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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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SAN JOSE DIVISION

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

Case No. 14-md-02541-CW-NC
Case No. 4:14-cv-02758-CW (NC)

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THIS DOCUMENT RELATES TO:

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ALL ACTIONS

STIPULATION AND ORDER BETWEEN
PLAINTIFFS AND DEFENDANT
NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION CONCERNING
PRODUCTION OF NCAA-CBS/TURNER
CONTRACT EXTENSION

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STIPULATION AND ORDER BETWEEN PLAINTIFFS AND DEFENDANT NCAA
CONCERNING PRODUCTION OF NCAA-CBS/TURNER CONTRACT EXTENSION
CASE NOS. 4:14-md-02541-CW (NC); 4:14-CV-02758-CW (NC)

1 WHEREAS, on November 13, 2014, Plaintiffs in *Jenkins v. NCAA*, Case No. 4:14-cv-
2 02758-CW (“*Jenkins* Plaintiffs”), served document requests on the National Collegiate Athletic
3 Association (the “NCAA”) requesting “all contracts licensing the broadcast or transmission of any
4 Division I men’s basketball or FBS football contests across any medium” (Request for Production
5 No. 21, *Jenkins* Plaintiffs’ First Set of Requests for Production of Documents); and

6 WHEREAS, on December 18, 2014, the NCAA objected to *Jenkins* Plaintiffs’ Request for
7 Production No. 21 (Response to RFP 21, NCAA’s Objections and Responses to *Jenkins* Plaintiffs’
8 First Set of Requests for Production of Documents); and

9 WHEREAS, in February 2015, pursuant to the parties’ stipulation regarding production of
10 documents from certain other cases, the NCAA’s 2010 multimedia contract with CBS and Turner
11 for the rights associated with the NCAA’s Division I Men’s Basketball Championship
12 Tournament—which was produced in the *O’Bannon* litigation subject to the protective order in that
13 case—was reproduced in this litigation as NCAAGIA00807597, subject to the Protective Order
14 (Dkt. Nos. 189 & 234); and

15 WHEREAS, in April 2015, pursuant to the parties’ stipulation regarding production of
16 documents from certain other cases, a version of the NCAA’s 2010 multimedia contract with CBS
17 and Turner that was redacted for trial and maintained under seal at trial in *O’Bannon* was
18 reproduced in this litigation as NCAAGIA02195792, subject to the Protective Order; and

19 WHEREAS, on August 14, 2015 CAC Plaintiffs served document requests on the NCAA
20 requesting “all contracts licensing the broadcast or transmission of any Division I men’s basketball,
21 Division I women’s basketball, or FBS football contests across any medium” (Request for
22 Production No. 43, Plaintiffs’ Third Set of Requests for Production of Documents); and

23 WHEREAS, on September 17, 2015, the NCAA objected to CAC Plaintiffs’ Request for
24 Production No. 43 (Response to RFP 43, NCAA’s Objections and Responses to Plaintiffs’ Third
25 Set of Requests for Production of Documents); and

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1 WHEREAS, on April 15, 2016, *Jenkins* Plaintiffs requested that the NCAA produce its
2 most recent broadcast agreement with CBS and Turner pursuant to *Jenkins* Plaintiffs’ First Set of
3 Requests for Production of Documents; and

4 WHEREAS, on April 25, 2016, CAC Plaintiffs also requested that the NCAA produce its
5 most recent broadcast agreement with CBS and Turner; and

6 WHEREAS, on May 3, 2016, the NCAA responded to the request by stating that the
7 NCAA did not agree that its broadcast contracts are categorically relevant to this litigation, but
8 indicated that it was considering Plaintiffs’ request in conjunction with its broadcast partners, CBS
9 and Turner; and

10 WHEREAS, on June 9, 2016, Plaintiffs requested the NCAA to make a proposal for a
11 method through which it would produce a redacted version of its most recent CBS/Turner
12 broadcast agreement subject to a protocol for litigating suggested redactions; and

13 WHEREAS, on June 28, 2016, the NCAA responded that it and its contractual
14 counterparties, CBS and Turner, are willing to produce the most recent NCAA–CBS/Turner
15 broadcast agreement, subject to adoption of the same redaction protocol agreed to between
16 Plaintiffs and the Southeastern Conference (“SEC”) and reflected in their Stipulation and Order
17 Concerning Partial Resolution of Motion to Compel (Dkt. 388; Dkt. 392); and

18 WHEREAS, on June 29, 2016, Plaintiffs agreed to the NCAA, CBS, and Turner proposal to
19 produce the most recent agreement pursuant to the same redaction protocol stipulated to by
20 Plaintiffs and the SEC; and

21 WHEREAS, the procedures set forth in the numbered paragraphs of this Stipulation below
22 (the “Stipulation”) reflect a redaction protocol identical to that to which Plaintiffs stipulated with
23 the SEC and which was ordered by the Court on May 20, 2016; and

24 WHEREAS, CBS and Turner have agreed to the procedures set forth in this Stipulation, to
25 the extent applicable to or affecting CBS and Turner; and

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1 WHEREAS, the NCAA has not communicated or negotiated on behalf of any other
2 Defendant, and this Stipulation is not binding on and does not affect the rights or position of any
3 other Defendant; and

4 WHEREAS, Plaintiffs and the NCAA ask the Court to approve this Stipulation to facilitate
5 the ongoing process of discovery between Plaintiffs and the NCAA.

6 NOW, therefore, Plaintiffs and the NCAA hereby stipulate as follows:

7 1. Plaintiffs and the NCAA recognize that, once the most recent NCAA–CBS/Turner
8 broadcast agreement has been produced as agreed by the Plaintiffs and the NCAA, disputes may
9 arise concerning whether redactions to that document are appropriate. Conditioned upon approval
10 of this Stipulation by the Court and entry of an amendment to the Protective Order as an Order of
11 the Court in a form reasonably acceptable to the NCAA, CBS, Turner, and Plaintiffs, Plaintiffs and
12 the NCAA agree to resolve any such disputes pursuant to the following procedures, as applicable.

13 2. CBS and Turner have agreed to provide to Plaintiffs, separately, a reasonable
14 identification of the subject matter of each redaction, if not apparent from the face of the redacted
15 document.

16 3. If and to the extent that Plaintiffs take exception to redactions to the most recent
17 NCAA–CBS/Turner broadcast agreement, Plaintiffs will provide written notice to CBS, Turner and
18 the NCAA, and simultaneously provide a complete list of the redactions to which they take
19 exception for discussion with CBS, Turner and the NCAA. Within five (5) business days after
20 Plaintiffs provide such list of redactions, Plaintiffs may submit to the Court a position statement not
21 to exceed five (5) pages challenging such redactions. No sooner than five (5) business days after
22 receipt of such notice and position statement (i) CBS, Turner, and the NCAA shall be each entitled,
23 separately, to submit a responsive position statement, not to exceed five pages each, and (ii) the
24 NCAA shall submit an unredacted copy of the agreement to the Court in camera for consideration
25 in resolving the dispute.

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1 Dated: September 16, 2016

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Signature Attestation Pursuant to Civil L.R. 5-1(i)(3)

The undersigned filer hereby attests that concurrence in the filing of the document to which this attestation is attached has been obtained from each signatory whose conformed signature appears thereon.

Dated: September 16, 2016

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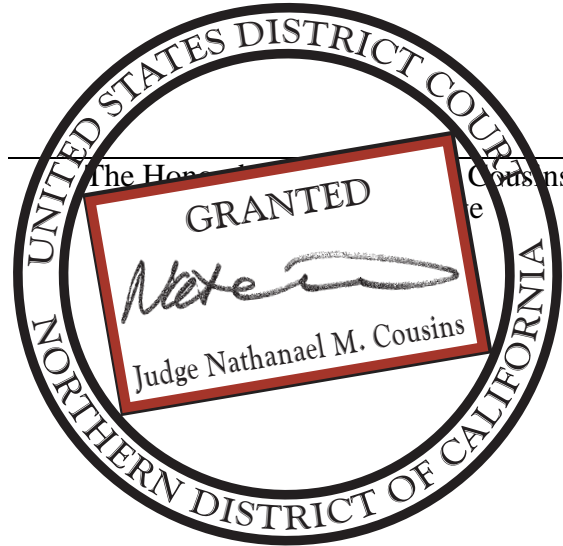
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Counsel for Defendant National Collegiate Athletic Association

1 The procedure set forth above is hereby approved by the Court and shall be employed to resolve
2 any disputes that arise as contemplated and provided therein.

3 So ordered.

4 Dated: September 16, 2016



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