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5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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8 EDWARD O'BANNON, et al.

No. C 09-3329 CW

9 Plaintiffs,

10 v.

ORDER ON NCAA'S
MOTION FOR
CLARIFICATION

11 NATIONAL COLLEGIATE ATHLETIC
12 ASSOCIATION; ELECTRONIC ARTS
13 INC.; and COLLEGIATE LICENSING
COMPANY,

14 Defendants.
_____ /

15
16 Defendant National Collegiate Athletic Association (NCAA),
17 joined by Plaintiffs, asks the Court to clarify its May 20, 2016
18 Order Granting in Part Defendants' Motion for Stay Without Bond,
19 as to when a portion of the fees and costs awarded would be paid.
20 The Court intended that a portion of the fees and costs be paid if
21 the determination of antitrust liability becomes final, either by
22 denial of certiorari or by Supreme Court affirmance. The Court
23 amends the order to so clarify.

24 The NCAA also seeks clarification of the Court's statement
25 that the \$9,088,526.38 in fees and costs to be paid in that
26 instance is undisputed. The Court understands that the NCAA now
27 disputes liability for any fees and costs, even if its antitrust
28 liability stands. However, \$9,088,526.38 is the amount to which

1 the NCAA originally asked that Plaintiffs' fees and costs be
2 reduced. If the finding of antitrust liability remains,
3 regardless of the ultimate remedy, it is likely that at least that
4 amount will be upheld as reasonable.

5 The NCAA suggests that it is an abuse of the Court's
6 discretion under Federal Rule of Civil Procedure 62(d) to require
7 payment of any portion of the judgment while the appeal is
8 pending. However, Federal Rule of Civil Procedure 62(d) simply
9 provides a party against whom a judgment has been entered the
10 option of posting a supersedeas bond in lieu of paying an entire
11 judgment while an appeal is pending. The NCAA still maintains
12 both of those options in this case. In response to the NCAA's
13 motion for stay without bond, the Court allowed a third option of
14 a partial stay of the judgment without bond.

15 The NCAA expresses concern regarding its ability to recover
16 any amount paid should the ultimate award of fees and costs be
17 less than \$9,088,526.38. The Court intended that, should the
18 amount become payable, it be paid to lead class counsel, Hausfeld
19 LLP. The Court further clarifies that, in the event that the
20 \$9,088,526.38 is paid and is later determined to be an
21 overpayment, Hausfeld LLP will be responsible for reimbursing the
22 NCAA, even if the money has been distributed to the various firms
23 representing Plaintiffs.

24 IT IS SO ORDERED.

25
26 Dated: June 17, 2016


27 CLAUDIA WILKEN
28 United States District Judge