.

12 B. Costs

13 "There is no doubt that an attorney who has created a
14 common fund for the benefit of the class is entitled to
15 reimbursement of reasonable litigation expenses from that fund."
16 In re Heritage Bond Litig., No. 02-cv-1475, 2005 WL 1594403, at
17 *23 (C.D. Cal. June 10, 2005). Costs may be recovered where they
18 "have been adequately documented and reasonably incurred for the
19 benefit of the class." Odrick v. UnionBancal Corp., No. C 10-
20 5565 SBA, 2012 WL 6019495 (N.D. Cal. Dec. 3, 2012).

21 Counsel's litigation expenses and costs total
22 \$3,599,347.38. (Joint Decl. at ¶¶ 53–54.) These expenses
23 include research fees, expert consultation fees, travel expenses,
24 transcript fees, service fees, mediation fees, and other court
25 costs. (Id.) Counsel has documented these costs and shown their
26 benefit to the class. (See id. at ¶ 55.) The court finds these
27 are reasonable litigation expenses. Therefore, the court will
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1 grant class counsel's request for costs in the amount of
2 \$3,599,347.38.

3 C. Service Award

4 "Incentive awards are fairly typical in class action
5 cases." Rodriguez, 563 F.3d at 958. These awards are
6 "particularly appropriate in wage-and-hour actions where a
7 plaintiff undertakes a significant reputational risk by bringing
8 suit against his or her former employers." Wagner v. Cnty. of
9 Inyo, No. 1:17-cv-969 DAD JLT, 2018 WL 5099761, at *7 (E.D. Cal.
10 Oct. 18, 2018) (citing Rodriguez, 563 F.3d at 958-59).

11 Nevertheless, the Ninth Circuit has cautioned that
12 "district courts must be vigilant in scrutinizing all incentive
13 awards to determine whether they destroy the adequacy of the
14 class representatives" Radcliffe v. Experian Info.
15 Solutions, Inc., 715 F.3d 1157, 1164 (9th Cir. 2013). In the
16 Ninth Circuit, an incentive award of \$5,000.00 is presumptively
17 reasonable. Davis v. Brown Shoe Co., Inc., No. 1:13-cv-1211 LJO
18 BAM, 2015 WL 6697929, at *11 (E.D. Cal. Nov. 3, 2015).

19 In assessing the reasonableness of incentive payments,
20 the court should consider "the actions the plaintiff has taken to
21 protect the interests of the class, the degree to which the class
22 has benefitted from those actions" and "the amount of time and
23 effort the plaintiff expended in pursuing the litigation."
24 Staton v. Boeing Co., 327 F.3d 938, 977 (9th Cir. 2003) (citation
25 omitted).

26 Although a \$5,000.00 award is considered presumptively
27 reasonable, in this circuit service awards are by no means capped
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1 at \$5,000.00. Courts can, and many do, approve incentive awards
2 that are far larger. Van Franken v. Atl. Richfield Co., 901 F.
3 Supp. 294, 300 (N.D. Cal. 1995) (authorizing an incentive award
4 in the amount of \$50,000.00); In re College Athlete NIL Litig.,
5 2025 WL 3171376, at *3 (N.D. Cal. July 11, 2025) (approving
6 service awards of \$125,000.00 for each of three class
7 representatives); Le v. Zuffa, LLC, No. 15-cv-1045, ECF 1065 at 5
8 (D. Nev. Mar. 3, 2025) (granting service awards of \$250,000.00
9 for each of the five class representatives).

10 To evaluate whether an uncommonly large award is
11 appropriate, some of the factors that courts consider include
12 "the actions the plaintiff has taken to protect the interest of
13 the class, the degree to which the class has benefited from those
14 actions, [and] the amount of time and effort the plaintiff
15 expended in pursuing the litigation." Staton, 327 F.3d at 977
16 (quoting Cook v. Niedert, 142 F.3d 1004, 1016 (7th Cir. 1998)).

17 A court may also take into consideration the level of
18 risk the class representatives faced by filing suit and by
19 representing the class. See Dyer v. Wells Fargo Bank, N.A., 303
20 F.R.D. 326, 335 (N.D. Cal. 2014) (granting approval of a service
21 award partly because the class representatives "risked their
22 professional reputation as well as the possibility of
23 retaliation."). Ultimately, the court must balance "the number
24 of named plaintiffs receiving incentive payments, the proportion
25 of the payments relative to the settlement amount, and the size
26 of each payment." Id.

27 Here, plaintiffs seek \$25,000.00 incentive awards for
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1 each of the five named plaintiffs, totaling \$125,000.00. (See
2 Pls.' Mot. for Fees at 21-26.) Noting the unusually large amount
3 of the requested service awards and the number of awards sought,
4 at the preliminary approval stage, this court advised that to
5 receive final approval, plaintiffs' counsel needed to "provide a
6 more substantial report . . . of the class representatives'
7 contributions to this action meriting the requested award amounts
8 which should also explain the necessity for having five
9 representatives." (Prelim. Approval Order at 11.)

10 According to plaintiffs' counsel, each of the five
11 class representatives was essential in prosecuting this case and
12 securing a favorable outcome for the class. (See Pls.' Mot. for
13 Fees at 21-26.) The class representatives "collectively devoted
14 hundreds of hours assisting in the case." (Id. at 22.) As well,
15 each undertook significant risk in bringing this litigation and
16 did so at the potential cost of their reputations and coaching
17 careers. (Id. at 23.) For instance, plaintiffs note that "part
18 of NCAA's strategy in this case was to question the coaching
19 competency of the class representatives" and "openly asserted
20 that none of the class representatives were skilled enough to
21 qualify for paid coaching positions." (Id.)

22 Counsel explains that it was a deliberate choice and
23 part of the litigation strategy to have exactly five class
24 representatives. (See id. at 25.) Any other number of
25 representatives may have been unable to "demonstrate sufficient
26 commonality" to for purposes of class certification. (Id.)
27 "Ultimately, having a bench of five representatives, each with
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1 their individual perspectives, proved critical to navigating
2 class certification, working with Dr. Ashenfelter to design a
3 damages model grounded in the real-world realities of the
4 coaching market, and ultimately securing an excellent result for
5 the Class.” (Id. at 26.)

6 Thus, although the requested service award of
7 \$25,000.00 far exceeds the threshold of presumptive
8 reasonableness, the essential contributions of each of the five
9 class representatives weighs heavily in favor of finding the
10 award reasonable.

11 The weight shifts further in that direction when the
12 proposed award is considered “in light of the size of the
13 settlement and the average payout to other class members.” (Id.
14 at 24.) Here, “the total service awards represent a minuscule
15 portion of the overall settlement fund—less than 0.04%.” (Id.)
16 Further, the individual award amounts are less than the gross
17 recovery of the average class member. (Id.)

18 Accordingly, the court finds that each of the five
19 class representatives expended considerable time and effort. In
20 light of plaintiffs’ efforts, the risks incurred in bringing this
21 action, and the degree of success enjoyed by the class, the court
22 finds the requested incentive awards to be reasonable and will
23 approve the awards.

24 III. Conclusion

25 Based on the foregoing, the court will approve the
26 settlement set forth in the Settlement Agreement as fair,
27 reasonable, and adequate. The Settlement Agreement shall be
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1 binding upon all participating class members who did not exclude
2 themselves. The court will also approve the proposed allocation
3 of attorneys' fees, litigation expenses, and service awards.

4 IT IS THEREFORE ORDERED that plaintiffs' unopposed
5 motions for final approval of the class action settlement (Docket
6 No. 171), and for attorneys' fees, litigation costs, and service
7 awards (Docket No. 172) be, and the same hereby are, GRANTED.

8 ACCORDINGLY, IT IS ORDERED THAT:

9 (1) This Judgment incorporates by reference the
10 definitions in the Agreement, and all capitalized terms used
11 herein shall have the same meanings as set forth in the
12 Agreement, unless otherwise set forth herein.

13 (2) This Court has jurisdiction over the subject
14 matter of the Litigation and over all parties to the Litigation,
15 including all Class Members.

16 (3) The Court hereby reaffirms its determination that
17 the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3) are
18 satisfied, including for settlement and judgment purposes. The
19 Class is defined as: "All persons who, from March 17, 2019, to
20 June 30, 2023, worked for an NCAA Division I sports program other
21 than baseball in the position of 'volunteer coach,' as designated
22 by NCAA Bylaws."

23 (4) Pursuant to Federal Rule of Civil Procedure 23,
24 the Court hereby approves the Settlement set forth in the
25 Agreement and finds that:

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

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

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

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

(5) Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Agreement, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all claims asserted therein with prejudice. The Parties are to bear their own costs, except as and to the extent provided in the Agreement, herein, and in any other order of the Court.

(6) The terms of the Agreement and of this Judgment shall be forever binding on the Released Parties (regardless of whether or not any individual Class Member submits a Proof of Claim or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors, heirs, and assigns.

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

12 (8) Upon the Effective Date, and as provided in the
13 Agreement, the Releasing Plaintiff Parties will be forever barred
14 and enjoined from commencing, instituting, maintaining,
15 prosecuting, or continuing to prosecute any action or other
16 proceeding in any forum (including, but not limited to, any state
17 or federal court of law or equity, arbitration tribunal, or
18 administrative forum), asserting any of the Released Claims
19 against any of the Released Defendant Parties.

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

5 (10) Upon the Effective Date, and as provided in the
6 Agreement, each of the Released Defendant Parties shall be deemed
7 to have, and by operation of this Judgment shall have, fully,
8 finally, and forever released, resolved, compromised, settled,
9 relinquished, and discharged all Released Claims (including
10 unknown claims) against the Releasing Plaintiff Parties. Claims
11 to enforce the terms of the Agreement are not released.

12 (11) The Court finds and concludes that the Parties and
13 their respective counsel have complied in all respects with the
14 requirements of Rule 11 of the Federal Rules of Civil Procedure
15 in connection with the institution, prosecution, defense, and
16 settlement of the Litigation.

17 (12) Neither this Judgment nor the Agreement (whether
18 or not consummated), including the exhibits thereto and the Plan
19 of Allocation contained therein (or any other plan of allocation
20 that may be approved by the Court), the negotiations leading to
21 the execution of the Agreement, nor any proceedings taken
22 pursuant to or in connection with the Agreement, and/or approval
23 of the Settlement (including any arguments proffered in
24 connection therewith) shall be offered against the Released
25 Defendant Parties or the Releasing Plaintiff Parties as evidence
26 of, or construed as, or deemed to be evidence of any presumption,
27 concession, or admission by any of the parties as to the truth of
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1 any facts alleged, validity, merit, or deficiency of any claim or
2 defense that was or could have been asserted in this Litigation,
3 that damages recoverable under the Complaint would not have
4 exceeded the Settlement Amount, or with respect to any liability,
5 negligence, fault, or wrongdoing of any kind, or in any way
6 referred to for any other reason as against any of the parties,
7 in any civil, criminal or administrative action or proceeding,
8 other than such proceedings as may be necessary to effectuate the
9 provisions of the Agreement.

10 (13) The notice of the pendency and proposed Settlement
11 of the Litigation given to the Class was the best notice
12 practicable under the circumstances, including the individual
13 notice to all Members of the Class who could be identified
14 through reasonable effort. Said notice provided the best notice
15 practicable under the circumstances of those proceedings and of
16 the matters set forth therein, including the proposed Settlement
17 set forth in the Agreement, to all Persons entitled to such
18 notice, and said notice fully satisfied the requirements of
19 Federal Rule of Civil Procedure 23 and the requirements of due
20 process. No Class Member is relieved from the terms of the
21 Settlement, including the Releases provided for therein, based
22 upon the contention or proof that such Class Member failed to
23 receive actual or adequate notice. A full opportunity has been
24 offered to Class Members to object to the proposed Settlement and
25 to participate in the hearing thereon. The Court further finds
26 that the notice provisions of the Class Action Fairness Act, 28
27 U.S.C. § 1715, were fully discharged and that the statutory
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1 waiting period has elapsed. Thus, the Court hereby determines
2 that all Class Members who have not validly requested exclusion
3 are bound by this Judgment.

4 (14) Huntington Bank is appointed as the Escrow Agent.
5 The Court approves the establishment of the escrow account as a
6 Qualified Settlement Fund ("QSF") pursuant to Internal Revenue
7 Code § 468B and the Treasury Regulations promulgated thereunder,
8 and retains continuing jurisdiction as to any issue that may rise
9 in connection with the formulation or administration of the QSF.
10 The Escrow Agent shall maintain the Settlement Fund in accordance
11 with the requirements set forth in the Agreement. All funds held
12 by the Escrow Agent shall remain subject to the jurisdiction of
13 the Court, until such time as such funds shall be distributed
14 pursuant to the Agreement and further order(s) of the Court.

15 (15) No Released Defendant Party shall have any
16 liability, obligation, or responsibility whatsoever for the
17 administration of the Settlement or disbursement of the Net
18 Settlement Fund.

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

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

23 (18) A separate order shall be entered approving the
24 Plan of Allocation. That order shall in no way affect or delay
25 the finality of this Judgment and shall not affect or delay the
26 Effective Date of the Settlement.

1 (19) The Court's orders entered during the course of
2 the Litigation relating to the confidentiality of information
3 shall survive this Settlement subject to the terms of any such
4 orders.

5 (20) In the event that the Settlement does not become
6 effective in accordance with the terms of the Agreement, or the
7 Effective Date does not occur, or in the event that the
8 Settlement Fund, or any portion thereof, is returned to
9 Defendant, the provisions in Paragraph 6.5 of the Agreement will
10 control.

11 (21) Without further order of the Court, the Parties
12 may agree to reasonable extensions of time to carry out any of
13 the provisions of the Agreement.

14 (22) The Court directs immediate entry of this Judgment
15 by the Clerk of the Court.

16 AND IT IS FURTHER ORDERED THAT:

17 (1) Class Counsel's requested award of attorneys' fees
18 in the amount of 30% of the \$303,000,000.00 Settlement Fund (plus
19 accrued interest), i.e., a fee award of \$90,900,000.00 plus
20 accrued interest, is within the applicable range of reasonable
21 attorneys' fees percentage-of-recovery awards established by
22 relevant precedent.

23 (2) The percentage-of-recovery method of calculating
24 attorneys' fees is appropriate in this Action, as the percentage-
25 of recovery method is the prevailing practice in the Ninth
26 Circuit in determining the award of attorneys' fees in common
27 fund cases.
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1 (3) In evaluating requests for an award of attorneys'
2 fees, courts in the Ninth Circuit consider the factors set forth
3 in Rule 23(h) of the Federal Rules of Civil Procedure and in
4 Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1048-50 (9th Cir.
5 2002). In making this award of fees to Class Counsel, this Court
6 has considered these factors and finds that:

- 7 a. The Settlement will create a fund of
8 \$303,000,000.00 in cash for the benefit of the
9 members of the Class, which is an excellent
10 result for the Class;
- 11 b. The Action involves complex factual and legal
12 issues and, in the absence of the Settlement,
13 would involve lengthy proceedings whose
14 resolution would be uncertain;
- 15 c. Class Counsel pursued the litigation and
16 achieved the Settlement with skill,
17 perseverance, and diligent advocacy on behalf
18 of the Class;
- 19 d. Class Counsel are experienced litigators who
20 understand the claims and defenses and class
21 action issues of the Action;
- 22 e. Class Counsel undertook numerous and
23 significant risks on behalf of the Class with
24 no guarantee that they would be compensated;
- 25 f. Class Counsel expended substantial time and
26 effort pursuing the litigation on behalf of the
27 Class; had Class Counsel not achieved the
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1 Settlement, there would remain a significant
2 risk that the Class may have recovered less or
3 nothing from Defendant; and

4 g. The amount of attorneys' fees is appropriate to
5 the specific circumstances of this Action, and
6 consistent with awards in similar cases.

7 (4) While a lodestar crosscheck is not required in the
8 Ninth Circuit, such a check further supports the reasonableness
9 of the fee award, as a lodestar multiplier of 3.41 is well within
10 the range of multipliers approved in this Circuit.

11 (5) Notice to the Class indicated that Class Counsel
12 would seek an award of attorneys' fees up to 30% the Settlement
13 Fund.

14 (6) Accordingly, Class Counsel's request for an award
15 of 30% of the gross \$303,000,000.00 Settlement Fund (plus accrued
16 interest), i.e., an award of \$90,900,000.00 plus accrued
17 interest, to be paid in three equal installments corresponding to
18 Defendant's three equal payments into the Settlement Fund, is
19 granted.

20 (7) The Court finds that Class Counsel's request for
21 reimbursement of their reasonably incurred expenses should be
22 granted. From the inception of litigation, Class Counsel have
23 incurred \$3,599,347.38 in litigation expense. While the majority
24 of the expenses were incurred for the work of economic experts,
25 other essential expenses for the prosecution of the Action
26 included regular e-discovery and data hosting costs, computer
27 research, court reporting and deposition transcripts, subpoena
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1 services, mediation costs, travel and accommodations, printing,
2 filing fees, and costs associated with trial preparation. These
3 collective expenses were reasonably incurred and expended for the
4 direct benefit of the Class and should therefore be reimbursed.

5 (8) Notice to the Class indicated that Class Counsel
6 would seek reimbursement of reasonable litigation costs and
7 expenses not to exceed \$5,000,000.00.

8 (9) Accordingly, Class Counsel's request for
9 reimbursement of litigation costs and expenses in the amount of
10 \$3,599,347.38 is granted.

11 (10) The Court finds that Class Counsel's request for
12 service awards in the amount of \$25,000.00 for each of the five
13 Class Representatives -- Shannon Ray, Khala Taylor, Peter
14 Robinson, Katie Sebbane, and Rudy Barajas -- is appropriate.

15 (11) In making these service awards to the five Class
16 Representatives, this Court finds that each of the Class
17 Representatives expended considerable time and effort to aid in
18 the prosecution of this Action, including:

- 19 a. filing suit to protect the interests of absent
20 class members;
- 21 b. advising Class Counsel on the relevant facts
22 and assisting in formulating case strategy;
- 23 c. working with Class Counsel to identify and
24 produce documents responsive to Defendant's
25 discovery requests;
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- d. working with Class Counsel to develop, write, and review their responses to Defendant's interrogatories to ensure their accuracy;
- e. preparing for their depositions, which included studying Plaintiffs' theories of liability, class certification issues, and preparation for questions (including review of their document productions);
- f. sitting for a full day deposition;
- g. participating in regular meetings with Class Counsel for updates on the litigation;
- h. attending court hearings (including the motion to dismiss hearing and the class certification hearing), which required some to engage in significant travel;
- i. consulting with Class Counsel before, during, and after settlement negotiations; and
- j. continuing to assist counsel during the settlement approval process.

(12) Notice to the Class indicated that Class Counsel would seek service awards of up to \$25,000.00 for each of the five Class Representatives.

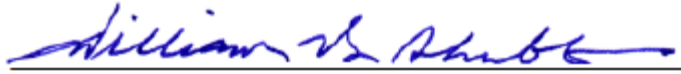
(13) Accordingly, Class Counsel's request for service awards of \$25,000.00 for each of the five Class Representatives is granted.

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(14) Without affecting the finality of this Order in any respect, this Court reserves jurisdiction over any matters related to or ancillary to this Order.

IT IS SO ORDERED

Dated: May 11, 2026



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE