



1 this exhibit, which pertain to Lattin's experience as a student-  
2 athlete, may be admitted: 1, 4, 73, 76, and 229.

3 C. TX 2102

4 GRANTED. This exhibit contains a 1994 broadcasting rights  
5 agreement between the Southeastern Conference (SEC) and ESPN.  
6 Plaintiffs' primary objection to this exhibit is that the NCAA  
7 moved to admit it too late for them to question Greg Sankey, an  
8 SEC executive, about its content during trial. Because the  
9 agreement is a legal document that speaks for itself, however, it  
10 is unlikely that Sankey could have offered any relevant testimony  
11 regarding its content. Furthermore, the agreement appears to have  
12 been drafted several years before Sankey joined the SEC. For  
13 these reasons, Plaintiffs' inability to question Sankey about the  
14 agreement does not justify its exclusion.

15 D. TX 2110

16 GRANTED. This exhibit contains a 1999 broadcasting rights  
17 agreement between the SEC and ESPN, Inc. Plaintiffs object to the  
18 admission of the document on the grounds that it does not  
19 represent the complete agreement between the SEC and ESPN. The  
20 first page of the document, however, expressly states that it is a  
21 "legally-binding contract" and that it will "constitute [the  
22 parties'] agreement" until they enter into a long-form contract.  
23 Plaintiffs' objection to this exhibit is therefore overruled.  
24 Plaintiffs may submit evidence, if they have any, to show that the  
25 SEC and ESPN subsequently entered into a long-form agreement with  
26 materially different terms than the agreement contained in this  
27 exhibit.

28

1 E. TX 2117

2 GRANTED. This exhibit contains a 2000 broadcasting rights  
3 agreement between the Big 12 Conference, ABC Sports, Inc., ESPN  
4 Regional Sports, Inc. (ERT), and ESPN. As with Exhibit TX 2110,  
5 Plaintiffs object to this agreement on the grounds that it does  
6 not represent the complete agreement between the Big 12, ERT, and  
7 ESPN. Once again, however, the terms of the agreement itself make  
8 clear that the agreement is a legally binding contract;  
9 accordingly, Plaintiffs' objection is overruled. Plaintiffs may  
10 submit evidence, if they have any, to show that the Big 12, ERT,  
11 and ESPN subsequently entered into a long-form agreement with  
12 materially different terms than the agreement contained in this  
13 exhibit.

14 F. TX 2119

15 DENIED. This exhibit contains a heavily redacted copy of a  
16 2000 broadcasting rights agreement between the Atlantic Coast  
17 Conference, Raycom Sports, Inc., and Jefferson-Pilot Sports, Inc.  
18 Plaintiffs represent that they have not been given access to the  
19 original, unredacted version of this agreement. Thus, because  
20 Plaintiffs have not had an opportunity to view the redacted  
21 portions of the agreement, this exhibit may not be admitted to  
22 show that this agreement lacks provisions pertaining to the name,  
23 image, and likeness rights of student-athletes.

24 G. TX 2141

25 GRANTED. Plaintiffs have not identified any specific  
26 objections to this exhibit.

1 H. TX 2147

2 GRANTED. Plaintiffs have not identified any specific  
3 objections to this exhibit.

4 I. TX 2179

5 GRANTED. This exhibit contains two broadcasting rights  
6 agreements between the University of Notre Dame and NBC Sports,  
7 Inc. As with Exhibits TX 2110 and TX 2117, Plaintiffs object to  
8 these agreements on the grounds that they are incomplete. Because  
9 both agreements are legally binding, however, Plaintiffs'  
10 objection is overruled. Plaintiffs may submit evidence, if they  
11 have any, to show that Notre Dame and NBC subsequently entered  
12 into long-form agreements with materially different terms than the  
13 agreements contained in this exhibit.

14 J. TX 3086

15 DENIED. This exhibit contains a heavily redacted copy of a  
16 2007 broadcasting rights agreement between several conferences,  
17 universities, bowl committees, and Fox Sports Productions, Inc.  
18 Plaintiffs represent that they lack access to the redacted  
19 portions of this exhibit. Accordingly, as with Exhibit TX 2119,  
20 this exhibit may not be admitted to show that this agreement lacks  
21 provisions pertaining to the name, image, and likeness rights of  
22 student-athletes.

23 II. Plaintiffs' Exhibits

24 A. PX 2628

25 GRANTED. This exhibit contains a University of Illinois  
26 student-athlete release form. Plaintiffs have not presented  
27 sufficient evidence to establish a nexus between this document and  
28 the NCAA, as required by this Court's May 30, 2014 order on the

1 motions in limine. Nevertheless, the exhibit may be admitted for  
2 the limited purpose of rebutting Dr. Stiroh's testimony.

3 B. PX 2623

4 GRANTED. This exhibit contains a chart that purports to show  
5 the distribution of live and rebroadcasted football and basketball  
6 games shown on television between 2005 and 2013. The NCAA objects  
7 to the admission of this chart on the grounds that the underlying  
8 data on which it is based is inadmissible. This objection is  
9 overruled. The NCAA was offered the opportunity to cross-examine  
10 Plaintiffs' expert about this exhibit at trial but chose not to do  
11 so. Docket No. 272, Trial Tr. 3249:9-3250:20. The NCAA also  
12 declined the opportunity to challenge the accuracy of the  
13 underlying data by presenting its own contrary evidence after  
14 trial. See id. Accordingly, the chart may be admitted as a  
15 summary exhibit pursuant to Federal Rule of Evidence 1006.

16 C. PX 2021

17 GRANTED in part. This exhibit contains an e-mail exchange  
18 between various Electronic Arts Inc. (EA) employees and NCAA  
19 representatives. The e-mails sent by EA employees are not  
20 admissible as statements of a party opponent because they are  
21 being introduced against the NCAA -- not EA -- and Plaintiffs have  
22 not shown that they were made in furtherance of the alleged  
23 conspiracy between EA and the NCAA. The e-mails sent by NCAA  
24 representatives, in contrast, may be admitted as statements of a  
25 party opponent. Fed. R. Evid. 801(d)(2).

26 D. PX 2645

27 GRANTED. The NCAA does not object to the admission of this  
28 exhibit.

1 E. PX 2661

2 GRANTED in part. This exhibit contains an excerpt from Dr.  
3 Rubinfeld's September 2013 expert report. This excerpt of the  
4 report is admissible; however, the portions of Dr. Rubinfeld's  
5 report that merely quote from the 2001 Knight Commission report  
6 constitute hearsay within hearsay and may not be admitted for the  
7 truth of the matter asserted therein. Consistent with the Court's  
8 prior orders, statements of third-party groups such as the Knight  
9 Commission may be considered to show how the parties' expert  
10 witnesses formed their opinions but, barring some other exception  
11 to the hearsay rule, may not be admitted for their truth.

12 F. PX 2662

13 DENIED. This exhibit contains over forty pages of raw data  
14 concerning graduation rates at various Conference USA schools.  
15 The introduction of such a large volume of raw data without  
16 accompanying witness testimony does not serve a useful purpose.  
17 Accordingly, this exhibit may not be admitted.

18 CONCLUSION

19 Plaintiffs and the NCAA's motions to admit exhibits (Docket  
20 Nos. 255, 256) are resolved as set forth above. Within three days  
21 of this order, the parties shall submit a final joint exhibit  
22 list. In addition, the parties shall submit a flash drive  
23 containing electronic versions of every exhibit admitted during or  
24 after trial, with appropriate redactions. The parties shall check  
25 the contents of this flash drive against the physical exhibits in

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1 the custody of the Clerk to ensure that the admitted exhibits --  
2 or portions of exhibits -- are included in both.

3 IT IS SO ORDERED.

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5 Dated: 7/8/2014

  
6 CLAUDIA WILKEN  
7 United States District Judge  
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