

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
(OAKLAND DIVISION)**

FILED

FEB 03 2025 *aj*

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**IN RE: College Athlete NIL
Litigation**

No. 4:20-CV-03919 (N.D. CAL)

THIS DOCUMENT RELATES TO:

Provonsha Wells

**Brief Objection to Claims
Administrator Allocation of Share of
Settlement Fund**

nc
Comes now, PROVONSHA WELLS ("WELLS") by and through his attorney in this Brief to object to the Claims Administrator determination for Mr. Wells compensation. The determination was a clear error because the claims administrator determined Mr. Wells is not entitled or eligible for compensation for athletic service payments and the broadcast NIL, in the above-referenced matter.

LEGAL STANDARD AND RULES

Pursuant Paragraph 36 of The amended stipulation and settlement agreement state the following: Objections. Class Members who wish to object to any aspect of the settlement contained in this Settlement Agreement must file with the Court a written statement containing a description of the basis for their objection by the end of the period to object to the settlement that will be set by the Court.

ARGUMENT

The Claims Administrator determination that Mr. Wells is not entitled or eligible for compensation for athletic service payments is a clear error. The Claims Administrator determined former student athlete and settlement class member Mr. Wells was entitled to estimated settlement payments of \$83,213.96, but the Claims Administrator did not include compensation for athletic services. The basis of the determination was because Mr. Wells was not a scholarship student athlete for Texas Christian University (“TCU”). This is a clear error because on or around 12/20/2017, Mr. Wells signed a four-year student athlete scholarship in an athletics financial agreement with TCU.¹ The agreement provided 100% scholarship for the academic years of spring 2018, 2018-19, 2019-20 and 2020-21. During these years, Mr. Wells was a student athlete for the TCU football team.

In 2018, he played college football at TCU, appearing in four games a redshirt. He played in all 12 games in his second season at TCU, leading the team with five touchdowns receptions on 17 catches. Following the season Wells earned second-team all-Big 12 honors. In his junior season, he played in 10 games, placing fifth on TCU with 13 receptions for 195 yards and a team-leading three touchdowns. For these reasons, it is clear that Mr. Wells provided athletic services to TCU as full scholarship athlete, and Mr. Wells should be entitled to compensation for athletic services.

In addition, Mr. Wells’ name, image, and likeness was used in broadcast media. Mr. Wells was all Big 12 and AP all Big 12 in 2019. In addition, TCU used Mr. Wells image on posters displayed in various locations throughout For Worth Texas and Mr. Wells name, image and likeness was use for various promotions involving TCU social media websites². Mr. Wells was

¹ See Exhibit A – copy of Athletes financial Aid Agreement with TCU

² Exhibit B – Posts on Social Media and Broadcasts media using Mr. Wells Image

constantly reference by the media in the TCU games during those seasons. Therefore, Mr. Wells should be entitled to compensation for Broadcast Media NIL.

CONCLUSION

Mr. Wells respectfully objects to the Claims Administrator determination for Mr. Wells compensation. It is clear that Mr. Wells provided athletic services to TCU as full scholarship athlete, and Mr. Wells should be entitled to compensation for athletic services and broadcast NIL.

This 29th day of *January*, 2025.

Respectfully submitted,

THE CUTHBERT FIRM, LLC

By: /s/ Byron Cuthbert

Byron Cuthbert

GEORGIA STATE BAR NUMBER
890534

*45 South Avenue SE #10
Marietta, GA 30064*

Telephone: (404) 403-7855

Fax: 1(866)990-9743

E-mail: Byron@cuthbertfirm.com

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of **Brief Objection to Claims Administrator Allocation of Share of Settlement Fund** was filed via email to the admin@collegeathletecompensation.com via the College Athlete Compensation Settlement Administrator Portal designated by the Electronic Case Filing System in the **IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA (OAKLAND DIVISION)**, on all parties registered for CM/ECF in the litigation.

Date: January 29, 2025

Respectfully submitted,

THE CUTHBERT FIRM, LLC

By: /s/ Byron Cuthbert

Byron Cuthbert

GEORGIA STATE BAR NUMBER
890534

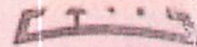
45 South Avenue SE #10
Marietta, GA 30064

Telephone: (404) 403-7855
Fax: 1(866)990-9743
E-mail: Byron@cuthbertfirm.com

EXHIBIT A



Athletics Financial Aid Agreement



Name Provonsha Wells Sport Football Signed 12/20/2017

Congratulations! Texas Christian University ("TCU") has awarded you an athletics financial aid contract. This award is a one-time multi-year commitment of athletics aid that may not be reduced or canceled, except under certain circumstances described below. This aid, when combined with all countable institutional athletic, academic, and/or outside financial aid or scholarships, shall be limited to the following for each academic year:

Academic Year	Tuition & Fees	Room	Board	Books	Miscellaneous Expenses	Percentage
Spring 2018						100%
2018-19						100%
2019-20						100%
2020-21						100%

International insurance paid via SAF? ☐

The actual value of your award will depend on the annual rates established by TCU for each academic year. For the purposes of this agreement, a full athletic aid scholarship consists of tuition & fees, room, board, text books, and miscellaneous expenses.

Prior to signing the contract, please ensure you have read the following attachments:

- Terms and Conditions of Agreement
- TCU Department of Athletics Rules

Recommended by:

Approved by:

[Signature]
Director of Athletics or designee

[Signature]
Director of Scholarships and Student Financial Aid

By signing my name below I acknowledge that I have read, understand, and accept the educational award under the terms and conditions stated above and have been given the opportunity to discuss the terms with members of the TCU Financial Aid Office, including those regarding the possible loss or reduction of the Award. Further, by signing this form, I am hereby signifying my intention to participate in intercollegiate athletics at TCU.

[Signature]
Student-Athlete Signature

Date

[Signature]
Parent Signature (if student is under 18)

12/16/2017

Name of Prospective Student-Athlete WELLS PROVONSHIA
Last First Middle Initial

Permanent Address ST PETERSBURG FL 33706 US
City State Postal Code Country

Prospective Student-Athlete's NCAA ID 1511365622 Date of Birth 01/20/1995
(must be registered with the NCAA Eligibility Center and on the Institutional Request List)

Submission of this NLI has been authorized by:
 SIGNED [Signature] 12/20/2017
Director of Athletics (or designee) Date Signed by Prospective Student-Athlete

FOOTBALL For Institutional Use Only:
Sport Two-year college transfer ☒
 Two-year college expected graduation date 12/31/2017
(if required to graduate)

This is to certify my decision to enroll at Texas Christian University
Name of Institution

I certify that I have read all terms and conditions included in this document. I have discussed them with the coach and/or other staff representatives of the institution named above, and I fully understand, accept and agree to be bound by them. I understand that signing this NLI is voluntary and I am not required to sign the NLI to receive athletics aid and participate in intercollegiate athletics. Additionally, I give my consent to the signing institution, to disclose to authorized representatives of its athletics conference, the NCAA and the NLI Office any documents or information pertaining to my NLI signing. Further, I give my consent to the NLI Office to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) or necessary to prevent any inaccuracies reported by the media or related to my NLI signing, without such disclosure constituting a violation of my rights, including my rights under the Family Educational Rights and Privacy Act.

If I falsify any part of this NLI, or if I have knowledge that my parent or legal guardian falsified any part of this NLI, I understand I shall forfeit the first year of my athletics competition at any NLI member institution.

My signature on this NLI nullifies any agreements, oral or otherwise, which would release me from the conditions stated within this NLI.

SIGNED [Signature] 12/20/2017 10:00
Prospective Student-Athlete Signature Signing Date (Mth/Day/Yr) Time (Designate - A.M./P.M.)
Do not sign prior to 7:00 a.m. (local time) on the initial signing date.

Parent/legal guardian signature required if prospective student-athlete has not reached his or her 21st birthday.

SIGNED [Signature] 12/20/2017 10:00
(Check one) ☒ Parent or ☐ Legal Guardian Signature Signing Date (Mth/Day/Yr) Time (Designate - A.M./P.M.)
Do not sign prior to 7:00 a.m. (local time) on the initial signing date.

Shawonda Parks 727-320-4804 shawondaparks@yahoo.com
Print Name of Parent/Legal Guardian Telephone Number (including area code) Email Address

Copyright © National Letter of Intent

NLI
 Nov. 18/91/2017



**Texas Christian University
Athletics Financial Aid Agreement**



Name Provonsha Wells Sport Football Issued 12/20/2017

Congratulations! Texas Christian University ("TCU") has awarded you an athletics financial aid contract. This award is a one-time multi-year commitment of athletics aid that may not be reduced or canceled, except under certain circumstances described below. This aid, when combined with all countable institutional athletic, academic, and/or outside financial aid or scholarships, shall be limited to the following for each academic year:

Academic Year	Tuition & Fees	Room	Board	Books	Miscellaneous Expenses	Percentage
Spring 2018						100%
2018-19						100%
2019-20						100%
2020-21						100%

International insurance paid via SAF? ☐

The actual value of your award will depend on the annual rates established by TCU for each academic year. For the purposes of this agreement, a full athletic aid scholarship consists of tuition & fees, room, board, text books, and miscellaneous expenses.

Prior to signing the contract, please ensure you have read the following attachments:

- Terms and Conditions of Agreement
- TCU Department of Athletics Rules

Recommended by:

Approved by:

Director of Athletics or designee

Director of Scholarships and Student Financial Aid

By signing my name below I acknowledge that I have read, understand, and accept the educational award under the terms and conditions stated above and have been given the opportunity to discuss the terms with members of the TCU Financial Aid Office, including those regarding the possible loss or reduction of the Award. Further, by signing this form, I am hereby signifying my intention to participate in intercollegiate athletics at TCU

Student-Athlete Signature

Date

Parent Signature (if student is under 18)

Terms and Conditions of Agreement

This award is offered in accordance with, and subject to, the bylaws, rules, and regulations for the NCAA, Big 12 Conference and TCU as well as the following additional terms and conditions:

- You must meet all admissions requirements of TCU, and meet and maintain the eligibility requirements for financial aid and eligibility as established by the NCAA and TCU.
- Your total scholarship amount received (including athletics aid, university aid, federal aid and/or outside scholarships) may not exceed the maximum amount authorized by NCAA legislation. Receipt of additional aid may result in your athletics scholarship being reduced.
- Athletics financial aid is administered by the TCU Financial Aid Office. If you have outstanding award terms remaining on this agreement and the agreed-upon scholarship award is reduced or cancelled, you will have the opportunity for an appeal hearing.
- If you are receiving an academic/merit financial aid award from TCU (i.e., Chancellor's, Dean's, Faculty), your athletics aid was awarded in part based on your academic honor award being non-countable. In order for your award to be considered non-countable, you must meet the applicable NCAA legislation. Should you fail to meet the NCAA legislation criteria for your academic honor award to be non-countable, your athletics scholarship is subject to reduction to the amount of your original equivalency value (of athletics aid only).
- If you are an international student-athlete, you will be taxed in accordance with the United States federal income tax laws on the room and board portion of any athletics aid you receive.
- If you are receiving books as part of your athletics financial aid, they will be issued on a loan basis only by the Department of Athletics. All books must be returned to the Department of Athletics at the conclusion of each semester or you will be billed for the original purchase price of the books.
- This award may be cancelled or reduced during the term of the award if you render yourself ineligible for intercollegiate competition, intentionally provide false or misleading information to TCU, voluntarily withdraw from your sport at any time or fail to comply with NCAA, Big 12, TCU, current team, and/or Department of Athletics rules and regulations (see addendum attached hereto for Department rules and regulations, which are incorporated into this Agreement).
- This award may be cancelled or reduced during the term of this award if, before or after you begin attendance at the University, you are charged or convicted of a crime or charged or found in violation of your current academic institution's code of conduct or other rules and regulations applicable to you as a student. You agree to notify your TCU head coach within twenty-four (24) hours of any such charges, convictions, or violations.
- This award may be cancelled or reduced during the term of the award if you fail to cooperate fully with TCU, the Big 12 Conference, and the NCAA in any investigation.
- This award may be cancelled or reduced during the term of the award if you become academically disengaged (e.g., low or no class attendance or failure to complete assignments).
- This award may be cancelled or reduced during the term of the award if you graduate or exhaust your eligibility, whichever occurs earlier.
- This award does not apply to summer or winter terms. Student-athletes who receive athletics aid are eligible to apply for summer and winter term athletics aid. Conditions for receiving such aid are described on the summer application.
- If the institution elects to continue aid for a student-athlete who stops participating with his or her team for medical reasons or withdraws from the team for voluntary reasons, he or she shall be required to work in the athletics department (or with another entity on campus) to earn his or her athletics aid.
- This award will be null and void if not signed and returned on or before 12/27/2017.

Texas Christian University Department of Athletics Rules

Participation in intercollegiate athletics at TCU is a privilege, not a right. Student-athletes are required to follow all rules, regulations, and laws established by local, state, and federal government, the National Collegiate Athletics Association (NCAA), and Big 12 Conference (Big 12); Texas Christian University, Texas Christian University Athletics Department; and each sport's head coach including, but not limited to, the following:

- Alcohol, drugs, and tobacco;
- Gambling and bribery;
- Personal conduct and sportsmanship;
- Academic integrity;
- Amateurism;
- Social networking and new media;
- Sport training and practice procedures (excluding activity specifically related to athletic ability and skill).

Specifically, student-athletes must follow all instructions from Athletics Department staff. These include, but are not limited to, the items noted below:

1. Student-athletes must attend all mandatory team functions including practice, strength and conditioning sessions, recruiting activities, Life Skills events, community service activities, and miscellaneous meetings. Furthermore, student-athlete must arrive on time for mandatory team functions.
2. Student-athletes must promptly notify coaches of any circumstances involving injuries and illnesses that may affect attendance of participation in team functions.
3. Student-athletes must follow the guidelines and instruction set forth by the medical and training staff, nutritionist, and strength and conditioning staff. Student-athletes must inform Sports Medicine personnel of any prescription medications, over-the-counter medications, and/or nutritional supplements that they use or intend to use.
4. Student-athletes must provide the proper records and history of any known medical condition.
5. Student-athletes must attend all academic meetings including, but not limited to class, required study hall sessions, tutoring appointments, and mentoring sessions.
6. Student-athletes must maintain academic eligibility and consult with their academic advisor before making academic changes including but not limited to altering class schedules and changing majors. If academic changes impact a student athlete's ability to participate in mandatory practice or conditioning activities, the student-athlete must apprise the head coach.
7. Student-athlete behavior should reflect positively on both the student and the University. Behavior occurring on or off-campus which reflects poorly on the University will not be tolerated. Examples of such behavior include but are not limited to obnoxious or obscene conduct, profanity, indecent exposure, and/or lewd behavior.

These rules are an abridged version of the TCU Student-Athlete Handbook. For more detailed information, please visit the online handbook found on the TCU Athletics website.

Failure to adhere to these requirements may result in disciplinary action which includes, but is not limited to, education, counseling, suspension or dismissal from the team, and/or reduction or cancellation of the student-athlete's athletics financial aid.

EXHIBIT B



PWELLS81
Tagged

Manage



tcufootball
Amon G. Carter Stadium

...



3,123



4



1



tcufootball Friday Vibes... 🐾 🦎 🤔 😏 🤨 #OneHuddle

November 20, 2020



tcufootball
Amon G. Carter Stadium

...





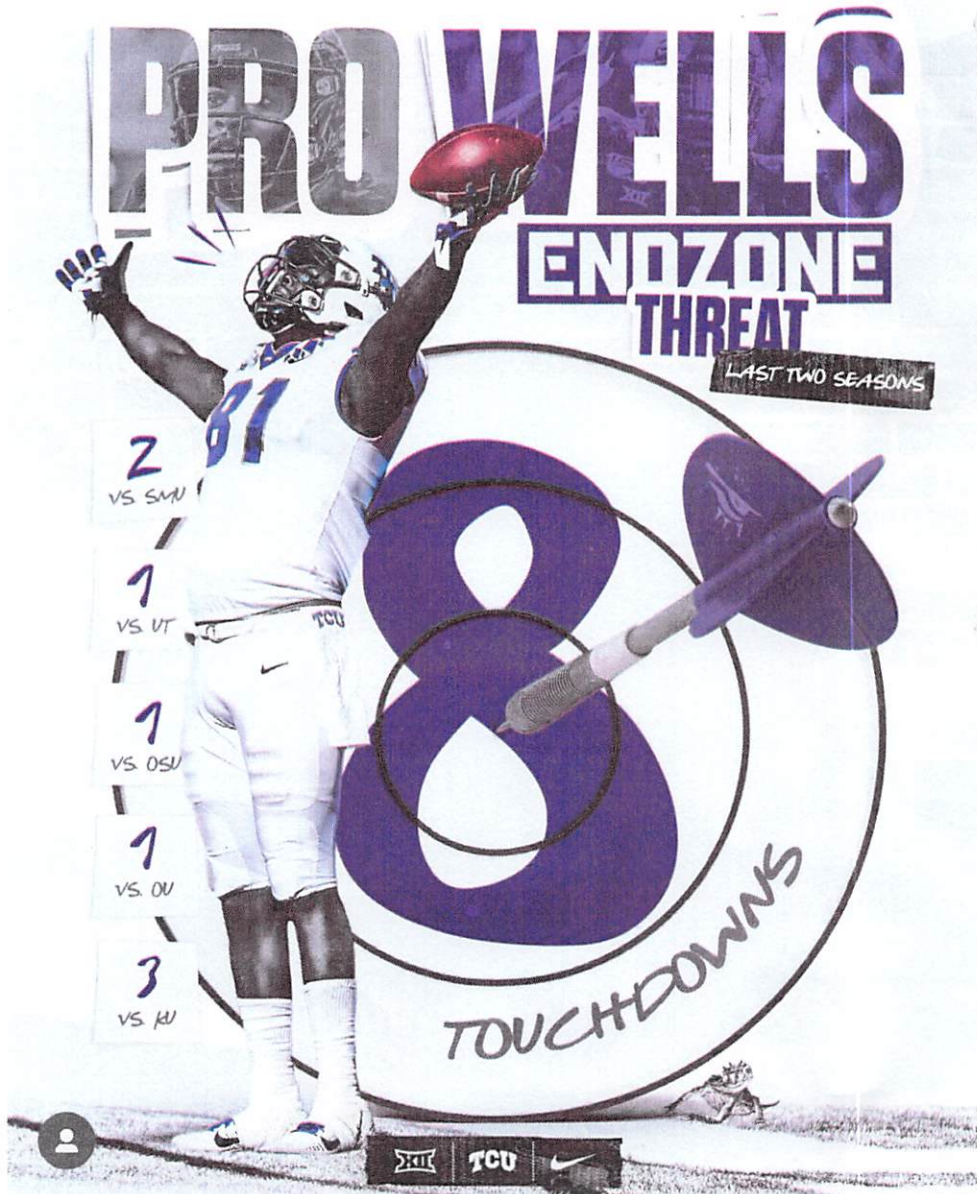
PWELLS81
Tagged

Manage



tcufootball

...



2,975



5



tcufootball Our team-leader in receiving TDs over the last two seasons... 🐸 🐸 🐸 #NFLDraft #ProFrogs

pwells81 💜 💜 💜

View all comments

March 7, 2021



Visit theupsstore.com to find a location near you.

Domestic Shipments

- To qualify for the Letter rate, UPS Express Envelopes may only contain correspondence, urgent documents, and/or electronic media, and must weigh 8 oz. or less. UPS Express Envelopes containing items other than those listed or weighing more than 8 oz. will be billed by weight.

International Shipments

- The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit ups.com/importexport to verify if your shipment is classified as a document.
- To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

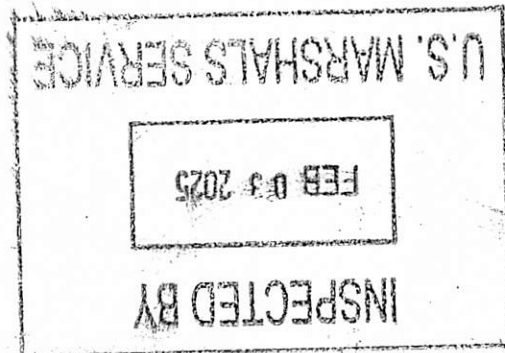
Note: Express Envelopes are not recommended for shipments of electronic media containing sensitive personal information or breakable items. Do not send cash or cash equivalent.

Apply shipping documents on this

Do not use this envelope for:

UPS Ground®
UPS Standard®
UPS 3 Day Select®
UPS Worldwide Expedited®

Visit theupsstore.com to learn r
about our Print & Business Servi



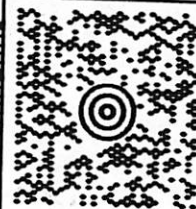
BYRON CUTHBERT
(404) 403-7855
1143 CAMERON CREEK
MARIETTA GA 30062

0.4 LBS LTR 1 OF 1
SHP WT: LTR
DATE: 30 JAN 2025

SHIP RONALD V DELLUMS
TO: FEDERAL BUILDING & US COURTHOUSE
C/O CLASS ACTION CLERK
1301 CLAY ST

OAKLAND CA 94612

CA 946 9-03



UPS 2ND DAY AIR A.M. 2A
TRACKING #: 1Z 1X1 000 07 1933 7769



BILLING: P/P

RM1YBUEYGE00 1SH 13.00F ZDP 450 52.50 12/2024

SEE NOTICE ON REVERSE regarding UPS Terms and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and Regulations. Diversion contrary to law is prohibited.

Serving you for more than 100 years
United Parcel Service.



International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.