

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

3
4 IN RE: NATIONAL COLLEGIATE ATHLETIC
5 ASSOCIATION ATHLETIC GRANT-IN-AID CAP
6 ANTITRUST LITIGATION

No. 14-md-02541 CW

7 PERMANENT
8 INJUNCTION

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12 The Court, having considered the evidence presented at the
13 bench trial in this matter and consistent with its findings of
14 fact and conclusions of law, hereby orders as follows:

- 15 1. Defendant National Collegiate Athletic Association, and its
16 officers, agents, servants, employees, and any person in
17 active concert or participation with them, including its
18 member schools and conferences, who receive actual notice of
19 this Order by personal service or otherwise (hereinafter, the
20 NCAA), are hereby permanently restrained and enjoined from
21 agreeing to fix or limit compensation or benefits related to
22 education that may be made available from conferences or
23 schools to Division I women's and men's basketball and FBS
24 football student-athletes on top of a grant-in-aid.
- 25 2. The compensation and benefits related to education provided
26 on top of a grant-in-aid that the NCAA may not agree to fix
27 or limit pursuant to paragraph 1 of this Order are the
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1 following: computers, science equipment, musical instruments
2 and other tangible items not included in the cost of
3 attendance calculation but nonetheless related to the pursuit
4 of academic studies; post-eligibility scholarships to
5 complete undergraduate or graduate degrees at any school;
6 scholarships to attend vocational school; tutoring; expenses
7 related to studying abroad that are not included in the cost
8 of attendance calculation; and paid post-eligibility
9 internships.

10 3. The list of compensation and benefits related to education
11 listed in paragraph 2 may be amended, at any time, on motion
12 of any party.

13 4. Notwithstanding the foregoing paragraphs, the NCAA may adopt,
14 enact, or agree to, now or in the future, a definition of
15 compensation and benefits that are "related to education" for
16 the purpose of complying with this injunction. If the NCAA
17 chooses to adopt, enact, or agree to any such definition, the
18 NCAA may move to amend this injunction to incorporate that
19 definition. Additionally, notwithstanding the foregoing
20 paragraphs, the NCAA may adopt, enact, or agree to, now or in
21 the future, any constitutional provision, bylaw, rule,
22 regulation, interpretation, or policy that regulates how
23 conferences or schools provide education-related compensation
24 and benefits to Division I women's and men's basketball and
25 FBS football student-athletes on top of a grant-in-aid.

26 5. Notwithstanding the foregoing paragraphs, the NCAA may agree,
27 now or in the future, to fix or limit academic or graduation
28 awards or incentives that may be made available from

1 conferences or schools to Division I women's and men's
2 basketball and FBS football student-athletes on top of a
3 grant-in-aid. Any limit adopted, enacted, or agreed to by
4 the NCAA under this paragraph shall not, at any time, be less
5 than the maximum amount of compensation that an individual
6 student-athlete could receive in an academic school year in
7 participation, championship, or special achievement awards
8 (combined) under Division I Bylaw, Article 16, and listed in
9 Figures 16-1, 16-2, and 16-3 of the 2018-2019 Division I
10 Manual (hereinafter, the athletics participation awards
11 limit). Any limit adopted, enacted, or agreed to by the NCAA
12 under this paragraph shall be increased in the event that the
13 athletics participation awards limit is increased, to ensure
14 that the limit on academic achievement or graduation awards
15 or incentives is never less than the athletics participation
16 awards limit.

- 17 6. Notwithstanding the foregoing paragraphs, any NCAA member
18 conference may, individually, fix or limit compensation or
19 benefits related to education that may be made available from
20 that conference or its member schools to Division I women's
21 and men's basketball and FBS football student-athletes on top
22 of a grant-in-aid. No limit set under this paragraph shall
23 be set pursuant to an agreement with any other conference.
- 24 7. Notwithstanding the foregoing paragraphs, any NCAA member
25 conference may, individually, fix or limit academic or
26 graduation awards or incentives that may be made available
27 from that conference or its member schools to Division I
28 women's and men's basketball and FBS football student-

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1 athletes on top of a grant-in-aid. No limit set under this
2 paragraph shall be set pursuant to an agreement with any
3 other conference.

4 8. Any party may seek modification of this Order, at any time,
5 by written motion and for good cause based on changed
6 circumstances or otherwise.

7 9. The Court will retain jurisdiction over the enforcement and
8 amendment of the injunction. If any part of this Order is
9 violated by any party named herein or any other person,
10 Plaintiffs may, by motion with notice to the attorneys for
11 Defendants, apply for sanctions or other relief that may be
12 appropriate.

13 10. The injunction will take effect in ninety days but will be
14 stayed pending the issuance of a mandate if a notice of
15 appeal is timely filed.

17 IT IS SO ORDERED.

18 Dated: March 8, 2019



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CLAUDIA WILKEN
United States District Judge