

COLLEGE SPORTS COMMISSION AND STUDENT-ATHLETE NIL ARBITRATION

In the Matter of the Arbitration between:

_____;

Claimants,

VS.

COLLEGE SPORTS COMMISSION,

Respondent

CSC Case No.: 2026-004

ARBITRATION AWARD

Claimants ██████████ and ██████████ initiated this arbitration on March 30, 2026, challenging the College Sports Commission’s (“CSC”) denial of their respective NIL deals with ██████████ in amount of \$4,400 in airline travel vouchers for ██████████ and \$4,800 in airline travel vouchers for ██████████. The CSC has filed a Motion to Dismiss this arbitration pursuant to Section 11(c) of the Arbitration Rules and Procedures for Disputes with Student-Athletes Concerning CSC Determinations (“Arbitration Rules”). The University of Georgia (“UGA”) has filed a Motion to Intervene in this arbitration and has also filed a Motion for Attorneys’ Fees and Costs. For the reasons stated below, the CSC’s Motion to Dismiss is denied, UGA’s Motion to Intervene and Motion for Attorneys’ Fees and Costs are denied, and I award Claimants their respective airline travel vouchers.

Claimants' deals were intended to allow their families to fly on [REDACTED] [REDACTED]. The deals involved [REDACTED] as the Sponsor (the entity that is the originating source of funds) and Georgia Bulldogs Sports Properties, LLC ("GBSP") as the Facilitator (the entity that provides payment to the student-athlete on behalf of the Sponsor). The parties do not dispute that GBSP was an Associated Entity in these deals. On March 6, 2026, the CSC determined that Claimants' deals with [REDACTED] were not cleared

because the CSC concluded that the deals' compensation was not "at rates and terms commensurate with compensation paid to similarly situated individuals with comparable name, image and likeness value who are not prospective student-athletes or student-athletes of the institution," as required by NCAA Rules 22.1.3 and 22.2.4. Claimants then timely initiated this arbitration, asserting three reasons why the CSC's denial of their deals should be overturned:

- The CSC improperly subjected Claimants' NIL deal with [REDACTED], which is not an Associated Entity, to range of compensation ("RoC") review because Georgia Bulldog Sports Properties, an Associated Entity, acted as a Facilitator;
- The CSC improperly limited the data used in its algorithm solely to cleared non-associated entity deals when it compared Claimants' deals for RoC analysis; and
- The CSC improperly concluded Claimants' deals were above the compensation rates and terms commensurate with compensation paid to similarly-situated individuals with comparable NIL value who are not prospective student-athletes or student-athletes of the institution.

The parties engaged in discovery, and on May 6, 2026, a conference was held to address the scope of discovery. On May 15, 2026, the CSC revealed that it had updated the algorithm to include 345 recently approved deals that were approved after Claimants' deals were not cleared. The CSC represented that Claimants' deals now fell within the RoC, and that the CSC intended to clear the deals. Citing the fact that it had now cleared Claimants' deals, the CSC filed a motion to dismiss this arbitration pursuant to Section 11(c) of the Arbitration Rules. The CSC contends that there is no remaining dispute between Claimants and the CSC and, therefore, there is no jurisdiction to sustain this proceeding.

Section 11(c) of the Arbitration Rules provides as follows:

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).

Arbitration Rules, §11(c).

Section 11(c) thus provides for dismissal of an arbitration when both sides settle their dispute by mutual agreement **or** when a Claimant desires to discontinue the case. This section, however, does not allow for dismissal of an arbitration when the CSC desires to dismiss the arbitration but the Claimant does not agree. Because that is the situation before me—wherein the CSC is moving to dismiss the arbitration, and the Claimants are objecting to the dismissal—I cannot grant the CSC’s motion to dismiss this arbitration filed under Section 11(c) of the Arbitration Rules.

That being said, I do agree with the CSC’s position that because the two deals that gave rise to this arbitration now have been cleared and Claimants will receive the full benefit of the deals (airline travel vouchers in the amount previously agreed to in exchange for social media obligations performed by Claimants), there is no live controversy between the parties. I view Claimant’s three issues listed at the start of this Award as not separate, independent claims, but rather arguments about why the CSC’s initial determination was incorrect. They are arguments advanced in support of a single request, which is clearance of the deals. With the deals now cleared, these arguments are moot and there is no live controversy between the parties. The Arbitration Rules that govern this arbitration provide that the Arbitrator’s authority is “to review the CSC’s finding that an NIL transaction involving an Associated Entity or Individual . . . violates the NCAA Rules . . . and/or whether a penalty imposed by CSC was appropriate.” Arbitration Rules §11(a).

With the CSC's reevaluation and subsequent clearance of the deals, there is no dispute between the parties that I have the authority to adjudicate.

I note that Claimants' other two issues (whether the deals should have been subjected to RoC review based on the mere facilitation by an Associated Entity and whether the CSC improperly limited the data used in its algorithm solely to cleared non-associated entity deals) are very likely to arise in other arbitrations. While it would be an honor for me to decide such important issues, these issues must be resolved in a case in which there is an actual case or controversy. This is not such a case in light of the fact that the athletes' deals are now cleared.

Claimants also request that the University of Georgia ("UGA") be allowed to intervene. I deny this request because UGA's efforts to continue this arbitration on the basis of the two issues that are not specific to any deal determination made by the CSC have no basis in the Settlement Agreement (Fourth Amended Stipulation and Settlement Agreement, *In re: College Athlete NIL Litigation*, No. 4:20-CV-03919 (N.D. Cal. May 7, 2025), *final approval as modified*, June 6, 2025) or the Arbitration Rules without tying them to a specific deal. Such a broader institutional challenge simply is not contemplated by the Settlement Agreement or the Arbitration Rules; rather, the arbitration process serves as a means to contest discipline imposed under the Settlement Agreement. *See* Settlement Agreement, Art. 6, §§1(a), 2(b), 2(e). For these reasons, UGA's request to intervene is denied.

Finally, Claimants also request that I award UGA the attorneys' fees and costs it incurred for this arbitration. I deny this request for two reasons. First, UGA opted to contest the CSC's determination on behalf of Claimants and therefore must pay the arbitration costs pursuant to both the Settlement Agreement and the Arbitration Rules. The Settlement Agreement and the Arbitration Rules require that a Member Institution (such as UGA) pay "reasonable arbitration

fees” when it pays attorneys’ fees on behalf of its student-athletes who are contesting a CSC determination. *See* Settlement Agreement, Art. 6 § 2(c). There is no fee-shifting under the Settlement Agreement or Arbitration Rules that allows UGA to be reimbursed for the arbitration costs it incurred when it agreed to pay Claimants’ attorneys’ fees. Second, there is no statutory basis for shifting the costs of attorneys’ fees in this case. Instead, the relevant agreements to arbitrate—the Settlement Agreement and the Arbitration Rules—provide that “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.” Arbitration Rules, §13(b); *see also* Settlement Agreement, Art. 6 §2(d) (“[T]he parties may be represented by counsel of their choice at their own expense.”). In short, the Arbitration Rules and Settlement Agreement contemplate that Member Institutions bear their own arbitration costs and provide no mechanism for shifting attorneys’ fees.

For these reasons, the CSC’s Motion to Dismiss is denied; Claimants are awarded the NIL deals they entered into with [REDACTED] (Claimant [REDACTED] is awarded \$4,400 in airline travel vouchers and Claimant [REDACTED] is awarded \$4,800 in airline travel vouchers); UGA’s request to intervene is denied; and UGA’s request to recover its attorneys’ fees and costs incurred in this arbitration is denied.

Dated: June 5, 2026

A handwritten signature in blue ink, appearing to read "Wayne Andersen", is written over a horizontal line.

Hon. Wayne Andersen, Ret.

PROOF OF SERVICE BY E-Mail

Re: [REDACTED], et al. vs. College Sports Commission (CSC #2026-004)
Reference No. 1501001224

I, Jesika Lee, not a party to the within action, hereby declare that on June 5, 2026, I served the attached Arbitration Award on the parties in the within action by electronic mail at San Jose, CALIFORNIA, addressed as follows:

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I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose, CALIFORNIA on June 5, 2026.

Jesika Lee

Jesika Lee

JAMS

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