

Arbitration Rules and Procedures for Disputes with Student Athletes Concerning CSC Determinations¹

All disputes concerning any determination made with respect to any student-athlete by the College Sports Commission (“CSC”) shall be finally settled by arbitration administered in accordance with these rules and procedures (the “Rules and Procedures”). The parties may utilize JAMS to administer such arbitrations. These Rules and Procedures may be modified as may be further agreed between Class Counsel and Defendants, provided that all arbitration rules must be consistent with the terms of the Settlement Agreement:

1. Seat and Location of the Arbitration.

- a) The seat of the arbitration shall be the primary place of business of the Arbitrator (as defined below) who is appointed in the arbitration. In the event that the parties elect to conduct the arbitration before three (3) neutral arbitrators as set forth in Section 4, the seat of the arbitration shall be the primary place of business of the Arbitrator acting as the chairperson of the tribunal.
- b) Notwithstanding the foregoing, student-athletes may elect for the arbitration to be conducted remotely. If the student-athlete does not elect for a remote arbitration, then the Arbitrator shall determine the location of the hearing or whether the hearing shall be conducted remotely. In so determining, the Arbitrator shall prioritize, to the maximum extent practicable, the location, preferences, and schedules of the parties, giving priority to the student-athlete’s suggested location.

2. Initiation of Arbitration; Deadline to Challenge CSC Determination; Automatic Stay.

- a) To initiate an arbitration under these Rules and Procedures, the initiating party (“Claimant” or “Claimants”) shall provide written notice of any claims by submitting the Form Demand for Arbitration, attached hereto. The responding party (“Respondent”) is under no obligation to serve a response denying such claims, as all claims are deemed denied by Respondent.
- b) Unless a party initiates such arbitration within fourteen (14) days of the receipt of notice of the determination made by CSC, such determination by CSC shall become final and binding as to such party. During the pendency of an arbitration, and during the 14-day period when the student-athlete may decide whether to commence an arbitration, any enforcement of any discipline or penalty imposed in connection with the violation that is subject to the arbitration shall be stayed; provided, however, that the Arbitrator shall have the ability to lift any such stay for good cause shown.

3. Arbitrator Pool Selection

¹ Any capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Fourth Amended Stipulation and Settlement Agreement, *In re: College Athlete NIL Litigation*, No. 4:20-CV-03919 (N.D. Cal. May 7, 2025) [ECF No. 958-1, Ex. 1] (“Settlement Agreement”).

- a) Class Counsel and Defendants (as defined in the Settlement Agreement) shall endeavor to jointly select and maintain a pool of roughly eight (8) or more arbitrators (“Arbitrator Pool”), each of whom shall serve an initial term of three (3) years that can be renewed by mutual agreement for three (3)-year terms thereafter, without limitation to the number of permitted renewals. Arbitrators may be removed from the Arbitrator Pool by agreement of Class Counsel and Defendants (or by the Court) through a written notification. If an Arbitrator is terminated by agreement of Class Counsel and Defendants or by the Court, she or he will continue to hear any disputes already pending before the Arbitrator but may not hear any new disputes.
 - b) Class Counsel and Defendants shall designate one arbitrator from the Arbitrator Pool to serve as the “Notice Arbitrator.” In addition to presiding over disputes himself/herself, the Notice Arbitrator shall serve the administrative role of ensuring that an Arbitrator from the Pool is promptly assigned for every dispute pursuant to the procedures provided in Section 4(b), or that Class Counsel and Defendants are promptly informed that no Arbitrator from the Pool is available. The Notice Arbitrator shall, to the extent practicable, assign disputes among the Arbitrator Pool in a rotational manner such that Arbitrators are assigned a roughly equivalent number of disputes, subject to their availability and/or any conflicts. In the event that Class Counsel and Defendants cannot agree on the Notice Arbitrator (or a replacement Notice Arbitrator), then the Notice Arbitrator shall be randomly selected among the Arbitrator Pool.
 - c) At any point in time when the Arbitrator Pool has a shortfall of Arbitrators, Class Counsel and Defendants shall promptly agree on adding Arbitrator(s) to the Arbitrator Pool so that there is a minimum of roughly eight (8) or more Arbitrators. If Class Counsel and Defendants cannot agree on such replacement Arbitrator(s) within ten (10) days, they will choose the required number of Arbitrators for the Pool under the alternate striking method from a list of ten (10) non-conflicted arbitrators who are attorneys to be provided by JAMS from its panel of neutral arbitrators in its Sports Law Practice Group.
4. Appointment of Arbitrator for Specific Disputes.
- a) Arbitrations shall be conducted by one neutral arbitrator (“Arbitrator”), whose decision shall, to the fullest extent permitted by applicable law, be final and binding on the parties to the arbitration.
 - b) The Notice Arbitrator shall appoint an Arbitrator from the Arbitrator Pool. If no arbitrator from the Arbitrator Pool is available to timely hear and resolve a specific dispute, the Notice Arbitrator shall promptly notify Class Counsel and Defendants. In that case, Class Counsel and Defendants shall either agree within two (2) days to an Arbitrator to serve as the “ad hoc” (non-Arbitrator Pool) Arbitrator to hear the dispute, or Class Counsel and Defendants shall request that JAMS promptly appoint, from its panel of neutral arbitrators in its Sports Law Practice Group, a non-conflicted arbitrator who is an attorney and who is

immediately available to serve as an ad hoc (non-Arbitrator Pool) Arbitrator to preside over the dispute.

- c) Upon consent of all parties to the arbitration, the parties may elect to conduct the arbitration before three (3) neutral arbitrators, who shall be appointed pursuant to the same selection method in the case of a single Arbitrator. For purposes of these Rules and Procedures, references to “Arbitrator” shall include and refer to any three-arbitrator tribunal.

5. Arbitrator Conduct.

- a) The Arbitrator shall be guided by the JAMS Arbitrators Ethics Guidelines (the “Ethics Guidelines”). Consistent with the Ethics Guidelines, the Arbitrator may not discuss any arbitration proceeding with any person not involved directly in the Arbitration, including other members of the Arbitrator Pool who are not appointed to adjudicate the arbitration.
- b) Members of the Arbitration Pool shall make a disclosure of any actual or potential conflict of interest or relationship or other information, of which the Arbitrator is aware, that reasonably could lead a party to question the Arbitrator’s impartiality. Consistent with the Ethics Guidelines, the obligation to make such disclosures is continuing. Upon appointment by the Notice Arbitrator and identification of the student-athlete and their respective Member Institution, the Arbitrator’s obligation to disclose shall include, among any other actual or potential conflict of interest, any (i) college or university attended by the Arbitrator; (ii) college or university to which the Arbitrator has paid or otherwise contributed tuition; and (iii) college or university to which the Arbitrator has made donations or provided any other financial or non-financial support.
- c) Any Arbitrator who is assigned to an arbitration can only be removed from that case upon consent of both Class Counsel and Defendants, or upon consent of all parties to the arbitration.

6. Commencement of Arbitration. The arbitration will be deemed commenced upon appointment of the Arbitrator.

7. Discovery in Arbitration.

- a) The Arbitrator may, in an appropriate case, order the production of documents that are determined to be necessary for a fair adjudication of the dispute. In making any determinations with respect to the appropriate scope of the production of documents, the Arbitrator shall be guided by Rule 26(b) (except for Rules 26(b)(2)(A) and 26(b)(4)) of the Federal Rules of Civil Procedure.
- b) Discovery beyond the production of documents, including the taking of depositions, generally shall not be permitted.

- c) The parties shall be permitted to seek discovery of third parties, as permitted by 9 U.S.C. § 7 upon application to the Arbitrator, who may issue such arbitral summons as the Arbitrator deems necessary and appropriate for the efficient resolution of the arbitration, taking into account all relevant circumstances, the needs of the particular case, and the 45-day expedited schedule contemplated under the arbitration process as set forth in Article 6, Section 2(d) of the Settlement Agreement. For purposes of summoning any person to attend a hearing as a witness or bring with them any book, record, document or paper which may be deemed material as evidence in the case pursuant to 9 U.S.C. § 7, the Arbitrator may, in its discretion, convene such hearing either in-person or remotely in any location, and notwithstanding Section 1 herein, shall be deemed to be sitting in such location solely for that purpose.
8. Procedural Timetable. Class Counsel and Defendants have created the Model Procedural Timetable attached hereto to provide general guidance on scheduling within the parameters of the default 45-day timeline (which may be extended where the Arbitrator finds good cause). The Arbitrator shall not be bound by the Model Procedural Timetable, but shall remain subject to the terms of Section 12. The parties may also grant between themselves short extensions of time, on the basis of mutual courtesy, as long as they do not materially affect the remainder of deadlines agreed by the parties and the Arbitrator is informed.
9. Arbitration Hearing.
- a) The hearing shall last no longer than one (1) calendar day, unless the Arbitrator finds there is good cause for an extended hearing. The parties to the arbitration may agree to waive the hearing and submit the dispute to the Arbitrator for an award based on written submissions and other evidence as the parties may agree. The hearing may proceed in the absence of a party who was afforded input and flexibility on the hearing date and location, and after receiving notice of the hearing date and location, fails to be present without good cause or fails to obtain an adjournment by mutual agreement or from the Arbitrator for good cause shown.
 - b) Witnesses may be called at the hearing and the parties may be represented by counsel of their choice at their own expense. The Arbitrator shall require witnesses to testify under oath if requested by any Party, or otherwise at the discretion of the Arbitrator. Notwithstanding anything to the contrary in these Rules and Procedures, the Arbitrator has discretion to limit the number of witnesses that are called at the hearing or the duration of their testimony, including discretion to determine that no witnesses shall testify at the hearing, provided that all parties are afforded the opportunity to present evidence pertinent and material to the controversy. The Arbitrator also has discretion to require sequestration of any witness or witnesses during the testimony of other witnesses.
 - c) The Arbitrator shall have discretion to determine the propriety of attendance at the hearing by persons who are not a party to the hearing, the parent or guardian of a

party to the hearing, nor an attorney or the designated advocate of a party to the hearing.

- d) The Arbitrator shall not be bound by the Federal Rules of Evidence, except that the Arbitrator shall apply applicable law relating to privileges and work product. The Arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as the Arbitrator deems appropriate. With regard to final and interim decisions of other arbitrations, the Arbitrator may consider for their persuasive value only those decisions that are provided by the parties to the arbitration.
- e) All evidence must be taken in the presence of all parties, unless a party is absent in default or has waived their right to be present. In the event any party or other person submits evidence to the Arbitrator *ex parte* in violation of this rule, the arbitration shall disclose that fact, and the evidence submitted, to all parties to the arbitration.
- f) Any party may arrange for a stenographic record to be made of the hearing and shall inform the other parties in advance of the hearing. No other means of recording the proceedings shall be permitted absent agreement of the parties or by direction of the Arbitrator.
- g) Nothing herein is intended to limit the Arbitrator's inherent authority to conduct the arbitration in a manner that provides a fair, efficient, and expeditious resolution of the parties' dispute, consistent with the terms of the Settlement Agreement.

10. Applicable Law; Burden of Proof.

- a) The Arbitrator shall rule on the dispute by applying the National Collegiate Athletic Association ("NCAA") rules and regulations ("NCAA Rules") affirmed, revised, or created pursuant to the Settlement Agreement, and, additionally, federal common law. In the event of any conflict between the Settlement Agreement and NCAA Rules, the Settlement Agreement shall control. No provisions of these Arbitration Rules and Procedures or the agreement to arbitrate is intended to or should have the effect of nullifying substantive federal law.
- b) Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which arbitration is sought, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues.
- c) The Arbitrator shall not be empowered to add to, or detract from, the terms of the Settlement Agreement.

- d) Neither party shall carry any burden of proof. All parties must prove their positions by a preponderance of the evidence and neither party shall be afforded the benefit of any presumption.

11. Final Award or Other Final Disposition.

- a) The Arbitrator shall have plenary authority to review the CSC's finding that an NIL transaction involving an Associated Entity or Individual (as defined in the Settlement Agreement) violates the NCAA Rules affirmed, revised, or created pursuant to the Settlement Agreement, and/or whether a penalty imposed by CSC was appropriate. The Arbitrator may also grant any other such relief as the Arbitrator deems just and proper.
- b) The Arbitrator shall promptly issue a written decision embodying his or her decision. Class Counsel shall promptly receive copies of all decisions by the Arbitrator. The award shall be rendered within five (5) calendar days after the date of the close of the hearing, or if a hearing has been waived or the parties agree to submit post-hearing memoranda, within five (5) calendar days after receipt of the final written submission. The time to render an award may only be extended for good cause shown. The award rendered by the Arbitrator shall be final and binding on the parties. Judgment on the award may be entered in any court of competent jurisdiction. The final and interim decisions of the Arbitrators shall be maintained in a database available to Class Counsel, Defendants and the parties to an arbitration, including CSC. Class Counsel and Defendants will take reasonable steps to anonymize and otherwise protect any confidential information contained in arbitration awards in the database.
- c) Notwithstanding anything to the contrary in these Rules and Procedures, the parties to an arbitration may settle their dispute by mutual agreement, or the Claimant may voluntarily discontinue the case before an award is rendered. In the event parties to the arbitration notify the Arbitrator that they have settled the matter (or a portion thereof), or a Claimant notifies the Arbitrator that he or she wishes to discontinue his or her claims, the Arbitrator shall dismiss the arbitration (or such claims, if the settlement or discontinuance does not resolve the entire arbitration) with prejudice, and no award shall be rendered in such arbitration (or with respect to such claims).

12. Time Limits. All arbitrations shall be completed on an expedited basis, but in no more than forty-five (45) calendar days after the commencement of proceedings unless the Arbitrator finds good cause for having a longer schedule. Failure to adhere to this time limit in instances where the Arbitrator finds good cause as set forth in Section 8 above shall not be a basis for challenging the award.

13. Arbitration Costs and Fees.

- a) The costs and fees of an arbitration shall be borne in the following manner:

- i. A Member Institution that contests the imposition of discipline or penalty on itself or its student-athlete(s), including by directly or indirectly paying the attorneys' fees and costs of such student-athletes(s), shall pay the Arbitrator's reasonable fees and expenses for proceedings relating to the penalties being challenged.
 - ii. Student-athletes contesting any discipline shall not be charged any arbitration fees or expenses² regardless of whether a Member Institution contests the imposition of discipline.
 - b) In no circumstances shall the Arbitrator order any types of fees or costs against a student-athlete, including in the event that such student-athlete is a non-prevailing party. For the avoidance of doubt, the student-athlete shall pay for his or her attorneys' fees and costs, unless the student-athlete's college or university chooses to pay for such costs.
14. Provisional Remedies. By agreeing to arbitration under these Rules and Procedures, the parties waive and forgo any and all rights to seek relief before a court of competent jurisdiction to issue any form of provisional remedy, including but not limited to a preliminary injunction or attachment in aid of arbitration, or any interim or conservatory measure. The parties agree to rely on the Arbitrator's power and authority to grant any interim measures or provisional relief. Nothing in this section shall prevent a party from seeking post-award relief pursuant to the Federal Arbitration Act, Title 9 United States Code.
15. Consolidation. Any party to an arbitration hereunder may ask the Arbitrator to consolidate the proceeding with another arbitration or arbitrations where consolidation would serve the interests of justice and efficiency. Consolidation will not occur amongst arbitrations unless the Arbitrator presiding over each such arbitration so orders. In the event of consolidation, the Notice Arbitrator will decide which Arbitrator will preside over the consolidated arbitration.
16. Confidentiality. Except as may be required by applicable law or court order, the parties agree to maintain confidentiality as to the arbitration, including with respect to any discovery and written submissions, except that the Final Award shall not be confidential unless otherwise ordered by the Arbitrator. Furthermore, nothing herein shall prevent any party from disclosing the existence of the arbitration or any information regarding such arbitration for purposes of proceedings to enforce this agreement to arbitrate or any award issues thereto. The parties additionally agree that any personally identifiable information regarding any student-athlete or deal that are not a party to, or the subject matter of, the arbitration may be redacted or submitted in summary form, or subject to any further confidentiality restrictions as agreed by the parties or ordered by the Arbitrator, in order to protect the confidential information of individuals or entities not party to the dispute.

² For the avoidance of doubt, arbitration expenses include any court reporting expenses.

17. Application of Federal Arbitration Act. Notwithstanding anything to the contrary herein, the arbitration provisions set forth herein, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration.
18. Modification of Rules and Procedures. No modification of these Rules and Procedures shall occur unless it is in writing, signed by Class Counsel and the Defendants or an authorized representative of Defendants, for the duration of the Settlement Agreement.
19. Severability. If any part of these Rules and Procedures is ruled invalid, that part may be severed from this agreement and the rest enforced.
20. No Construction Against Drafter. These Rules and Procedures have been negotiated and drafted jointly by Class Counsel and Defendants and, accordingly, shall be construed without regard to any interpretative principle of construing a contract against the drafter.

Student-Athlete Arbitration Rules and Procedures**Model Procedural Timetable¹**

	Procedural Event	Party	Time Interval	Date
1.	Commencement of Arbitration pursuant to Section 6 of the Arbitration Rules and Procedures	All	N/A	
2.	Document Requests, which shall identify the document(s) with a reasonable degree of specificity and shall establish the relevance of the document(s) for any party's claim or defense	Parties	3 days	
3.	Responses & Objections to Party's Document Requests ²	Parties	5 days	
4.	Deadline to submit document production disputes to Arbitrator Parties to commence rolling production of documents for which there is no objection	Parties	5 days	
5.	Target for Arbitrator's decision on any document production disputes	Arbitrator	5 days	
6.	Deadline for completion of production of documents and simultaneous production of privilege logs, if any	Parties	5 days after Arbitrator's decision on any document production disputes	
7.	Simultaneous submission of parties' Pre-Hearing Memoranda, with all of the supporting evidence and legal analysis, including witness statements, expert reports,	Parties	10 days	

¹ All dates contained herein may be subject to minor adjustments as required to avoid holidays or other commitments by counsel or the Arbitrator.

² The parties shall meet and confer in a good faith effort to resolve consensually any dispute relating to Documents Requests and document production, including regarding search terms and/or custodians, prior to submitting any such dispute to the Arbitrator.

	supporting documents and all legal authorities relied upon			
8.	Identification of witnesses the parties wish to cross-examine at the Hearing, with copy to the Arbitrator	Parties	2 days	
9.	Pre-Hearing Conference Submission of Hearing Bundle to the Arbitrator, with any additional evidence or legal authorities	All	Approx. 1 day, subject to availability of Parties and Arbitrator	
10.	One-Day Hearing	All	40 days after commencement of arbitration	
11.	Simultaneous exchange of Post-Hearing Memoranda on topic(s) that the Arbitrator requests to be addressed, if any	Parties	3 days after the hearing, unless otherwise agreed	
12.	Issuance of Award	Arbitrator	45 days after commencement of arbitration	