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11 Attorneys for Defendant
 NATIONAL COLLEGIATE ATHLETIC
 12 ASSOCIATION

13 **IN THE UNITED STATES DISTRICT COURT**
 14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 15 **OAKLAND DIVISION**

16 IN RE NATIONAL COLLEGIATE
 17 ATHLETIC ASSOCIATION ATHLETIC
 GRANT-IN-AID CAP ANTITRUST
 18 LITIGATION

MDL Docket No. 14-md-2541-CW

**DEFENDANT NATIONAL COLLEGIATE
 ATHLETIC ASSOCIATION'S ANSWER
 TO PLAINTIFFS' CONSOLIDATED
 AMENDED COMPLAINT**

19
 20 This Document Relates to:

21 ALL ACTIONS EXCEPT
 22 Jenkins v. National Collegiate Athletic
 Association
 23 Case No. 4:14-cv-02758

1 Defendant National Collegiate Athletic Association (“NCAA”), by and through its attor-
2 neys, hereby answers the Consolidated Amended Complaint (“CAC”) of plaintiffs Shawne Alston,
3 Nicholas Kindler, Kendall Gregory-McGhee, Don “DJ” Banks, Sharrif Floyd, Kyle Theret, Duane
4 Bennett, Chris Stone, Kendall Timmons, John Bohannon, Chris Davenport, Michel’le Thomas, In-
5 dia Chaney and Ashley Holliday (collectively, “plaintiffs”), and states as follows:

6 To the extent the paragraphs of the CAC are grouped under headings, NCAA responds gen-
7 erally that such headings, which are repeated below for convenience only, contain legal conclu-
8 sions to which no response is required. To the extent a response is deemed necessary, NCAA de-
9 nies any allegations contained in each heading in the CAC.

10 To the extent that plaintiffs’ allegations rely on media reports and other out-of-court state-
11 ments, any response by the NCAA admitting that such reports were published or that such state-
12 ments were made does not constitute an admission as to the admissibility of such reports or state-
13 ments or as to the accuracy or truthfulness of their contents.

14 NCAA denies all allegations not specifically admitted herein, and denies that plaintiffs are
15 entitled to any relief.

16 I. INTRODUCTION

- 17 1. The NCAA denies the allegations contained in paragraph 1.
- 18 2. The NCAA denies the allegations contained in paragraph 2.
- 19 3. The NCAA admits that some college football and basketball programs generate rev-
20 enues. The NCAA denies the remaining allegations contained in paragraph 3, in-
21 cluding all allegations not specifically admitted above.
- 22 4. The NCAA admits that some college football programs generate revenues. The
23 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
24 the allegations contained in paragraph 4 regarding “the average salary for major col-
25 lege football coaches” and “team annual revenue,” and therefore denies them. The
26 NCAA denies the remaining allegations contained in paragraph 4, including all alle-
27 gations not specifically admitted above.

- 1 5. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 5, and therefore denies them.
- 3 6. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 6, and therefore denies them.
- 5 7. The NCAA denies the allegations contained in paragraph 7.
- 6 8. The NCAA denies the allegations contained in paragraph 8.
- 7 9. The NCAA admits that plaintiffs purport to bring this action as a class action, and
8 purport to seek injunctive relief and monetary damages. The NCAA denies the re-
9 maining allegations contained in paragraph 9, including all allegations not specifi-
10 cally admitted above, and specifically denies that the CAC states a claim upon
11 which relief can be granted or that this case is suitable for resolution as a class ac-
12 tion.
- 13 10. The NCAA denies the allegations contained in paragraph 10.
- 14 11. The NCAA admits that on December 11, 2013, *USA Today* published a report that
15 included the quoted language contained in paragraph 11, and refers to the full text of
16 Mr. Emmert’s speech for the complete contents and context thereof. The NCAA
17 denies the remaining allegations contained in paragraph 11, including all allegations
18 not specifically admitted above.
- 19 12. The NCAA admits that the quote in the second sentence of paragraph 12 is excerpt-
20 ed from the 2013-14 NCAA Division I Manual, Bylaw 15.02.2 (“Cost of Attend-
21 ance”). The NCAA further admits that it enforces its rules and may discipline its
22 members for violations thereof. The NCAA denies the remaining allegations con-
23 tained in paragraph 12, including all allegations not specifically admitted above.
- 24 13. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
25 of the allegations regarding the 2012 study or the statements of Mr. Sutton con-
26 tained in paragraph 13, and therefore denies them. The NCAA denies the remaining
27 allegations contained in paragraph 13.
- 28 14. The NCAA denies the allegations contained in paragraph 14.

- 1 15. The NCAA denies the allegations contained in paragraph 15.
- 2 16. The NCAA denies the allegations contained in paragraph 16.
- 3 17. The NCAA admits that the NCAA Division I Board of Directors approved a pro-
- 4 posal in 2011 to allow a stipend to cover additional college expenses, and that the
- 5 proposal was not approved by the membership. The NCAA denies the remaining
- 6 allegations contained in paragraph 17, including all allegations not specifically ad-
- 7 mitted above.
- 8 18. The NCAA admits that it is not a governmental entity, but states that many of its
- 9 member colleges and universities are public institutions. The NCAA denies the re-
- 10 maining allegations contained in paragraph 18, including all allegations not specifi-
- 11 cally admitted above.
- 12 19. The NCAA denies the allegations contained in paragraph 19.
- 13 20. The NCAA denies the allegations contained in paragraph 20.
- 14 21. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 15 of the allegations contained in paragraph 21, and therefore denies them.
- 16 22. The NCAA admits that the NCAA Division I Board of Directors approved a pro-
- 17 posal in 2011 to allow a stipend to cover additional college expenses, and that the
- 18 proposal was not approved by the membership. The NCAA denies the remaining
- 19 allegations contained in paragraph 22, including all allegations not specifically ad-
- 20 mitted above.
- 21 23. The NCAA denies the allegations contained in paragraph 23.

22

23 **II. THE PARTIES**

24 **A. Plaintiffs**

25 **1. Division I Football FBS Class Representatives**

- 26 24. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 27 of the allegations contained in paragraph 24, and therefore denies them.
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- 1 25. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 25, and therefore denies them.
- 3 26. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 26, and therefore denies them.
- 5 27. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 27, and therefore denies them.
- 7 28. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
8 of the allegations contained in paragraph 28, and therefore denies them.
- 9 29. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 29, and therefore denies them.
- 11 30. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
12 of the allegations contained in paragraph 30, and therefore denies them.
- 13 31. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
14 of the allegations contained in paragraph 31, and therefore denies them.
- 15 32. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
16 of the allegations contained in paragraph 32, and therefore denies them.
- 17 33. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
18 of the allegations contained in paragraph 33, and therefore denies them.
- 19 34. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 34, and therefore denies them.
- 21 35. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 35, and therefore denies them.
- 23 36. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the allegations contained in paragraph 36, and therefore denies them.
- 25 37. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
26 of the allegations contained in paragraph 37, and therefore denies them.
- 27 38. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
28 of the allegations contained in paragraph 38, and therefore denies them.

- 1 39. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 39, and therefore denies them.
- 3 40. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 40, and therefore denies them.
- 5 41. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 41, and therefore denies them.
- 7 42. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
8 of the allegations contained in paragraph 42, and therefore denies them.
- 9 43. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 43, and therefore denies them.
- 11 44. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
12 of the allegations contained in paragraph 44, and therefore denies them.
- 13 45. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
14 of the allegations contained in paragraph 45, and therefore denies them.
- 15 46. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
16 of the allegations contained in paragraph 46, and therefore denies them.
- 17 47. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
18 of the allegations contained in paragraph 47, and therefore denies them.
- 19 48. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 48, and therefore denies them.
- 21 49. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 49, and therefore denies them.
- 23 50. The NCAA denies the allegations contained in paragraph 50.
- 24 51. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
25 of the allegations contained in paragraph 51, and therefore denies them.
- 26 52. The NCAA admits that West Virginia University’s YouTube page includes an entry
27 dated November 26, 2013, which contains in part the language quoted in the third
28 sentence of paragraph 52. The NCAA further admits that in the accompanying vid-

1 eo, West Virginia University’s football offensive line coach Ron Crook states in
2 part the language quoted in the last sentence of paragraph 52. The NCAA lacks suf-
3 ficient knowledge or information to form a belief as to the truth of the remaining al-
4 legations contained in paragraph 52, and therefore denies them.

5 53. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 53, and therefore denies them.

7 54. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
8 of the allegations contained in paragraph 54, and therefore denies them.

9 55. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 55, and therefore denies them.

11 56. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
12 of the allegations contained in paragraph 56, and therefore denies them.

13 57. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
14 of the allegations contained in paragraph 57, and therefore denies them.

15 58. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
16 of the allegations contained in paragraph 58, and therefore denies them.

17 59. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
18 of the allegations contained in paragraph 59, and therefore denies them.

19 60. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 60, and therefore denies them.

21 61. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 61, and therefore denies them.

23 62. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the allegations contained in paragraph 62, and therefore denies them.

25 63. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
26 of the allegations contained in paragraph 63, and therefore denies them.

27 64. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
28 of the allegations contained in paragraph 64, and therefore denies them.

- 1 65. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 2 of the allegations contained in paragraph 65, and therefore denies them.
- 3 66. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 4 of the allegations contained in paragraph 66, and therefore denies them.
- 5 67. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 6 of the allegations contained in paragraph 67, and therefore denies them.
- 7 68. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 8 of the allegations contained in paragraph 68, and therefore denies them.
- 9 69. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 10 of the allegations contained in paragraph 69, and therefore denies them.
- 11 70. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 12 of the allegations contained in paragraph 70, and therefore denies them.
- 13 71. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 14 of the allegations contained in paragraph 71, and therefore denies them.
- 15 72. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 16 of the allegations contained in paragraph 72, and therefore denies them.
- 17 73. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 18 of the allegations contained in paragraph 73, and therefore denies them.
- 19 74. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 20 of the allegations contained in paragraph 74, and therefore denies them.
- 21 75. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 22 of the allegations contained in paragraph 75, and therefore denies them.
- 23 76. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 24 of the allegations contained in paragraph 76, and therefore denies them.
- 25 77. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 26 of the allegations contained in paragraph 77, and therefore denies them.
- 27 78. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 28 of the allegations contained in paragraph 78, and therefore denies them.

- 1 79. The NCAA denies the allegations contained in paragraph 79.
- 2 80. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 3 of the allegations contained in paragraph 80, and therefore denies them.
- 4 81. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 5 of the allegations contained in paragraph 81, and therefore denies them.
- 6 82. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 7 of the allegations contained in paragraph 82, and therefore denies them.
- 8 83. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 9 of the allegations contained in paragraph 83, and therefore denies them.
- 10 84. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 11 of the allegations contained in paragraph 84, and therefore denies them.
- 12 85. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 13 of the allegations contained in paragraph 85, and therefore denies them.
- 14 86. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 15 of the allegations contained in paragraph 86, and therefore denies them.
- 16 87. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 17 of the allegations contained in paragraph 87, and therefore denies them.
- 18 88. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 19 of the allegations contained in paragraph 88, and therefore denies them.
- 20 89. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 21 of the allegations contained in paragraph 89, and therefore denies them.
- 22 90. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 23 of the allegations contained in paragraph 90, and therefore denies them.
- 24 91. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 25 of the allegations contained in paragraph 91, and therefore denies them.
- 26 92. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 27 of the allegations contained in paragraph 92, and therefore denies them.
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- 1 93. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 93, and therefore denies them.
- 3 94. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 94, and therefore denies them.
- 5 95. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 95, and therefore denies them.
- 7 96. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
8 of the allegations contained in paragraph 96, and therefore denies them.
- 9 97. The NCAA denies the allegations contained in paragraph 97.
- 10 98. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
11 of the allegations contained in paragraph 98, and therefore denies them.
- 12 99. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
13 of the allegations contained in paragraph 99, and therefore denies them.
- 14 100. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
15 of the allegations contained in paragraph 100, and therefore denies them.
- 16 101. The NCAA denies the allegations contained in paragraph 101.
- 17 102. The NCAA admits that the University of Florida is a member of the Southeastern
18 Conference. The NCAA lacks sufficient knowledge or information to form a belief
19 as to the truth of the remaining allegations contained in paragraph 102, and therefore
20 denies them.
- 21 103. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 103, and therefore denies them.
- 23 104. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the allegations contained in paragraph 104, and therefore denies them.
- 25 105. The NCAA denies the allegations contained in paragraph 105.
- 26 106. The NCAA admits that the University of Minnesota is a member of The Big Ten
27 Conference. The NCAA lacks sufficient knowledge or information to form a belief
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1 as to the truth of the remaining allegations contained in paragraph 106, and therefore
2 denies them.

3 107. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 107, and therefore denies them.

5 108. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 108, and therefore denies them.

7 109. The NCAA denies the allegations contained in paragraph 109.

8 110. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
9 of the allegations contained in paragraph 110, and therefore denies them.

10 111. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
11 of the allegations contained in paragraph 111, and therefore denies them.

12 112. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
13 of the allegations contained in paragraph 112, and therefore denies them.

14 113. The NCAA denies the allegations contained in paragraph 113.

15 114. The NCAA admits that Arkansas State University is a member of the Sun Belt Con-
16 ference. The NCAA lacks sufficient knowledge or information to form a belief as
17 to the truth of the remaining allegations contained in paragraph 114, and therefore
18 denies them.

19 115. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 115, and therefore denies them.

21 116. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 116, and therefore denies them.

23 117. The NCAA denies the allegations contained in paragraph 117.

24 117A. The NCAA admits that Auburn University is a member of the Southeastern
25 Conference. The NCAA further admits that Florida State University is a
26 member of the Atlantic Coast Conference. The NCAA lacks sufficient
27 knowledge or information to form a belief as to the truth of the remaining al-
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legations contained in paragraph 117A (*Dellenbach* paragraph 15), and therefore denies them.

117B. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 117B (*Dellenbach* paragraph 16), and therefore denies them.

117C. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 117C (*Dellenbach* paragraph 17), and therefore denies them.

117D. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 117D (*Dellenbach* paragraph 18), and therefore denies them.

2. Men's Division I Basketball Class Representatives

118. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 118, and therefore denies them.

119. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 119, and therefore denies them.

120. The NCAA denies the allegations contained in paragraph 120.

121. The NCAA admits that the University of Texas-El Paso is a member of Conference USA. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 121, and therefore denies them.

122. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 122, and therefore denies them.

123. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 123, and therefore denies them.

124. The NCAA denies the allegations contained in paragraph 124.

125. The NCAA admits that the University of North Florida is a member of the Atlantic Sun Conference. The NCAA lacks sufficient knowledge or information to form a

1 belief as to the truth of the remaining allegations contained in paragraph 125, and
2 therefore denies them.

3 126. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 126, and therefore denies them.

5 127. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in paragraph 127, and therefore denies them.

7 128. The NCAA denies the allegations contained in paragraph 128.

8 **3. Women's Division I Basketball Class Representatives**

9 129. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 129, and therefore denies them.

11 130. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
12 of the allegations contained in paragraph 130, and therefore denies them.

13 131. The NCAA denies the allegations contained in paragraph 131.

14 132. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
15 of the allegations contained in paragraph 132, and therefore denies them.

16 133. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
17 of the allegations contained in paragraph 133, and therefore denies them.

18 134. The NCAA denies the allegations contained in paragraph 134.

19 135. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 135, and therefore denies them.

21 136. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 136, and therefore denies them.

23 137. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the allegations contained in paragraph 137, and therefore denies them.

25 138. The NCAA denies the allegations contained in paragraph 138.

26 **B. Defendants**

27 139. The NCAA admits the allegations contained in paragraph 139.

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1 140. The NCAA admits that its members are responsible for formulating certain stand-
2 ards and regulations for the conduct of intercollegiate athletics and that its Constitu-
3 tion and Bylaws are adopted, and may be changed, by its member institutions. The
4 NCAA denies the remaining allegations contained in paragraph 140, including all
5 allegations not specifically admitted above.

6 141. The NCAA admits that its member schools are organized into Divisions I, II and III.
7 The NCAA further admits that most academic institutions sponsoring intercollegiate
8 sports programs are NCAA members and that members are expected to abide by
9 NCAA member-adopted rules. The NCAA denies the remaining allegations con-
10 tained in paragraph 141, including all allegations not specifically admitted above.

11 142. The NCAA denies the allegations contained in paragraph 142.

12 143. The NCAA denies the allegations contained in paragraph 143.

13 144. The NCAA admits the allegations contained in paragraph 144.

14 145. The NCAA denies the allegations contained in paragraph 145.

15 146. The NCAA admits that the Pac-12 is a Division I conference member of the NCAA.
16 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
17 of the remaining allegations contained in paragraph 146, and therefore denies them.

18 147. The NCAA admits the allegations contained in paragraph 147.

19 148. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 148, and therefore denies them.

21 149. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
22 of the allegations contained in paragraph 149, and therefore denies them.

23 150. The NCAA admits that in August 2013, the *New York Times* reported that ESPN
24 had entered into a 12-year, \$7.3 billion deal to televise the College Football Playoff.

25 151. The NCAA denies the allegations contained in paragraph 151.

26 152. The NCAA admits that The Big Ten is a Division I conference member of the
27 NCAA. The NCAA lacks sufficient knowledge or information to form a belief as to
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1 the truth of the remaining allegations contained in paragraph 152, and therefore de-
2 nies them.

3 153. The NCAA admits that the colleges and universities identified in paragraph 153 are
4 members of The Big Ten Conference. The NCAA further admits that The Big
5 Ten's football members are members of the NCAA's Division I, Football Bowl
6 Subdivision. The NCAA lacks sufficient knowledge or information to form a belief
7 as to the truth of the remaining allegations contained in paragraph 153, and therefore
8 denies them.

9 154. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 154, and therefore denies them.

11 155. The NCAA denies the allegations contained in paragraph 155.

12 156. The NCAA admits that the Big 12 is a Division I conference member of the NCAA.
13 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
14 of the remaining allegations contained in paragraph 156, and therefore denies them.

15 157. The NCAA admits the allegations contained in the first and second sentences of
16 paragraph 157. The NCAA lacks sufficient knowledge or information to form a be-
17 lief as to the truth of the remaining allegations contained in paragraph 157, and
18 therefore denies them.

19 158. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 158, and therefore denies them.

21 159. The NCAA denies the allegations contained in paragraph 159.

22 160. The NCAA admits that the Southeastern Conference is a Division I conference
23 member of the NCAA. The NCAA lacks sufficient knowledge or information to
24 form a belief as to the truth of the remaining allegations contained in paragraph 160,
25 and therefore denies them.

26 161. The NCAA admits the allegations contained in the first and second sentences of
27 paragraph 161. The NCAA lacks sufficient knowledge or information to form a be-
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1 lief as to the truth of the remaining allegations contained in paragraph 161, and
2 therefore denies them.

3 162. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 162, and therefore denies them.

5 163. The NCAA denies the allegations contained in paragraph 163.

6 164. The NCAA admits that the Atlantic Coast Conference is a Division I conference
7 member of the NCAA. The NCAA lacks sufficient knowledge or information to
8 form a belief as to the truth of the remaining allegations contained in paragraph 164,
9 and therefore denies them.

10 165. The NCAA admits that the colleges and universities identified in paragraph 165 are
11 members of the Atlantic Coast Conference. The NCAA lacks sufficient knowledge
12 or information to form a belief as to the truth of the remaining allegations contained
13 in paragraph 165, and therefore denies them.

14 166. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
15 of the allegations contained in paragraph 166, and therefore denies them.

16 167. The NCAA denies the allegations contained in paragraph 167.

17 168. Paragraph 168 contains no allegations for the NCAA to admit or deny. To the ex-
18 tent that any answer may be appropriate, the NCAA denies the allegations contained
19 in paragraph 168.

20 169. The NCAA admits that the American Atlantic Conference is a Division I conference
21 member of the NCAA. The NCAA denies that the colleges and universities identi-
22 fied in paragraph 169 are all current members of the American Athletic Conference.
23 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the remaining allegations contained in paragraph 169, and therefore denies them.

25 170. The NCAA denies the allegations contained in paragraph 170.

26 171. The NCAA admits that the colleges and universities identified in paragraph 171 are
27 members of Conference USA. The NCAA denies that Conference USA is a Divi-
28 sion IA conference member of the NCAA. The NCAA lacks sufficient knowledge

1 or information to form a belief as to the truth of the remaining allegations contained
2 in paragraph 171, and therefore denies them.

3 172. The NCAA denies the allegations contained in paragraph 172.

4 173. The NCAA denies that the Mid-American Conference is a Division IA conference
5 member of the NCAA. The NCAA lacks sufficient knowledge or information to
6 form a belief as to the truth of the remaining allegations contained in paragraph 173,
7 and therefore denies them.

8 174. The NCAA denies the allegations contained in paragraph 174.

9 175. The NCAA admits that the colleges and universities identified in paragraph 175 are
10 members of the Mountain West Conference. The NCAA denies that the Mountain
11 West Conference is a Division IA conference member of the NCAA. The NCAA
12 lacks sufficient knowledge or information to form a belief as to the truth of the re-
13 maining allegations contained in paragraph 175, and therefore denies them.

14 176. The NCAA denies the allegations contained in paragraph 176.

15 177. The NCAA admits that the colleges and universities identified in paragraph 177 are
16 members of the Sun Belt Conference. The NCAA denies that the Sun Belt Confer-
17 ence is a Division IA conference member of the NCAA. The NCAA lacks suffi-
18 cient knowledge or information to form a belief as to the truth of the remaining alle-
19 gations contained in paragraph 177, and therefore denies them.

20 178. The NCAA denies the allegations contained in paragraph 178.

21 179. The NCAA admits that the Western Athletic Conference is a Division I conference
22 member of the NCAA. The NCAA lacks sufficient knowledge or information to
23 form a belief as to the truth of the remaining allegations contained in paragraph 179,
24 and therefore denies them.

25 180. The NCAA admits that the Western Athletic Conference was a member of the Foot-
26 ball Bowl Subdivision through the 2012-13 season, and held a seat on the NCAA
27 Division I Board of Directors throughout that period. The NCAA further admits
28 that the Western Athletic Conference is a Division I member for purposes of men's

1 and women's basketball. The NCAA denies the remaining allegations contained in
2 paragraph 180, including all allegations not specifically admitted above.

3 181. The NCAA denies the allegations contained in paragraph 181.

4 182. Paragraph 182 contains no allegations for the NCAA to admit or deny. To the ex-
5 tent that any answer may be appropriate, the NCAA denies the allegations contained
6 in paragraph 182.

7 **C. Co-Conspirators**

8 183. The NCAA denies the allegations contained in paragraph 183.

9 184. The NCAA denies the allegations contained in paragraph 184.

10 **III. JURISDICTION AND VENUE**

11 185. Paragraph 185 asserts legal conclusions to which no response is required. To the
12 extent that paragraph 185 contains factual allegations, the NCAA denies them.

13 186. Paragraph 186 asserts legal conclusions to which no response is required. The
14 NCAA admits that NCAA rules concerning grants-in-aid apply to college athletes
15 who have competed or are presently competing for NCAA member institutions in
16 the Northern District of California. The NCAA further admits that Division I athlet-
17 ic events occur in the Northern District of California pursuant to NCAA rules, in-
18 cluding regular season and postseason football and basketball games. The NCAA
19 lacks sufficient knowledge or information to form a belief as to the truth of the re-
20 maining factual allegations contained in paragraph 186, and therefore denies them.

21 187. Paragraph 187 asserts legal conclusions to which no response is required. To the
22 extent that paragraph 187 contains factual allegations, the NCAA denies them.

23 188. The NCAA admits that the colleges and universities identified in paragraph 188 are
24 located within this District. The NCAA denies the remaining allegations contained
25 in paragraph 188, including all allegations not specifically admitted above.

26 189. The NCAA admits that on July 14, 2011, rivals.com published a report that included
27 the quoted language contained in paragraph 189 and identified California as the
28 third highest state in terms of number of student-athletes agreeing to attend BCS in-

1 stitutions. The NCAA lacks sufficient knowledge or information to form a belief as
2 to the truth of the remaining allegations contained in paragraph 189, and therefore
3 denies them.

4 190. The NCAA admits that it held its 2014 Annual Convention in San Diego, Califor-
5 nia, which is outside this District. The NCAA denies the remaining allegations con-
6 tained in paragraph 190, including all allegations not specifically admitted above.

7 **IV. THE RELEVANT MARKETS IMPACTED BY DEFENDANTS’ UNLAWFUL ACTS**

8 191. The NCAA admits that plaintiffs purport to set forth three relevant markets. The
9 NCAA specifically denies that the alleged “NCAA Division I Football Labor Mar-
10 ket,” “NCAA Division I Men’s Basketball Labor Market,” or “NCAA Division I
11 Women’s Basketball Labor Market” exist, or constitute cognizable relevant markets
12 for antitrust purposes.

13 **A. The NCAA Division I Football Labor Market**

14 192. The NCAA denies the allegations contained in paragraph 192.

15 193. The NCAA admits that Division I football is divided into two subdivisions, the
16 Football Bowl Subdivision and the Football Championship Subdivision. The
17 NCAA denies that a Football Bowl Subdivision labor market exists, or constitutes a
18 cognizable relevant market for antitrust purposes. The remaining allegations in par-
19 agraph 193 do not require a response, but to the extent any answer may be appropri-
20 ate, the NCAA denies the remaining allegations contained in paragraph 193.

21 194. The NCAA admits that Bylaw 15.5.6.1 in the 2013-14 NCAA Division I Manual
22 states:

23 15.5.6.1 Bowl Subdivision Football. [FBS] There shall be an annual limit of
24 25 on the number of initial counters (per Bylaw 15.02.3.1) and an annual
25 limit of 85 on the total number of counters (including initial counters) in
26 football at each institution.

26 The NCAA further admits that Bylaw 15.5.6.2 in the 2013-14 NCAA Division I
27 Manual states:

28 15.5.6.2 Championships Subdivision Football. [FCS] There shall be an an-
 nual limit of 30 on the number of initial counters (per Bylaw 15.02.3.1), an

1 annual limit of 63 on the value of financial aid awards (equivalencies) to
2 counters, and an annual limit of 85 on the total number of counters (includ-
3 ing initial counters) in football at each Football Championship Subdivision
4 institution.

5 The NCAA denies the remaining allegations contained in paragraph 194, including
6 all allegations not specifically admitted above.

7 195. The NCAA denies the allegations contained in paragraph 195.

8 **1. The Football Bowl Subdivision Labor Market has Distinct Competition for**
9 **Players' Athletic Service**

10 196. The NCAA admits that its members compete against one another in athletic contests
11 involving student-athletes who attend their respective schools. The NCAA further
12 admits that National Football League ("NFL") rules restrict which individuals are
13 eligible to participate in the NFL. The NCAA denies that a Football Bowl Subdivi-
14 sion labor market exists, or constitutes a cognizable relevant market for antitrust
15 purposes. The NCAA lacks sufficient knowledge or information to form a belief as
16 to the truth of the remaining allegations contained in paragraph 196, and therefore
17 denies them.

18 197. The NCAA admits that the unique nature of college sports, in particular the fact that
19 college sports are played by student-athletes who are integrated into the general stu-
20 dent population of their school, rather than professionals paid to play for that school,
21 differentiates college sports from their professional counterparts. The NCAA denies
22 the remaining allegations contained in paragraph 197, including all allegations not
23 specifically admitted above.

24 198. The NCAA denies the allegations contained in paragraph 198.

25 199. The NCAA denies the allegations contained in paragraph 199.

26 200. The NCAA denies that a Football Bowl Subdivision labor market exists, constitutes
27 a cognizable relevant market for antitrust purposes or that there are no reasonably
28 interchangeable substitutes. The NCAA lacks sufficient knowledge or information
to form a belief as to the truth of the remaining allegations contained in paragraph
200, and therefore denies them.

1 201. The NCAA admits that the quoted language is an excerpt from the deposition of
2 Daniel Rubinfeld in prior litigation and refers to the entirety of Rubinfeld’s testimo-
3 ny, as well as his expert reports in the prior litigation, for the complete contents and
4 context thereof. The NCAA denies that a Football Bowl Subdivision labor market
5 exists, or constitutes a cognizable relevant market for antitrust purposes. The
6 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
7 the remaining allegations contained in paragraph 201, and therefore denies them.

8 202. The NCAA denies the allegations contained in paragraph 202.

9 **2. Grants-in-Aid are Commercial Transactions**

10 203. The NCAA admits that in a recent oral argument, its counsel acknowledged the ex-
11 istence of precedent finding certain of its activities commercial, and refers to the en-
12 tirety of that argument for the complete contents and context thereof. The NCAA
13 denies that it has conceded that its activities are commercial. The NCAA further
14 denies the remaining allegations contained in paragraph 203, including all allega-
15 tions not specifically admitted above.

16 204. The NCAA admits that student-athletes decide whether to attend college and which
17 college to attend based on many factors, including some or all of the following:
18 “the quality of the educational experiences provided to college athletes, the quality
19 of coaching services, the quality of training amenities, the quality of athletic and
20 non-athletic opportunities following graduation, and the quality of the athletic com-
21 petition on the field of play.” The NCAA denies the remaining allegations con-
22 tained in paragraph 204, including all allegations not specifically admitted above.

23 205. The NCAA admits that Bylaw 15.02.5 in the 2013-14 NCAA Division I Manual
24 states: “A full grant-in-aid is financial aid that consists of tuition and fees, room and
25 board, and required course-related books.” The NCAA denies the remaining allega-
26 tions contained in paragraph 205, including all allegations not specifically admitted
27 above.

28 206. The NCAA denies the allegations contained in paragraph 206.

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3. **The Football Bowl Subdivision Labor Market Constitutes a Separate Market from NCAA Division II, NCAA Division III, NAIA, and Community/Junior Colleges**

207. The NCAA admits that Bylaw 15.5.2.1.1 in the 2013-14 Division II Manual states in relevant part:

15.5.2.1.1 Men’s Sports. There shall be a limit on the value (equivalency) of financial aid awards (per Bylaw 15.02.4.1) that an institution may provide in any academic year to counters in each men’s sport, as follows . . .

Football36.0

The NCAA denies the remaining allegations in paragraph 207, including all allegations not specifically admitted above.

208. The NCAA admits that Bylaw 15.01.3 in the 2013-14 Division III Manual states:

15.01.3. Institutional Financial Aid. A member institution shall not award financial aid to any student on the basis of athletics leadership, ability, participation or performance.

The NCAA denies the remaining allegations in paragraph 208, including all allegations not specifically admitted above.

209. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 209 related to the NAIA, and therefore denies them. The NCAA denies the remaining allegations contained in paragraph 209.

210. The NCAA admits that two-year junior colleges cannot award four-year college degrees. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 210, and therefore denies them.

211. The NCAA denies the allegations contained in the second sentence of paragraph 211. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 211, and therefore denies them.

212. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 212, and therefore denies them.

1 213. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 213, and therefore denies them.

3 214. The NCAA denies the allegations contained in the first sentence of paragraph 214.
4 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
5 of the remaining allegations contained in paragraph 214, and therefore denies them.

6 215. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
7 of the allegations contained in paragraph 215, and therefore denies them.

8 216. The NCAA admits that there are a number of companies that purport to scout and
9 rate thousands of talented high school football players, including rivals.com. The
10 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
11 the allegations concerning the acceptance rate of athletes allegedly tracked by ri-
12 vals.com, and therefore denies them. The NCAA denies the remaining allegations
13 contained in paragraph 216, including all allegations not specifically admitted
14 above.

15 **4. There Is Robust Competition Among NCAA Members in the Football Bowl**
16 **Subdivision Labor Market to Recruit and Retain College Football Players**

17 217. The NCAA denies the allegations contained in paragraph 217.

18 218. The NCAA denies the allegations contained in paragraph 218.

19 219. The NCAA admits that Bylaw 12.1.2(a)-(b) of the 2013-14 Division I Manual
20 states:

21 12.1.2 Amateur Status. An individual loses amateur status and thus shall
22 not be eligible for intercollegiate competition in a particular sport if the indi-
23 vidual: (a) Uses his or her athletics skill (directly or indirectly) for pay in
24 any form in that sport; (b) Accepts a promise of pay even if such pay is to be
25 received following completion of intercollegiate athletics participation

26 The NCAA denies the remaining allegations contained in paragraph 219, including
27 all allegations not specifically admitted above.

28 **5. NCAA Members' Competition for Class Members' Labor Services Is Con-**
strained by the Unlawful Athletics Grain-in-Aid Cap

210. The NCAA denies the allegations contained in paragraph 220.

221. The NCAA denies the allegations contained in paragraph 221.

1 222. The NCAA admits that on July 25, 2013, *SB Nation* published a report that included
2 the quoted language contained in paragraph 222, but refers to the entirety of the re-
3 port for the complete contents thereof. The NCAA further admits that on April 21,
4 2014, *USA Today* published a report that included the quoted language contained in
5 paragraph 222. The NCAA denies the remaining allegations contained in paragraph
6 222, including all allegations not specifically admitted above.

7 223. The NCAA denies the allegations contained in paragraph 223.

8 **6. The Relevant Geographic Market**

9 224. The NCAA admits that all Division I football teams are located in the United States.
10 The NCAA denies that plaintiffs have identified a cognizable market for antitrust
11 purposes. The NCAA lacks sufficient knowledge or information to form a belief as
12 to the truth of the remaining allegations contained in paragraph 224, and therefore
13 denies them.

14 **B. The NCAA Division I Men's Basketball Labor Market**

15 225. The NCAA denies the allegations contained in paragraph 225.

16 226. The NCAA admits that Bylaw 15.5.5.1 in the 2013-14 Division I Manual states:
17 15.5.5.1 Men's Basketball. There shall be a limit of 13 on the total number
18 of counters in men's basketball at each institution.

19 The NCAA denies the remaining allegations contained in paragraph 226, including
20 all allegations not specifically admitted above

21 227. The NCAA denies the allegations contained in paragraph 227.

22 **1. The Division I Men's Basketball Labor Market is Distinct**

23 228. The NCAA admits that its members compete against one another in athletic contests
24 involving student-athletes who attend their respective schools. The NCAA further
25 admits that National Basketball Association ("NBA") rules restrict which individu-
26 als are eligible to participate in the NBA. The NCAA further admits that these ath-
27 letes are eligible to play in Europe or to compete in the NBA development league.

28 The NCAA denies that a Division I Men's Basketball labor market exists, or consti-

1 tutes a cognizable relevant market for antitrust purposes. The NCAA lacks suffi-
2 cient knowledge or information to form a belief as to the truth of the remaining alle-
3 gations contained in paragraph 228, and therefore denies them.

4 229. The NCAA denies the allegations contained in paragraph 229.

5 230. The NCAA denies the allegations contained in paragraph 230.

6 231. The NCAA denies that a Division I Men’s Basketball labor market exists, consti-
7 tutes a cognizable relevant market for antitrust purposes or that there are no reason-
8 ably interchangeable substitutes. The NCAA lacks sufficient knowledge or infor-
9 mation to form a belief as to the truth of the remaining allegations contained in par-
10 agraph 231, and therefore denies them.

11 232. The NCAA admits that SEC members compete against other conferences’ members
12 in NCAA “March Madness” and the National Invitation Tournament. The NCAA
13 further admits that the quoted language is an excerpt from the deposition of Daniel
14 Rubinfeld in prior litigation and refers to the entirety of Rubinfeld’s testimony, as
15 well as his expert reports in the prior litigation, for the complete contents and con-
16 text thereof. The NCAA denies that a Division I Men’s Basketball labor market ex-
17 ists, or constitutes a cognizable relevant market for antitrust purposes. The NCAA
18 lacks sufficient knowledge or information to form a belief as to the truth of the re-
19 maining allegations contained in paragraph 232, and therefore denies them.

20 233. The NCAA denies the allegations contained in paragraph 233.

21 **2. Grants-in-Aid are Commercial Transactions**

22 The NCAA denies the allegations contained in the unnumbered paragraph following
23 paragraph 233.

24 **3. The Division I Men’s Basketball Labor Market Constitutes a Separate Market**
25 **from NCAA Division II, NCAA Division III, NAIA, and Community/Junior**
Colleges

26 234. The NCAA admits that Bylaw 15.5.2.1.1 in the 2013-14 Division II Manual states
27 in relevant part:

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15.5.2.1.1 Men’s Sports. There shall be a limit on the value (equivalency) of financial aid awards (per Bylaw 15.02.4.1) that an institution may provide in any academic year to counters in each men’s sport, as follows . . .

Basketball10.0

The NCAA denies the remaining allegations in paragraph 234, including all allegations not specifically admitted above.

235. The NCAA admits that Bylaw 15.01.3 in the 2013-14 Division III Manual states:

15.01.3. Institutional Financial Aid. A member institution shall not award financial aid to any student on the basis of athletics leadership, ability, participation or performance.

The NCAA denies the remaining allegations in paragraph 235, including all allegations not specifically admitted above.

236. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 236 related to the NAIA, and therefore denies them. The NCAA denies the remaining allegations contained in paragraph 236.

237. The NCAA admits that two-year junior colleges cannot award four-year college degrees. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 237, and therefore denies them.

238. The NCAA denies the allegations contained in the second sentence of paragraph 238. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 238, and therefore denies them.

239. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 239, and therefore denies them.

240. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 240, and therefore denies them.

241. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 241, and therefore denies them.

1 242. The NCAA admits that there are a number of companies that purport to scout and
2 rate thousands of players, including rivals.com. The NCAA lacks sufficient
3 knowledge or information to form a belief as to the truth of the allegations concern-
4 ing the acceptance rate of athletes allegedly tracked by rivals.com, and therefore de-
5 nies them. The NCAA denies the remaining allegations contained in paragraph 242,
6 including all allegations not specifically admitted above.

7 **4. There Is Robust Competition Among NCAA Members in the Division I Labor**
8 **Market to Recruit and Retain College Basketball Players**

9 243. The NCAA denies the allegations contained in paragraph 243.

10 **5. NCAA Member's Competition Is Constrained by the Unlawful Athletics**
11 **Grant-in-Aid Cap**

12 244. The NCAA denies the allegations contained in paragraph 244.

13 **C. Women's Division I Basketball**

14 245. The NCAA denies the allegations contained in paragraph 245.

15 246. The NCAA admits that Bylaw 15.5.5.2 in the 2013-14 Division I Manual states:
16 15.5.5.2 Women's Basketball. There shall be an annual limit of 15 on the
17 total number of counters in women's basketball at each institution.

18 The NCAA denies the remaining allegations contained in paragraph 246, including
19 all allegations not specifically admitted above.

20 247. The NCAA denies the allegations contained in paragraph 247.

21 **1. The Division I Women's Basketball Labor Market is Distinct**

22 248. The NCAA admits that its members compete against one another in athletic contests
23 involving student-athletes who attend their respective schools. The NCAA further
24 admits that Women's National Basketball Association ("WNBA") rules restrict
25 which individuals are eligible to participate in the WNBA. The NCAA denies that a
26 Division I Women's Basketball labor market exists, or constitutes a cognizable rele-
27 vant market for antitrust purposes. The NCAA lacks sufficient knowledge or in-
28 formation to form a belief as to the truth of the remaining allegations contained in
paragraph 248, and therefore denies them.

1 249. The NCAA admits that the unique nature of college sports, in particular the fact that
2 college sports are played by student-athletes who are integrated into the general stu-
3 dent population of their school, rather than professionals paid to play for that school,
4 differentiates college sports from their professional counterparts. The NCAA denies
5 the remaining allegations contained in paragraph 249, including all allegations not
6 specifically admitted above.

7 250. The NCAA denies the allegations contained in paragraph 250.

8 251. The NCAA denies the allegations contained in paragraph 251.

9 252. The NCAA denies that a Division I Women’s Basketball labor market exists, consti-
10 tutes a cognizable relevant market for antitrust purposes or that there are no reason-
11 ably interchangeable substitutes. The NCAA lacks sufficient knowledge or infor-
12 mation to form a belief as to the truth of the remaining allegations contained in par-
13 agraph 252, and therefore denies them.

14 253. The NCAA admits that SEC members compete against other conferences’ members
15 in NCAA “March Madness” and the National Invitation Tournament. The NCAA
16 also admits that the quoted language is an excerpt from the deposition of Daniel Ru-
17 binfeld in prior litigation and refers to the entirety of Rubinfeld’s testimony, as well
18 as his expert reports in the prior litigation, for the complete contents and context
19 thereof. The NCAA denies that a Division I Women’s Basketball labor market ex-
20 exists, or constitutes a cognizable relevant market for antitrust purposes. The NCAA
21 lacks sufficient knowledge or information to form a belief as to the truth of the re-
22 maining allegations contained in paragraph 253, and therefore denies them.

23 254. The NCAA denies the allegations contained in paragraph 254.

24 **2. Grants-in-Aid are Commercial Transactions**

25 The NCAA denies the allegations contained in the unnumbered paragraph following
26 paragraph 254.

27 **3. The Division I Women’s Basketball Labor Market Constitutes a Separate**
28 **Market from NCAA Division II, NCAA Division III, NAIA and Communi-**
ty/Junior colleges

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255. The NCAA admits that Bylaw 15.5.2.1.2 in the 2013-14 Division II Manual states in relevant part:

15.5.2.1.2 Women’s Sports. There shall be a limit on the value (equivalency) of financial aid awards (per Bylaw 15.02.4.1) that an institution may provide in any academic year to counters in each women’s sport, as follows .
..
Basketball10.0

The NCAA denies the remaining allegations in paragraph 255, including all allegations not specifically admitted above.

256. The NCAA admits that Bylaw 15.01.3 in the 2013-14 Division III Manual states:
15.01.3. Institutional Financial Aid. A member institution shall not award financial aid to any student on the basis of athletics leadership, ability, participation or performance.

The NCAA denies the remaining allegations in paragraph 256, including all allegations not specifically admitted above.

257. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 257 related to the NAIA, and therefore denies them. The NCAA denies the remaining allegations contained in paragraph 257.

258. The NCAA admits that two-year junior colleges cannot award four-year college degrees. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 258, and therefore denies them.

259. The NCAA denies the allegations contained in the second sentence of paragraph 259. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 259, and therefore denies them.

260. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 260, and therefore denies them.

261. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 261, and therefore denies them.

1 262. The NCAA denies the allegations contained in the first sentence of paragraph 262.
2 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
3 of the remaining allegations contained in paragraph 262, and therefore denies them.

4 263. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
5 of the allegations contained in paragraph 263, and therefore denies them.

6 264. The NCAA admits that there are a number of companies that purport to scout and
7 rate thousands of talented high school basketball players, including HoopGurlz.
8 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
9 of the allegations concerning acceptance rate of athletes allegedly tracked by
10 HoopGurlz, and therefore denies them. The NCAA denies the remaining allega-
11 tions contained in paragraph 264, including all allegations not specifically admitted
12 above.

13 **4. There Is Robust Competition Among NCAA Members in the Division I Labor**
14 **Market to Recruit and Retain Women’s College Basketball Players**

15 265. The NCAA denies the allegations contained in paragraph 265.

16 **5. NCAA Members Competition Is Constrained by the Unlawful Athletics Grant-**
in-Aid Cap

17 266. The NCAA denies the allegations contained in paragraph 266.

18 **V. FACTUAL ALLEGATIONS**

19 **A. An Overview of the NCAA**

20 **1. The NCAA’s History**

21 267. The NCAA admits that Walter Byers formerly served as the Executive Director of
22 the NCAA. The NCAA further admits that the cited book by Mr. Byers included
23 the quoted language contained in paragraph 267.

24 268. The NCAA admits that on December 24, 2013, *The Washington Times* published a
25 report that included the quoted language contained in footnote 10. The NCAA de-
26 nies the remaining allegations contained in paragraph 268, including all allegations
27 not specifically admitted above.

28 269. The NCAA denies the allegations contained in paragraph 269.

1 270. The NCAA denies the allegations contained in paragraph 270.

2 **2. The NCAA's Basic Structure**

3 271. The NCAA admits that the quotes in paragraph 271 are excerpted from the Notes to
4 Consolidated Financial Statements as of and for the years ended August 31, 2012
5 and 2011 for the National Collegiate Athletic Association and Subsidiaries. The
6 NCAA denies the remaining allegations contained in paragraph 271, including all
7 allegations not specifically admitted above.

8 272. The NCAA admits the allegations contained in paragraph 272.

9 273. The NCAA denies the allegations contained in paragraph 273.

10 274. The NCAA admits the allegations contained in paragraph 274.

11 275. The NCAA admits the allegations contained in paragraph 275.

12 276. The NCAA denies the allegations contained in paragraph 276.

13 277. The NCAA admits that the language in paragraph 277 appears on the NCAA web-
14 site, but refers to the entirety of the webpage for the complete contents and context
15 thereof.

16 **3. The NCAA's Purpose**

17 278. The NCAA admits the allegations contained in paragraph 278.

18 279. The NCAA admits the allegations contained in paragraph 279.

19 280. The NCAA admits the allegations contained in paragraph 280.

20 **4. The NCAA's Detailed Governance Structure**

21 281. The NCAA admits the allegations contained in paragraph 281.

22 282. The NCAA admits that the quote in paragraph 282 is excerpted from its 2011 tax re-
23 turn.

24 283. The NCAA denies the allegations contained in paragraph 283.

25 **5. The NCAA Manual**

26 284. The NCAA admits that its members are responsible for formulating certain stand-
27 ards and regulations for the conduct of intercollegiate athletics. The NCAA further
28 admits that each of its divisions has a manual that includes the NCAA Constitution

1 and the division’s Operating Bylaws and Administrative Bylaws, and that the Con-
2 stitution and Bylaws were adopted, and may be changed, by the NCAA’s member
3 institutions. The NCAA denies the remaining allegations contained in paragraph
4 284, including all allegations not specifically admitted above.

5 285. The NCAA admits the allegations contained in paragraph 285.

6 **6. The NCAA’s Enforcement Structure**

7 286. The NCAA denies the allegations contained in paragraph 286.

8 287. The NCAA admits that it enforces its rules and may discipline its members for vio-
9 lation thereof. The NCAA denies the remaining allegations contained in paragraph
10 287, including all allegations not specifically admitted above.

11 288. The NCAA admits the allegations contained in paragraph 288.

12 289. The NCAA admits the allegations contained in paragraph 289.

13 290. The NCAA admits that the quotes in paragraph 290 are excerpted from the 2013-14
14 NCAA Division I Manual, Article 1.3.2 (“Obligations of Member Institutions”), Ar-
15 ticle 2.8.3 (“Penalty for Noncompliance”), Article 3.2.5.1 (“Termination or Suspen-
16 sion”), Article 3.01.4 (“Termination or Suspension of Membership”) and 3.2.5.1.1
17 (“Cessation of Rights and Privileges”). The NCAA denies the remaining allegations
18 contained in paragraph 290, including all allegations not specifically admitted
19 above.

20 291. The NCAA admits that the quotes in paragraph 291 are excerpted from the 2013-14
21 NCAA Division I Manual, Bylaw 14.1.3 (“Student-Athlete Statement”), Bylaw
22 14.01.3 (“Compliance with Other NCAA and Conference Legislation”), Bylaw
23 14.1.1 (“Postseason and Regular-Season Competition”) and Article 3.2.4.3 (“Certi-
24 fication of Eligibility/Declaration of Ineligibility”). The NCAA denies the remain-
25 ing allegations contained in paragraph 291, including all allegations not specifically
26 admitted above.

27 292. The NCAA admits that the quote in paragraph 292 is excerpted from the 2013-14
28 NCAA Division I Manual, Article 3.2.4.11 (“Discipline of Members”). The NCAA

1 denies the remaining allegations contained in paragraph 292, including all allega-
2 tions not specifically admitted above.

3 293. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
4 of the allegations contained in paragraph 293, and therefore denies them.

5 294. The NCAA admits that most academic institutions sponsoring intercollegiate sports
6 programs are NCAA members, that members are expected to abide by NCAA
7 member-adopted rules, and that the NCAA conducts some championship events.

8 The NCAA denies the remaining allegations contained in paragraph 294, including
9 all allegations not specifically admitted above.

10 295. The NCAA denies the allegations contained in paragraph 295.

11 296. The NCAA admits that its members compete against one another on, and in some
12 respects off, the field. The NCAA denies the remaining allegations of paragraph
13 296, including all allegations not specifically admitted above.

14 **B. The NCAA Bylaw Challenged in this Litigation**

15 297. The NCAA admits that plaintiffs purport to specifically challenge NCAA Bylaw
16 15.1. The NCAA further admits that the quotes in paragraph 297 are excerpted
17 from the NCAA's Division I Manual, Bylaw 15.1 ("Maximum Limit on Financial
18 Aid—Individual") and Bylaw 15.02.5 ("Full Grant-in-Aid").

19 298. The NCAA admits that the quotes in paragraph 298 are excerpted from the 2013-14
20 NCAA Division I Manual, Bylaw 12.01.1 ("Eligibility for Intercollegiate Athlet-
21 ics"), Bylaw 12.1.2 ("Amateur Status"), Bylaw 12.02.7 ("Pay"), Bylaw 12.01.4
22 ("Permissible Grant-in-Aid"), Bylaw 12.1.2.1 ("Prohibited Forms of Pay") and By-
23 law 15.01.2 ("Improper Financial Aid"). The NCAA denies the remaining allega-
24 tions contained in paragraph 298, including all allegations not specifically admitted
25 above.

26 299. The NCAA admits that the quotes in paragraph 299 are excerpted from the 2013-14
27 NCAA Division I Manual, Bylaw 15.02.5 ("Full Grant-in-Aid") and Bylaw 15.02.2
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1 (“Cost of Attendance”). The NCAA denies the remaining allegations contained in
2 paragraph 299, including all allegations not specifically admitted above.

3 300. The NCAA admits that the quote in paragraph 300 is excerpted from the 2013-14
4 NCAA Division I Manual, Bylaw 15.02.2.1 (“Calculation of Cost of Attendance”).
5 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
6 of the allegations contained in the last sentence of paragraph 300, and therefore de-
7 nies them. The NCAA denies the remaining allegations contained in paragraph 300,
8 including all allegations not specifically admitted above.

9 301. The NCAA admits that it enforces its rules and may discipline its members for vio-
10 lation thereof. The NCAA denies the remaining allegations contained in paragraph
11 301, including all allegations not specifically admitted above.

12 302. The NCAA admits that it enforces its rules and may discipline its members for vio-
13 lation thereof. The NCAA denies the remaining allegations contained in paragraph
14 302, including all allegations not specifically admitted above.

15 303. The NCAA denies the allegations contained in paragraph 303.

16 304. The NCAA admits that NCAA member institutions generally adhere to NCAA
17 rules. The NCAA denies the remaining allegations contained in paragraph 304, in-
18 cluding all allegations not specifically admitted above.

19 305. The NCAA admits that an “incidental allowance” of \$15 per month was previously
20 permitted under NCAA rules. The NCAA denies the remaining allegations con-
21 tained in paragraph 305, including all allegations not specifically admitted above.

22 306. The NCAA admits that a \$15 “incidental allowance” was first approved in 1956.
23 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
24 of the remaining allegations contained in paragraph 306, and therefore denies them.

25 307. The NCAA denies the allegations contained in paragraph 307.

26 308. The NCAA admits that the quoted language is an excerpt from Christine Plonsky’s
27 declaration in connection with prior litigation, and refers to the entirety of Ms. Plon-
28 sky’s testimony for the complete contents and context thereof. The NCAA denies

1 the remaining allegations contained in paragraph 308, including all allegations not
2 specifically admitted above.

3 309. The NCAA denies the allegations contained in paragraph 309.

4 310. The NCAA denies the allegations contained in paragraph 310.

5 311. The NCAA denies the allegations contained in paragraph 311.

6 **1. Numerous reasonable and less-restrictive alternatives exist**

7 312. The NCAA denies the allegations contained in paragraph 312.

8 313. The NCAA admits that it was a defendant in *Law v. NCAA*, 134 F.3d 1010 (10th
9 Cir. 1998), the holding of which speaks for itself. The NCAA further admits that
10 the quoted language is excerpted from an interview with Mr. Barta and Mr. Pollard,
11 and refers to the entirety of that interview for the complete contents and context
12 thereof. The NCAA lacks sufficient knowledge or information to form a belief as to
13 the truth of the remaining allegations contained in paragraph 313, and therefore de-
14 nies them.

15 314. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
16 of the allegations contained in paragraph 314 concerning the financial health of the
17 conference defendants or the business acumen of their executives, and therefore de-
18 nies them. The NCAA denies the remaining allegations contained in paragraph 314.

19 315. The NCAA denies the allegations contained in paragraph 315.

20 316. The NCAA denies the allegations contained in paragraph 316.

21 317. The NCAA denies the allegations contained in paragraph 317.

22 318. The NCAA admits that the quoted language is an excerpt from the deposition of
23 Daniel Rubinfeld in prior litigation and refers to the entirety of Rubinfeld's testimo-
24 ny, as well as his expert reports in the prior litigation, for the complete contents and
25 context thereof. The NCAA denies the remaining allegations contained in para-
26 graph 318, including all allegations not specifically admitted above.

27 319. The NCAA admits that in its Spring 2000 issue, *Antitrust Magazine* published a re-
28 port that included the quoted language contained in paragraph 319. The NCAA de-

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nies the remaining allegations contained in paragraph 319, including all allegations not specifically admitted above.

320. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 320, and therefore denies them.

321. The NCAA admits that on September 21, 2011, *ESPN.com* published a report that included the quoted language contained in paragraph 321. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 321, and therefore denies them.

322. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 322, and therefore denies them.

323. The NCAA admits that on November 30, 2013, *The New York Times* published a report that included the quoted language contained in paragraph 323. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 323, and therefore denies them.

324. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 324, and therefore denies them.

325. The NCAA admits that on February 6, 2013, *Yahoo! Sports* published a report that included the quoted language contained in paragraph 325. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 325, and therefore denies them.

326. The NCAA admits that on July 27, 2010, *Sports Illustrated* published a report that included the quoted language contained in paragraph 326.

327. The NCAA admits that on March 12, 2009, *USA Today* published a report that included the quoted language contained in paragraph 327. The NCAA lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in paragraph 327, and therefore denies them.

1 328. The NCAA admits that in July 2010, Mark Emmert was president of the University
2 of Washington. The NCAA further admits that in July 2010, *Sports Illustrated* pub-
3 lished a report that included the quoted language contained in paragraph 328.

4 329. The NCAA denies that there are any viable, less restrictive alternatives to the rules
5 challenged in this lawsuit. The NCAA lacks sufficient knowledge or information to
6 form a belief as to the truth of the remaining allegations contained in paragraph 329,
7 and therefore denies them.

8 330. The NCAA lacks sufficient knowledge or information to form a belief as to the ac-
9 curacy of the purported quote attributed to Mr. Drummond in paragraph 330, and
10 therefore denies it. The NCAA denies the remaining allegations contained in para-
11 graph 330.

12 C. **The NCAA's Public Statements Regarding the Pro-competitive Nature of the Pro-**
13 **posed Stipend and Absence of Pro-competitive Justifications for Capping Compensa-**
tion at Current Levels

14 331. The NCAA denies the allegations contained in paragraph 331.

15 1. **2014 Statements**

16 332. The NCAA admits the quoted language contained in paragraph 332 is accurate, but
17 refers to the entire document for the complete contents and context thereof.

18 333. The NCAA admits that on March 31, 2014, *CBSSports.com* published a report that
19 included the quoted language contained in paragraph 333. The NCAA further ad-
20 mits that the quoted language from the referenced memorandum is accurate, but re-
21 fers to the entire document for the complete contents and context thereof. The
22 NCAA denies the remaining allegations contained in paragraph 333, including all
23 allegations not specifically admitted above.

24 334. The NCAA admits that the quoted language contained in paragraph 334 is accurate,
25 but refers to the entire document for the complete contents and context thereof.

26 335. The NCAA admits that the quoted language contained in paragraph 335 is accurate,
27 but refers to the entire document for the complete contents and context thereof.
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1 336. The NCAA admits that on January 13, 2014, the *Associated Press* published a re-
2 port that included the quoted language contained in paragraph 336.

3 337. The NCAA admits that President Emmert testified before the United States Senate's
4 Commerce Committee on July 9, 2014, and states that President Emmert's testimo-
5 ny speaks for itself. The NCAA denies the remaining allegations contained in para-
6 graph 337, including all allegations not specifically admitted above.

7 **2. 2013 Statements**

8 338. The NCAA admits that on January 20, 2013, the *Associated Press* published a re-
9 port that included the quoted language contained in paragraph 338.

10 339. The NCAA admits that on April 10, 2013, *The Chronicle of Higher Education* pub-
11 lished a report that included the quoted language contained in paragraph 339. The
12 NCAA denies the remaining allegations contained in paragraph 339, including all
13 allegations not specifically admitted above.

14 340. The NCAA admits that on April 10, 2013, *The Chronicle of Higher Education* pub-
15 lished a report that included the quoted language contained in paragraph 340. The
16 NCAA denies the remaining allegations contained in paragraph 340, including all
17 allegations not specifically admitted above.

18 341. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
19 of the allegations contained in paragraph 341, and therefore denies them.

20 342. The NCAA admits that on November 24, 2013, *The New York Times* published a
21 report that included the quoted language contained in paragraph 342.

22 343. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
23 of the allegations contained in paragraph 343, and therefore denies them.

24 **3. 2012 Statements**

25 344. The NCAA admits that on December 5, 2012, the *Associated Press* published a re-
26 port that included the quoted language contained in paragraph 344.

27 345. The NCAA admits the allegations contained in paragraph 345.

28 **4. 2011 Statements**

1 346. The NCAA admits that on May 24, 2011, an article that included the quoted lan-
2 guage was posted on an NCAA blog.

3 347. The NCAA admits that on December 2, 2011, *ESPN College Sports* published a re-
4 port that included the quoted language contained in paragraph 347(a) and (b). The
5 NCAA further admits that on November 3, 2011, the *Houston Chronicle* published a
6 report that included the quoted language contained in paragraph 347(c). The NCAA
7 denies the remaining allegations contained in paragraph 347, including all allega-
8 tions not specifically admitted above.

9 348. The NCAA admits that *CBSSports.com* published a report that included the quoted
10 language contained in paragraph 347. The NCAA denies the remaining allegations
11 contained in paragraph 348, including all allegations not specifically admitted
12 above.

13 349. The NCAA admits that the quoted language contained in paragraph 349 is accurate,
14 but refers to the entire document for the complete contents and context thereof. The
15 NCAA denies the remaining allegations contained in paragraph 349, including all
16 allegations not specifically admitted above.

17 350. The NCAA admits that on December 15, 2011, an article that included the quoted
18 language was posted on an NCAA blog.

19 **5. 2003 Statements**

20 351. The NCAA admits that on August 17, 2003, the *Denver Post* published a report that
21 included the quoted language contained in paragraph 351. The NCAA denies the
22 remaining allegations contained in paragraph 351, including all allegations not spe-
23 cifically admitted above .

24 352. The NCAA admits that on April 1, 2006, the *Indianapolis Star* published a report
25 that included the quoted language contained in the second sentence of paragraph
26 352. The NCAA denies the remaining allegations contained in paragraph 352, in-
27 cluding all allegations not specifically admitted above.

28 **6. The recent history of the latest stipend proposal**

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- 353. The NCAA admits the allegations contained in paragraph 353.
- 354. The NCAA admits the allegations contained in paragraph 354.
- 355. The NCAA admits that Bylaw 12.02.7 in the 2013-14 Division I Manual states:
12.02.7 Pay. Pay is the receipt of funds, awards or benefits not permitted by the governing legislation of the Association for participation in athletics.
The NCAA denies the remaining allegations in paragraph 355, including all allegations not specifically admitted above.
- 356. The NCAA admits that the quoted language contained in paragraph 356 is accurate, but refers to the entire document for the complete contents and context thereof.
- 357. The NCAA admits that the quoted language contained in paragraph 357 is accurate, but refers to the entire document for the complete contents and context thereof. The NCAA denies the remaining allegations contained in paragraph 357, including all allegations not specifically admitted above.
- 358. The NCAA admits that the quoted language in paragraph 358 is accurate, but refers to the entire document for the complete contents and context thereof. The NCAA denies the remaining allegations contained in paragraph 358, including all allegations not specifically admitted above.
- 359. The NCAA admits that the quoted language in paragraph 359 is accurate, but refers to the entire document for the complete contents and context thereof. The NCAA denies the remaining allegations contained in paragraph 359, including all allegations not specifically admitted above.
- 360. The NCAA admits that the quoted language in paragraph 360 is accurate, but refers to the entire document for the complete contents and context thereof.
- 361. The NCAA admits that the *Associated Press* published a report that included the quoted language contained in paragraph 361. The NCAA denies the remaining allegations contained in paragraph 361, including all allegations not specifically admitted above.

1 362. The NCAA admits that the first sentence and that the quoted statements in para-
2 graph 362 are accurate, but refers to the entire document for the complete contents
3 and context thereof. The NCAA denies the remaining allegations contained in para-
4 graph 362, including all allegations not specifically admitted above.

5 363. The NCAA admits that certain Division I athletic directors made a presentation to
6 the NCAA's Board of Director on October 29, 2013. The NCAA further admits that
7 *Yahoo! Sports* published a report that included the quoted language contained in
8 paragraph 363.

9 364. The NCAA admits that *Yahoo! Sports* purported to post a copy of the proposal, and
10 that the posted document included the quoted language contained in paragraph 364.

11 365. The NCAA admits that on October 29, 2013, *USA Today* published a report that in-
12 cluded the quoted language contained in paragraph 365. The NCAA denies the re-
13 maining allegations contained in paragraph 365, including all allegations not specif-
14 ically admitted above.

15 366. The NCAA admits that on September 25, 2013, the NACDA website published a
16 report that included the quoted language contained in paragraph 366.

17 367. The NCAA admits that the NACDA posted a September 27, 2013 interview with
18 Morgan Burke and Mike Alden that included the quoted language contained in par-
19 agraph 367. The NCAA denies the remaining allegations contained in paragraph
20 367, including all allegations not specifically admitted above.

21 **D. NCAA Conferences Statements Regarding the Stipend Proposal**

22 **1. The Pac-12**

23 368. The NCAA admits that on June 15, 2011, *The Denver Post* published a report that
24 included the quoted language contained in paragraph 368. The NCAA lacks suffi-
25 cient knowledge or information to form a belief as to the truth of the remaining alle-
26 gations contained in paragraph 368, and therefore denies them.

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1 369. The NCAA admits that on March 8, 2012, *Sports Illustrated* published a report that
2 included the quoted language contained in paragraph 369, but refers to the entirety
3 of the report for the complete contents thereof.

4 370. The NCAA admits that on March 8, 2012, *Sports Illustrated* published a report that
5 included the quoted language contained in paragraph 370.

6 371. The NCAA admits that on January 6, 2013, the *Associated Press* published a report
7 that included the quoted language contained in paragraph 371.

8 372. The NCAA admits that in June 2013, the *Los Angeles Times* published a report that
9 included the quoted language contained in paragraph 372. The NCAA denies the
10 remaining allegations contained in paragraph 372, including all allegations not spe-
11 cifically admitted above.

12 373. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
13 of the allegations contained in paragraph 373, and therefore denies them.

14 374. The NCAA admits that on July 27, 2013, *The Denver Post* published a report that
15 included the quoted language contained in paragraph 374. The NCAA lacks suffi-
16 cient knowledge or information to form a belief as to the truth of the remaining alle-
17 gations contained in paragraph 374, and therefore denies them.

18 375. The NCAA admits that on November 24, 2013, *The New York Times* published a
19 report that included the quoted language contained in paragraph 375.

20 376. The NCAA admits that on May 7, 2014, *USA Today* published a report that included
21 the quoted language contained in paragraph 376.

22 377. The NCAA admits that on May 20, 2014, the *Associated Press* published a report
23 that included the quoted language contained in paragraph 377.

24 378. The NCAA denies the allegations contained in paragraph 378.

25 379. The NCAA admits that on May 21, 2014, the *Associated Press* published a report
26 that included the quoted language contained in paragraph 379.

27 **2. The Southeastern Conference**

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1 380. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
2 of the allegations contained in paragraph 380, and therefore denies them.

3 381. The NCAA admits that on March 8, 2012, *Sports Illustrated* published a report that
4 included the quoted language contained in paragraph 381.

5 382. The NCAA admits that on January 6, 2013, the *Associated Press* published a report
6 that included the quoted language contained in paragraph 382, but refers to the en-
7 tirety of the report for the complete contents thereof.

8 383. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
9 of the allegations contained in paragraph 383, and therefore denies them.

10 384. The NCAA admits that on April 21, 2014, *USA Today* published a report that in-
11 cluded the quoted language contained in paragraph 384.

12 385. The NCAA admits that on January 6, 2013, the *Associated Press* published a report
13 that included the quoted language contained in paragraph 385. The NCAA lacks
14 sufficient knowledge or information to form a belief as to the truth of the remaining
15 allegations contained in paragraph 385, and therefore denies them.

16 386. The NCAA admits that on January 6, 2013, *USA Today* published a report that in-
17 cluded the quoted language contained in paragraph 386, but refers to the entirety of
18 the report for the complete contents thereof.

19 387. The NCAA admits that on March 5, 2012, *Sportingnews.com* published a report that
20 included the quoted language contained in paragraph 387.

21 388. The NCAA admits that on July 16, 2013, *ESPN.com* published a report that includ-
22 ed the quoted language contained in paragraph 388.

23 389. The NCAA admits that on July 16, 2013, *ESPN.com* published a report that includ-
24 ed the quoted language contained in paragraph 389.

25 390. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
26 of the allegations contained in paragraph 390, and therefore denies them.

27 **3. The Big Ten**

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- 1 391. The NCAA admits that on May 19, 2011, *ESPN.com* published a report that includ-
2 ed the quoted language contained in paragraph 391. The NCAA lacks sufficient
3 knowledge or information to form a belief as to the truth of the remaining allega-
4 tions contained in paragraph 391, and therefore denies them.
- 5 392. The NCAA admits that on March 8, 2012, *Sports Illustrated* published a report that
6 included the quoted language contained in paragraph 392.
- 7 393. The NCAA admits that on July 24, 2013, the *Chicago Sun Times* published a report
8 that included the quoted language contained in paragraph 393.
- 9 394. The NCAA admits that on August 7, 2013, *USA Today* published a report that in-
10 cluded the quoted language contained in paragraph 394, but refers to the entirety of
11 the report for the complete contents thereof.
- 12 395. The NCAA admits that on September 26, 2013, *USA Today* published a report that
13 included the quoted language contained in paragraph 395.
- 14 396. The NCAA admits that the quoted statements in paragraph 396 are accurate, but re-
15 fers to the entire interview for the complete contents and context thereof. The
16 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
17 the remaining allegations contained in paragraph 396, and therefore denies them.
- 18 397. The NCAA admits that on November 11, 2013, *SI.com* published a report that in-
19 cluded the quoted language contained in paragraph 397.
- 20 398. The NCAA admits that on May 7, 2014, *USA Today* published a report that included
21 the quoted language contained in paragraph 398, but refers to the entirety of the re-
22 port for the complete contents thereof.
- 23 399. The NCAA admits that on May 7, 2014, *USA Today* published a report that included
24 the quoted language contained in paragraph 399. The NCAA denies the remaining
25 allegations contained in paragraph 399, including all allegations not specifically
26 admitted above.
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1 400. The NCAA admits that on May 9, 2014, the *Quad-City Times* published a report
2 that included the quoted language contained in paragraph 400, but refers to the en-
3 tirety of the report for the complete contents thereof.

4 401. The NCAA admits that on May 15, 2014, *mLive.com* published a report that includ-
5 ed the quoted language contained in paragraph 401.

6 402. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
7 of the allegations contained in paragraph 402, and therefore denies them.

8 **4. The Big 12**

9 403. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
10 of the allegations contained in paragraph 403, and therefore denies them.

11 404. The NCAA admits that in June 2011, the *Associated Press* published a report that
12 included the quoted language contained in paragraph 404, but refers to the entirety
13 of the report for the complete contents thereof. The NCAA denies the remaining al-
14 legations contained in paragraph 404, including all allegations not specifically ad-
15 mitted above.

16 405. The NCAA admits that on June 27, 2011, the *Dallas Morning News* published a re-
17 port that included the quoted language contained in paragraph 405, but refers to the
18 entirety of the report for the complete contents thereof.

19 **5. The Atlantic Coast Conference**

20 406. The NCAA admits that on July 21, 2013, *ESPN.com* published a report that includ-
21 ed the quoted language contained in paragraph 406. The NCAA lacks sufficient
22 knowledge or information to form a belief as to the truth of the remaining allega-
23 tions contained in paragraph 406, and therefore denies them.

24 407. The NCAA admits that on September 10, 2013, *Bloomberg* published a report that
25 included the quoted language contained in paragraph 407, but refers to the entirety
26 of the report for the complete contents thereof.

27 408. The NCAA admits that on October 16, 2013, *The Herald Sun* published a report that
28 included the quoted language contained in paragraph 408.

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6. **Additional Admissions By Defendant Conferences and Their Member that the Challenged Restraint Injures Competition**

(a) American Athletic Conference

409. The NCAA admits that on February 15, 2014, the *Associated Press* published a report that included the quoted language contained in paragraph 409.

410. The NCAA admits that on May 6, 2014, *CBSSports.com* published a report that included the quoted language contained in paragraph 410.

411. The NCAA admits that on June 2, 2014, *The New Orleans Advocate* published a report that included the quoted language contained in paragraph 411.

(b) Conference USA

412. The NCAA admits that on August 20, 2013, *USA Today* published a report that included the quoted language contained in paragraph 412.

413. The NCAA admits that on January 4, 2013, *CBSSports.com* published a report that included the quoted language contained in paragraph 413.

414. The NCAA admits that in June 2014, the *Charleston Daily Mail* published a report that included the quoted language contained in paragraph 414, but refers to the entirety of the report for the complete contents thereof. The NCAA denies the remaining allegations contained in paragraph 414, including all allegations not specifically admitted above.

(c) Sun Belt Conference

415. The NCAA admits that on January 4, 2013, *CBSSports.com* published a report that included the quoted language contained in paragraph 415.

(d) Mountain West Conference

416. The NCAA admits that on May 4, 2014, *utsandiego.com* published a report that included the quoted language contained in paragraph 416.

(e) Mid-American Conference

417. The NCAA admits that on May 7, 2014, *USA Today* published a report that included the quoted language contained in paragraph 417.

1 418. The NCAA denies the allegations contained in paragraph 418.

2 **7. Additional Admissions From Other Division I Conferences and Their Members**
3 **that the Challenged Restraint Injures Competition**

4 (a) Atlantic 10

5 419. The NCAA admits that on June 11, 2014, *USA Today* published a report that includ-
6 ed the quoted language contained in paragraph 419.

7 (b) Big East Conference

8 420. The NCAA admits that on October 18, 2013, *The Star Ledger* published a report
9 that included the quoted language contained in paragraph 420.

10 (c) Metro Atlantic Athletic Conference

11 421. The NCAA admits that on November 4, 2011, *Timesunion.com* published a report
12 that included the quoted language contained in paragraph 421.

13 (d) Horizon League

14 422. The NCAA admits that on November 7, 2011, *ESPN.com* published a report that in-
15 cluded the quoted language contained in paragraph 422.

16 **E. Football Bowl Subdivisions Football Players Seek the Ability to Compete without An-**
17 **ticompetitive Restraint in the Football Bowl Subdivision Labor Market**

18 423. The NCAA admits that on January 6, 2013, the *Associated Press* published a report
19 that included the quoted language contained in paragraph 423.

20 424. The NCAA admits that on September 24, 2013, Patrick Hruby published a report
21 that included the quoted language contained in paragraph 424.

22 425. The NCAA admits that on July 26, 2013, *SI.com* published a report that included the
23 quoted language contained in paragraph 425.

24 **F. Other Statements Supporting the Stipend Proposal**

25 426. The NCAA admits that on June 28, 2007, *The New York Times* published a report
26 that included the quoted language contained in paragraph 426.

27 427. The NCAA admits that on March 29, 2013, *The New York Times* published a report
28 that included the quoted language contained in paragraph 427. The NCAA lacks

1 sufficient knowledge or information to form a belief as to the truth of the remaining
2 allegations contained in paragraph 427, and therefore denies them.

3 428. The NCAA admits that on April 9, 2014, the *Wall Street Journal* published a report
4 that included the quoted language contained in paragraph 428, but refers to the en-
5 tirety of the report for the complete contents thereof.

6 **G. NCAA Members' Statements against the Stipend Proposal Show that Opposition is**
7 **Not Based on Valid Antitrust Defense, but Rather Serve Primarily as Cost-Cutting Ef-**
8 **forts or as a Means of Substituting the Judgment of the Cartel for that of the Market**

9 429. The NCAA admits that the statements quoted in paragraph 429 are excerpts from
10 statements reported and attributed to the institutions named in paragraph 429 in the
11 Override Summary for Proposal 2011-96. The NCAA denies the remaining allega-
12 tions contained in paragraph 429, including all allegations not specifically admitted
13 above.

14 430. The NCAA admits that the quoted language in paragraph 430 is excerpted from a
15 December 2011 press release, and refers to the entirety of that press release for the
16 complete contents and context thereof. The NCAA denies the remaining allegations
17 contained in paragraph 430, including all allegations not specifically admitted
18 above.

19 431. The NCAA admits that the statement quoted in paragraph 431 is excerpted from
20 statements reported and attributed to Boise State in the Override Summary for Pro-
21 posal 2011-96. The NCAA denies the remaining allegations contained in paragraph
22 431.

23 **H. Major College Football and Basketball Are Highly Commercialized Businesses, not**
24 **Charitable Endeavors**

25 432. The NCAA denies the allegations contained in paragraph 432.

26 433. The NCAA admits that on January 6, 2012, the *Wall Street Journal* published a re-
27 port that included the quoted language contained in paragraph 433.

28 434. The NCAA admits that on November 5, 2012, *Sports Illustrated* published a report
that included the quoted language contained in paragraph 434.

1 435. The NCAA admits that it recently expanded its headquarters in Indianapolis. The
2 NCAA denies the remaining allegations contained in paragraph 435, including all
3 allegations not specifically admitted above.

4 436. The NCAA admits that *The New York Times* published a report that included the
5 quoted language contained in paragraph 436.

6 437. The NCAA admits that in March 2013, *ESPN.com* published a report that included
7 the quoted language and data contained in paragraph 437. The NCAA lacks suffi-
8 cient knowledge or information to form a belief as to the truth of the remaining alle-
9 gations contained in paragraph 437, and therefore denies them.

10 438. The NCAA admits that on November 6, 2013, *USA Today* published a report that
11 included the quoted language contained in paragraph 438. The NCAA lacks suffi-
12 cient knowledge or information to form a belief as to the truth of the remaining alle-
13 gations contained in paragraph 438, and therefore denies them.

14 439. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
15 of the allegations contained in paragraph 439, and therefore denies them.

16 440. The NCAA admits that Bylaw 11.7.2 in the 2013-2014 Division I Manual states:
17 11.7.2 Bowl Subdivision Football. [FBS] There shall be a limit of one head
18 coach, nine assistant coaches and four graduate assistant coaches who may
be employed by an institution in bowl subdivision football.

19 The NCAA further admits that *USA Today* published a report that included the
20 quoted language contained in paragraph 440. The NCAA denies the remaining al-
21 legations contained in paragraph 440, including all allegations not specifically ad-
22 mitted above.

23 441. The NCAA admits that *USA Today* published a report that included the quoted lan-
24 guage contained in paragraph 441.

25 442. The NCAA admits that *USA Today* published a report that included the quoted lan-
26 guage contained in paragraph 442.

27 443. The NCAA admits that its 2011 tax return reflects the annual compensation of its
28 officers, directors, trustees, and key employees. The NCAA further admits that on

1 March 27, 2014, the *Indianapolis Star* reported that 86 NCAA employees earn more
2 than \$100,000 per year. The NCAA denies the remaining allegations contained in
3 paragraph 443, including all allegations not specifically admitted above.

4 444. The NCAA admits that on May 19, 2013, *USA Today* published a report that includ-
5 ed the quoted language contained in paragraph 444. The NCAA lacks sufficient
6 knowledge or information to form a belief as to the truth of the remaining allega-
7 tions contained in paragraph 444, and therefore denies them.

8 445. The NCAA admits that on March 6, 2013, *USA Today* published a report that in-
9 cluded the quoted language contained in paragraph 445. The NCAA lacks sufficient
10 knowledge or information to form a belief as to the truth of the remaining allega-
11 tions contained in paragraph 445, and therefore denies them.

12 446. The NCAA admits that the *Houston Chronicle* reported the information contained in
13 the last sentence of paragraph 446. The NCAA lacks sufficient knowledge or in-
14 formation to form a belief as to the truth of the remaining allegations contained in
15 paragraph 446, and therefore denies them.

16 447. The NCAA admits that on June 5, 2014, *ESPN.com* reported the information con-
17 tained in the second and third sentences of paragraph 447. The NCAA further ad-
18 mits that on March 25, 2014, *ESPN.com* reported the information contained in the
19 fourth sentence of paragraph 447. The NCAA further admits that on December 7,
20 2013, the *Business Insider* reported the information contained in the fifth sentence
21 of paragraph 447. The NCAA lacks sufficient knowledge or information to form a
22 belief as to the truth of the remaining allegations contained in paragraph 447, and
23 therefore denies them.

24 448. The NCAA admits that the Division II Athletics Directors Association website pub-
25 lished a report with the information contained in the second sentence of paragraph
26 448. The NCAA lacks sufficient knowledge or information to form a belief as to
27 the truth of the remaining allegations contained in paragraph 448, and therefore de-
28 nies them.

1 449. The NCAA admits that on June 13, 2014, *ESPN.com* published a report with the in-
2 formation contained in the second and third sentences of paragraph 449. The
3 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
4 the remaining allegations contained in paragraph 449, and therefore denies them.

5 450. The NCAA admits that on April 2, 2013, *ESPN.com* published a report with the in-
6 formation contained in the second sentence of paragraph 450. The NCAA further
7 admits that on October 15, 2013, *San Jose Mercury News* published a report with
8 the information contained in the third sentence of paragraph 450. The NCAA lacks
9 sufficient knowledge or information to form a belief as to the truth of the remaining
10 allegations contained in paragraph 450, and therefore denies them.

11 451. The NCAA admits that on May 4, 2012, *SportingNews.com* published a report with
12 the information contained in the second and third sentences of paragraph 451. The
13 NCAA further admits that on June 26, 2012, *The Ann Arbor News* published a re-
14 port with the information contained in the fourth sentence of paragraph 451. The
15 NCAA lacks sufficient knowledge or information to form a belief as to the truth of
16 the remaining allegations contained in paragraph 451, and therefore denies them.

17 452. The NCAA admits that on March 27, 2013, *ESPN.com* published a report with the
18 information contained in the second sentence of paragraph 452, but denies the alle-
19 gations contained in the third sentence of paragraph 452. The NCAA further admits
20 that on March 6, 2014, *The Oklahoman* published a report with the information con-
21 tained in the fifth sentence of paragraph 452. The NCAA lacks sufficient
22 knowledge or information to form a belief as to the truth of the remaining allega-
23 tions contained in paragraph 452, and therefore denies them.

24 453. The NCAA admits that on June 23, 2012, *Go Vols Xtra* published a report present-
25 ing the information contained in the second sentence of paragraph 453. The NCAA
26 lacks sufficient knowledge or information to form a belief as to the truth of the re-
27 maining allegations contained in paragraph 453, and therefore denies them.

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1 454. The NCAA admits that it has entered into a 14-year television, internet and wireless
2 rights agreement with CBS Sports and Turner Broadcasting System, Inc., to present
3 the Division I Men’s Basketball Championship from 2011 through 2024 for approx-
4 imately \$10.8 billion. The NCAA denies the remaining allegations contained in
5 paragraph 454, including all allegations not specifically admitted above.

6 455. The NCAA admits that on August 10, 2012, *USA Today* published a report that in-
7 cluded the quoted language contained in paragraph 455, but refers to the entirety of
8 the report for the complete contents thereof.

9 456. The NCAA admits that on August 10, 2012, *USA Today* published a report that in-
10 cluded the quoted language contained in paragraph 456.

11 457. The NCAA admits that on August 10, 2012, *USA Today* published a report that in-
12 cluded the quoted language contained in paragraph 457, but refers to the entirety of
13 the report for the complete contents thereof.

14 458. The NCAA admits that in February 2013, the *Arizona Daily Star* published a report
15 that included the quoted language contained in paragraph 458. The NCAA denies
16 the remaining allegations contained in paragraph 458, including all allegations not
17 specifically admitted above.

18 459. The NCAA admits that on December 17, 2012, *Sports Illustrated* published a report
19 that included the quoted language contained in paragraph 459.

20 460. The NCAA admits that on January 14, 2013, the *SportsBusiness Journal* published a
21 report that included the quoted language contained in paragraph 460.

22 461. The NCAA admits that on September 26, 2013, *Businessweek* published a report
23 with the graph contained in paragraph 461. The NCAA denies the remaining allega-
24 tions contained in paragraph 461, including all allegations not specifically admitted
25 above.

26 462. The NCAA admits that on September 26, 2013, *Businessweek* published a report
27 presenting the information contained in paragraph 462.

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1 463. The NCAA admits that on September 26, 2013, *Businessweek* published a report
2 with the graph contained in paragraph 463. The NCAA denies the remaining allega-
3 tions contained in paragraph 463, including all allegations not specifically admitted
4 above.

5 464. The NCAA admits that on September 26, 2013, *Businessweek* published a report
6 with the information contained in paragraph 464.

7 **I. Former NCAA Executive Director, Walter Byers, Makes Clear in his Book that the**
8 **Purpose of NCAA Rules is to Fix Prices**

9 465. The NCAA admits that Walter Byers served as the Executive Director of the NCAA
10 from 1951-1987. The NCAA further admits that in 1995, Mr. Byers wrote the ref-
11 erenced book. The NCAA denies the remaining allegations contained in paragraph
12 465, including all allegations not specifically admitted above.

13 466. The NCAA admits that the quoted language contained in paragraph 457 appears in
14 Mr. Byers' book.

15 **J. Reality of College Athlete Life**

16 467. The NCAA denies the allegations contained in paragraph 467.

17 468. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
18 of the allegations contained in paragraph 468, and therefore denies them.

19 469. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
20 of the allegations contained in paragraph 469, and therefore denies them.

21 470. The NCAA admits that the quoted statement from President Emmert in paragraph
22 470 is accurate. The NCAA denies the characterization of the quoted statement and
23 the remaining allegations contained in paragraph 470, including all allegations not
24 specifically admitted above.

25 471. The NCAA admits that on February 19, 2014, *The Daily Northwestern* published a
26 report that included the quoted language contained in the first block quote in para-
27 graph 471. The NCAA further admits that on February 19, 2014, the *Chicago Sun*
28 *Times* published a report that included the quoted language contained in the second

1 block quote in paragraph 471. The NCAA denies the remaining allegations con-
2 tained in paragraph 471, including all allegations not specifically admitted above.

3 472. The NCAA denies that NCAA rules preclude student-athletes from securing part-
4 time jobs during the school year. The NCAA admits that due to academic and ath-
5 letic time commitments, some student-athletes do not work part-time jobs during the
6 school year. The NCAA denies the remaining allegations contained in paragraph
7 472, including all allegations not specifically admitted above.

8 473. The NCAA admits that the majority of college football and basketball players do
9 not play professionally. The NCAA lacks sufficient knowledge or information to
10 form a belief as to the truth of the remaining allegations contained in paragraph 473,
11 and therefore denies them.

12 474. The NCAA denies the allegations contained in paragraph 474.

13 475. The NCAA admits that in response to its 2011 Division I GOALS Study on the Stu-
14 dent-Athlete Experience, FBS football players reported to spend an average of 43.3
15 hours/week in-season on athletic activities, while reporting to spend 38.0
16 hours/week in-season on academic activities. The NCAA denies the remaining al-
17 legations contained in paragraph 475, including all allegations not specifically ad-
18 mitted above.

19 476. The NCAA denies the allegations contained in paragraph 476.

20 **K. Defendants' Likely Affirmative Defenses Do Not Apply**

21 477. The NCAA denies the allegations in paragraph 477.

22 **1. Academic Consensus That Amateurism Is A Façade**

23 478. The NCAA denies the allegations contained in paragraph 478.

24 (a) The NCAA admits that the cited article by Robert J. Barro included the quoted
25 language contained in paragraph 478(a).

26 (b) The NCAA admits that the cited article by Gary Becker included the quoted
27 language contained in paragraph 478(b).

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- 1 (c) The NCAA admits that the cited article by Gary Becker included the quoted
- 2 language contained in paragraph 478(c).
- 3 (d) The NCAA admits that the cited article by Brad R. Humphreys and Jane E.
- 4 Ruseki included the quoted language contained in paragraph 478(d).
- 5 (e) The NCAA admits that the cited article by Lawrence M. Kahn included the
- 6 quoted language contained in paragraph 478(e).
- 7 (f) The NCAA admits that the cited article by James V. Koch included the quoted
- 8 language contained in paragraph 478(f).
- 9 (g) The NCAA admits that the cited article by James V. Koch included the quoted
- 10 language contained in paragraph 478(g).
- 11 (h) The NCAA admits that the cited book by Robert Pindyck and Daniel Rubinfeld
- 12 included the quoted language contained in paragraph 478(h).
- 13 (i) The NCAA admits that the cited article by Daniel E. Lazaroff included the quot-
- 14 ed language contained in paragraph 478(i).
- 15 (j) The NCAA admits that the cited article by Richard Posner included the quoted
- 16 language contained in paragraph 478(j).
- 17 (k) The NCAA admits that the cited article by Robert D. Tollison included the
- 18 quoted language contained in paragraph 478(k).

19 **2. “Amateur College Athletics,” “Amateur College Basketball,” “Amateur Col-**
20 **lege Football,” “Division I Men’s and Women’s Basketball,” and “Division I**
Football Bowl Subdivision Football” All Will Continue to Exist

- 21 479. The NCAA denies the allegations contained in paragraph 479.
- 22 480. The NCAA admits that as of the end of the 2012 season, 124 schools competed in
- 23 collegiate football within the NCAA’s Division I Football Championship Subdivi-
- 24 sion, 162 schools competed in Division II football, and 241 schools competed in
- 25 Division III football. The NCAA denies the remaining allegations contained in par-
- 26 agraph 480, including all allegations not specifically admitted above.
- 27 481. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
- 28 of the allegations contained in paragraph 481, and therefore denies them.

1 482. The NCAA admits that on January 2, 2014, *BusinessWeek* published a report that
2 included the quoted language contained in the first block quote in paragraph 482.
3 The NCAA further admits that on September 16, 2013, *Time* magazine published a
4 report that included the quoted language contained in the second block quote in par-
5 agraph 482. The NCAA denies that, if plaintiffs were to prevail in this lawsuit, Di-
6 vision I Football Bowl Subdivision college football would continue to exist as the
7 amateur athletic competition product that it is today. The NCAA lacks sufficient
8 knowledge or information to form a belief as to the truth of the remaining allega-
9 tions contained in paragraph 482, and therefore denies them

10 483. The NCAA admits that on July 25, 2012, *The Atlantic* published a report that in-
11 cluded the quoted language contained in paragraph 483. The NCAA denies the re-
12 maining allegations contained in paragraph 483, including all allegations not specifi-
13 cally admitted above.

14 484. The NCAA admits that in May 2014, the *Wall Street Journal* published a report that
15 included the information and quoted language contained in paragraph 484. The
16 NCAA denies the remaining allegations contained in paragraph 484, including all
17 allegations not specifically admitted above.

18 485. The NCAA denies the allegations contained in paragraph 485.

19 **3. Competitive Balance Will Not Be Impacted**

20 486. The NCAA admits that the first quoted statement in paragraph 486 has been assert-
21 ed as a defense in prior litigation. The NCAA lacks sufficient knowledge or infor-
22 mation to form a belief as to the truth of the allegations relating to Pac-12 Commis-
23 sioner Larry Scott contained in paragraph 486, and therefore denies them. The
24 NCAA denies the remaining allegations contained in paragraph 486, including all
25 allegations not specifically admitted above.

26 487. The NCAA admits that on May 4, 2014, *utsandiego.com* published a report that in-
27 cluded the quoted language contained in paragraph 487. The NCAA lacks sufficient
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1 knowledge or information to form a belief as to the truth of the remaining allega-
 2 tions contained in paragraph 487, and therefore denies them.

3 488. The NCAA admits that the literature referenced in paragraph 488 has been pub-
 4 lished and that the respective quotes alleged in subparagraphs (a)-(f) are contained
 5 in the respective sources. The NCAA denies the remaining allegations contained in
 6 paragraph 488, including all allegations not specifically admitted above.

7 **4. Emmert Statements regarding inter-conference competition (other than with**
 8 **respect to the alleged collusion) and the lack of competitive balance within Di-**
 9 **vision I**

10 489. The NCAA admits that on July 7, 2013, *The Witchita Eagle* published a report that
 11 included the quoted language contained in paragraph 489, subpart (a). The NCAA
 12 further admits that on December 2, 2011, *ESPN College Sports* published a report
 13 that included the quoted language contained in paragraph 489, subparts (b) and (c).
 14 The NCAA denies that *CBSSports.com* published a report on May 31, 2015, that in-
 15 cluded the quoted language contained in paragraph 489, subparts (d) and (e). The
 16 NCAA denies the characterization of the quoted statements and the remaining alle-
 17 gations contained in paragraph 489, including all allegations not specifically admit-
 18 ted above.

19 **5. Education Will Remain A Condition of Athletic Eligibility**

20 490. The NCAA admits that the quoted statement in paragraph 490 has been asserted as a
 21 defense in prior litigation. The NCAA denies the remaining allegations contained in
 22 paragraph 490, including all allegations not specifically admitted above.

23 **VI. INTERSTATE TRADE AND COMMERCE**

24 491. The NCAA denies the allegations contained in paragraph 491.

25 492. The NCAA denies the allegations contained in paragraph 492.

26 493. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
 27 of the allegations contained in the last two sentences of paragraph 493, and therefore
 28 denies them. The NCAA denies the remaining allegations contained in paragraph
 493.

1 494. The NCAA denies the allegations contained in the first sentence of paragraph 494.
2 The NCAA lacks sufficient knowledge or information to form a belief as to the truth
3 of the remaining allegations contained in paragraph 494, and therefore denies them.

4 495. The NCAA lacks sufficient knowledge or information to form a belief as to the truth
5 of the allegations contained in paragraph 495, and therefore denies them.

6 496. The NCAA denies the allegations contained in the first and last sentences of para-
7 graph 496. The NCAA lacks sufficient knowledge or information to form a belief
8 as to the truth of the remaining allegations contained in paragraph 496, and therefore
9 denies them.

10 **VII. CLASS ACTION ALLEGATIONS**

11 497. The NCAA admits that plaintiffs purport to bring this action as a class action under
12 Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), and that plaintiffs seek to have the de-
13 fined classes certified. The NCAA denies that the CAC states a claim upon which
14 relief can be granted and further denies that this case is suitable for resolution as a
15 class action. The NCAA denies the remaining allegations contained in paragraph
16 497, including all allegations not specifically admitted above.

17 498. The NCAA admits that plaintiffs claim to exclude from their purported classes play-
18 ers who played on teams of the Ivy League or the Service Academies and that these
19 entities have indicated that they do not offer athletically-related aid. The NCAA
20 denies that the CAC states a claim upon which relief can be granted and further de-
21 nies that this case is suitable for resolution as a class action. The NCAA denies the
22 remaining allegations contained in paragraph 498, including all allegations not spe-
23 cifically admitted above

24 499. The NCAA denies the allegations contained in paragraph 499.

25 500. The NCAA denies the allegations contained in paragraph 500.

26 501. The NCAA denies the allegations contained in paragraph 501.

27 502. The NCAA denies the allegations contained in paragraph 502.

28 503. The NCAA denies the allegations contained in paragraph 503.

1 504. The NCAA denies the allegations contained in paragraph 504.

2 505. The NCAA denies the allegations contained in paragraph 505.

3 506. The NCAA denies the allegations contained in paragraph 506.

4 507. The NCAA denies the allegations contained in paragraph 507.

5 **VIII. ANTITRUST ALLEGATIONS**

6 508. The NCAA denies the allegations contained in paragraph 508.

7 509. The NCAA denies the allegations contained in paragraph 509 and its subparts.

8 510. The NCAA denies the allegations contained in paragraph 510.

9 511. The NCAA denies the allegations contained in paragraph 511.

10 **FIRST CLAIM FOR RELIEF**

11 ***PER SE* VIOLATION OF § 1 OF THE SHERMAN ACT, 15 U.S.C. § 1**
12 **(Against all Defendants)**

13 512. The NCAA realleges and incorporates by reference each of its responses as set forth
14 in the preceding paragraphs of this Answer.

15 513. The NCAA denies the allegations contained in paragraph 513.

16 514. The NCAA denies the allegations contained in paragraph 514 and its subparts.

17 515. The NCAA denies the allegations contained in paragraph 515.

18 516. The NCAA denies the allegations contained in paragraph 516.

19 517. The NCAA denies the allegations contained in paragraph 517.

20 518. The NCAA denies the allegations contained in paragraph 518.

21 519. The NCAA denies the allegations contained in paragraph 519.

22 520. The NCAA denies the allegations contained in paragraph 520.

23 **SECOND CLAIM FOR RELIEF**

24 **VIOLATION OF § 1 OF THE SHERMAN ACT, 15 U.S.C. § 1**
25 **UNREASONABLE RESTRAINT OF TRADE**
26 **“QUICK LOOK” RULE OF REASON ANALYSIS**
27 **(Against all Defendants)**

28 521. The NCAA realleges and incorporates by reference each of its responses as set forth
in the preceding paragraphs of this Answer.

522. The NCAA denies the allegations contained in paragraph 522.

- 1 523. The NCAA denies the allegations contained in paragraph 523.
- 2 524. The NCAA denies the allegations contained in paragraph 524 and its subparts.
- 3 525. The NCAA denies the allegations contained in paragraph 525.
- 4 526. The NCAA denies the allegations contained in paragraph 526.
- 5 527. The NCAA denies the allegations contained in paragraph 527.
- 6 528. The NCAA denies the allegations contained in paragraph 528.
- 7 529. The NCAA denies the allegations contained in paragraph 529.
- 8 530. The NCAA denies the allegations contained in paragraph 530.
- 9 531. The NCAA denies the allegations contained in paragraph 531.
- 10 532. The NCAA denies the allegations contained in paragraph 532.

THIRD CLAIM FOR RELIEF

**VIOLATION OF § 1 OF THE SHERMAN ACT, 15 U.S.C. § 1
UNREASONABLE RESTRAINT OF TRADE
FULL RULE OF REASON ANALYSIS
(Against all Defendants)**

- 14 533. The NCAA realleges and incorporates by reference each of its responses as set forth
15 in the preceding paragraphs of this Answer.
- 16 534. The NCAA denies the allegations contained in paragraph 534.
- 17 535. The NCAA denies the allegations contained in paragraph 535.
- 18 536. The NCAA denies the allegations contained in paragraph 536 and its subparts.
- 19 537. The NCAA denies the allegations contained in paragraph 537.
- 20 538. The NCAA denies the allegations contained in paragraph 538.
- 21 539. The NCAA denies the allegations contained in paragraph 539.
- 22 540. The NCAA denies the allegations contained in paragraph 540.
- 23 541. The NCAA denies the allegations contained in paragraph 541.
- 24 542. The NCAA denies the allegations contained in paragraph 542.
- 25 543. The NCAA denies the allegations contained in paragraph 543.
- 26 544. The NCAA denies the allegations contained in paragraph 544.

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FOURTH CLAIM FOR RELIEF

**VIOLATION OF THE UNFAIR COMPETITION ACT,
CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.
(Against the NCAA and the PAC-12)**

- 545. The NCAA realleges and incorporates by reference each of its responses as set forth in the preceding paragraphs of this Answer.
- 546. Paragraph 546 and its subparts contain legal conclusions, which do not require a response.
- 547. The NCAA denies the allegations contained in paragraph 547.
- 548. The NCAA denies the allegations contained in paragraph 548.
- 549. The NCAA denies the allegations contained in paragraph 549.

FIFTH CLAIM FOR RELIEF

**VIOLATION OF SECTION 1 OF THE SHERMAN ACT, 15 U.S.C. § 1
UNREASONABLE RESTRAINT OF TRADE
- GROUP BOYCOTT/REFUSAL TO DEAL
(Against all Defendants)**

- 550. The NCAA realleges and incorporates by reference each of its responses as set forth in the preceding paragraphs of this Answer.
- 551. The NCAA denies the allegations contained in paragraph 551.
- 552. The NCAA denies the allegations contained in paragraph 552.
- 553. The NCAA admits that NCAA members are expected to abide by NCAA member-adopted rules. The NCAA denies the remaining allegations contained in paragraph 553, including all allegations not specifically admitted above.
- 554. The NCAA denies the allegations contained in paragraph 554.
- 555. The NCAA denies the allegations contained in paragraph 555.
- 556. The NCAA denies the allegations contained in paragraph 556.
- 557. The NCAA denies the allegations contained in paragraph 557.
- 558. The NCAA denies the allegations contained in paragraph 558.
- 559. The NCAA denies the allegations contained in paragraph 559.

AFFIRMATIVE DEFENSES

The NCAA states the following affirmative defenses to plaintiffs' claims. By identifying these defenses, the NCAA does not concede that it bears the burden of proof with respect to any such defense or portion thereof. The NCAA reserves the right to amend, withdraw, supplement or modify these defenses as discovery in this case proceeds.

1. Plaintiffs have failed to state a claim on which relief may be granted under the Supreme Court's authority in *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). The claim plaintiffs make—that any limitation on the amount of compensation student-athletes may receive for their participation in intercollegiate athletics constitutes a horizontal agreement that unreasonably restrains trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1—directly conflicts with this Court's decision and injunction, issued on August 8, 2014, in *O'Bannon v. NCAA*, No. C 09-3329 CW, 2014 WL 3899815 (N.D. Cal. Aug. 8, 2014). In that case, this Court held that appropriate limits on the amount of compensation that student-athletes may receive while in school are lawful under Section 1 because they serve the procompetitive goals of (i) maximizing consumer demand for amateur student-athlete intercollegiate sports and (ii) integrating student-athletes into the academic communities of their schools, which in turn improves the education the schools offer. *Id.* at *12, 15-17, 29-37. Accordingly, this Court determined that the NCAA and its members may—consistently with federal antitrust law—agree to limit the compensation that student-athletes in Division I men's basketball and FBS football may receive each year for their participation in intercollegiate athletics, provided that those limits are not less than (i) the full cost of attendance, as defined in 20 U.S.C. § 1087ll, and (ii) \$5,000 per student-athlete, distributed on a deferred basis. *O'Bannon*, 2014 WL 3899815, at *35-37.
2. Plaintiffs' claims are barred, in whole or in part, by the Supreme Court's decision in *NCAA v. Board of Regents of the University of Oklahoma*, 468 U.S. 85 (1984), and its progeny, including *Agnew v. NCAA*, 683 F.3d 328 (7th Cir. 2012), *Bassett v. NCAA*, 528 F.3d 426 (6th Cir. 2008), *Smith v. NCAA*, 139 F.3d 180 (3d Cir. 1998), *vacated on other grounds*, 525

1 U.S. 459 (1999), *Banks v. NCAA*, 977 F.2d 1081 (7th Cir. 1992), and *McCormack v. NCAA*,
2 845 F.2d 1338 (5th Cir. 1988). In *Board of Regents*, the Supreme Court explained that “the
3 NCAA seeks to market a particular brand of football—college football. The identification
4 of this ‘product’ with an academic tradition differentiates college football from and makes
5 it more popular than professional sports to which it might otherwise be comparable, such
6 as, for example, minor league baseball.” 468 U.S. at 101-02. “In order to preserve the
7 character and quality of the ‘product,’ athletes must not be paid, must be required to attend
8 class, and the like. And the integrity of the ‘product’ cannot be preserved except by mutual
9 agreement; if an institution adopted such restrictions unilaterally, its effectiveness on the
10 playing field might soon be destroyed.” *Id.* at 102.

11 3. Plaintiffs’ claims are barred, in whole or in part, by the injunction issued in *O’Bannon v.*
12 *NCAA*, No. C 09-3329 CW, 2014 WL 3899815 (N.D. Cal. Aug. 8, 2014). The claim plain-
13 tiffs make—that any limitation on the amount of compensation student-athletes may receive
14 for their participation in intercollegiate athletics constitutes a horizontal agreement that un-
15 reasonably restrains trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1—
16 directly conflicts with this Court’s decision and injunction, issued on August 8, 2014, in
17 *O’Bannon*. In that case, this Court held that appropriate limits on the amount of compensa-
18 tion that student-athletes may receive while in school are lawful under Section 1 because
19 they serve the procompetitive goals of (i) maximizing consumer demand for amateur stu-
20 dent-athlete intercollegiate sports and (ii) integrating student-athletes into the academic
21 communities of their schools, which in turn improves the education the schools offer. *Id.* at
22 *12, 15-17, 29-37. Accordingly, this Court determined that the NCAA and its members
23 may—consistently with federal antitrust law—agree to limit the compensation that student-
24 athletes in Division I men’s basketball and FBS football may receive each year for their
25 participation in intercollegiate athletics, provided that those limits are not less than (i) the
26 full cost of attendance, as defined in 20 U.S.C. § 1087ll, and (ii) \$5,000 per student-athlete,
27 distributed on a deferred basis. *O’Bannon*, 2014 WL 3899815, at *35-37.

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1 4. Plaintiffs' claims are barred, in whole or in part, by the doctrines of res judicata and collat-
2 eral estoppel. The claim plaintiffs make—that any limitation on the amount of compensa-
3 tion student-athletes may receive for their participation in intercollegiate athletics consti-
4 tutes a horizontal agreement that unreasonably restrains trade in violation of Section 1 of
5 the Sherman Act, 15 U.S.C. § 1—directly conflicts with this Court's decision and injunc-
6 tion, issued on August 8, 2014, in *O'Bannon*. In that case, this Court held that appropriate
7 limits on the amount of compensation that student-athletes may receive while in school are
8 lawful under Section 1 because they serve the procompetitive goals of (i) maximizing con-
9 sumer demand for amateur student-athlete intercollegiate sports and (ii) integrating student-
10 athletes into the academic communities of their schools, which in turn improves the educa-
11 tion the schools offer. *Id.* at *12, 15-17, 29-37. Accordingly, this Court determined that the
12 NCAA and its members may—consistently with federal antitrust law—agree to limit the
13 compensation that student-athletes in Division I men's basketball and FBS football may re-
14 ceive each year for their participation in intercollegiate athletics, provided that those limits
15 are not less than (i) the full cost of attendance, as defined in 20 U.S.C. § 1087*ll*, and (ii)
16 \$5,000 per student-athlete, distributed on a deferred basis. *O'Bannon*, 2014 WL 3899815,
17 at *35-37.

18 5. Plaintiffs' claims are barred on the ground that the challenged NCAA eligibility rules and
19 regulations are procompetitive, and that their procompetitive effects outweigh any possible
20 anticompetitive effects. In *O'Bannon*, this Court held that appropriate limits on the amount
21 of compensation that student-athletes may receive while in school are lawful under Section
22 1 because they serve the procompetitive goals of (i) maximizing consumer demand for
23 amateur student-athlete intercollegiate sports and (ii) integrating student-athletes into the
24 academic communities of their schools, which in turn improves the education the schools
25 offer. *O'Bannon*, 2014 WL 3899815, at *12, 15-17, 29-37. Under the holding of *NCAA v.*
26 *Board of Regents of the University of Oklahoma*, 468 U.S. 85 (1984), the NCAA's eligibil-
27 ity rules, among other things, distinguish amateur college athletics from professional sports,
28 and allows the former to exist as a separate product, thereby expanding output, the quintes-

1 sential hallmark of a procompetitive rule or regulation. In addition, the NCAA's limitations
2 on grant-in-aid scholarships expand the number of scholarships available to student-
3 athletes, including student-athletes in other athletic programs, and permit colleges to com-
4 ply with their gender equity obligations under Title IX of the Education Amendments Act
5 of 1972, 20 U.S.C. § 1681, *et seq.* These and other procompetitive effects of the challenged
6 NCAA eligibility rules and regulations vastly outweigh any alleged anticompetitive effects
7 of those rules and regulations.

8 6. Plaintiffs' claims are barred on the ground that they have failed to allege a legally cogniza-
9 ble relevant market within which to assess the competitive effects of the challenged NCAA
10 eligibility rules and regulations.

11 7. Plaintiffs' claims are barred on the grounds that, under *Bassett v. NCAA*, 528 F.3d 426 (6th
12 Cir. 2008), *Smith v. NCAA*, 139 F.3d 180 (3d Cir. 1998), *vacated on other grounds*, 525
13 U.S. 459 (1999), and *Bowers v. NCAA*, 9 F. Supp. 2d 460 (D.N.J. 1998), the challenged
14 NCAA eligibility rules and regulations do not constitute commercial activity within the
15 scope of the prohibitions of the federal antitrust laws.

16 8. If plaintiffs were to establish that they participate in a labor market, then plaintiffs' claims
17 are barred, in whole or in part, by the anti-injunction provisions of the Norris-LaGuardia
18 Act, 29 U.S.C. § 101, and Section 20 of the Clayton Act, 29 U.S.C. § 52.

19 9. Plaintiffs' claims are barred, in whole or in part, by the doctrine of mootness to the extent
20 that plaintiffs seek injunctive relief for student-athletes who no longer participate in NCAA
21 athletics.

22 10. Plaintiffs' claims are barred on the ground that their alleged damages are speculative and
23 conjectural and are not capable of calculation with a reasonable degree of certainty.

24 11. The NCAA adopts and incorporates by reference applicable affirmative defenses asserted
25 by other defendants to the extent that the NCAA may share in such defense.

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CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2014, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification to the email addresses registered.

By: /s/ Jeffrey A. Mishkin
Jeffrey A. Mishkin