

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

IN RE: NATIONAL COLLEGIATE ATHLETIC  
ASSOCIATION ATHLETIC GRANT-IN-AID CAP  
ANTITRUST LITIGATION

No. 14-md-02541 CW

PERMANENT  
INJUNCTION

- The Court, having considered the evidence presented at the bench trial in this matter and consistent with its findings of fact and conclusions of law, hereby orders as follows:
1. Defendant National Collegiate Athletic Association, and its officers, agents, servants, employees, and any person in active concert or participation with them, including its member schools and conferences, who receive actual notice of this Order by personal service or otherwise (hereinafter, the NCAA), are hereby permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education that may be made available from conferences or schools to Division I women's and men's basketball and FBS football student-athletes on top of a grant-in-aid.
  2. The compensation and benefits related to education provided on top of a grant-in-aid that the NCAA may not agree to fix or limit pursuant to paragraph 1 of this Order are the

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-

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.

16  
17 IT IS SO ORDERED.

18  
19 Dated: March 8, 2019



CLAUDIA WILKEN  
United States District Judge