

Exhibit F

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into, subject to Final Approval of the Court, as of January 31, 2025, by and between Plaintiffs Taylor Smart and Michael Hacker, individually and on behalf of all those similarly situated including Class Members (hereinafter “Plaintiffs”), and Defendant National Collegiate Athletic Association (hereinafter “Defendant” or “NCAA”).

1. RECITALS

- 1.1. WHEREAS, the Settlement (as hereinafter defined) has been reached, subject to the Final Approval of the Court as provided herein, after extensive, arm’s-length negotiations between Plaintiffs’ and Defendant’s Counsel extending for many months; and
- 1.2. WHEREAS, the Parties previously participated in a mediation session before professional mediator Fouad Kurdi. The Parties did not reach a settlement at mediation but resumed arms’ length negotiations after further developments in the case, including the filing of briefs and expert declarations regarding class certification.
- 1.3. WHEREAS, the Plaintiffs and their Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted, the legal and factual defenses thereto, and the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the claims, that it would be in the best interests of the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Settlement Class, and further, that Plaintiffs and their Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of the Settlement Class; and
- 1.4. WHEREAS, Defendant, while continuing to deny any violation, wrongdoing, or liability with respect to any and all claims asserted in the Litigation, either on its part or on the part of any of the Released Parties, have nevertheless concluded that it will enter into this Settlement Agreement in order, among other things, to avoid the expense, inconvenience, and uncertainty of further litigation.
- 1.5. NOW, THEREFORE, the undersigned agree, on behalf of Defendant and Plaintiffs, that subject to the Final Approval of the Court, the Litigation be settled, compromised, and dismissed with prejudice in accordance with the terms of this Settlement Agreement, and without costs against the Settlement Class or Defendants (except as provided below), on the following terms and conditions:

2. **DEFINITIONS.** As used in this Agreement and its Exhibits, the following capitalized terms shall have the respective meanings set forth below.

- 2.1. **Acceptance Period.** The term “Acceptance Period” means the 120 days that a

participating Class Member has to sign and negotiate a Settlement Payment.

- 2.2. Agreement.** The term “Agreement” or “Settlement Agreement” shall mean and refer to this document evidencing a mutual settlement and release of disputed claims, and it shall also incorporate those other documents exhibited to, contemplated by, and/or identified in this Agreement including, but not limited to, the Notice.
- 2.3. Business Day.** Shall mean any day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Fed. R. Civ. P. 6(a)(6).
- 2.4. Class Counsel.** “Class Counsel” shall mean and refer to Garrett R. Broshuis and Steven M. Berezney and the law firm of Korein Tillery LLC, 505 North 7th Street, Suite 3600, St. Louis, Missouri, 63101, United States of America (hereinafter “Korein Tillery”).
- 2.5. Class Member.** The term “Class Member” shall mean and refer to an individual member of the Settlement Class.
- 2.6. Class Period.** November 29, 2018 through the period ending on the date ninety (90) calendar days after the date on which the Court grants Preliminary Approval of the Settlement.
- 2.7. Court.** The term “Court” shall mean and refer to the United States District Court for the Eastern District of California, or of any other court, who presides over the Litigation or this Agreement.
- 2.8. Cy Pres Awardee.** The term “Cy Pres Awardee” means the American Baseball Coaches Association, on the condition that any funds disbursed to the Cy Pres Awardee must be exclusively used for the benefit of college baseball coaches.
- 2.9. Defendant.** “Defendant” shall mean and refer to the National Collegiate Athletic Association (“NCAA”).
- 2.10. Defendant’s Counsel.** “Defendant’s Counsel” shall mean and refer to Carolyn Hoecker Luedtke, Justin P. Raphael, Megan McCreddie, and the law firm of Munger Tolles & Olson LLP, 560 Mission Street, 27th Floor, San Francisco, CA 94105.
- 2.11. Defendant Released Claims.** “Defendant Released Claims” shall mean all claims and counterclaims that Defendant asserted or could have asserted against Plaintiffs arising out of the facts alleged in the Litigation, known or unknown.
- 2.12. Effective Date.** “Effective Date” shall mean and refer to the calendar day after the judgment becomes final, as defined *infra* in Section 2.15.
- 2.13. Final Approval.** “Final Approval” shall mean the entry by the Court of the Order Granting Final Approval of the Settlement.
- 2.14. Final Fairness Hearing.** The “Final Fairness Hearing” will be a hearing set by the Court where, among other things, the Court, in its discretion, will provide an opportunity for any Class Member who wishes to object to the fairness, reasonableness

or adequacy of the Settlement an opportunity to be heard, provided that the Class Member complies with the requirements for objecting to the Settlement as set out in Section 7.4. The date of the Final Fairness Hearing shall be set by the Court and communicated to the Settlement Class in a Court-approved Settlement Notice under Federal Rule of Civil Procedure 23(c)(2).

- 2.15. **Final Judgment.** The judgment in this case shall become final on the earliest date on which all of the following events shall have occurred: The Settlement is approved in all respects by the Court in this case as required by Fed. R. Civ. P. 23(e); the Court enters a Judgment that certifies the class, terminates this action, extinguishes all Plaintiff Released Claims and Defendant Released Claims, and satisfies the requirements of Fed. R. Civ. P. 58; and the time for appeal of the Court's approval of this Settlement and entry of the Final Order and Judgment under Fed. R. App. P. 4 has expired or, if appealed, approval of this Settlement has been affirmed by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further review (Fed. R. App. P. 40) or appeal (U.S. Sup. Ct. R. 13) or the appeal is voluntarily dismissed. (Fed. R. App. P. 42).
- 2.16. **Litigation.** The Litigation means *Smart et al. v. National Collegiate Athletic Association*, Case No. 2:22-cv-02125 in the United States District Court for the Eastern District of California.
- 2.17. **Notice.** "Notice" shall mean any form through which Class Members are notified of their rights with respect to this Agreement in accordance with Section 7.2 of this Agreement.
- 2.18. **Notice Plan.** "Notice Plan" shall mean the plan for distribution of the Notice, including direct mail and publication, as appropriate, which is subject to the approval of the Court as provided in Section 7.1 of this Agreement.
- 2.19. **Objection.** "Objection" shall have the meaning ascribed to that term by Section 7.4 of this Agreement.
- 2.20. **Order Granting Final Approval.** The "Order Granting Final Approval" shall mean and refer to the order entered by the Court approving the terms and conditions of this Agreement, including the manner and timing of providing Notice, and certifying a Settlement Class.
- 2.21. **Order Granting Preliminary Approval.** "Order Granting Preliminary Approval" shall mean and refer to the order entered by the Court conditionally approving the terms and conditions of this Agreement, including among other things, the conditional certification of the proposed class, the manner and timing of providing Notice, the time period for opting out and filing objections, and the date of the Final Fairness Hearing.
- 2.22. **Parties.** "Parties" shall mean and refer to Defendant, Plaintiffs, on behalf of the Settlement Class, as defined herein, and to the extent that the Defendant, Plaintiffs on behalf of the Settlement Class discharge any of their obligations under this Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

2.23. Plaintiffs. “Plaintiffs” shall mean the Plaintiffs Taylor Smart and Michael Hacker, and anyone acting on their behalf, including in a representative or derivative capacity.

2.24. Plaintiff Released Claims. “Plaintiff Released Claims” shall mean any and all claims of the Plaintiffs and Class Members who do not opt out of the Settlement that were asserted or could have been asserted against Released Parties for the Class Period arising out of the facts alleged in the Litigation, known or unknown, including for avoidance of doubt, any claim for unpaid wages, benefits, or bonuses, or any claim for damages for lost opportunities, interference with contract, or restraint of trade. Plaintiff Released Claims include, without limitation, any claims for compensation, benefits, penalties or any other recovery on the theory that Plaintiffs or Class Members who do not opt out of the Settlement were employees of, or contractors for, any Released Parties, and thus include, without limitations, claims under state and federal minimum wage laws, the federal Fair Labor Standards Act, state and local wage and hour statutes and laws, including without limitation any claims under the California Labor Code and California Labor Code section 2698 et seq. specifically as well as California Business & Professions Code section 17200 and equivalent statutes from other states that could have been asserted based on the facts alleged in the Litigation.

2.25. Preliminary Approval. “Preliminary Approval” shall mean and refer to the entry by the Court of the Order Granting Preliminary Approval of the Settlement.

2.26. Released Parties. “Released Parties” shall mean Defendant, all of Defendant’s respective past or present members with Division I baseball programs during the Class Period as well as all of the directors, trustees, officers, employees, subsidiaries, parents, legal representatives, predecessors, successors, affiliates, agents, attorneys, shareholders, related entities and divisions, and their successors and assigns of the Defendant and its past or present members with Division I baseball programs during the Class Period.

2.27. Settlement. “Settlement” shall mean the settlement of the Litigation which is provided for by this Agreement.

2.28. Settlement Administrator. “Settlement Administrator” means Kroll Settlement Administration, or any other third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement.

2.29. Settlement Class. “Settlement Class” shall mean and refer to:

All persons who, pursuant to NCAA Division I Bylaw 11.7.6, served as a “volunteer coach” in college baseball at an NCAA Division I school from November 29, 2018 to July 1, 2023.

2.30. Settlement Fund. “Settlement Fund” shall mean the fund in the gross total amount of \$49,250,000.00 U.S. Dollars which is provided for by Section 5.1.1 of this Agreement.

3. REPRESENTATIONS and WARRANTIES

- 3.1.** Plaintiffs and Defendant represent that they have all requisite power and authority to execute, themselves or respectively by Class Counsel or Defendant's Counsel, deliver and perform this Agreement and to consummate the transactions contemplated herein, that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and that this Agreement has been duly and validly executed as aforesaid and delivered by Plaintiffs and Defendant and constitutes their legal, valid, and binding obligation.

4. CERTIFICATION FOR SETTLEMENT PURPOSES

- 4.1. Settlement Class.** For the sole purpose of effectuating this Settlement, Plaintiffs and Defendant agree jointly to request that the Court certify a Settlement Class as defined in Section 2.29 of this Settlement Agreement. Plaintiffs understand and agree that if this Settlement is not approved or if the Litigation resumes for any other reason, Plaintiffs shall not argue or contend that this Settlement and agreement to class certification for settlement purposes only shall have any effect on a disputed motion for class certification in the Litigation or any other litigation.

5. CONSIDERATION

- 5.1.** Under the terms of this Agreement, Defendant agrees to provide the following relief to the Settlement Class:

5.1.1. The Settlement Fund

5.1.1.1. Defendant will pay the gross sum of \$49,250,000.00 U.S. Dollars (the "Settlement Fund"), which will fully and finally resolve the Action. This amount is non-reversionary, meaning none of the Settlement Fund shall revert to Defendant if an Order Granting Final Approval is entered by the Court in the Litigation.

5.1.1.2. Any and all of Plaintiffs' attorneys' fees, litigation or court costs, settlement administration costs, and individual damages payments shall be made from the Settlement Fund. No additional payment or amount of any kind shall be due or owed by Defendant or the Released Parties as part of this Settlement or the resolution of this Action.

5.1.1.3. By no later than thirty (30) calendar days after the Final Approval, Defendant shall deposit the Settlement Fund into an interest-bearing qualified settlement fund ("QSF") established by the Settlement Administrator. The Settlement Administrator will act as escrow agent and will have the authority to release the Settlement Fund from escrow for purposes of administering the Settlement reflected in, and per the terms of, this Agreement immediately following the Effective Date. The Settlement Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including the preparation and filing of any needed tax returns.

5.1.1.4. Contingency fund. The Settlement Administrator shall set aside

\$100,000 U.S. Dollars of the QSF to cover any correctable errors or omissions and satisfy any claim for relief allowed pursuant to Fed. R. Civ. P. 60(b)(1) or 60(d). Any amount remaining 180 calendar days after the Effective Date will be redistributed pro rata among the Class Members who have timely accepted payment or, if the amount remaining is small enough that a redistribution is not sensible in the discretion of Class Counsel, the unclaimed will be donated to the Cy Pres Awardee under the *cy pres* doctrine.

5.1.1.5 Tax Treatment of Settlement Fund.

5.1.1.5.1. The Settlement Fund shall be treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 5.1.1.2, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the sole responsibility of the Settlement Administrator to timely and properly prepare and deliver any necessary documentation or returns under applicable regulations.

6. ADMINISTRATION

6.1. All fees and expenses of administration of the Settlement incurred by the Settlement Administrator shall be paid out of the Settlement Fund upon approval by the Court.

7. APPROVAL AND NOTICE

7.1. Preliminary Approval. By March 24, 2025, Plaintiffs shall submit to the Court a motion seeking (a) certification, for settlement purposes only, of the Settlement Class as defined in Section 4.1; (b) approval of the form of Notice requested in the motion; (c) approval of the Notice Plan described in the motion and outlined in Section 7.2 *infra*; (d) appointment of Class Counsel and (e) preliminary approval of the Settlement.

7.2. Notice Plan. Plaintiffs will prepare a list of Class Members, including contact information for Class Members, in advance of the filing of the motion for preliminary approval, and Plaintiffs will provide the class list to the Settlement Administrator within five calendar days of the Order Granting Preliminary Approval. Notice of the Settlement shall be given as soon as practicable after entry of the Order Granting Preliminary Approval in accordance with the timeline established by the Order Granting Preliminary approval. The Settlement Administrator will e-mail a Court-approved notice to each Class Member for which an e-mail address is available. A Court-approved short-form Postcard Notice shall also be provided by the Settlement Administrator to the Settlement Class by first-class U.S. mail where available and by publication elsewhere. Defendant shall take all necessary steps to comply with 28 U.S.C. § 1715(b).

7.3. The Settlement Administrator shall provide to Defendant’s Counsel and Class Counsel on a weekly basis a status report informing them of the number of Notices sent via e-mail, the number of Postcard Notices sent via physical mail, the number of Notices and Postcard Notices returned as undeliverable, the number of re-mailings, and the number of

timely and valid requests for opt-outs and notices of objections received.

7.4. Objections to Settlement. Any Class Member who has not opted out of the Settlement and who wishes to object to the Settlement or an award of fees, costs, or expenses to Class Counsel must file with the Clerk of the Court, with service on all Parties in accordance with Fed. R. Civ. P. 5 and E.D. Cal. Local Rules 133–135, a written and signed statement, designated “Objection.” Service on the Court and all Parties must be completed by the date for doing so designated in the Notice.

7.4.1. All Objections must certify in accordance with 28 U.S.C. § 1746, under penalty of perjury, that the filer has been legally authorized to object on behalf of the Class Member and provide an affidavit or other proof of the Class Member’s standing; must provide the name, address, telephone and facsimile number, and e-mail address (if available) of the filer and the Class Member; the name, address, telephone and facsimile number, and e-mail address (if available) of any counsel representing the Class Member; must state all objections asserted by the Class Member and the specific reason(s) for each objection, and include all legal support and evidence the Class Member wishes to bring to the Court’s attention; must indicate if the Class Member wishes to appear at the Final Fairness Hearing; and, identify all witnesses the Class Member may call to testify.

7.4.2. Class Members may object either on their own or through any attorney hired at their own expense. If a Class Member is represented by counsel, the attorney must: file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve all Parties in accordance with Fed. R. Civ. P. 5 and E.D. Cal. Local Rules 133–135 within the same time period.

7.4.3. Any Class Member who fully complies with the provisions of Sections 7.4 through 7.4.2 may, in the Court’s discretion, appear at the Final Fairness Hearing to object to the Settlement or the award of fees, costs, and expenses to Class Counsel. Any Class Member who fails to comply with the provisions of Sections 7.4 through 7.4.2 shall waive and forfeit any and all rights and objections the Class Member may have asserted in this action, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments with respect to the Settlement.

7.4.4. Neither the Parties nor their respective counsel will seek, solicit, or otherwise encourage directly or indirectly any Class Member to object to the Settlement or appeal from the Order Granting Final Approval.

7.5. Opt-outs. Any Class Member who wishes to opt out of the Settlement must file with the Settlement Administrator (via U.S. mail), with service on all Parties in accordance with Fed. R. Civ. P. 5 and E.D. Cal. Local Rules 133–135, a written and signed statement, entitled “Request for Exclusion.” Service on the Settlement Administrator and all Parties must be completed by the date designated for that purpose in the Notice.

7.5.1. The Request for Exclusion must (1) provide the Class Member’s name, address, telephone number, and e-mail address (if available) (2) indicate that the Class Member does not wish to participate in or be bound by the Settlement, (3) be signed individually by the Class Member, (4) identify the schools and approximate dates the Class Member

served as a volunteer coach, and (5) be postmarked no later than the date designated for such purpose in the Notice. No Request for Exclusion may be made on behalf of a group.

7.5.2. Neither the Parties, nor their respective counsel will seek, solicit, or otherwise encourage anyone to exclude themselves from the Settlement.

7.6. Termination. Defendant may terminate this Agreement prior to Final Approval if, based upon application of the Parties' agreed method for calculating gross possible damages (*see infra* section 8.4.2), either (a) more than ■ of Class Members opt out of the Settlement Class or (b) gross possible damages for timely opt-out Class Members are more than ■ of the Settlement Fund. To illustrate with an example, if Coach A had \$100,000 gross possible damages under the theory set forth in the Declaration of Daniel A. Rascher in Support of Motion for Class Certification, ECF No. 63-60, before the gross possible damages were scaled to be a proportionate share of the Settlement Fund (i.e., reduced to \$91,520) and before attorneys' fees and costs were deducted, and Coach A opted out, this would amount to \$100,000 towards the calculation of ■ of the Settlement Fund for Section 7.6(b).

7.6.1. Provided that Plaintiffs or the Settlement Administrator notify Defendants of any opt outs from the Settlement within one week of receiving notice that any Class Member has opted out, Defendant's right of termination is waived unless Defendant executes this termination right by notice in writing to the Plaintiffs served within ten (10) Business Days of the date on which Defendant and Defendant's Counsel are notified in writing by the Settlement Administrator that the termination conditions have been met, or the Parties mutually agree to extend this time.

7.6.2. Upon Defendant's timely exercise of its right of termination, the Parties shall work in good faith to try to negotiate a new settlement that takes into account the opt-out rate.

7.6.3. If the parties are unable to reach a new settlement, the Settlement Administrator shall, within seven (7) calendar days of receiving written request from Defendant, repay to Defendant the Settlement Fund (including interest accrued thereon) less the sum of the notice, administrative, and any other Court-approved costs of notice actually paid or due and payable from the Settlement Fund as of the date on which notice is received (the "Termination Refund") and this Agreement shall thereupon terminate. In the event of such a termination, no class will be deemed certified as a result of this Agreement, and the Litigation for all purposes will revert to its status as of January 31, 2025. In such event, Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims.

7.6.4. The Parties agree that, if there is a termination pursuant to this provision, then the fact and amount of the settlement and the terms of this Agreement shall not be used or admitted into evidence in the Litigation or any subsequent litigation absent

a court order requiring disclosure.

- 7.6. Entry of Order of Final Approval.** At the time the Court considers the Order Granting Preliminary Approval, the Parties will request that the Court set the Final Fairness Hearing to take place approximately one hundred and ten (110) calendar days after Notice is mailed pursuant to Section 7.2 above. At the Final Fairness Hearing, the Parties will request that the Court, among other things: (a) enter an Order Granting Final Approval in accordance with this Agreement; (b) certify the Settlement Class; (c) approve the Settlement Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter a Final Judgment; and (e) permanently enjoin any Class Member who has not opted out from bringing any Plaintiff Released Claims in any court. In addition, prior to the Final Fairness Hearing, Class Counsel shall petition the Court for an award of attorneys' fees in an amount not to exceed 33 ⅓ % of the gross amount awarded to the Settlement Class plus costs and expenses to be paid out of the Settlement Fund. Class Counsel shall also petition the Court for named Plaintiffs (Taylor Smart and Michael Hacker) to each receive a reasonable service award not to exceed \$7,500.00 to be paid out of the Settlement Fund.
- 7.7.** Class Counsel shall be responsible for drafting the application for attorneys' fees, costs, expenses, and for service awards at least fourteen (14) calendar days before the notice period expires (i.e., the deadline for Class members to object or to exclude themselves).
- 7.8. Effect of Failure of Approval.** In the event the Court fails to enter an Order Granting Final Approval in accordance with the terms of this Agreement, the Parties shall proceed as follows:
- 7.8.1.** If the Court declines to enter the Order Granting Final Approval as provided for in this Agreement, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such denial, or if they are unable to remedy those issues, to consider seeking appellate review of the order denying the motion or Court approval of a renegotiated settlement without any change to the Settlement Fund. Litigation will resume unless within thirty (30) calendar days the Parties mutually agree in writing to do one of the following: (a) seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval; or (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement.
- 7.8.2.** In the event the Litigation resumes or the Parties seek reconsideration and/or appellate review of the decision denying entry of the Order Granting Final Approval and such reconsideration and/or appellate review is denied, the Settlement Administrator shall, within seven (7) calendar days of receiving written notice of the resumption of the Litigation or the denial of reconsideration or appellate review, repay to Defendant the Termination Refund and this Agreement shall thereupon terminate.
- 7.8.3.** If, for any reason, the Settlement is not approved by the Court or does not become subject to Final Approval, then no class will be deemed certified as a result of this Agreement, and the Litigation for all purposes will revert to its status as of January 31, 2025. The Parties agree that, if the Settlement is not approved, then the fact and amount of the settlement and the terms of this Agreement shall not be used or admitted into evidence in the Litigation or any subsequent litigation absent a court

order requiring disclosure. In such event, Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement is not approved by the Court or does not become subject to Final Approval, then the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims. Plaintiffs will thereafter be entitled to finish briefing on their motion for class certification and other associated briefs that had otherwise been due on January 31, 2025.

7.8.4. It shall not be deemed a failure to enter the Order Granting Final Approval for the Court to deny, all or in part, the attorneys' fees and cost award requested by Class Counsel. In such case, this Agreement shall be deemed valid and enforceable, notwithstanding the Court's order awarding less than the requested amount of attorneys' fees and costs. However, Class Counsel shall retain all rights of appellate review to such an order without affecting the finality of any award to the Settlement Class.

7.9. Effect of Failure of Order Granting Final Approval to Become a Final Judgment. In the event the Order Granting Final Approval does not become a Final Judgment because an appeal is taken of the Order Granting Final Approval, the Parties shall proceed as follows:

7.9.1. If the Order Granting Final Approval is reversed by the appellate court, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such a reversal, or if they are unable to remedy those issues, to consider seeking further appellate review of the order denying the motion or Court approval of a renegotiated settlement without any change to the Settlement Fund. Otherwise, the Litigation will resume unless within thirty (30) calendar days of the appellate court ruling the Parties mutually agree in writing to do one of the following: (a) seek further reconsideration or appellate review of the appellate decision reversing the Order Granting Final Approval; or (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement.

7.9.2. In the event the Litigation resumes or the Parties seek further reconsideration and/or appellate review of the appellate decision reversing the Order Granting Final Approval and such further reconsideration and/or appellate review is denied, the Settlement Administrator shall, within seven (7) calendar days of receiving written notice of the resumption of the Litigation or the denial of further reconsideration or appellate review, repay to Defendant the Termination Refund, and this Agreement shall thereupon terminate.

7.9.3. If, for any reason, the Settlement does not become subject to Final Judgment, then no class will be deemed certified as a result of this Agreement, and the Litigation for all purposes will revert to its status as of January 31, 2025. In such event, Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement does not become subject to Final Judgment, then the participation in the Settlement by any Plaintiff or Class Member cannot be raised as a defense to their claims. Plaintiffs will thereafter be entitled to finish briefing on their motion

for class certification and other associated briefs that had otherwise been due on January 31, 2025.

8. DISTRIBUTIONS

8.1. Notice and Administration. All costs of notice and administration of the Settlement shall be paid from the Settlement Fund subject to and in accordance with the provisions of Section 6.1. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

8.2. Attorneys' Fees and Costs

8.2.1. Any award of attorneys' fees, expenses, or costs under the Order Granting Final Approval or such other order of the Court, shall be paid from the Settlement Fund by the Settlement Administrator to Class Counsel, upon production to the Settlement Administrator of a copy of the Order, fourteen (14) calendar days after the Effective Date.

8.3. Service Awards. Any service awards granted by the Court in the Order Granting Final Approval or such other order of the Court, shall be paid from the Settlement Fund by the Settlement Administrator at the same time and in the same fashion as the Class Member payments.

8.4. Class Member Payments

8.4.1. The deduction of the amounts in Section 8.1, 8.2, and 8.3 from the Settlement Fund, plus the deduction of the reserve set aside for the Contingency Fund, will result in a Net Settlement Amount. Any Class Member who fails to submit a timely and valid Request for Exclusion shall receive the payment due to them from the Net Settlement Fund within thirty (30) calendar days from the Effective Date so long as required W-9 information is provided.

8.4.2. A Class Member's proportionate share of the Net Settlement Fund will be determined by the Settlement Administrator, with assistance from consultants chosen by Class Counsel, pursuant to the following formula:

- Records produced or obtained during the Litigation, along with public records, will be used to ascertain the years worked by the Class Member as a volunteer coach within the relevant period of the Litigation;
- A Class Member's gross possible damages will be determined in accordance with the method described by Plaintiffs' expert, Dr. Daniel Rascher, in the Declaration of Daniel A. Rascher in Support of Motion for Class Certification, ECF No. 63-60, but in no event will any Class Member be credited with less than \$5,000.00 in gross possible damages per full academic year worked within the relevant period;
- Each Class Member's proportional share of the Net Settlement Fund

will be determined by dividing the individual Class Member's gross possible damages by the aggregate total of all Class Members' gross possible damages by the calculated according to that method.

- 8.4.3.** The Settlement Administrator shall electronically transfer or physically mail all class member payments within thirty (30) calendar days after the Effective Date, or as soon as reasonably practicable. The Settling Parties agree that Settlement Class Members who have not properly opted out of the settlement will, by negotiating or otherwise accepting these payments to them, be deemed to have opted into the Litigation, to the extent necessary to effectuate the release of claims under the FLSA contained herein. The Settlement Administrator shall then provide written certification of the electronic transfer or physical mailing of checks to Class Counsel and Defendant's Counsel. Class Members will have one hundred and twenty (120) calendar days to cash any physical checks, and the Settlement Administrator will send a reminder to Class Members who have not cashed their checks thirty (30) calendar days before the check is scheduled to expire. Following the period of 120 calendar days after issuance of a Class Member's check, the Class Member will have thirty (30) calendar days to request a re-issuance of a check. Any checks not cashed within 120 calendar days may be automatically canceled, and if the Class Member does not seek a re-issue within 30 calendar days, the Class Member's right to recover a payment under the Settlement Agreement will be deemed void and of no further force and effect.
- 8.4.4.** If at the conclusion of the 30-day period for check re-issuances any funds remain from checks that are returned as undeliverable or not negotiated, these funds will be redistributed among Class Members who have timely cashed their checks pro rata, or if, in the sole discretion of Class Counsel, the amount remaining is too small to justify the expense of a redistribution, the unclaimed funds will be donated to the Cy Pres Awardee under the *cy pres* doctrine.
- 8.4.5.** No person shall have any claim against Defendant, Plaintiffs, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Agreement.

9. RELEASE AND COVENANT NOT TO SUE

- 9.1.** Upon entry of the Final Judgment, Plaintiffs and all Class Members who have not opted out of the Settlement (i) release the Released Parties from all Plaintiff Released Claims, and (ii) covenant not to sue the Released Parties based on any Plaintiff Released Claims.
- 9.2.** Upon entry of the Final Judgment, the Defendant (i) releases the Plaintiffs from all Defendant Released Claims, and (ii) covenant not to sue the Plaintiffs based on any Defendant Released Claims.
- 9.3.** In accordance with the foregoing release and covenant not to sue, all pending litigation brought by or on behalf of a Class Member involving Plaintiff Released Claims, including the Litigation, shall be dismissed with prejudice, with each party bearing their own fees, costs, and expenses within 30 calendar days of the Effective

Date.

9.4. Waiver of Statutory Provisions. On the Effective Date, Plaintiffs and all Class Members who have not opted out of the Settlement shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Litigation and limited to the scope of the Plaintiff Released Claims, expressly waived the benefits of any statutory provisions or common law rule that provides, in substance or effect, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, Plaintiffs and all Class Members who have not opted out of the Settlement waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine in California or any other state), and do so understanding the significance of that waiver. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and all Class Members who have not opted out of the Settlement may hereafter discover facts in addition to or different from those which he or she or they now know or believe to be true with respect to the subject matter of the Released Claims, but the Plaintiffs and all Class Members who have not opted out of the Settlement, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Plaintiff Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The named Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part. The Settling Parties agree that this release of unknown claims extends only to claims that meet the definition of Plaintiff Released Claims and does not extend to claims that do not meet that definition, such as, for example, claims for workplace harassment or physical injury.

10. MISCELLANEOUS PROVISIONS

10.1. No Admission of Liability. Defendant expressly denies any liability or wrongdoing, and nothing in this Agreement or the subsequent Final Judgment constitutes an admission by Defendant or finding of liability by the Court regarding any claim or defense.

10.2. Conditional Pending Final Approval. This Agreement is made for the sole purpose of attempting to consummate settlement of the Litigation on a class basis. This Stipulation and the settlement it evidences is made in compromise of disputed

claims. Because this Stipulation would settle the Litigation as a class action, this settlement must receive preliminary and final approval from the Court. Accordingly, the Settling Parties enter into this Agreement and associated settlement on a conditional basis that the Court enter a Final Approval Order of the settlement. In the event that the Court does not execute and file a Final Approval Order as discussed above, or in the event that the associated Judgment for the Settlement Class does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever except as needed during appellate proceedings related to approval of this Agreement or absent a court order; and the negotiation, terms, and entry of the Stipulation shall remain subject to the provisions of Federal Rule of Evidence 408 and related settlement privileges, except that the documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record.

10.3. No Waiver of Right to Challenge. Defendant denies all of the allegations and claims, including as to liability, damages, fees, and all other forms of relief asserted in the Litigation. Defendant has agreed to resolve the Litigation via this Agreement, but to the extent this Agreement is disapproved by the Court, deemed void, or does not otherwise take effect, the Parties do not waive, but rather expressly reserve, all rights to challenge or prosecute all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to proceed with or challenge class and/or representative action treatment on any grounds or assert any and all defenses or privileges. The Parties and their counsel of record agree that the Parties retain and reserve these rights, and agree not to take positions to the contrary; specifically, the Parties and their counsel of record agree not to argue or present any argument, and hereby waive any argument, that this Agreement estops or otherwise precludes a Party from proceeding with or contesting class and/or representative treatment on any grounds if this Litigation were to proceed.

10.4. Continuing Jurisdiction. The United States District Court for the Eastern District of California shall have and retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Agreement.

10.5. Cooperation Between the Parties. The Parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all of its terms. Defendant shall provide all information reasonably available to Defendant and reasonably necessary to assist Plaintiffs in the filing of any brief supporting approval of the Settlement. Defendant will reasonably cooperate with Plaintiffs to try to help identify remaining class members that have not yet been identified by Plaintiffs from school document productions and public sources. However, nothing in this Agreement shall require Defendant to obtain or provide information that is in the possession, custody and control of one of its members. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel agree to recommend approval of and to support this Settlement Agreement to the Court and to use all reasonable efforts to give force and effect to its terms and conditions. Neither Plaintiffs, Class Counsel, Defendant, nor Defendant's Counsel shall in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Class Member to elect to opt out.

10.6. Good Faith Pleadings. The Parties agree not to assert in any forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis, or that any Party or its counsel committed any violation of any provision of the Federal Rules of Civil Procedure or any law or ethical rule relating to the prosecution or defense of the Lawsuit.

10.7. Investigation; Advice of Counsel; Authority

10.7.1. Plaintiffs, as well as their counsel signing this Agreement, represent, warrant, and agree that Plaintiffs: (i) have made such investigation of the facts pertaining to this Settlement and this Agreement and of all the matters pertaining thereto as they deem necessary; (ii) have had the opportunity to have counsel of their choosing review this Agreement; (iii) have read this Agreement, understand its contents, and have executed it voluntarily and without duress or undue influence from any person or entity; (iv) have duly and validly authorized the execution and delivery of this Agreement by their counsel; and (v) have full power and authority to enter into and perform all actions or transactions contemplated by this Agreement. Without limiting the generality of the foregoing in any way, Plaintiffs represent and warrant that they (i) are the sole legal owners of, and have full right, title and interest in, the claims asserted in the Lawsuit; (ii) prior to the Execution Date, they have not assigned and will not assign to any third party their right, title, and interest in any of the Plaintiff Released Claims; and (iii) they have full right, power, and legal authority to release, relinquish, settle, and discharge the Plaintiff Released Claims (including without limitation the claims they asserted in the Lawsuit) on behalf of Plaintiffs.

10.7.2. Defendant, as well as its counsel signing this Agreement, represent, warrant, and agree that Defendant: (i) has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as it deems necessary; (ii) has had the opportunity to have counsel of its choosing review this Agreement; (iii) has read this Agreement, understands its contents, and has executed it voluntarily and without duress or undue influence from any person or entity; (iv) has duly and validly authorized the execution and delivery of this Agreement by its counsel; and (v) has full power and authority to enter into and perform all actions or transactions contemplated by this Agreement. Without limiting the generality of the foregoing in any way, Defendant represents and warrants that it has the full right, power, and legal authority to release Defendant Released Claims.

10.8. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and supersedes any prior or contemporaneous discussion or agreements thereon. The Parties acknowledge and agree that: (i) no promises, representations, or agreements have been made in connection with this Agreement other than those set forth herein; and (ii) in deciding to enter this Agreement, they have not relied on any promise, statement, or representation of fact or law except for those that are expressly stated in this Agreement.

10.9. Modification of Agreement. No waiver, modification, or amendment of the terms of this Agreement, made before or after Final Approval, shall be valid or binding

unless in writing, signed by Plaintiffs and by duly authorized signatories of Defendant, and then only to the extent set forth in such written waiver, modification, or amendment, and subject to any required Court approval.

- 10.10. Construction of Agreement.** The terms, provisions, and conditions of this Agreement are the result of negotiations in good faith and at arm's length between Plaintiffs and Defendant. Plaintiffs and Defendant have all been represented by legal counsel of their own choosing and have contributed substantially and materially to the preparation of this Agreement. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of the Agreement. Any captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 10.11. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class, and their respective heirs, successors, and assigns. This Agreement shall inure to the benefit of Defendant's members. The individual signing this Agreement on behalf of Defendant hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of Defendant, on whose behalf he has executed this Agreement, as well as the power and authority to bind Defendant to this Agreement. Likewise, Plaintiffs and Class Counsel executing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of Plaintiffs and the Settlement Class, and to bind Plaintiffs and the Settlement Class subject to Court approval.
- 10.12. Waiver.** Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 10.13. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its execution by Defendant, Class Counsel, and Plaintiffs. The Parties may execute this Agreement in counterparts and execution in one or more counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 10.14. Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 10.15. Electronic and Counterpart Signatures.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Signatures by electronic means shall be deemed to constitute original signatures. Each person executing the Agreement on behalf of a Party hereby represents and warrants that he or she is duly authorized to do so and that his or her signature to the Agreement binds the Party for

which the signature is provided to all the terms of the Agreement.

10.16. Exhibits. Any exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of any exhibits are expressly made a part of this Agreement.

10.17. Notices to Parties. All notices, requests, demands, or other communications required or contemplated hereunder or relating hereto shall be in writing and forwarded by registered or certified mail, postage prepaid, return receipt requested, and overnight delivery with a copy by e-mail, and addressed as follows:

If to Plaintiffs:

Garrett R. Broshuis, Esq.
Steven M. Berezney, Esq.
Korein Tillery LLC
505 North 7th Street, Suite 3600
St. Louis, MO 63101
gbroshuis@koreintillery.com
sberezney@koreintillery.com

If to Defendant:

Scott Bearby
Senior Vice President and General Counsel
National Collegiate Athletic Association
Sbearby@ncaa.org

-and-

Carolyn Hoecker Luedtke
Justin P. Raphael
Megan McCreadie
Munger Tolles & Olson LLP
560 Mission Street, 27th Floor
San Francisco, CA 94105
Carolyn.Luedtke@mto.com
Justin.Raphael@mto.com

10.18. Governing Law. This Agreement, and all claims, causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreements or as an inducement to enter into this Agreement) shall be construed in accordance with and governed by the laws of the State of California, including its statutes of limitations, without regard to that State's conflicts of laws principles. The Parties expressly submit to the exclusive jurisdiction of the United States District Court for the Eastern District of California for all purposes related to this Agreement, and agree that any order, process, notice of motion, or other application to or by such court or a judge thereof

may be served within or without such court's jurisdiction by overnight delivery or by hand, with copies thereof sent by e-mail, to the address specified in Section 10.15, Notices to Parties.

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as follows:

Dated: 3/24/25



Garrett R. Broshuis, Korein Tillery, LLC
On behalf of the Class

Dated: _____

Taylor Smart

Dated: _____

Michael Hacker

Dated: _____

By: Charles Baker
On behalf of Defendant NCAA

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as follows:

Dated: _____

Garrett R. Broshuis, Korein Tillery, LLC
On behalf of the Class

Dated: 03/24/2025

Taylor Smart

Taylor Smart

Dated: _____

Michael Hacker

Dated: _____

By: Charles Baker
On behalf of Defendant NCAA

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as follows:

Dated: _____

Garrett R. Broshuis, Korein Tillery, LLC
On behalf of the Class

Dated: _____

Taylor Smart

Dated: 03/24/2025



Michael Hacker

Dated: _____

By: Charles Baker
On behalf of Defendant NCAA

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as follows:

Dated: _____

Garrett R. Broshuis, Korein Tillery, LLC
On behalf of the Class


Dated: _____

Taylor Smart

Dated: _____

Michael Hacker

Dated: 03/24/2025



By: Charles Baker
On behalf of Defendant NCAA