UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

THE BIG 12 CONFERENCE, INC., a Delaware corporation, *Plaintiff*, *v.* WARREN KENNETH PAXTON JR., in his official capacity; TEXAS TECH UNIVERSITY; TEXAS TECH UNIVERSITY SYSTEM; CHANCELLOR BRANDON CREIGHTON, in his official capacity; PRESIDENT LAWRENCE SCHOVANEC, in his official capacity, and ATHLETIC DIRECTOR KIRBY HOCUTT, in his official capacity *Defendants*.	Case No.

COMPLAINT

Plaintiff The Big 12 Conference, Inc. ("Big 12" or "Conference"), brings this action against Attorney General of the State of Texas, Warren Kenneth Paxton Jr., in his official capacity; Texas Tech University ("TTU"); Texas Tech University System; Chancellor of the Texas Tech University System, Brandon Creighton, in his official capacity; President of Texas Tech University, Lawrence Schovanec, in his official capacity; and Athletic Director of Texas Tech University, Kirby Hocutt, in his official capacity seeking declaratory and injunctive relief.

INTRODUCTION

1. The Big 12 Conference and its member schools, including Defendant Texas Tech University ("TTU"), have long recognized and spoken out about the dangers of unethical and illegal sports betting by student athletes. So too has the Texas Attorney General. Indeed, TTU has gone further than the Big 12 itself by making student gambling a ground for probation or expulsion

from TTU, and the State of Texas prohibits sports betting outright and criminalizes it, with the Texas Attorney General even having faced suit because of limitations the State has placed on the practice.

2. TTU and the Texas Attorney General have now threatened the Big 12 with suit given the prospect that the Big 12 will continue to express precisely these values that one would have understood all parties to this suit to have shared. Recently, an investigation revealed that a current TTU student-athlete placed numerous impermissible (and often illegal) bets on various collegiate athletic competitions while on the football teams of two prior universities, including 40 bets on his own teams' games. In response to TTU's intent to field that student-athlete in Big 12 competitions this upcoming football season, several Member Institutions began raising questions about whether the Conference could vote on potential sanctions against TTU—consistent with the explicit, broad, and highly discretionary sanction authority set forth in the Conference Bylaws—in the event TTU ultimately does decide to field the student athlete in Big 12 games this fall. As a result, the Texas Attorney General and TTU threatened the Big 12 with suit. The threatened suit would prevent the Big 12 from exercising its rights under its Bylaws and the First Amendment—by seeking to disassociate from and decline to endorse the willingness of one of its Member Institutions to condone, if not tacitly endorse, the sports gambling of one of its players.

3. The Big 12 now brings this declaratory and injunctive action to vindicate its rights, including its constitutional rights under the First Amendment. The Big 12 and its Member Institutions (apparently save TTU) have no interest in being required to endorse or even appearing to endorse unethical and indeed unlawful conduct that strikes at the heart of athletic integrity. Instead, the Big 12 seeks declaratory and injunctive relief that will permit it to exercise its rights in full and leave no doubt in the minds of its many other upstanding student-athletes, its potential

future student-athletes, its rival athletic conferences and their member institutions, and the general public of exactly where it stands on an important moral, ethical, and legal issue.

JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction over the claims based on the First Amendment, Sherman Act, and Commerce Clause under 28 U.S.C. § 1331 because they arise under the Constitution or laws of the United States.

5. The Court has subject-matter jurisdiction over the claims based on Texas law under 28 U.S.C. § 1367 because they "derive from a common nucleus of operative fact" with the federal claims and thus are so related as to form part of the same case or controversy. *D'Onofrio v. Vacation Publ'ns, Inc.*, 888 F.3d 197, 206 (5th Cir. 2018) (quoting *Mendoza v. Murphy*, 532 F.3d 342, 346 (5th Cir. 2008)).

6. Venue is proper in the Northern District of Texas under 28 U.S.C. § 1391(b)(1) because one or more of the defendants resides in the District and all defendants reside in the State of Texas.

PARTIES

7. Plaintiff The Big 12 Conference, Inc. ("Big 12" or the "Conference") is a 501(c)(3) non-profit membership organization and collegiate athletic conference made up of sixteen institutions of higher education from ten different states: University of Arizona, Arizona State University, Baylor University, Brigham Young University, University of Central Florida, University of Cincinnati, University of Colorado, University of Houston, Iowa State University, University of Kansas, Kansas State University, Oklahoma State University, Texas Christian University, Texas Tech University, University of Utah, and West Virginia University (the "Member Institutions"). The Big 12 is a corporation organized under Delaware law and headquartered in Irving, Texas.

8. Defendant Warren Kenneth Paxton Jr., commonly known as Ken Paxton, is the Attorney General of the State of Texas. He is sued only in his official capacity.

9. Defendant Texas Tech University is a public university organized under Texas law and located in Lubbock, Texas.

10. Defendant Texas Tech University System is a public university system organized under Texas law and headquartered in Lubbock, Texas. Texas Tech University is one of the System's member universities.

11. Defendant Brandon Creighton is Chancellor of the Texas Tech University System and has been delegated the responsibility to manage and operate the Texas Tech University System and component institutions such as Texas Tech University. The Chancellor has direct responsibility for all aspects of Texas Tech University System operations. Defendant Creighton is named only in his official capacity.

12. Defendant Lawrence Schovanec is President of Texas Tech University. He is named only in his official capacity.

13. Defendant Kirby Hocutt is Athletic Director of Texas Tech University and is responsible for the development, management, coordination and supervision of the Texas Tech University athletics program. He is named only in his official capacity.

14. This complaint may refer to Texas Tech, the System, Chancellor Creighton, Athletic Director Hocutt, and President Schovanec simply as "TTU."

FACTUAL ALLEGATIONS

The Role of Athletic Conferences in Intercollegiate Athletics

15. Intercollegiate athletic competition in the United States is facilitated through the operation of athletic conferences. Athletic conferences are independent associations of member institutions that facilitate, coordinate, and govern athletic competition among their members.

Conferences establish schedules, administer regular-season competition, determine championship qualification and participation requirements, organize and conduct conference championship events, negotiate conference-wide media rights agreements, distribute conference revenues, enforce conference rules and policies, and protect the competitive integrity of conference competition.

16. A single university cannot, acting alone, produce the organized competition, shared championship, and recognized brand that constitute the commercial and institutional product of major college sports, particularly college football. That product requires cooperation among competing institutions: agreement on a shared schedule, common rules for games, teams, and players, unified officiating standards, joint media rights arrangements, and a collaborative championship structure. The Big 12 Conference exists precisely to provide that framework.

17. The Big 12 has existed for 30 years as one of the nation's premier collegiate athletics conferences, with sixteen member universities competing across twenty-five different sports. It is a member conference of the National Collegiate Athletic Association ("NCAA") and all of its members hold Division I membership in the NCAA; but the Big 12 is a separate legal entity with its own interests that is governed by its own governing documents and administered by its own Board of Directors and Commissioner. The Big 12 exercises independent authority on behalf of its Member Institutions with respect to matters committed to Conference governance.

18. In football, Big 12 member institutions play twelve regular season games, nine of which are interconference games that culminate in the Big 12 Championship Game, which determines the Conference champion and determines the College Football Playoff representative for the Conference. The sixteen member institutions compete fiercely throughout the season for a spot in the Big 12 Championship Game and for a chance to become the Conference champion.

19. The Conference holds media rights agreements worth billions of dollars through the 2030-31 academic year. The legitimacy of Big 12 competitions—and the value of its brand and media rights—depends on public confidence that the results of Big 12 games are genuine. That confidence would be significantly undermined if member institutions were permitted to compete for Conference championships with players who had gambled on the outcomes of their own team's games.

The Big 12 Conference's Governance Structure and Bylaws

20. The Big 12 was incorporated as a nonprofit organization in June of 1995. According to its Amended and Restated Certificate of Incorporation, which is attached hereto as Exhibit 1, the Big 12 was organized to "control and regulate intercollegiate athletics as institutional activities, to encourage sound academic practices for student-athletes and to establish harmonious intercollegiate relationships among member institutions."

21. To make it possible for the Big 12 to fulfill these purposes, the Big 12's Bylaws provide for broad rulemaking and enforcement authority to be exercised by the Conference, through its Board of Directors, authorized committees, and officers.

22. The Big 12's Bylaws—which were last amended on May 30, 2025 by a unanimous vote by all the Presidents or Chancellors of Member Institutions, including TTU—are set forth in the Conference Handbook, which is attached hereto as Exhibit 3.

23. As set forth in Bylaws 1.2.4-1.3, all Member Institutions must "support the mission of the Conference," which is to "[a]dvance standards of scholarship, sportsmanship and equity consistent with the highest ideals of Conference membership;" "[s]upport the development of national-championship caliber intercollegiate athletic programs;" "[o]rganize, promote and administer intercollegiate athletics among its member institutions;" "[o]ptimize revenues and provide supporting services compatible with both academic and competitive excellence;" and

"[e]ncourage collaboration in areas beyond athletics that builds good-will between institutions and promotes the overall missions of the universities."

24. The Conference is governed by a Board of Directors (the "Board") consisting of the most senior executive officer for each Member Institution (the President or Chancellor). The Board has broad authority to "take action on any matter in accordance with these Bylaws" by an affirmative vote of either a majority or supermajority of disinterested directors, depending on the matter at issue.

25. One of the actions the Board is authorized to take by a vote of a Supermajority[1] of Disinterested Directors is to sanction a Member Institution. Under Bylaw 3.6—which was approved in its current form by the Board on May 31, 2013—a Supermajority of Disinterested Directors has broad authority to sanction a Member Institution, as long as the Member is given "reasonable prior notice and the reasonable opportunity to be present and to be heard" before a vote takes place.

26. After a Member has had an opportunity to be heard, a Supermajority of Disinterested Directors has the authority pursuant to § 3.6 of the Bylaws, "in its sole discretion," to sanction the Member if it determines that the Member has:

i. "violated any provision of these Bylaws or the Rules and other regulations established from time to time by the Board of Directors that govern the Conference or the Grant of Rights Agreement;"

ii. "engaged in any action or course of conduct materially adverse to the best interests of the Conference taken as a whole;"

iii. "taken or omitted to take any other action that could be the basis for Withdrawal as described above if a Supermajority of Disinterested Directors does not elect to deem the action to constitute a deemed Withdrawal at that time;" or

[1] All capitalized terms that are not otherwise defined herein should be given the definition set forth in the Conference Handbook attached as Exhibit 3.

iv. "otherwise taken any action or omitted to take an action that a Supermajority of Disinterested Directors determines merits Sanctions."

27. These grounds for sanctions are intentionally broad and are not limited only to rules violations (and any contrary interpretation would eliminate every basis for sanctions other than the first subparagraph). They authorize the Board to exercise institutional judgment about whether a Member Institution's actions—including its decisions about which student-athletes to field in Conference games and what those decisions signal about the Member's commitment to Conference values and what they cause the public to perceive about the Conference's own values—is compatible with the Conference's interests. The Board does not need to address the issue of whether a student-athlete has violated a specific rule. It needs only to find that the Member Institution's decision is materially adverse to the Conference's best interests or that the conduct otherwise merits sanctions. That is a governance determination, not a rules-enforcement determination, and it is exclusively the Board's to make.

28. If a Supermajority of Disinterested Directors determines that any of the grounds exist to sanction a Member, the Bylaws, § 3.6, empower the supermajority "in its sole discretion" to determine "whether any sanctions are appropriate, the type, extent, and conditions to any sanctions imposed, and impose such sanctions in a Member depending, in each case, on factors that a Supermajority of Disinterested Directors deems to be relevant, including but not limited to the severity of the harm to the Conference taken as a whole resulting from the action or inaction" of the Member. In a non-exhaustive illustrative list of exemplar sanctions that can be imposed, the Bylaws identify "prohibitions on appearance in postseason events or televised events" (such as conference championships) and "restrictions on revenue distributions."

29. Section 5 et. seq. of the Bylaws set forth the Conference Rules. All Big 12 Members agree in Bylaw 1.3.2 to fully comply with "NCAA rules and policies" and all "rules and regulations

of the NCAA and of the Conference." On matters of student-athlete eligibility, the Conference Rules, set forth in Section 6 of the Bylaws, incorporate the NCAA requirements and specify additional rules on top of those. In addition to the sanctions authority of the Board, Bylaw 7.4 also authorizes the Conference Commissioner to sanction Member Institutions when an ineligible student-athlete participates in Conference competitions where there is "an egregious violation of a Conference Rule" or "a violation of an NCAA rule involving institutional culpability that is not subject to the jurisdiction of the NCAA Committee on infractions." As noted above, however, the Board's sanction authority does not have any such limitations and is not even required to be tied to a rules violation.

30. The Conference's sanctioning authority under these provisions is an exercise of governance power conferred by an interstate contract among the Conference and its Member Institutions across the country. As a founding member of the Conference, Defendant TTU not only agreed to this governance structure and sanction authority, as detailed in the next subsection, TTU helped set it up and has repeatedly voted in favor of this authority and in favor of requiring all members abide by it. TTU's acceptance of the Conference's governance documents—including the provisions granting the Conference authority to withhold distributions and exclude Member Institutions from championship competition—is what entitles TTU to receive those distributions and participate in that competition in the first place.

TTU Recognized and Supported the Conference Board's Prior Exercise of Its Sanction Authority Against Another Member Institution

31. The Conference's authority to sanction member institutions under its Bylaws is well established and has been a historical practice in which its member institutions, including TTU, have participated.

32. For instance, in May 2016, the Board of Regents of Member Institution Baylor

University publicly released a set of 105 recommendations (the "Recommendations") and a document titled "Findings of Fact," both of which arose out of an investigation by outside counsel into a series of sexual assault allegations that occurred at Baylor during the years 2012 through 2015 and Baylor's response to those allegations. Of particular significance from the Conference's standpoint, the Findings of Fact concluded that "Baylor failed to maintain effective oversight and supervision of the Athletics Department as it related to the effective implementation of Title IX" and that such failure "created a cultural perception that football was above the rules."[2] The severity of these failures led to extensive media coverage and reputational concerns, including for the Conference itself, as well as termination of Baylor's President, Athletics Director, and head football coach.

33. The Conference expressed concern to Baylor about reputational damage to the Conference, as well as a violation of Conference Bylaws. In February 2017, the Board determined that sanctions were warranted. As authorized by Section 3.6, the Board imposed sanctions on Baylor by withholding 25% of Conference revenue distributions from February 2017 until the Board determined that Baylor rectified its institutional issues and came back into compliance with the Conference Bylaws and regulations. As publicly announced at the time by the then-Board Chairman, "The Board is unified in establishing a process to verify that proper institutional controls are in place and sustainable. Effective immediately, the Conference is withholding 25 percent of Baylor's share of any future revenue distribution until the proper execution of controls is independently verified."[3] The Board of Directors voted unanimously to impose these sanctions.

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[2] Baylor University Board of Regents, *Findings of Fact*, 9–10, https://thefacts.web.baylor.edu/sites/g/files/ecbvkj1406/files/2023-01/FINDINGS%20OF%20FACT.pdf.

[3] *Big 12 Board Action Announced*, Big12Sports.com (Feb. 8, 2017) https://big12sports.com/news/2017/2/8/211461596.aspx.

Baylor was not included in the Board vote and was responsible for all associated costs, which were taken out of any of its revenue distributions from the Conference. At the conclusion of the verification process, the Conference had withheld over $14 million in revenue distributions from Baylor, with over $1.6 million of that immediately being applied to reimburse the Conference for legal costs. The remaining withheld amount was invested for 48 months, with net earnings being distributed to the Member Institutions to, among other things, fund sexual harassment training. At the end of those 48 months, the Conference held back at least a $2 million fine "for reputational damage to the Conference and its members."[4]

34. TTU participated in and supported the Conference Board's unanimous vote to sanction Baylor. TTU's representative on the Board of Directors voted in favor of the resolutions imposing these sanctions. TTU raised no objection to the Conference's authority under Section 3.6 of the Bylaws to sanction a member institution for conduct that the Conference Board determined warranted sanctions.

35. The Conference further exercised its authority by retaining an outside law firm to conduct an independent verification of whether Baylor had completed and implemented the Recommendations in a manner sustainable over time. The Board appointed an oversight committee consisting of the presidents and chancellors of three Member Institutions to oversee the verification process. The verification involved the review of hundreds of documents, dozens of in-person and telephonic interviews, and a comprehensive evaluation of Baylor's compliance with the Recommendations. Throughout this process, no Member Institution, including TTU, challenged the Conference's authority to impose and enforce the sanctions, oversee the verification, or condition the release of withheld revenue distributions upon demonstrated compliance.

[4] https://big12sports.com/news/2018/10/30/211778185.aspx

36. The Attorney General's and TTU's apparent current position—that the Conference lacks authority under its Bylaws to sanction a member institution whose conduct the Conference Board determines to be sanctionable under Bylaw 3.6—is directly contradicted by TTU's own prior conduct. The Baylor sanctions demonstrate that the Conference has previously exercised precisely the type of sanction authority it now seeks to invoke, and that TTU itself voted to authorize and impose those very sanctions without objection.

The Big 12's Commitment to Competition Integrity as Related to Sports Wagering is Longstanding and Consistent with Industry-Wide Values

37. The threat that gambling poses to the integrity of athletic competition has been understood—and has been borne out by scandal—for over a century. That history informs the Conference's values and governance practices and explains why these values are non-negotiable.

38. In 1919, members of the Chicago White Sox conspired with gamblers to intentionally lose the World Series, in what became known as the "Black Sox" scandal. Although several players were acquitted at trial, Commissioner Kenesaw Mountain Landis banned all the implicated players from baseball for life. The Black Sox scandal demonstrated that the perception of gambling corruption is as destructive to the legitimacy of athletic competition as confirmed manipulation: once the public suspects that a game's outcome may have been purchased or that athletes play with any competing incentives to the ones they ordinarily have, confidence in all games is impaired.

39. Thirty years later, college basketball suffered its own catastrophic gambling scandal. Beginning in 1950, gamblers systematically bribed players at City College of New York, Long Island University, Manhattan College, New York University, Bradley University, the University of Toledo, and the University of Kentucky (the reigning NCAA champion) to shave points and control game outcomes. The 1951 college basketball point-shaving scandals resulted in

criminal convictions, player imprisonments, and the permanent tarnishing of the programs involved. The reputational harm lasted for generations. The lesson drawn by collegiate athletics, and reflected in the NCAA's longstanding Bylaw 10.3 prohibition on student-athlete wagering, was that the danger of gambling to the integrity of competition is systemic, and must be addressed at the institutional level.

40. In 1989, Major League Baseball Commissioner A. Bartlett Giamatti permanently banned Pete Rose—widely regarded as one of the greatest players in baseball history and then the all-time hits leader—from the sport for betting on games involving his own team while serving as the Cincinnati Reds' manager. Rose's case confirms a principle that the Conference has adopted as its own: an athlete or coach who bets on games in which his own team competes—even if he bets on his team to win—creates an irremediable conflict of interest and hurts both the integrity and, just as important in a consumer-facing industry, the *perceived integrity* of the competition. The possibility that the athlete might use insider information in betting, persuade his teammates to one course of action over another, or perform differently in situations that affect his wager cannot be eliminated, and the public knows it.

41. Collegiate athletics in more modern years is not immune from these issues. In 1994 and 1995, players at Northwestern University were found to have bet on their own games and, in some instances, to have intentionally performed below their ability. Likewise, in January of this year, charges were brought against twenty-six college athletes involved in a bribery and point-shaving scheme to fix NCAA men's basketball games during the 2023-2024 and 2024-2025 seasons. Players from Fordham University, Tulane University, Kennesaw State University, and Alabama State University, among others, were offered between $10,000 and $30,000 per game to ensure that their team would fail to cover the spread, allowing the orchestrators of this scheme to

place millions of dollars in wagers. Notre Dame University suspended its entire men's swimming program in 2024 as a result of betting that athletes in that program had placed on Notre Dame's own competitions.

42. Similar scandals involving student-athlete wagering have recurred periodically, demonstrating that the risk is systemic, not isolated. Each recurrence has reinforced the principle that institutions which take a firm stance against wagering—and enforce consequences for it—protect the integrity that makes these competitions worth watching.

43. Notably, although many states have legalized sports betting, Texas has not. Under Texas Penal Code section 47.02(a)(1), a person commits the offense of gambling if he or she makes a bet on the partial or final result of a game or contest or on the performance of a participant in a game or contest. The State of Texas has made the same institutional judgment, as a matter of law, that the Conference has made as a matter of governance: that sports wagering is incompatible with the public interest. The Conference and the State of Texas are, at the level of institutional principle, in agreement that sports wagering by those participating in athletic competition is wrong.

44. The Conference has adopted and actively enforces these values as its own. The Conference's Sports Betting Policy, adopted August 17, 2023 (the "Sports Betting Policy") (attached as Ex. 2), states: "The Big 12 Conference is committed to maintaining the integrity of the Big 12 competitions and that of its members, student-athletes, coaches, and staff." The Policy further recognizes that "[s]ports wagering has the potential to undermine the integrity of sports competitions and jeopardize the well-being of student-athletes and the intercollegiate athletics community. It also demeans the competition and competitors alike by spreading a message that is contrary to the purpose and meaning of 'sport.'"

45. When the Conference and its Member Institutions expanded their partnership in 2023 with U.S. Integrity (a sports wagering monitoring company), Conference Commissioner Brett Yormark stated upon announcement of the expanded partnership: "The Big 12 Conference is thrilled to partner with U.S. Integrity as a continuation of its commitment to sports betting compliance. Given the current landscape of sports betting in our industry, it's more important than ever to double-down on ensuring sport integrity across our Conference."

46. The Conference's concerns related to sports betting are not limited to confirmed manipulation. The history of gambling scandals demonstrates that the presence of athletes with a financial stake in game outcomes creates a structural conflict of interest that undermines the integrity of competition regardless of whether active manipulation is proven. An athlete with an extensive, documented history of wagering on intercollegiate athletic contests—especially his own team's games—presents a reputational and integrity risk to the Conference and its championship competition that the Conference has both the right and the responsibility to address. The Conference is not required to accept that risk on behalf of its fifteen other Member Institutions, their student-athletes, their fans, and its commercial partners. And no government official has the power to compel it to do so.

Brendan Sorsby Admitted Extensive Sports-Wagering Conduct That Is Illegal and Contrary to the Big 12's Values

47. Brendan Sorsby ("Sorsby") is a student-athlete who enrolled at TTU in January 2026 to play on the TTU football team. He was previously enrolled and on the football teams at Indiana University in 2022 and 2023, and at the University of Cincinnati, a Member Institution, in 2024 and 2025.

48. In connection with a recent litigation not involving the Conference—*i.e.*, the Lubbock County Litigation (defined and explained below)—Sorsby and TTU submitted stipulated

facts concerning Sorsby's sports-wagering activity. Those facts show that Sorsby's conduct was not merely contrary to Conference values and rules and NCAA rules; it also included extensive sports-wagering activity prohibited by multiple states' laws.

49. Specifically, Sorsby admitted that he used online betting and prediction applications, including Hard Rock Bet, FanDuel, Underdog, and PrizePicks, through accounts registered in his own name and in the names of others to place impermissible wagers on college and professional sports. Sorsby admitted he made at least $90,000 in impermissible wagers under his name and that he transferred at least $60,000 to another person to place bets on his behalf. Significantly, Sorsby admitted to placing bets on his own team's games while at Indiana.

50. While on the Indiana University football team, Sorsby placed at least 2,900 bets totaling more than $30,000. Those bets included at least 40 wagers on Indiana University football or the performance of individual Indiana University football players (his teammates), at least 50 wagers on Indiana University men's basketball or the performance of individual Indiana University men's basketball players, and approximately 300 wagers on other college football contests or collegiate player performances.

51. Notably, at the time he was placing bets in Indiana, Sorsby was under twenty-one years old, thus seemingly making his bets a violation of Indiana law prohibiting a person under twenty-one from making a sports wager. Ind. Code § 4-38-5-11.

52. Sorsby admitted that while he was playing football at the University of Cincinnati (a Member Institution), he provided more than $60,000 to another individual to deposit in a FanDuel account registered to someone else, which was accessed and shared by Sorsby and another person to place bets. Between January 7, 2024 and September 30, 2024, Sorsby placed at

least 165 bets on college and professional sports totaling at least $38,000. Sorsby also placed bets on the performance of Cincinnati men's basketball team and individual members of the team.

53. Ohio law permits online sports wagering only for individuals who are at least twenty-one, physically present in Ohio, and using compliant sports-gaming accounts. Ohio Rev. Code § 3775.11; Ohio Admin. Code 3775-16-03. Moreover, Ohio law does not allow individuals to access or use another person's sports gaming account. *Id.* Sorsby was under twenty-one for part of his admitted time period for placing bets in Ohio, used or helped fund a FanDuel account registered to another person, accessed and shared that account to place bets, and transferred money for wagering activity. Thus, Sorsby's admitted conduct (presuming any of it took place in Ohio), in addition to being contrary to the rules and stated values of the Big 12 Conference—of which his then-current university is a member—also violated Ohio state law.

54. After enrolling at TTU to join its football program in January 2026, Sorsby continued to place sports bets through accounts belonging to others. He admitted to sending approximately $5,000 by Venmo or Zelle to another person, who then used the money to place bets on Sorsby's behalf through Underdog, PrizePicks, or Chalkboard. Sorsby admitted his betting activity was "similar to his prior activity."

55. In addition to being contrary to the rules and stated values of the Big 12, Sorsby's TTU-period wagering violated Texas's criminal gambling prohibitions because Texas Penal Code § 47.02 makes it an offense to bet on the partial or final result of a game or contest or on the performance of a participant in a game or contest. Notably, Attorney General Paxton's own Opinion KP-0057 takes the position that Texas's gambling prohibitions apply even to paid fantasy-sports and prediction-style contests. Ken Paxton, Att'y Gen. of Tex., Op. No. KP-0057, *The Legality of Fantasy Sports Leagues Under Texas Law (RQ-0071-KP)* 7 (Jan. 19, 2016)..

56. In addition to violating the laws of three states, Sorsby's conduct contravenes core Big 12 ethical principles.

57. Big 12 competition depends on the trust of its Member Institutions, student-athletes, fans, and broadcast partners in the integrity of Big 12 games. It is critical to both the Big 12's values, reputation, and even financial well-being that these interested parties maintain their belief that Big 12 games are decided by fair athletic performance, particularly where Conference games determine standings, postseason opportunities, championship eligibility, and the public reputation of The Big 12 and its member institutions.

58. Student-athlete gambling on college sports, especially bets involving the athlete's own team and teammates' performances, undermines the public's confidence that contests are free from wagering influence. Thus the Big 12 is concerned with TTU's stated plans—communicated by TTU to the Conference and now backed by independent threats from the Attorney General—to field a student-athlete in Conference competitions despite admitted wagering conduct that is both illegal and in direct conflict with the ethical standards and public trust on which Big 12 competition depends.

The Lubbock County Litigation

59. On May 18, 2026, Sorsby filed suit against the NCAA in the 99th Judicial District Court of Lubbock County, Texas, Cause No. DC-2026-CV-0791 (the "Lubbock County Litigation"), asserting claims for breach of contract, declaratory judgment, breach of the duty of good faith and fair dealing, and breach of fiduciary duty arising from the NCAA's effort to enforce its eligibility rules against Sorsby.

60. The Conference was not named as a party to the Lubbock County Litigation. It was not served with process and had no opportunity to be heard in the proceedings.

61. On June 8, 2026, the 99th Judicial District Court entered a Temporary Injunction (the "Injunction"). The Injunction: (a) enjoined the NCAA from prohibiting Sorsby from practicing, playing, or otherwise participating on TTU's 2026 football team; and (b) enjoined enforcement of NCAA Bylaw 12.9.4.2 (the NCAA's Rule of Restitution related to eligibility violations) against Sorsby, TTU, any affiliate of TTU, any university that competes against TTU during the 2026 college football season, and any affiliate of any such university for complying with and relying on the Injunction.

62. This action is not an attempt to challenge that Injunction, and this Court is not being asked to make any determinations related to Sorsby's eligibility to play college athletics or to the Conference's right to sanction Sorsby as an individual. The Injunction is a court order directed at the NCAA, governing the NCAA's enforcement of its own Bylaw 12.9.4.2 against Sorsby. Whatever the Injunction requires of the NCAA, it does not address the issues of the Conference's separate and independent governance authority over its Member Institutions. The Board's authority under Bylaw 3.6 to determine what conduct warrants sanctions is not limited to and does not depend on a violation of any NCAA (or even Conference) rule. If all of the NCAA eligibility rules went away today, the Conference would still have independent authority under its own Bylaws to regulate its Member Institutions, and determine whether the decisions they make with regard to student-athlete representatives in Conference competitions are consistent with Conference values and in the best interests of the Conference as a whole. This is the Conference's own contractual authority, governed by the Conference's own bylaws, and it exists wholly apart from anything the Lubbock County court has addressed or could address.

63. Though the NCAA has appealed the Injunction and Sorsby could ultimately be determined ineligible, such determination may well happen after the conclusion of the upcoming

football season—if at all—as the trial date is not set until February of 2027. And even if Sorsby's eligibility is upheld, it does not change the Conference's authority on this issue. Whatever the ultimate outcome of the Lubbock County Litigation, the Conference's rights are not contingent on it. Thus, the Conference seeks a declaration and injunction with regard to its own freedom of expression and governance authority from this Court now, before the season begins, because doing otherwise would chill and suppress the Conference's speech and the harm to the Conference's interests from a season of unresolved uncertainty cannot be undone after the fact.

TTU's Intent to Field Sorsby in its Football Games for the 2026-27 Season and the Desire of Big 12 Board Members to Hold Sanctions Vote

64. During the week prior to filing this Complaint, TTU communicated its intent directly to the Conference to field Sorsby in Conference football games. Though TTU has been asked by both the Conference and many University Presidents, Athletic Directors, and other representatives of Big 12 Member Institutions to choose not to field Sorsby in Conference competitions, TTU has not agreed to such requests.

65. Members of the Big 12 Board of Directors have expressed a desire to the Conference to vote now on whether potential sanctions should be imposed if TTU follows through with its plan to field Sorsby in Conference competitions. There is considerable concern within the Conference, the Board, and the Member Institutions about (among other things) reputational harm, irreparable damage to public and Member trust in the integrity of Big 12 competitions, and the possibility that TTU could take a spot from another Member Institution in the Big 12 Championship Game with a player that has acted contrary to Conference rules and values and could ultimately be determined in the Lubbock County Litigation—*after* the Big 12 Championship—to have been ineligible for competition. Such harm would be irreparable to the Conference and its members.

66. To this date, no vote on sanctions has taken place because of the legal uncertainty created by the Attorney General letters discussed below and the specific threat by the Texas Attorney General. If a vote were to occur, some of the potential sanctions the Board could consider under the Bylaws include monetary sanctions and/or a ban on competing in the Big 12 Championship Game.

67. What the Conference must be able to decide and has authority to decide under its Bylaws, is whether, if TTU moves forward with its plan to field Sorsby in Conference games, including potentially Conference championship competition, such action is compatible with the Conference's repeatedly expressed institutional values and identity, those of its Member Institutions, the integrity of its competitions, and the potential that it will be viewed (incorrectly) to have expressed endorsement or at least tacit acceptance of speech and conduct by a Member Institution that strike at the heart of the Conference's moral and ethical values and judgments.

68. When one Member Institution allows a student-athlete whose admitted conduct creates serious integrity concerns to compete in Conference games for Conference championships, the consequences extend beyond that institution. TTU's decision to associate with, if not endorse, a student-athlete in this manner will affect opposing schools, student-athletes, fans, broadcast partners, Conference standings, championship eligibility, and the public reputation of The Big 12 as a whole. As such, the Conference must be able to exercise its authority to enforce its Bylaws and impose appropriate institutional sanctions when Member conduct threatens the best interests and integrity of the Conference, particularly when the Conference is under threat of compulsion to associate with and condone values of a Member that the Conference does not itself hold.

69. Notably, the Conference is not alone in its concern about what TTU's decision on this issue means for the integrity of Conference competition and the reputation of the Conference

and its Member Institutions. Within days of learning that Sorsby could play at TTU this year, athletic officials at the University of Georgia and the University of Nebraska sent department-wide memoranda instructing their coaches and athletic staff not to schedule TTU in any sport, and announcing that the schools may seek to cancel already-scheduled matchups. And the media firestorm of disapproval from across the college athletics industry over the prospect of TTU choosing to field Sorsby in the fall has been overwhelming.[5]

70. In an industry that rarely agrees on anything, there is finally an issue that everyone seems to agree on (other than TTU and the Attorney General): universities should not field players who have bet on their own team's games in college athletics. These industry reactions reflect a rational institutional judgment shared by industry experts and institutions even outside the Conference that the presence of Sorsby's documented history in Conference games creates a cloud over the legitimacy of those games, a reputational risk for institutions that participate in them, and an unequal playing field for Member Institutions who are upholding the values of the Conference.

71. Though the Conference does not fault TTU for supporting Sorsby's recovery, if TTU decides that support is going to extend to playing Sorsby in Conference competitions, the

[5] Austin Nivison, *Texas Tech athletic director defends actions on Brendan Sorsby as school shows no signs of backing down*, CBS Sports (June 10, 2026, at 16:24 ET), https://www.cbssports.com/college-football/news/brendan-sorsby-fallout-texas-tech-athletic-director-backlash/; Dan Wolken, *Texas Tech deserves more hate in Brendan Sorsby's sordid eligibility case*, Yahoo Sports (June 9, 2026, at 14:18 CT), https://sports.yahoo.com/college-football/article/texas-tech-deserves-more-hate-in-brendan-sorsbys-sordid-eligibility-case-191252725.html?guccounter=1; Pat Forde, *The Big 12 Must Stop the Brendan Sorsby Scam Before It Engulfs College Football*, Sports Illustrated (June 10, 2026), https://sports.yahoo.com/college-football/article/texas-tech-deserves-more-hate-in-brendan-sorsbys-sordid-eligibility-case-191252725.html?guccounter=1; Richard Johnson, *Texas Tech isn't protecting integrity – it's protecting its quarterback*, CBS Sports (June 11, 2026, at 11:30 ET), https://www.cbssports.com/college-football/news/texas-tech-isnt-protecting-integrity-its-protecting-its-quarterback/; Pete Thamel and Max Olson, *Coaches, Ads 'disgusted,' 'stunned' with Sorsby ruling*, ESPN (June 8, 2026, at 05:44 ET), https://www.espn.com/college-football/story/_/id/49003512/coaches-ads-disgusted-stunned-brendan-sorsby-ruling.

Member Institutions—acting through their respective Board members—have the right and authority to determine whether certain sanctions against TTU for its decisions are appropriate or necessary.

Letters From the Texas and Oklahoma Attorney Generals and The Ripe Controversy Before this Court

72. On June 11, 2026, while the Conference and its Board members were deliberating the appropriate next steps with regard to TTU, the Conference received a letter from the office of Attorney General Ken Paxton signed by Thomas D. York, Chief of the Antitrust Division of the Office of the Texas Attorney General, and Kimberly Gdula, Chief of the General Litigation Division of the Office of the Texas Attorney General ("Texas AG Letter"). The letter was addressed to Big 12 Commissioner Yormark and Board Chair Doug Girod (University of Kansas Chancellor) and is attached hereto as Exhibit 4.

73. The Texas AG Letter demanded that the Conference refrain from exercising its governance authority, characterizing *any* invocation of Bylaw 3.6 as "a *per se* violation of federal and state antitrust laws—a naked horizontal agreement among competitors to disadvantage Texas Tech by cutting off access to the resources it needs to compete," and threatening joint and several liability of the Conference and its Member Institutions of "substantially more than $200 million." The Texas AG Letter further threatened claims for breach of contract and tortious interference arising from any Conference action affecting TTU's games and/or existing or potential commercial arrangements.

74. The very next day (June 12, 2026), Oklahoma Attorney General Gentner Drummond sent a letter to Commissioner Yormark and Board Chair Girod responding directly to the Texas AG Letter (the "Oklahoma AG Letter"). The Oklahoma AG Letter is attached hereto as Exhibit 5. Attorney General Drummond wrote that Oklahoma has a direct interest in the integrity

of Conference competition as the home state of Oklahoma State University, a Big 12 Member Institution. He characterized the Texas AG's antitrust claims as "meritless," stating that "[t]he idea that the Big 12 may not sanction the actions of one of its members under an agreed-upon preexisting contract is facially absurd."

75. Attorney General Drummond's letter refuted the Texas AG's *per se* antitrust theory on the merits, citing controlling Supreme Court precedent: "[t]he Supreme Court has squarely rejected the letter's central premise that conference discipline amounts to a *per se* antitrust violation. Because horizontal cooperation among member institutions is essential to producing college athletics at all, restraints adopted by athletic associations are analyzed under the rule of reason." Ex. 5, at 1 (*citing NCAA v. Bd. of Regents of Univ. of Okla.*, 468 U.S. 85, 100–03 (1984); *NCAA v. Alston*, 594 U.S. 69, 81–82 (2021)). He further noted that the Big 12 Conference, "like all intercollegiate athletic conferences, 'is a private association that adopts and enforces its own rules,' *NCAA v. Farrar*, 402 So. 3d 1251, 1264 (Miss. 2024)," and that the Conference's enforcement of its bylaws is "'upholding integrity and fair play among [its] membership,'" not "causing damage and loss" to TTU.

76. Lastly, Attorney General Drummond recommended that the Conference take action against TTU under Bylaw 3.6, describing TTU's conduct as "a shameful chapter in the story of college football" and stating that TTU has "acted in a manner adverse to the Big 12 and the integrity of college football as a whole."

77. These letters illustrate not only the importance of these issues for the Big 12's Member Institutions and their home states, but also the need to have these issues addressed by this Court given the competing opinions on the application of federal law being communicated to the Conference by Attorneys General in different states. Further, the competing letters from the

Attorneys General of Texas and Oklahoma make the controversy before this Court concrete, actual, and immediate. The Texas AG has threatened significant and punitive liability if the Conference exercises its governance authority by seeking to disassociate from TTU's association with and speech about values with which the Conference disagrees. The Oklahoma AG has concluded that the Texas AG's legal theory is meritless and recommended that the Conference take action against TTU.

78. Without a judicial declaration clarifying the Conference's rights, the Conference faces an impossible choice: abandon its governance authority under governmental compulsion (in favor of one state's authority but contrary to the recommendations of another), or exercise its authority and face threatened enforcement action that the Texas Attorney General claims would expose the Conference and its members to significant liability.

CLAIMS FOR RELIEF

Count I: For Declaratory and Injunctive Relief Based on Violations of the First Amendment (U.S. Const. amend. I, 42 U.S.C. § 1983)

79. The Big 12 incorporates by reference all allegations in the preceding paragraphs as if fully set forth herein.

80. The First Amendment to the Constitution provides that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances." U.S. Const. amend. I. "The First Amendment is applicable to the States through the Due Process Clause of the Fourteenth Amendment." *Va. State Bd. of Pharmacy v. Va. Citizens Consumer Council, Inc.*, 425 U.S. 748, 749 n.1 (1976).

81. The Supreme Court "ha[s] long understood as implicit in the right to engage in activities protected by the First Amendment a corresponding right to associate with others in

pursuit of a wide variety of political, social, economic, educational, religious, and cultural ends." *Roberts v. U.S. Jaycees*, 468 U.S. 609, 622 (1984). "This right is crucial in preventing the majority from imposing its views on groups that would rather express other, perhaps unpopular, ideas." *Boy Scouts of Am. v. Dale*, 530 U.S. 640, 647–48 (2000).

82. Just as freedom of speech "includes both the right to speak freely and the right to refrain from speaking at all," *Wooley v. Maynard*, 430 U.S. 705, 714 (1977) the "[f]reedom of association . . . plainly presupposes a freedom not to associate," *Roberts*, 468 U.S. at 623. After all, "[f]orcing a group to accept certain members may impair the ability of the group to express those views, and only those views, that it intends to express." *Dale*, 530 U.S. at 648; *see also Christian Legal Soc'y Chapter of the Univ. of Cal., Hastings Coll. of L. v. Martinez*, 561 U.S. 661, 680 (2010) ("*Who* speaks . . . colors *what* concept is conveyed."). In Justice Jackson's famous words, "[i]f there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion *or force citizens to confess by word or act their faith therein*." *W. Va. Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943) (emphasis added).

83. Freedom of association "protect[s] not only against heavy-handed frontal attack, but also from being stifled by more subtle governmental interference." *Bates v. City of Little Rock*, 361 U.S. 516, 523 (1960) (cleaned up). That protection thus extends beyond "direct limits" to "adverse governmental action against an individual in retaliation for the exercise of protected speech activities." *Keenan v. Tejeda*, 290 F.3d 252, 258 (5th Cir. 2002). Indeed, "[a]ny form of official retaliation . . . , including prosecution, threatened prosecution, bad faith investigation, and legal harassment, constitutes an infringement of [the] freedom" of association. *Izen v. Catalina*, 398 F.3d 363, 367 n.5 (5th Cir. 2005); *see NRA of Am. v. Vullo*, 602 U.S. 175, 180 (2024)

(reaffirming that "a government entity's 'threat of invoking legal sanctions and other means of coercion' . . . 'to achieve the suppression' of disfavored speech violates the First Amendment" (quoting *Bantam Books, Inc. v. Sullivan*, 372 U.S. 58, 67 (1963))); *Hall v. Merola*, 67 F.4th 1282, 1294 (11th Cir. 2023) ("[A] First Amendment retaliation claim can use any sort of adverse action [including] a civil lawsuit . . . .").

84. The Big 12 engages in "expressive association," *Dale*, 530 U.S. at 648: the Conference has repeatedly expressed that sports betting by athletes is anathema to its ethical values and institutional mission. Such betting is inconsistent with the rules and policies governing the Conference and its Member Institutions; for example, the Conference's sports betting policy declares that "[t]he Big 12 Conference is committed to maintaining the integrity of the Big 12 competitions and that of its members, student-athletes, coaches, and staff." Ex. 2. "Sports wagering has the potential to undermine the integrity of sports competitions and jeopardize the well-being of student-athletes and the intercollegiate athletics community. It also demeans the competition and competitors alike *by spreading a message that is contrary to the purpose and meaning of 'sport.*'" (emphasis added). *Id*.

85. This stance is of a piece with the Conference's broader commitment to sportsmanship, fair play, and ethics in sports. For example, in its Sportsmanship Statement, the Big 12 declares that its member institutions "are committed to competition in an arena where sportsmanship and the sense of fair play take center stage," and "[w]hether on the field, *within the community* or in the classroom, those who make up the Big 12—its administrators, coaches, game officials, and student-athletes—support the highest ideals in sportsmanship." *Sportsmanship Statement*, Big 12 Conference, https://shorturl.at/08cCP (last visited June 13, 2026) (emphasis added). The Conference's published Bylaws have an entire section on "Sportsmanship and Ethical

Conduct," in which the Big 12 states that "essential elements of character-building and ethics in sports are embodied in the concept of sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring, and good citizenship." Ex. 3, Bylaws § 11.1. And the Conference represents to the public, including potential student-athletes and its commercial partners, that it is "dedicated to upholding the principles for conduct of intercollegiate athletics" and "preserving the integrity of Division I collegiate athletics." *Big 12 Conference Compliance*, Big 12 Conference, https://shorturl.at/HvubL (last visited June 13, 2026).

86. The Conference's stated views are consistent with longstanding public expressions by ethicists and sports associations about the risks that sports betting, especially by participants in a game, will compromise the integrity of athletic competitions. *See*, *e.g.*, Lance Pugmire, *NFL Suspensions and the Need to Protect Integrity of Sport*, LA Times (Mar. 21, 2012, 12 A.M. P.T.), https://shorturl.at/0mRk4 (discussing Major League Baseball's suspensions of Chicago White Sox players for betting on 1919 World Series games in which they participated and ban of Pete Rose for life for betting on the team he managed, and quoting ethicist Michael Josephson, founder of the Josephson Institute of Ethics—from which the Big 12 drew its six core principles of sportsmanship—as saying "[t]hose gambling cases had the capacity to destroy the game by making the public believe the outcomes were no longer on the up and up"); Josephson Institute of Ethics, Character Counts!, *Changing Cheaters: Promoting Integrity & Preventing Academic Dishonesty: A Resource for Teachers, Parents, Coaches and Others Who Work With Youth* 13 ¶ 11 (May 2004).

87. Recent examples confirm that these views about sports betting's potential threat to integrity cannot be chalked up to a bygone era before betting became more broadly legalized.

a. Earlier this year, for example, Major League Soccer banned two players for betting on, *inter alia*, their own matches, emphasizing the importance of the measure "to

protect the integrity of our competition for clubs, players, and fans." *Derrick Jones and Yaw Yeboah Issued Lifetime Suspensions from MLS for Betting on MLS Matches*, Major League Soccer (Mar. 9, 2026, 3:00 P.M.), https://shorturl.at/DtQ6S.

b. Similarly, Major League Baseball ruled a player permanently ineligible in 2024 for having bet on games, with its Commissioner stating, "The strict enforcement of Major League Baseball's rules and policies governing gambling conduct is a critical component of upholding our most important priority: protecting the integrity of our games for the fans." Mark Feinsand, *MLB Announces Sports Betting Suspensions for 5 Players* (June 4, 2024), https://shorturl.at/Xr16Q.

c. The NBA did likewise in 2024. *See Jontay Porter Banned from NBA for Violating League's Gaming Rules*, NBA (Apr. 17, 2024 12:50 PM), https://shorturl.at/AL6EF.

d. And the same year, after an internal investigation found pervasive sports betting by a team on its own competitions, Notre Dame University suspended its entire men's swimming program for a year, emphasizing "our obligation to foster a community of student-athletes who not only compete and perform at the highest level academically and athletically, b*ut whose conduct reflects the University's values*." Pete Bevacqua, *Men's Swimming Program Suspended For a Minimum of One Academic Year* (Aug. 15, 2024) (emphasis added), https://shorturl.at/fqJdV.

e. In 2022, the NFL suspended a player indefinitely and at least for an entire season for betting on games even while away from the team, with the league's commissioner stressing that the player's actions "put the integrity of the game at

risk, threatened to damage public confidence in professional football, and potentially undermined the reputations of your fellow players throughout the NFL." Kevin Patra, *Falcons WR Calvin Ridley Suspended Indefinitely Through at Least 2022 Season for Betting on NFL Games* (Mar 07, 2022, 03:41 PM), https://shorturl.at/KKCyK.

88. Against this backdrop, the Conference seeks to hold a vote on potential sanctions of TTU pursuant to § 3.6 of its Bylaws because of TTU's tacit endorsement of and association with Sorsby's unethical and illegal betting—and the Conference's unwillingness to condone or associate with that behavior or be seen as such. Yet in retaliation the Attorney General and TTU now perversely wish to prohibit the Big 12 from imposing *any* sanctions and have threatened to bring suit against the Conference to deter or compel that result. In so doing, they are "significantly affect[ing]" the Conference's ability to exercise its right to express disagreement with Sorsby's conduct, to associate with its member institutions to that end, and to disassociate with Sorsby for his conduct. *Dale*, 530 U.S. at 650. The First Amendment does not permit such an attempt by governmental officials to "do indirectly what [they are] barred from doing directly." *NRA*, 602 U.S. at 190.

89. The Attorney General and TTU's attacks on the Big 12's freedom of expressive association are not only unjustified and unconstitutional, but they are most hypocritical in light of their own prior expressions on the subject at issue here. The Attorney General, the State more broadly, and TTU each have purported to claim that the very expressive values that the Big 12 attempts to uphold here are their own. For example, although sports betting has proliferated in the United States in recent years, the State of Texas still prohibits and criminalizes the practice. *See* Tex. Penal Code § 47.02(a)(1). The Attorney General has long taken the position that the best

reading of Texas law is that even "participation in daily fantasy sports leagues is illegal gambling under section 47.02 of the Penal Code." Paxton, Op. No. KP-0057, *supra* ¶ 55.[6]

90. Similarly, TTU makes "gambling, wagering, gaming and bookmaking" "prohibited on University premises involving the use of University equipment or services." Texas Tech Univ., *Student Code 2025–2026* § B Misconduct ¶ 9, https://shorturl.at/OcVox (last visited June 13, 2026). Students who engage in sufficiently severe, persistent, or pervasive misconduct face potential expulsion for even a first offense. *See General Conduct Sanctions Grid*, Texas Tech Univ., https://shorturl.at/PW9IX (last visited June 13, 2026). TTU further emphasizes sports betting prohibitions in its student-athlete handbook. *See* Texas Tech Univ., *2021–2022 Marsha Sharp Center for Student-Athletes Handbook*, https://shorturl.at/nEf0h (last visited June 13, 2026). Thus, by all outward appearances, the State has no interest contrary to the expressive one held by the Big 12.

91. Thus, the State and TTU have engaged in, and threatened to engage in, efforts to prevent or coerce the Big 12 from exercising its freedom of expression and expressive association rights in violation of the First Amendment.

Count II: For Declaratory Relief that Sanctions by the Big 12 on TTU Do Not Violate Section 1 of the Sherman Act

92. The Big 12 incorporates by reference all allegations in the preceding paragraphs as if fully set forth herein.

93. This claim is brought pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, to obtain a declaration that sanctions by the Big 12 against TTU under § 3.6 of the

[6] These interpretations prompted a leading provider of such fantasy sports leagues to bring suit against the Attorney General. *See DraftKings,Inc. v. Paxton*, No. D-1-GN-18-1856 (Tex. Dist. Ct., Travis Cty.).

Bylaws do not violate the antitrust laws, let alone constitute a *per se* violation of the Sherman Act as the Attorney General has contended.

94. The Attorney General asserts that the Big 12 will commit *per se* antitrust violations if it sanctions TTU in any way. *See* Texas AG Letter at 1 ("Any sanction against Texas Tech . . . would be a per se violation of federal and state antitrust laws."). According to the Attorney General, the Big 12—an entirely lawful association in which TTU participates including by voting for sanctions against a different member institution—[7]cannot impose any sanction against a member for voluntarily choosing to play a student who has acted contrary to the values, policies, and rules of the Conference, and violated the rules of TTU itself, and the NCAA, as well as myriad state laws, and thereby undercut the very essence of fair competition.

95. To be sure, given the result in the NCAA injunctive relief case, TTU can choose whether or not to compete with Sorsby. And TTU can pay him consistent with the law. But the freedom to do so is by no means a freedom from consequences. It is well within the right of the Big 12 to discern and implement an appropriate sanction in response to TTU's decision to compete with a student-athlete who has extensively, unethically, and unlawfully bet on college football.

96. In this regard, as the Attorney General and TTU know full well, conference sanctions for unlawful and unethical conduct do not violate the antitrust laws. *See, e.g., Bassett v. NCAA*, 528 F.3d 426, 433 (6th Cir. 2008) (dismissing antitrust claims as outside of the ambit of the Sherman Act where the sanctioned plaintiff, among other things, committed academic fraud).

[7] *See* Marc Tracy, *Big 12 Penalizes Baylor Over Handling of Sexual Assault Cases*, N.Y. Times (Feb. 8, 2017), https://www.nytimes.com/2017/02/08/sports/football/baylor-big-12-revenue-sexual-assault.html (reporting that the Big 12 "board of directors had voted unanimously to withhold" "millions of dollars in conference revenue from Baylor until an outside review determined that the athletic department was complying with Title IX guidelines and other regulations in the wake of a sexual-assault scandal").

97. Even if TTU and the Attorney General could establish the kind of conduct (and joint commercial conduct) that fell within the ambit of the Sherman Act (and they cannot), any such claim would fail at the outset for lack of antitrust standing. Antitrust plaintiffs (or the persons whom they represent) must have suffered an "injury of the type the antitrust laws were intended to prevent and that flows from that which makes defendants' acts unlawful." *Brunswick Corp. v. Pueblo Bowl-O-Mat, Inc.*, 429 U.S. 477, 489 (1977). It is not enough that a plaintiff was excluded or suffered economic harm; rather, the plaintiff must allege injury flowing from the anticompetitive nature of the challenged conduct, not merely from its impact on the plaintiff. *Balaklaw v. Lovell*, 14 F.3d 793, 797–802 (2d Cir. 1994).

98. In other words, market participants lack antitrust standing unless their harm "stems from a competition-reducing aspect or effect of the defendant's behavior." *Atl. Richfield Co. v. USA Petroleum Co.*, 495 U.S. 328, 344 (1990); *see Phila. Taxi Ass'n, Inc. v. Uber Techs., Inc.*, 886 F.3d 332, 334 (3d Cir. 2018) (no antitrust standing where plaintiff cannot credibly allege "a negative impact on consumers or to competition in general"); *see also Norris v. Hearst Tr.*, 500 F.3d 454, 466 (5th Cir. 2007).

99. Here, the Attorney General's letter confirms that it seeks to prevent purported (and altogether dubious) losses stemming from "Texas Tech's lost football revenues, damages to its alumni contributions and damages to its recruitment." Letter at 2. This sort of purported derivative harm is not antitrust injury. It is harm that allegedly would flow from TTU's agreement with the Big 12 and its decision to permit Sorsby to play in Conference competitions despite his admitted unlawful and unethical conduct. This is not harm to competition at large; it is harm to one school that has determined to jettison concerns about Texas state law and its own code of conduct, among many other moral and legal standards. Accordingly, TTU would lack any antitrust injury.

100. Nor could the Attorney General or TTU establish a *per se* antitrust violation, as the Attorney General suggests. According to the Attorney General, "[a]ny sanction against Texas Tech for acting consistent with the Order would be a per se violation of federal and state antitrust laws—a naked horizontal agreement among competitors to disadvantage Texas Tech by cutting off access to the resources it needs to compete." Texas AG Letter. That is not the law.

101. "Determining whether a restraint is undue for purposes of the Sherman Act presumptively calls for what [the Supreme Court] ha[s] described as a rule of reason analysis." *Alston*, 594 U.S. at 81.

102. Conversely, the *per se* rule may be applied only when "conduct [is] so pernicious and devoid of redeeming virtue that it is condemned without inquiry into the effect on the market in the particular case at hand." *Marucci Sports v. NCAA,* 751 F. 3d 368 (5th Cir. 2014); *see also State Oil Co. v. Khan*, 522 U.S. 3, 10 (1997). Imposing sanctions on the conduct of a member of a lawful organization under established rules has not been deemed to be "pernicious and devoid of redeeming virtue." Just the opposite.

103. Courts considering NCAA and athletic conference rules apply the rule of reason, not the *per se* rule. *See Alston*, 594 U.S. at 88; *O'Bannon v. NCAA*, 802 F.3d 1049, 1069 (9th Cir. 2015) ("[W]e are persuaded—as was the Supreme Court in *Board of Regents* and the district court here—that the appropriate rule is the Rule of Reason.); *Bd. of Regents of Univ. of Okla.*, 468 U.S. at 103 (rejecting the *per se* rule when reviewing trade restraints imposed by sports leagues); *McCormack v. NCAA*, 845 F.2d 1338, 1343 (5th Cir. 1988) (same).

104. Separate and apart from the long history applying the rule of reason to NCAA and conference rules, courts have repeatedly upheld disciplinary actions designed to preserve integrity, competitive balance, and organizational standards rather than confer economic advantages on

competitors. By way of example, one court recently found that the NCAA members adopted and enforced its bylaws "in furtherance of the NCAA's mission to 'uphold integrity and fair play among the NCAA membership, and to prescribe appropriate and fair penalties if violations occur' and 'ensure that those institutions and student-athletes abiding by the NCAA constitution and bylaws are not disadvantaged by their commitment to compliance.'" *Farrar*, 402 So. 3d at 1264.

105. Associations cannot function without rules, membership criteria, and disciplinary procedures, and the antitrust laws recognize that such measures may incidentally restrain trade without restraining competition. The Big 12, "like many other athletic organizations, creates 'agreement[s] among competitors on the way in which they will compete with one another,'" which allow the conference "to develop rules to promote uniform and fair gameplay—essential cooperation without which college sports would not exist in their current form." *Robinson v. NCAA*, 172 F.4th 271, 279 (4th Cir. 2026); *see also Alston*, 594 U.S. at 90 (explaining that "some degree of coordination between competitors within sports leagues can be procompetitive. Without some agreement among rivals . . . the very competitions that consumers value would not be possible").

106. For these reasons, courts examine whether the allegedly collective action was intended to accomplish a legitimate goal of self-regulation and whether the challenged action was reasonably related to that goal. *See, e.g.*, *Blubaugh v. Am. Contract Bridge League*, No. IP 01-358-C H/K, 2004 WL 392930, at *17 (S.D. Ind. Feb. 18, 2004), *aff'd,* 117 F. App'x 475 (7th Cir. 2004) (finding that because "[f]acially neutral rules that prohibit cheating are essential to promote fair competition and to preserve the integrity of the game," they are an "obvious" procompetitive justification).

107. In short, this case involves legitimate and routine association governance, rule enforcement, and self-regulation—not the sort of naked agreement among competitors that remotely could support *per se* condemnation. *See Alston*, 594 U.S. at 90.

108. Mindful of the uninterrupted line of decisions that NCAA and conference rules must be examined under the rule of reason, the Attorney General pins its hopes on an unpublished decision from the Ninth Circuit regarding a rule imposed by an international governing body for professional swimmers to prevent competition. *See generally, Shields v. World Aquatics*, No. 23-15092, 2024 WL 4211477 (9th Cir. Sept. 17, 2024). The rule at issue there prohibited member federations from affiliating with competitive organizations, and did not involve the sort of unremarkable sanctions at issue here related to unethical and unlawful conduct impairing fair sport and competition.

109. The explanation in *Shields* as to when the *per se* rule might apply confirms it does not apply here. There, the Ninth Circuit explained that it could apply the *per se* rule to an alleged boycott when "competitors enter into a horizontal agreement" with "no purpose other than disadvantaging the target." *Id.* at *1. The decisions made recently by TTU have garnered expansive and intense negative reactions and undermine the core of fair and honest play in college athletics. *See infra*. It would be absurd in the extreme to suggest that sanctions here would have "no purpose other than disadvantaging the target." *Shields*, 2024 WL 4211477, at *1.

110. The other potential scenarios in *Shields* are of no more help to the Attorney General and TTU. *Id.* The Big 12 is considering potential sanctions for conduct that has been widely condemned across political, competitive and geographic lines—*not* engaging in any "boycott." Nor does the Big 12 possess a dominant share in any properly-defined market, *see Choh v. Brown Univ.*, No. 24-2826, 2026 WL 1210124, at *3 (2d Cir. May 1, 2026) (summary order), or threaten

to "cut off access to a supply, facility, or market necessary to enable [TTU] . . . to compete." *Flaa v. Hollywood Foreign Press Ass'n*, 55 F.4th 680, 690 (9th Cir. 2022). The Big 12 sanctioning TTU in accordance with the Conference's agreed-upon framework and rules is not remotely anti-competitive and, if anything, would enhance competition and instill consumer confidence by supporting and honoring fair play. And, to be sure, if TTU chose not to play Sorsby, they have and could have myriad highly-regarded other players (who have not engaged in illegal and anti-competitive conduct) to help them compete and do so vigorously.[8] In sum, TTU is not the subject of a boycott and not being "cut-off" from anything, other than the consequences of their unfortunate (and recent) abandonment of principles enshrined in Texas state law and TTU's rules.

111. In sum, the *per se* rule has no place here. If TTU and Texas AG were deemed to have a potential antitrust claim (and there are numerous gating hurdles even to get to that point), any such claim would be considered under the Rule of Reason. *Alston*, 594 U.S. at 80. But any such claim would fail for numerous reasons, including a failure and inability to define a relevant market or to establish substantial anticompetitive and market-wide effects that harm consumers in the relevant market. *See generally Rx Sols., Inc. v. Caremark, L.L.C.*, 164 F.4th 436, 442 (5th Cir. 2026); *Choh*, 2026 WL 1210124, at *2 (summary order); *see also Ohio v. Am. Express Co.*, 585 U.S. 529, 541 (2018); *LifeWatch Servs. v. Highmark, Inc.*, 902 F.3d 323, 336 (3d Cir 2018)

112. In light of the above and for myriad other reasons, under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202, the Court should declare that sanctions imposed pursuant to § 3.6 of the Big 12 Bylaws do not violate Section 1 of the Sherman Act. The Big 12, the State AG, and TTU are engaged in an actual controversy concerning the legality of the Big 12's anticipated

[8] The Texas Tech roster lists five other quarterbacks with impressive statistics and experience. https://texastech.com/sports/football/roster.

sanctions. Where, as here, the parties have adverse legal interests and their dispute is sufficiently immediate and real to warrant judicial resolution, the court can issue a declaratory judgment. *See MedImmune, Inc. v. Genentech, Inc.*, 549 U.S. 118, 127 (2007).

113. An actual and immediate controversy exists regarding whether sanctions imposed under § 3.6 of the Big 12 Bylaws would violate Section 1 of the Sherman Act. This dispute is neither hypothetical nor speculative. The Texas Attorney General has preemptively and expressly threatened the Conference and its members with substantial antitrust liability with exposure to treble damages and attorneys' fees exceeding $200 million. Those allegations create precisely the sort of concrete and immediate controversy that the Declaratory Judgment Act is designed to resolve before a party must either abandon contemplated conduct or proceed under the threat of litigation.

114. Declaratory relief is also appropriate here because the Big 12 does not want a "speculative" advisory opinion; instead, it "seeks, in essence, a declaratory judgment holding that it may evaluate and assess limits . . . without violating the antitrust laws." *See NBA v. SDC Basketball Club, Inc.*, 815 F.2d 562 (9th Cir. 1987) (finding an actual controversy where a sports league faced antitrust threats concerning contemplated league action).

115. The Complaint therefore adequately pleads a claim for declaratory relief. It identifies the specific conduct at issue, the Conference rule authorizing that conduct, the parties asserting adverse legal positions, and the Attorney General's express threat that implementation of the contemplated sanctions would violate federal antitrust law and result in substantial liability. Accordingly, the Big 12 need not wait to impose sanctions, incur substantial liability, and then defend against the very antitrust claims the Attorney General has already threatened to bring.

Declaratory relief here will resolve a real and immediate dispute and clarify the parties' rights before such litigation arises.

116. For these and other reasons, the Court should declare that sanctions by the Big 12 against TTU under its established authority would not constitute a *per se* violation of Section 1 of the Sherman Act, and that they would not violate Section 1 of the Sherman Act at all.[9]

Count III: For Declaratory and Injunctive Relief Based on Violations of the Commerce Clause, U.S. Const. art. I, § 8 cl. 3, 42 U.S.C. § 1983

117. The Big 12 incorporates by reference all allegations in the preceding paragraphs as if fully set forth herein.

118. The Constitution's Commerce Clause gives Congress the power "[t]o regulate Commerce . . . among the several States." U.S. Const. art. I, § 8, cl. 3. The "dormant" Commerce Clause prohibits States and their political subdivisions from adopting laws that discriminate against interstate commerce. *See Nat'l Pork Prods. Council v. Ross*, 598 U.S. 356, 368 (2023); ; *see id.* at 377 ("[A] law's practical effects may also disclose the presence of a discriminatory purpose"). The dormant Commerce Clause forbids "economic protectionism—that is, regulatory measures designed to benefit in-state economic interests by burdening out-of-state competitors." *Id.* at 369.

[9] The Letter also asserts that sanctions against Texas Tech would violate Section 15.05(a) of the Texas Free Enterprise and Antitrust Act (the "TFEA"). The TFEA claim would fare no better than any claim under the Sherman Act. TFEA is "comparable to, and indeed taken from" Section 1 of the Sherman Act. *AMC Ent. Holdings, Inc. v. iPic-Gold Class Ent., LLC*, 638 S.W.3d 198, 206 (Tex. 2022). And the TFEA provides that it "shall be construed in harmony with federal judicial interpretations of comparable federal antitrust statutes." Tex. Bus. & Com. Code § 15.04. Texas courts thus "look to federal judicial interpretations of section 1 of the Sherman Act in applying section 15.05(a)." *DeSantis v. Wackenhut Corp.*, 793 S.W.2d 670, 687 (Tex. 1990); *see also AMC Ent.*, 638 S.W.3d at 206–07.

119. There is no question that interstate commerce is at issue here, including in the Bylaws whose effect the Attorney General seeks to nullify. The Bylaws are an interstate contract among the Conference and its member institutions, which are located across the country, including in Arizona, Colorado, Florida, Iowa, Kansas, and other States. Through that contract, the members have agreed upon a common set of rules—governing eligibility, competition, sportsmanship, and discipline—that apply uniformly nationwide and that the members have entrusted the Conference to administer and enforce to facilitate interstate athletic competition.

120. The commerce that these Bylaws help facilitate is enormous. The Conference and its members generate and distribute hundreds of millions of dollars in media-rights revenue, ticket sales, sponsorships, and related commercial activity across state lines; hold competitions that require teams, officials, and broadcasts to cross state borders; and compete nationally for revenue, recruits, and recognition. The eligibility and disciplinary rules embodied in the Bylaws directly govern the terms on which that interstate competition occurs.

121. Chief among the disciplinary mechanisms the members adopted—as the Attorney General's June 11, 2016 letter recognizes—is the authority under § 3.6 to sanction a member that has engaged in conduct adverse to the Conference, including a member that retains and fields a student-athlete in violation of the sports betting rules and policies governing the Conference and its Member Institutions.

122. Here, however, the Attorney General threatens to use the law to prohibit the Conference from enforcing the disciplinary provisions of its own multistate agreement against TTU, a Texas institution. The practical effect of this would be to nullify those rules or to force all the Big 12's members to conform to Texas's as-yet-undefined rule that the Attorney General would leave in its place. *See NCAA v. Miller*, 10 F.3d 633, 638–40 (9th Cir. 1993) (invalidating on

Commerce Clause grounds a state rule that would have imposed on national collegiate athletic associations enforcement procedures different from those the association applied nationwide); *id.* at 639 ("In order to avoid liability under the Statute, the NCAA would be forced to adopt Nevada's procedural rules for Nevada schools. Therefore, if the NCAA wished to have the uniform enforcement procedures that it needs to accomplish its fundamental goals and to simultaneously avoid liability under the Statute, it would have to apply Nevada's procedures to enforcement proceedings throughout the country."). In doing so, moreover, the Attorney General would confer a competitive benefit on a Texas institution while discriminating against and unduly burdening the Conference's overwhelmingly out-of-state members. Out-of-state members will lose the benefit of the bargain they struck in the Bylaws and suffer the competitive and reputational consequences of an interstate agreement that one State has effectively nullified in favor of its own institution.

123. That discrimination is not incidental; it is the purpose and central effect of the Attorney General's threat. The Attorney General's threat is transparently protectionist, with a Texas institution seeking to retain a competitive advantage that the Bylaws forbid, and the advantage is at the expense of institutions in other States. But a single State cannot nullify, as to its own favored in-state institution, the uniform rules of an interstate agreement while leaving those rules in force against everyone else. This form of economic protectionism runs afoul of the Commerce Clause.

124. Even if the Attorney General were acting in a nondiscriminatory manner, the burden the Attorney General's actions would impose on interstate commerce are clearly excessive in relation to any putative local benefit. *See Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970).

125. The Attorney General seeks to dictate the eligibility and disciplinary rules of an athletic conference with membership and competitions across the country. Again, by compelling

the Conference to refrain from enforcing a uniform rule that applies among interstate members, Texas would in practical effect set conference-wide policy—governing competitions staged in other States, between institutions of other States—from within its own borders. The Conference cannot apply its disciplinary rules differently in Texas than elsewhere; the rules are uniform by design and by contract among parties dispersed across state lines. The necessary consequence of the threatened enforcement is therefore the projection of one State's newly announced policy across the entire multistate enterprise.

126. That burden is substantial and clearly excessive in relation to any legitimate local interest. Whatever interest the Attorney General may assert in the application of state (and federal) antitrust laws or yet undefined principles of state contract and tort law, that interest does not justify disabling the agreed disciplinary framework of a nationwide contract and thereby overriding the competitive expectations of institutions across the country. The practical effect of the threatened enforcement is to impose on interstate commerce a burden out of all proportion to the local interest asserted (a dubious local interest at that, *see supra* ¶¶ 43, 90 (discussing Texas's prior stated interests)). *Cf. Nat'l Pork Producers*, 598 U.S. 356.

Count IV: For Declaratory Relief Against TTU Based on Governance Rights Under the Bylaws (Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202)

127. The Big 12 incorporates by reference all allegations in the preceding paragraphs as if fully set forth herein.

128. The federal Declaratory Judgment Act provides that "[i]n a case of actual controversy within its jurisdiction, . . . any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought." 28 U.S.C. § 2201.

129. A justiciable controversy exists as to the rights and status of the Big 12 under its governance and contractual relationship with TTU. The Attorney General and TTU have threatened imminent litigation for breach of contract if the Big 12 exercises its authority under its Bylaws to impose sanctions on TTU, a Member Institution. Ex. 4. The threat of imminent litigation absent resolution of the parties' contractual rights presents a justiciable controversy. *See MedImmune*, 549 U.S. at 129 ("The dilemma posed by that coercion—putting the challenger to the choice between abandoning his rights or risking prosecution—is a dilemma that it was the very purpose of the Declaratory Judgment Act to ameliorate." (quotations omitted)).

130. TTU is a voluntary member of the Big 12 and is bound by the Conference Bylaws, Rules, regulations, and governance procedures adopted by the Big 12's Board of Directors. Those governing documents define the rights and obligations of the Big 12 and its member institutions, including TTU.

131. The Conference Bylaws expressly authorize the Big 12, acting through the required vote by a supermajority of Disinterested Directors, to determine whether a member institution has engaged in conduct warranting sanctions and, if so, to impose sanctions on that member institution.

132. The Big 12 Bylaws grant the Board broad discretion to impose sanctions on a Member Institution. Specifically, Bylaw 3.6 provides that a supermajority of Disinterested Directors, may impose sanctions, in its "sole discretion" on a Member Institution if it determines that a "Member has: (i) violated any provision of these Bylaws or the Rules and other regulations established from time to time by the Board of Directors that govern the Conference or the Grant of Rights Agreement; (ii) engaged in any action or a course of conduct materially adverse to the best interests of the Conference taken as a whole; . . . or (iv) otherwise taken any action or omitted

to take an action that the Supermajority of Disinterested Directors determines merits Sanctions." Ex. 3.

133. Under Texas law, a party raising a breach of contract claim must establish "(1) a valid contract; (2) performance or tendered performance by the plaintiff; (3) breach of the contract by the defendant; and (4) damages sustained by the plaintiff as a result of the breach." *Berryman's S. Fork, Inc. v. J. Baxter Brinkmann Int'l Corp.*, 418 S.W.3d 172, 185 (Tex. App.—Dallas 2013, pet. denied).

134. Texas law recognizes that a party does not breach a contract by exercising rights expressly reserved to it under the contract. *Nichols v. Enterasys Networks, Inc.*, 495 F.3d 185, 191 (5th Cir. 2007) (plaintiff cannot show that defendant breached the terms of a contract by "exercising rights clearly reserved to it by the [contract]'s plain language."); *Cmty. Health Sys. Pro. Servs. Corp. v. Hansen*, 525 S.W.3d 671, 681 (Tex. 2017) ("as a matter of law," a party does not breach by exercising its express contractual rights); *see also ATP Tour, Inc. v. Deutscher Tennis Bund*, 91 A.3d 554. 557–58 (Del. 2014) (the bylaws of a Delaware nonstock membership corporation are part of the contractual framework binding the corporation and its members and are enforceable if consistent with law and the certificate of incorporation).

135. The Conference Bylaws expressly reserve to the Big 12 the authority to determine, through the required vote of Disinterested Directors, whether a member institution's conduct warrants sanctions and to impose sanctions consistent with the Bylaws.

136. Accordingly, should the Big 12 impose sanctions on TTU pursuant to and consistent with the authority, standards, and procedures set forth in Bylaw 3.6 and the Conference's governing documents, the Big 12 would be exercising its express contractual rights

and would not breach any contract with TTU merely by imposing such sanctions. Such sanctions cannot give rise to a breach of contract claim.

137. The Big 12 therefore requests that the Court enter declaratory judgment in its favor and against TTU as set forth above.

PRAYER FOR RELIEF

The Big 12 asks for judgment against Defendants that will provide declaratory and injunctive relief including but not limited to the following:

A. Declaratory Relief.

1. A declaratory judgment that the First Amendment protects the Conference's right to invoke its authority under its Bylaws to sanction TTU related to its handling of the sports betting activity discussed in this Complaint, including if TTU fields a student-athlete in Big 12 competitions who has engaged in collegiate sports betting activity.
2. A declaratory judgment that imposing such sanctions is not a per se violation of Section 1 of the Sherman Act.
3. A declaratory judgment that the Attorney General's threatened use of the law to prohibit the imposition of such sanctions violates the dormant Commerce Clause.
4. A declaratory judgment that:
   a. Bylaw 3.6 authorizes the Big 12, acting through the required vote of a Supermajority of Disinterested Directors, to determine, after TTU has had notice and an opportunity to be heard, whether TTU has engaged in conduct warranting sanctions;
   b. Bylaw 3.6 authorizes the Big 12, acting through the required vote of a Supermajority of Disinterested Directors, to impose sanctions on TTU if the

Supermajority of Disinterested Directors determine that sanctions are warranted under the Bylaws; and

c. the Big 12 would not breach the Bylaws or any other contract with TTU by imposing sanctions on TTU pursuant to and consistent with this authority, standards, and procedures set forth in Bylaw 3.6 and the Conference's governing documents.

B. Injunctive Relief.

1. A preliminary injunction and a permanent injunction barring Defendants from seeking to deter, coerce, prevent, or punish the Big 12 for exercising its rights under its Bylaws to sanction TTU related to its handling of the sports betting activity discussed in this Complaint, including if TTU fields a student-athlete in Big 12 competitions who has engaged in collegiate sports betting activity.

C. Costs and Attorneys' Fees. Costs and attorneys' fees pursuant to any applicable statute or authority, including 42 U.S.C. § 1988.

June 14, 2026

Respectfully submitted,

/s/ *Natali Wyson*

Natali Wyson (TX Bar No. 24088689)
Margaret H. Allen (TX Bar No. 24045397)
Christopher J. Van Slyke (TX Bar No. 24143480)
SIDLEY AUSTIN LLP
2323 Cedar Springs, Suite 2600
Dallas, TX 75201
Tel.: 214.981.3300
Fax.: 214.981.3400
margaret.allen@sidley.com
nwyson@sidley.com
christopher.vanslyke@sidley.com

Benjamin R. Nagin (*pro hac vice* forthcoming; NY Bar No. 2837078)
Eamon P. Joyce (*pro hac vice* forthcoming; NY Bar No. 4104865)
SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, NY 10019
Tel.: 212.839.5300
Fax.: 212.839.5599
bnagin@sidley.com
ejoyce@sidley.com

Jacob Steinberg-Otter (*pro hac vice* forthcoming; D.C. Bar No. 90003886)
SIDLEY AUSTIN LLP
1501 K Street NW
Washington, DC 20005
Tel.: 202.736.8000
Fax.: 202.736.8711
jacob.steinbergotter@sidley.com

COUNSEL FOR PLAINTIFF THE BIG 12 CONFERENCE, INC.

EXHIBIT 1

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:28 PM 06/12/2013
FILED 12:28 PM 06/12/2013
SRV 130766263 - 2521169 FILE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE BIG TWELVE CONFERENCE, INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

The Big Twelve Conference, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (as now in effect and as in the future may be amended, the "DGCL"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is The Big Twelve Conference, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on June 30, 1995, under the name The Big Twelve Conference, Inc.

2. This corporation filed a Restated Certificate of Incorporation of The Big Twelve Conference, Inc. with the Secretary of State of the State of Delaware on April 15, 1996.

3. This Amended and Restated Certificate of Incorporation of The Big Twelve Conference, Inc. restates and amends such Restated Certificate of Incorporation and was duly adopted in accordance with the provisions of the DGCL.

4. The text of the Certificate of Incorporation of The Big Twelve Conference, Inc. is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the corporation (the "Corporation") is The Big 12 Conference, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, City of Wilmington, County of New Castle, and its registered agent is the Corporation Trust Company.

THIRD: The purposes for which the Corporation is organized are to control and regulate intercolleagiate athletics as institutional activities, to encourage sound academic practices for student-athletes and to establish harmonious intercollegiate relationships among member institutions; and accordingly, the Corporation is empowered to engage in any lawful act or activity for which nonprofit, non-stock corporations may be organized under the DGCL and to conduct or promote any lawful business or purposes not inconsistent with Articles Third, Fourth and Fifth hereof. The Corporation shall be a nonprofit corporation and shall not have authority to issue capital stock.

FOURTH: The Corporation is organized exclusively for charitable, educational and scientific purposes, including the making of distributions to other organizations for such purposes, but only to the extent and in such manner that such purposes constitute exclusively charitable, educational or scientific purposes within the meaning of Section 501(c)(3) of the

Internal Revenue Code of 1986 (the "Code") (or the corresponding provision of any future United States Internal Revenue law). The Corporation is organized exclusively for the benefit of the members of the Corporation, including current members so long as they remain members of the Corporation, and any future members.

FIFTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third and Fourth hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence public legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue law).

SIXTH: The affairs and business of the Corporation shall be managed and conducted by a Board of Directors in accordance with the Bylaws. The directors shall elect the regular officers of the Corporation in the manner provided by the Bylaws. To the fullest extent permitted by the DGCL, a director of this Corporation shall not be liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

SEVENTH: Membership in the Corporation shall be determined in accordance with the provisions set forth in the Bylaws, but shall be limited to colleges and universities that are exempt from taxation pursuant to Section 115 of the Code as a state or local government or Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law). A new member may be added or a current member may be removed only in accordance with the Bylaws.

EIGHTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute the remaining assets of the Corporation to its members equally, but if at the time of dissolution any member is not qualified for exempt status either as an exempt organization under Section 501(c)(3) of the Code or as a state of local government under Section 115 of the Code (or the corresponding provision of any future United States Internal Revenue law), such member's share shall be reallocated among the other qualified members. If no member is qualified under such provisions of the Code, then the Board of Directors shall distribute the remaining assets for one or more exempt purposes within the meaning of 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law) or shall distribute such assets to the Federal government, or to a state or local government, for a public purpose, as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Court of Chancery of the State of Delaware in and for the county in which the

registered office of the Corporation in Delaware is then located, exclusively for such purposes, or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purposes.

NINTH: The Corporation shall indemnify the directors, the Faculty Athletics Representatives, the Athletics Directors, Senior Woman Administrators, officers and the Corporation staff, or any of them, and may indemnify others as permitted by the DGCL as authorized by the Board of Directors (each, a "Covered Person"), against any costs (including attorneys' fees), expenses, judgments, fines, and other amounts reasonably incurred by such Covered Persons, or any of them in connection with any claim demand, suit, or proceeding, civil or criminal, arising out of and related to acts performed while such Covered Persons are serving in official capacities on behalf of the Corporation (including but not limited to persons serving as officers or committee members) to the fullest extent permitted under the DGCL. In addition, the Corporation may enter into such agreements to indemnify any or all Covered Persons, or purchase and maintain insurance coverage by or on their behalf, as approved by the Board of Directors.

TENTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered, in the manner provided in the Bylaws of the Corporation, to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Delaware or with this Certificate of Incorporation.

ELEVENTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law; provided, however, that no amendment shall authorize the Board of Directors or the members to conduct the affairs of the Corporation in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law).

TWELFTH: The number and appointment of directors shall be determined in the manner provided herein and in the Bylaws.

THIRTEENTH: Except for those rights expressly vested in the members as set forth in the Bylaws, all powers of the Corporation are hereby vested in the Board of Directors. Accordingly, to the extent that the members have any rights under the DGCL to take any action for or on behalf of the Corporation, the members and the Corporation acknowledge and agree that the members may take any such action acting in unanimity only, and each member shall be entitled to one vote on all such matters submitted to a vote at a meeting of members.

FOURTEENTH:

A. Except as set forth in Section 1.5.2 of the Bylaws (or its successor), the Board of Directors may take action on any matter in accordance with the Bylaws by: (i) written consent signed by all directors who are Disinterested Directors (as defined below) with respect to the matter being voted on, in accordance with Section 1.6.8 of the Bylaws (or its successor); or (ii) the affirmative vote of a majority of the Disinterested Directors

Entitled to Vote (as defined below) Present (as defined below) at a duly called meeting at which a quorum is Present in accordance with Section 1.6.7 of the Bylaws (or its successor). For purposes hereof, the following defined terms have the meanings ascribed to them below:

i. The term "Disinterested Director(s)" with respect to any issue shall mean each person who: (i) is then duly qualified and serving as a member of the Board of Directors pursuant to Sections 1.5.3 and 1.5.4 of the Bylaws (or their respective successors); (ii) is the director representative of a member that has not Withdrawn (as defined in the Bylaws) and has not been precluded from voting on the matter in question as a Sanctioned (as defined in the Bylaws) member; and (iii) is not an Interested Director (as defined below) with respect to such issue.

ii. The term "Disinterested Director(s) Entitled to Vote" with respect to any issue shall mean each Disinterested Director who: (i) is Present at a duly called meeting at which such issue is to be considered; or (ii) signs a written consent with respect to such issue in accordance with Section 1.6.8 of the Bylaws (or its successor).

iii. The term "Interested Director(s)" with respect to any issue means any director who has personally, or as to which the member that such director represents has institutionally, a direct or indirect material interest in the subject matter of the issue (or series of related issues) being considered by the Board of Directors, that, in the judgment of a majority of the other directors who are not Interested Directors with respect to such issue or series related issues, could reasonably be expected to impact adversely the objectivity of such director in voting on such issue or issues. The interests that all members have in common as the beneficial members of the Corporation (even if such interests have disparate effects among members) will not, in and of itself, cause the director representing such member to be an Interested Director with respect to an issue or issues impacting all Members as the beneficial members of the Corporation. Any director who has been determined to be an "Interested Director" in accordance with the foregoing may appeal such determination only in accordance with the following: (i) such director shall submit a written appeal to the Commissioner and the highest ranking officer of the Board of Directors who has not been determined to be an Interested Director with respect to such issue, if any; (ii) the Commissioner and such highest ranking officer (if any) shall mutually determine and promptly notify such Interested Director with respect to their (or if there is no such officer, the Commissioner's) determination on the matter, which determination shall set forth whether such director is deemed to be an "Interested Director" on the matter in question; and (iii) the determination made by the Commissioner and any such highest ranking officer of the Board of Directors shall be final and binding on the director(s) appealing the initial determination by the other directors.

iv. The term "Majority of Disinterested Directors" with respect to any issue shall mean a majority of all persons who are Disinterested Directors with

respect to such issue, whether or not they are Present at a meeting considering such issue or sign a written consent with respect to such issue.

v. The terms "Present" or "Presence" as used in herein with respect to any meeting of the Board of Directors or a meeting of a committee designated by the Board of Directors shall mean participation by a person in person at or by means of Remote Access (as defined in the Bylaws) in the meeting.

vi. The term "Supermajority of Disinterested Directors" with respect to any issue shall mean seventy-five percent (75%) or more of all persons who are Disinterested Directors with respect to such issue, whether or not each is Present at a meeting considering such issue or signs a written consent with respect to such issue.

B. The number of members of the Board of Directors shall equal the number of members in the Corporation that have not Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors, consisting of one (1) representative for each such member, who shall be the most senior campus executive officer (President or Chancellor) (the "Chief Executive Officer") of each member. Prior to each Annual Meeting (as defined in the Bylaws) held pursuant to Section 1.6.1 of the Bylaws (or its successor), each member shall certify to the Corporation the name of its Chief Executive Officer and such person shall be automatically appointed as a director as provided in the Bylaws and shall hold office until his or her successor has been appointed; provided, however, that each member shall be deemed to have certified to the Corporation that there has been no change in its Chief Executive Officer then serving on the Board of Directors if the Corporation does not receive such certification at or prior to an Annual Meeting. Such appointment is automatic and no other vote or action of the members or directors shall be required to elect or appoint as a director the individual certified as the Chief Executive Officer of a member. Because of the special relationship of the directors to the members, a director may not be removed as long as the director is the Chief Executive Officer of a member.

C. In the case of a director's death, disqualification, resignation or removal from office as the Chief Executive Officer of a member (excluding directors representing members that have Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors) then (i) such director shall thereafter no longer be a director or member of the Board of Directors for any purpose (without the need for any additional action by the Board of Directors or the Corporation) and (ii) the member whose Chief Executive Officer created such vacancy shall as soon as is reasonably possible thereafter certify to the Corporation the name of its successor Chief Executive Officer and such person shall be automatically appointed to serve as a director; provided, however, that for the period beginning on the date such vacancy was created and the date on which a new Chief Executive Officer of such member is hired, certified and appointed as a director, the member may appoint an individual to serve as the member's director representative in such interim period. Similarly, in the event the number of directors is increased due to an increase in the number of members, the additional member(s) shall certify to the Corporation the name of its Chief Executive Officer and such person(s) shall be

automatically appointed to serve as a director(s) and shall serve until his or her successor has been appointed.

D. It is the intent of all members that persons elected as directors fulfill their fiduciary duties of care by attending meetings and otherwise participating in Board of Directors and Committee (as defined in the Bylaws) meetings to the maximum extent possible and that directors shall not act by proxy. However, the members acknowledge that from time to time, legitimate reasons may cause an elected director to be unable to be Present at a given Board of Directors or Committee meeting. In such events, to avoid disenfranchisement of the member at that meeting, the members authorize the Commissioner, after consultation with the director in question, in the Commissioner's sole discretion (subject to a contrary determination by the Executive Committee), to consider authorizing that director to appoint a substitute (a "Substitute") to participate as the director representing such member at a given Annual Meeting, Regular Meeting, or Special Meeting (each as defined in the Bylaws) to act in the director's stead at such meeting. In the event that the Commissioner approves the appointment of a Substitute director for such meeting, the director who will be absent will be deemed to resign from the Board of Directors for such meeting and the Substitute representative shall be deemed to be appointed to serve on the Board of Directors for purposes of such meeting only, without the need for further action by the Board of Directors, and all such Substitutes shall count as directors for purposes of establishing a quorum, determining votes, and for all other purposes at such meeting, except as set forth in Section 1.5.5.2 of the Bylaws. At the conclusion of such meeting, the Substitute shall be deemed to have resigned and the original director to have been reappointed to his or her position effective as of the adjournment of such meeting.

E. Except as may be otherwise specifically provided by statute, by this Certificate of Incorporation or by the Bylaws, seventy percent (70%) or more of the Disinterested Directors with respect to the matters to be considered at any meeting shall constitute a quorum for the transaction of business; provided, however, that if less than seventy percent (70%) or more of such Disinterested Directors are present at said meeting, a majority of such Disinterested Directors present may adjourn the meeting from time to time without further notice. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum. The vote of a director on any matter shall not be divulged by the Corporation or by any other director in press announcements, unless such director expressly consents in advance to such disclosure; provided, however, that nothing herein shall prevent the Corporation or the directors from divulging the total number of votes for or against or abstaining from a vote. Once a quorum is present at a meeting, business may continue to be conducted at the discretion of the Chair of the Board even if directors subsequently leave the meeting.

F. Any action that is required to be or may be taken at a meeting of the directors may be taken without a meeting if consents in writing, setting forth or indicating by reference to a separate communication the action(s) to be taken, are signed by all of the Disinterested Directors with respect to the issue subject to such action. Such consents shall have the same force and effect as a unanimous vote of the directors at a meeting

duly held, and may be stated as such in any certificate or document filed under the DGCL. Such consents shall be filed with the minutes of the meetings of the Board of Directors.

IN WITNESS WHEREOF, the Corporation, as authorized and directed by its Board of Directors, has caused this Amended and Restated Certificate of Incorporation to be executed by its Commissioner, this 7th day of June, 2013.

Robert A. Bowlsby, II
CEO/Commissioner

EXHIBIT 2

Big 12 Conference Sports Betting Policy (approved 8/17/2023)

The Big 12 Conference is committed to maintaining the integrity of the Big 12 competitions and that of its members, student-athletes, coaches, and staff. NCAA rules prohibit student-athletes and staff from participating in sports wagering activities and from providing information to individuals involved in or associated with any type of sports wagering activities concerning intercollegiate, amateur, or professional athletics competitions.

Sports wagering has the potential to undermine the integrity of sports competitions and jeopardize the well-being of student-athletes and the intercollegiate athletics community. It also demeans the competition and competitors alike by spreading a message that is contrary to the purpose and meaning of "sport."

The Big 12 has partnered with U.S. Integrity (USI) since 2019 on sports betting integrity monitoring for football, men's and women's basketball, and game officials for football. Beginning with the 2023/2024 academic year, the Big 12 and its members will expand the partnership with USI. As a result of that expanded partnership, the following services will be mandated by the Conference for Big 12 Member Institutions. Institutions shall work confidentially and collaboratively with the Conference office and USI on sports betting matters that may arise. All Conference and USI sports betting matters will retain the utmost confidentiality and sensitivity during investigations.

In addition, each Institution shall adopt and implement its own sports wagering policy to codify the following USI services.

Integrity Monitoring

- Integrity monitoring for the Conference and institutions on all Big 12 sponsored sports that have a sports betting handle will be provided on a weekly basis during the competition and postseasons. Each Institution is required to engage with USI to create customized investigation centers. Each institution shall also designate a full-time athletics staff member to coordinate with USI and Conference to manage betting activity reporting on contests and situations that may contain nefarious activity.

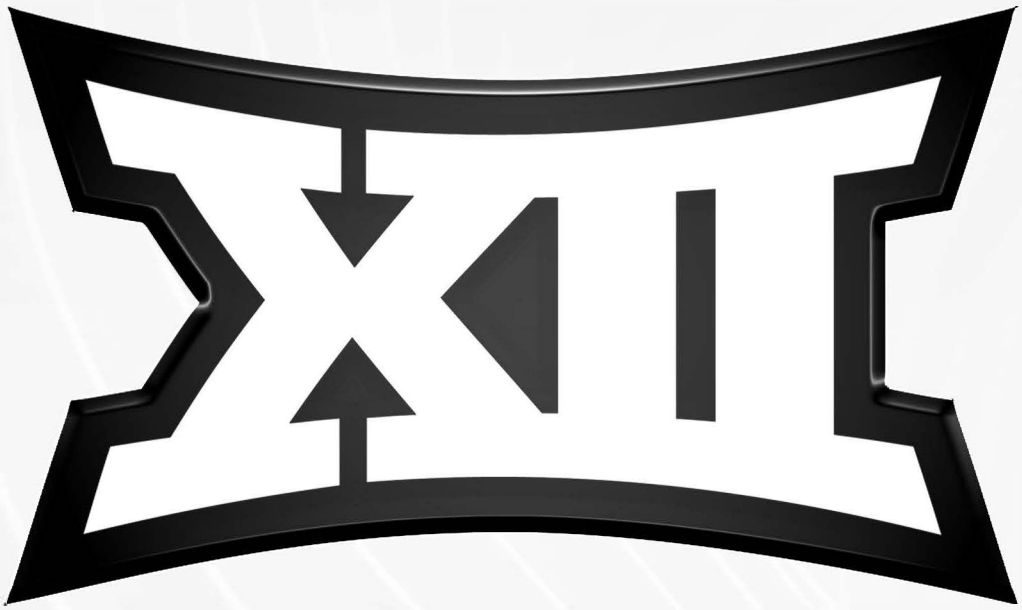
Education

- USI will provide in-person sports betting education for all student-athletes, coaches, and staff. Each institution at its own expense shall schedule onsite betting education programming for student-athletes, coaches, and athletics staff. The Conference will annually provide educational materials for institutions and game officials.

Prohibet (Control Mechanism)

- Institutions and Conference staff shall use Prohibet, USI's prohibited bettor solution. ProhiBet ensures any prohibited individuals (athletes, coaches, or any other persons that regulators or sports properties deem as prohibited) cannot establish accounts or actively wager without regulator/sports property notification. The solution encrypts all data at the source such that all PII ("Personal Identifiable Information") is never shared outside of the authorized parties and notifies the authorized parties in real-time of potential prohibited account openings/wagering activity.

EXHIBIT 3



BIG 12 CONFERENCE

CONFERENCE HANDBOOK

2025-26

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GENERAL INFORMATION

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SECTION I.I- OFFICES

1.1 Offices. The principal office of The Big 12 Conference, Inc., a Delaware corporation (the "Conference"), is 5215 N. O'Connor Blvd., Suite 1650, Irving, Texas, 75039, or such other location as the Board of Directors (as defined below) may designate from time to time (the "Principal Office").

SECTION I.2- MEMBERSHIP

1.2.1 Name. The legal name of the Conference is The Big 12 Conference, Inc.

1.2.2 Membership. The members of the Conference (each a "Member" and together, the "Members") effective as of August 2, 2024, are:

University of Arizona	Iowa State University
Arizona State University	University of Kansas
Baylor University	Kansas State University
Brigham Young University	Oklahoma State University
University of Central Florida	Texas Christian University
University of Cincinnati	Texas Tech University
University of Colorado	University of Utah
University of Houston	West Virginia University

1.2.3 Agreement to Membership. Each Member agrees with the Conference and with each of the other Members to remain a member of the Conference until the later of (i) June 30, 2031 (the expiration of the Conference's Second Amended and Restated Grant of Rights) as of the date of adoption of this Bylaw or (ii) such later date as is the expiration date of any future Grant of Rights that each Member may enter into with the Conference. As used herein the term "Grant of Rights" shall mean any agreement, including any subsequent amendments and restatements thereof, that grants to the Conference all rights necessary for the Conference to perform its contractual obligations set forth in its Media Rights Agreements, and the term "Media Rights Agreement" shall mean any agreement or agreements that grant the right to one or more third parties to distribute audio and video productions of at least a majority of the regular-season varsity football and men' and women's basketball games involving at least one of its Members via any means of distribution.

1.2.4 Qualification. All Members of the Conference shall be institutions of higher education that hold Division I membership in the National Collegiate Athletic Association ("NCAA"), that support the mission of the Conference, and that meet the qualifications set forth in the Amended and Restated Certificate of Incorporation of the Conference (as amended from time to time, the "Certificate"), these Bylaws (as defined below), and the Rules (as defined below). Sections 1, 2, 3 and 4 hereof shall together constitute the Bylaws of the Conference (the "Bylaws") and shall not be altered, amended, or repealed except in accordance

with Section 1.10 hereof. Sections 5 et. seq. thereafter (the "Rules") as amended from time to time hereafter, shall constitute the Rules as that term is used herein and may be adopted and amended as provided therein.

SECTION I.3- MISSION AND INSTITUTIONAL RESPONSIBILITY

1.3.1 Mission. The mission of the Conference is to:

1.3.1.1 Advance standards of scholarship, sportsmanship and equity consistent with the highest ideals of Conference membership.

1.3.1.2 Support the development of national-championship caliber intercollegiate athletic programs.

1.3.1.3 Organize, promote and administer intercollegiate athletics among its member institutions.

1.3.1.4 Optimize revenues and provide supporting services compatible with both academic and competitive excellence.

1.3.1.5 Encourage collaboration in areas beyond athletics that builds good-will between institutions and promotes the overall missions of the universities.

1.3.2 Adherence to NCAA and College Sports Commission Rules. All Members of the Conference are committed to complying with NCAA and College Sports Commission rules and policies. Accordingly, Members shall demonstrate institutional control and ensure that authority for the intercollegiate athletics program is vested in the campus chief executive officer of such Member. In addition, the conduct of Members shall be fully committed to compliance with the rules and regulations of the NCAA, the College Sports Commission, and of the Conference. Each Member accepts the primary responsibility for the administration of rules and regulations, for investigating known or alleged violations at that institution, and for taking prompt and effective corrective actions where violations have occurred. On a regular basis, the Conference, through its Commissioner and others designated by the Commissioner, shall provide information and instructions to institutional personnel to assist the Members in their efforts to administer and enforce NCAA and College Sports Commission rules and regulations.

1.3.2.1 Compliance Reviews. To further assist each Member in maintaining institutional control, the Conference, in cooperation with an outside firm, shall review or provide relevant programming to each institutional compliance program on a regular basis. The specific procedures for the review shall be developed by the Conference.

SECTION I.4- MEMBERS

1.4.1 Rights of Members. Except for any Member that has Withdrawn (as defined below), or is subject to Sanctions (as defined below) to the contrary with respect

to any right, each Member, in its capacity as a member of the Conference, shall have the right and obligation, and only the right, to: (i) certify to the Conference the name of its Chief Executive Officer (as defined below) and have such individual automatically appointed to serve as a Director on the Board of Directors; (ii) receive distributions of Conference revenue in accordance with these Bylaws and the Rules; and (iii) participate in Conference athletic events in accordance with these Bylaws and the Rules.

SECTION I.5- DIRECTORS

1.5.1 General Powers. Subject to any limitations of these Bylaws, of the Certificate, and of the General Corporation Law of Delaware, as it may be amended from time to time hereafter (the "DGCL"), as to actions that shall be authorized or approved by the Members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Conference shall be managed by the Board of Directors in accordance with these Bylaws.

1.5.1.1 Except as set forth in Section 1.5.2 below, the Board of Directors may take action on any matter in accordance with these Bylaws by: (i) written consent signed by all Directors who are Disinterested Directors (as defined below) with respect to the matter being voted on, in accordance with Section 1.6.8 below; or (ii) the affirmative vote of a majority of the Disinterested Directors Entitled to Vote (as defined below) Present (as defined below) at a duly called meeting at which a quorum is Present in accordance with Section 1.6.7 below.

1.5.2 Actions Requiring the Vote of a Majority of Disinterested Directors and a Supermajority of Disinterested Directors.

(a) The following actions may be taken only if approved by the affirmative vote of a Majority of Disinterested Directors (as defined below):

(1) Development and revision of long-range plans for the Conference;

(2) Approval of any contract of the Conference that can be expected to involve more than ten percent (10%) of the income or expenditures for the Conference for a fiscal year;

(3) Hiring, termination, and the employment (including approval of the terms of any employment agreement) of the Commissioner of the Conference;

(4) Approval of the operating budget of the Conference for each fiscal year;

(5) Initiation or settlement of any litigation involving the Conference;

(6) Selection and discharge of the accounting and law firms for the Conference; and

(7) Selection of the location of the headquarters of the Conference, including the location of the real estate and approval of real estate leases.

(b) The following actions may be taken only if approved by the affirmative vote of a Supermajority of Disinterested Directors (as defined below):

(1) Amendments or modifications to the role and authority of the Board of Directors and the Advisory Committees (as defined in the Rules);

(2) The dissolution, liquidation, winding-up, merger, sale, or transfer of all or substantially all of the assets of the Conference;

(3) Admission of a new Member or amendment of Section 1.2.2, 1.2.3, or 1.2.4 above;

(4) Sanction of any Member, as set forth in Section 3 below;

(5) Any action with respect to a Withdrawing Member as set forth in Section 3 below;

(6) Approval or modification of contracts for the provision of teams to bowl games in intercollegiate football; and

(7) Approval or modification of: (i) Section 2 below or any other policies and procedures relating to the revenue distribution to the Members; and (ii) the establishment and funding of, terms or, maintenance of, and release or dissolution of, any reserves funded with Conference assets or revenues pursuant to Section 2.5 below.

1.5.2.2 As used in these Bylaws, the following terms shall apply:

(a) The term "Disinterested Director(s)" with respect to any issue shall mean each person who: (i) is then duly qualified and serving as a member of the Board of Directors pursuant to Sections 1.5.3 and 1.5.4 below; (ii) is the Director representative of a Member that has not Withdrawn and has not been precluded from voting on the matter in question as a Sanctioned Member; and (iii) is not an Interested Director (as defined below) with respect to such issue.

(b) The term "Disinterested Director(s) Entitled to Vote" with respect to any issue shall mean each Disinterested Director who: (i) is Present at a duly called meeting at which such issue is to be considered; or (ii) signs a written consent with respect to such issue in accordance with Section 1.6.8 below.

(c) The term "Interested Director(s)" with respect to any issue means any Director who has personally, or as to which the Member that such Director represents has institutionally, a direct or indirect material interest in the subject matter of the issue (or series of related issues) being considered by the Board of Directors, that, in the judgment of a majority of the other Directors who are not Interested Directors with respect to such issue or series related issues, could reasonably be expected to impact adversely the objectivity of such Director in voting on such issue or issues. The

interests that all Members have in common as the beneficial members of the Conference (even if such interests have disparate effects among Members) will not, in and of itself, cause the Director representing such Member to be an Interested Director with respect to an issue or issues impacting all Members as the beneficial members of the Conference. Any Director who has been determined to be an "Interested Director" in accordance with the foregoing may appeal such determination only in accordance with the following: (i) such Director shall submit a written appeal to the Commissioner and the highest ranking officer of the Board of Directors who has not been determined to be an Interested Director with respect to such issue, if any; (ii) the Commissioner and such highest ranking officer (if any) shall mutually determine and promptly notify such Interested Director with respect to their (or if there is no such officer, the Commissioner's) determination on the matter, which determination shall set forth whether such Director is deemed to be an "Interested Director" on the matter in question; and (iii) the determination made by the Commissioner and any such highest ranking officer of the Board of Directors shall be final and binding on the Director(s) appealing the initial determination by the other Directors.

(d) The term "Majority of Disinterested Directors" with respect to any issue shall mean a majority of all persons who are Disinterested Directors with respect to such issue, whether or not they are Present at a meeting considering such issue or sign a written consent with respect to such issue.

(e) The terms "Present" or "Presence" as used in these Bylaws with respect to any meeting of the Board of Directors or a meeting of a committee designated by the Board of Directors shall mean participation by a person in person at or by means of Remote Access (as defined below) in the meeting.

(f) The term "Supermajority of Disinterested Directors" with respect to any issue shall mean seventy-five percent (75%) or more of all persons who are Disinterested Directors with respect to such issue, whether or not each is Present at a meeting considering such issue or signs a written consent with respect to such issue.

1.5.3 Number, Election and Term. The number of members of the Board of Directors of the Conference (the "Board of Directors") shall equal the number of Members in the Conference that have not Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors, consisting of one (1) representative for each such Member, who shall be the most senior campus executive officer (President or Chancellor) (the "Chief Executive Officer") of each Member. Prior to each Annual Meeting (as defined below) held pursuant to Section 1.6.1, each Member shall certify to the Conference the name of its Chief Executive Officer and such person shall be automatically appointed as a Director as provided in these Bylaws and shall hold office until his or her successor has been appointed; provided, however, that each Member shall be deemed to have certified to the

Conference that there has been no change in its Chief Executive Officer then serving on the Board of Directors if the Conference does not receive such certification at or prior to an Annual Meeting. Such appointment is automatic and no other vote or action of the Members or Directors shall be required to elect or appoint as a Director the individual certified as the Chief Executive Officer of a Member. Because of the special relationship of the Directors to the Members, a Director may not be removed as long as the Director is the Chief Executive Officer of a Member.

1.5.4 Vacancies. In the case of a Director's death, disqualification, resignation or removal from office as the Chief Executive Officer of a Member (excluding Directors representing Members that have Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors) then (i) such Director shall thereafter no longer be a Director or member of the Board of Directors for any purpose (without the need for any additional action by the Board of Directors or the Conference) and (ii) the Member whose Chief Executive Officer created such vacancy shall as soon as is reasonably possible thereafter certify to the Conference the name of its successor Chief Executive Officer and such person shall be automatically appointed to serve as a Director; provided, however, that for the period beginning on the date such vacancy was created and the date on which a new Chief Executive Officer of such Member is hired, certified and appointed as a Director, the Member may appoint an individual to serve as the Member's Director representative in such interim period. Similarly, in the event the number of Directors is increased due to an increase in the number of Members, the additional Member(s) shall certify to the Conference the name of its Chief Executive Officer and such person(s) shall be automatically appointed to serve as a Director(s) and shall serve until his or her successor has been appointed.

1.5.5 Substitutes for Directors. It is the intent of all Members that persons elected as Directors fulfill their fiduciary duties of care by attending meetings and otherwise participating in Board of Directors and Committee (as defined below) meetings to the maximum extent possible and that Directors shall not act by proxy. However, the Members acknowledge that from time to time, legitimate reasons may cause an elected Director to be unable to be Present at a given Board of Directors or Committee meeting. In such events, to avoid disenfranchisement of the Member at that meeting, the Members authorize the Commissioner, after consultation with the Director in question, in the Commissioner's sole discretion (subject to a contrary determination by the Executive Committee), to consider authorizing that Director to appoint a substitute (a "Substitute") to participate as the Director representing such Member at a given Annual Meeting, Regular Meeting (as defined below), or Special Meeting (as defined below) to act in the Director's stead at such meeting. In the event that the Commissioner approves the appointment of a Substitute Director for such meeting, the Director who will be absent will be deemed to resign from the Board of Directors for such meeting and the Substitute representative shall be deemed to be appointed to serve on the Board of Directors for purposes of such meeting only, without the need for further action by the Board of Directors, and all such Substitutes shall count as Directors for purposes of establishing a quorum, determining votes, and for all other purposes at such meeting, except as set forth in Section 1.5.5.2 below. At the conclusion of such

meeting, the Substitute shall be deemed to have resigned and the original Director to have been reappointed to his or her position effective as of the adjournment of such meeting.

1.5.5.1 Each Substitute appointed pursuant to Section 1.5.5 and each interim Director appointed pursuant to Section 1.5.4 above must be a senior administrator or academic officer of the Member that he or she is being appointed to represent, but may not be a member of the other governance groups of the Conference appointed pursuant to Section 5.1 of the Rules.

1.5.5.2 No action may be taken by the Board of Directors or any Committee at any meeting if it is not approved by a majority of the Disinterested Directors Entitled to Vote, excluding in both the numerator and denominator of this calculation any Substitutes participating in such meeting.

1.5.6 Compensation. Directors shall not receive compensation for their services. Each Member will pay the expenses of its Director with respect to matters of the Conference, including but not limited to attendance at meetings of the Board of Directors.

SECTION I.6- MEETINGS OF THE BOARD OF DIRECTORS

1.6.1 Annual Meetings. At least one (1) meeting each fiscal year (each an "Annual Meeting") of the Board of Directors shall be held at such time and place as may be fixed by the Board of Directors. The Annual Meeting shall be held in May or June of each year unless otherwise approved by the Board of Directors.

1.6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as approved by the Board of Directors (each a "Regular Meeting"). In addition to the Annual Meeting of the Board of Directors, there shall be at least one (1) Regular Meeting of the Board of Directors each fiscal year.

1.6.3 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair of the Board (as defined below), the Executive Committee, or forty percent (40%) or more of the Disinterested Directors with respect to the matters to be considered at such meeting (each a "Special Meeting"), notice for which shall be given in accordance with Section 1.6.4 below.

1.6.4 Form of Meetings and Notice. Any meeting of the Board of Directors may be held (i) in person or (ii) by teleconference, video-conference, webinar, internet online meeting, or similar communication equipment or platforms, or any combination of the foregoing, as long as all persons participating in the meeting can speak to and be heard by each other person (such means of access listed in this clause (ii) being referred to herein as "Remote Access").

1.6.4.1 Notice of any meeting ("Notice") shall be given no later than the close of regular business at the Conference's Principal Office on the day that is the third (3rd) Business Day (as defined below) prior to the day that on which the meeting is to be held (counting the day on which the notice is given but not

the day of the meeting) by: (i) written notice delivered personally, by facsimile, U.S. Mail, overnight delivery service, or electronic mail; or (ii) posting to an electronic network or other form of electronic transmission or website or portal or other method of delivery that may be approved from time to time by the Directors for such purpose. Such notice shall be deemed to be given when deposited in the United States mail or delivered to the overnight delivery service in a sealed envelope addressed to the Director at such Director's address as it appears in the Rules, or as given by the Director to the Conference for purposes of notice, with postage or delivery charge prepaid; when directed to the electronic mail address or number of such Director as it appears in the directory accompanying the Conference Handbook, or as given by the Director to the Conference for purposes of notice; or when posted to an approved electronic network or other form of electronic transmission or website or portal or other approved method of delivery in a manner that can be accessed by all Directors entitled to such Notice. As used herein, the term "Business Day" means any day other than Saturday, Sunday, and any days on which state banks are closed for business in the location of the Principal Office.

1.6.4.2 The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express and sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Notice may be waived in writing or by electronic transmission by any Director, whether before or after the meeting.

1.6.5 Place of Meeting. Meetings of the Board of Directors shall be held at such place as shall be provided for in the resolution, notice, waiver of notice or call of such meeting, or if not otherwise designated, at the Principal Office of the Conference.

1.6.6 Conduct of Meeting. The Chair of the Board shall preside over and shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting.

1.6.7 Quorum. Except as may be otherwise specifically provided by statute, by the Certificate or by these Bylaws, seventy percent (70%) or more of the Disinterested Directors with respect to the matters to be considered at any meeting shall constitute a quorum for the transaction of business; provided, however, that if less than seventy percent (70%) or more of such Disinterested Directors are present at said meeting, a majority of such Disinterested Directors present may adjourn the meeting from time to time without further notice. The Directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. The vote of a Director on any matter shall not be divulged by the Conference or by any other Director in press announcements, unless such Director expressly consents in advance to such disclosure; provided, however, that nothing herein shall prevent the Conference or the Directors from divulging the total number of votes for or against or abstaining from a vote. Once

a quorum is present at a meeting, business may continue to be conducted at the discretion of the Chair of the Board even if Directors subsequently leave the meeting.

1.6.8 Actions of the Board of Directors Without a Meeting. Any action that is required to be or may be taken at a meeting of the Directors may be taken without a meeting if the number of Disinterested Directors necessary to take that action at a meeting consents in writing, setting forth or indicating by reference to a separate communication the action(s) to be taken, are signed by all of the Disinterested Directors with respect to the issue subject to such action. Such consents shall have the same force and effect as a vote of the Directors at a meeting duly held, and may be stated as such in any certificate or document filed under the DGCL. Such consents shall be filed with the minutes of the meetings of the Board of Directors.

1.6.9 Participation. Members of the Board of Directors, or of any Committee (as defined below) designated by the Board of Directors, may participate in a meeting of the Board of Directors, or Committee, in person or by means of Remote Access; participation in a meeting in either such manner shall constitute Presence at the meeting for quorum and all other purposes.

1.6.10 Committees. The Board of Directors may authorize and designate, from time to time or on a regular basis, two or more Directors to constitute a committee of the Board of Directors (each, a "Committee"), and any such Committee, subject to the provisions of Section 1.5.2, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors establishing the Committee or its charter, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Conference. At all times the Conference shall have Committees designated as the Executive Committee and the Audit Committee, unless a majority of the Disinterested Directors Entitled to Vote affirmatively elects not to establish one or more of such Committees. In addition, a majority of the Disinterested Directors Entitled to Vote may authorize and establish, from time to time or on a regular basis, such other standing or special committees as it may deem advisable to act as an advisory committee to the Board of Directors. The members, terms and authority of such committees shall be established by the Board of Directors and may be set forth in the Rules (which terms applicable to such committees are incorporated by reference into these Bylaws and made a part hereof in all respects) or in the resolutions of the Board of Directors establishing such committees.

1.6.11 Executive Committee. The Executive Committee shall be comprised of the Chair of the Board, the Secretary/Treasurer and any Vice-Chair of the Board (as defined below) appointed as Officers of the Conference and two at-large members from the Board of Directors. The Board of Directors may also appoint a Director as the Conference's representative to the NCAA Division I Board of Directors, in which event such Director shall also be a member of the Executive Committee. The Executive Committee shall have full power and authority to act on behalf of the Board of Directors: (i) when expressly authorized in advance to do so by the Board; or (ii) in exigent circumstances that do not reasonably allow for action by the full

Board of Directors by written consent or a meeting. Provided, however, the Executive Committee shall not have the power in and of itself to take any of the actions expressly set forth in Section 1.5.2. The Executive Committee shall report at each Annual Meeting, Regular Meeting or Special Meeting such matters considered or actions taken by it since the last meeting of the Board of Directors.

1.6.12 Finance, Budget, and Audit Committee. The Finance, Budget, and Audit Committee shall be comprised of the Secretary/Treasurer and two (2) other Directors. The Committee shall review the financial statements of the Conference, shall perform such other duties and be vested with such authority as set forth in the charter of the Audit Committee adopted in accordance with Section 1.6.10, and shall have and may exercise all of the powers and authority as the Board of Directors may otherwise establish from time to time by resolution.

1.6.13 Written Signatures, Consents, or Agreements. When any provision of these Bylaws or the DGCL require that a document or other writing be "signed," "consented to in writing" "executed," or "taken or agreed to in writing" or other words of similar effect (including but not limited to any written consents in accordance with Section 1.6.8 above), then that requirement may be satisfied by: (i) a physical signature on any document that evidences the required intent relevant to the issue in question, regardless of form, delivered in physical form, facsimile, PDF or other electronic form of delivery, or other form of delivery; (ii) by any electronic communication that evidences the intent of the sender to consent or agree to the matter in question; or (iii) any other manner that complies with Delaware laws relating to electronic communications, electronic signatures, or other applicable laws.

SECTION I.7- OFFICERS

1.7.1 Number. The corporate officers of the Conference (the "Officers") shall consist of a Chair of the Board, a Commissioner, and a Secretary/Treasurer (all as defined below). The Board of Directors may also elect as Officers one or more Vice-Chairs, one or more Assistant Secretaries, one or more Assistant Treasurers, and one or more Subordinate Officers (all as defined below). Any two or more offices may be held by the same person. All Officers of the Conference, as between themselves and the Conference, shall have such authority and perform such duties in the management of the property and affairs of the Conference as may be provided in these Bylaws or as are established by resolution of the Board of Directors.

1.7.2 Appointment and Term of Office. The Officers of the Conference shall be appointed by the Board of Directors at the Annual Meeting, based on the agreed upon rotation. Each Officer shall hold office until his or her successor shall have been duly appointed or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. The Chair of the Board and the Vice-Chair of the Board shall serve for two-year terms. The Vice-Chair of the Board will assume the position of the Chair of the Board after serving as Vice-Chair. The Secretary/Treasurer and the two (2) at-large officers will serve one-year terms. Without the express consent of the Board of Directors, no Member is eligible

to have its representative serve as Chair of the Board more than two (2) years within any six (6) year period.

1.7.3 Vacancies. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other reason, or if any Officer of the Conference, in the judgment of the Board of Directors, is unable to perform the duties of his or her office for any reason, the Board of Directors may choose a successor to fill such vacancy or may delegate the duties of any such vacant office to any other Officer or to any Director of the Conference for the unexpired portion of the term.

1.7.4 Removal; Resignation. Any Officer or agent, including Subordinate Officers, elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Conference would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any Officer may resign at any time upon written notice to the Conference or Board of Directors.

1.7.5 The Chair of the Board and Vice-Chair of the Board. The Chair of the Board of Directors ("Chair of the Board") shall be a Director, and he or she shall preside at meetings of the Board of Directors in accordance with Section 1.6.6 above, the Executive Committee and the Executive Meetings (as set forth in Section 5.3.6 of the Rules, which section is incorporated herein and made a part hereof in all respects) and, subject to the direction and control of the Board of Directors, he or she shall direct the policy and management of the Conference. He or she shall perform such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chair of the Board, the Vice-Chair of the Board of Directors ("Vice-Chair of the Board") shall exercise all of the powers of the Chair of the Board. In the absence of the Vice-Chair of the Board, the Secretary/Treasurer shall exercise all of the powers of the Chair of the Board.

1.7.6 The Commissioner. The Commissioner shall be the chief executive officer of the Conference, subject to the direction and under the supervision of the Board of Directors. The Commissioner shall have general charge of the business affairs and property of the Conference and control over its agents and employees, and shall do and perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board of Directors. The Commissioner shall be responsible for the general supervision of the operations of the Conference and shall employ such support personnel as necessary and that are consistent with the Rules. The Commissioner shall serve as the principal enforcement officer of the Rules and may conduct, or designate others to conduct, investigations of Members as provided in Section 7.2 of the Rules. The Commissioner shall have the responsibility for and is authorized to provide rulings and interpretations of the Rules. The Commissioner shall have the powers ordinarily given to the office of President in a for-profit corporation.

1.7.7 Deputy Commissioner or C-Level Executive. At the request of the Commissioner or in the event of his or her absence, disability or refusal to act, the Deputy Commissioner shall perform all the duties of the Commissioner and when so acting shall have all the powers of and be subject to all the restrictions upon the

Commissioner. In the event of the Deputy Commissioner's absence, disability or refusal to act, a C-Level Executive(s), Vice President(s), or Associate Vice President(s) (or in the event there is more than one C-Level Executive, Vice President, or Associate Vice President, the C-Level Executive, Vice President, or Associate Vice President in the order of their seniority or designation) shall perform all the duties of the Commissioner and when so acting shall have all the powers of and be subject to all the restrictions upon the Commissioner. The Deputy Commissioner, C-Level Executive(s), Vice President(s), or Associate Vice President(s) need not be a member of the Board of Directors. Each of the Deputy Commissioner(s), C-Level Executive(s), Vice President(s), or Associate Vice President(s) shall have such powers and discharge such duties as may be assigned to him or her by the Commissioner or the Board of Directors, but shall not otherwise be a corporate Officer unless expressly designated as a Subordinate Officer by the Board of Directors.

1.7.8 The Secretary/Treasurer. The Secretary/Treasurer shall be a Director and shall: keep the minutes of the Board of Directors; see that all notices are duly given in accordance with the provisions of these Bylaws; have ultimate responsibility for supervision of the funds, securities, receipts and disbursements of the Conference; cause all monies and other valuable effects of the Conference to be deposited in its name and to its credit in such depositories as shall be selected by the Board of Directors or pursuant to authority conferred by the Board of Directors; cause to be kept correct books of account, proper vouchers and other papers pertaining to the Conference's business at the accounting office of the Conference; render to the Board of Directors annually an audited account of the financial condition of the Conference; and perform any other duties as from time to time may be assigned by the Board of Directors. These functions may be performed by other Officers or employees of the Conference under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall serve as a member of the Executive Committee as provided in Section 1.6.11 and of the Audit Committee as provided in Section 1.6.12.

1.7.9 The Assistant Secretary and Assistant Treasurer. The Assistant Secretary and Assistant Treasurer (or in the event there be more than one Assistant Secretary or Assistant Treasurer, in the order of their seniority, designation or election) need not be members of the Board of Directors and shall, upon request or in the absence or disability of the Secretary/Treasurer, perform the duties and exercise the powers of the Secretary/Treasurer, and shall be corporate Officers with the power to bind the Conference and perform such other duties as the Chair of the Board, the Commissioner, or the Board of Directors may designate. At all times, the Commissioner shall serve as an Assistant Secretary and Assistant Treasurer of the Conference.

1.7.10 Subordinate Officers. The Board of Directors may appoint, from time to time, such other corporate Officers as the business of the Conference may require (each a "Subordinate Officer"), each of whom shall be corporate Officers with the power to bind the Conference and have authority and perform such other duties as the Chair of the Board, the Commissioner, or the Board of Directors may designate, and shall hold office until he or she resigns, is removed or is disqualified.

1.7.11 Compensation. The salaries or other compensation of the Officers shall be fixed from time to time by the Board of Directors; provided, however, that those Directors who are Officers shall not be entitled to receive compensation. The power to establish salaries of Officers, other than the Commissioner, may be delegated by the Board of Directors to the Chair of the Board, the Commissioner, or a Committee.

SECTION I.8- CONTRACTS. LOANS. CHECKS AND DEPOSITS

1.8.1 Contracts, Deeds and Other Instruments. Except as otherwise provided in these Bylaws, the Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any deed or other instrument in the name of and on behalf of the Conference, and such authority may be general or confined to specific instances.

1.8.2 Loans. No loans shall be contracted on behalf of the Conference and no evidences of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

1.8.3 Checks, Drafts and Other Documents. All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Conference, shall be signed by such Officer or Officers, agent or agents of the Conference and in such manner as shall from time to time be determined by the Board of Directors. Endorsement of instruments for deposit to the credit of the Conference in any of its duly authorized depositories may be made by rubber stamp of the Conference or in such other manner as the Board of Directors may from time to time determine.

1.8.4 Deposits. All funds of the Conference not otherwise employed shall be deposited from time to time to the credit of the Conference in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION I.9- FISCAL YEAR

1.9 Fiscal Year. Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Conference shall extend from the first day of July to the last day of June of each year, both dates inclusive.

SECTION I.10- AMENDMENTS

1.10 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws may be approved by the Board of Directors at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose only by the affirmative vote of seventy-five percent (75%) or more the Disinterested Directors Entitled to Vote on such issue, except for the provisions of Section 1.5.2 above and bylaws relating to matters for which a greater affirmative vote is required pursuant to Section 1.5.2, which may be amended only by the affirmative vote of the number of Directors that would be required to take the action provided for in such bylaw.

SECTION 1.11- INCENTIVE PLANS

1.11 Incentive Plans. In furtherance, and not in limitation, of the powers conferred by the laws of the State of Delaware, the Board of Directors, in its sole discretion, is authorized and empowered to establish bonus, pension, or other types of incentive or compensation plans for the employees, including Officers of the Conference, and to determine the persons to participate in any such plans and the amount of their respective participations; provided, however, that Directors and Directors who are Officers shall not be eligible for any incentive program or plan established pursuant to this Section 1.11.

SECTION 1.12- INDEMNITY POLICY

1.12 Indemnity Policy. The Conference shall indemnify the Directors, the Faculty Athletics Representatives, the Athletics Directors, Senior Woman Administrators, Officers and the Conference staff, or any of them, and may indemnify others as permitted by the DGCL as authorized by the Board of Directors (each, a "Covered Person"), against any costs (including attorneys' fees), expenses, judgments, fines, and other amounts reasonably incurred by such Covered Persons, or any of them in connection with any claim demand, suit, or proceeding, civil or criminal, arising out of and related to acts performed while such Covered Persons are serving in official capacities on behalf of the Conference (including but not limited to persons serving as officers or committee members) to the fullest extent permitted under the DGCL. In addition, the Conference may enter into such agreements to indemnify any or all Covered Persons, or purchase and maintain insurance coverage by or on their behalf, as approved by the Board of Directors.

SECTION 1.13- MISCELLANEOUS PROVISIONS

1.13.1 Books and Records. The Conference shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Members and Board of Directors and of the Executive Committee or other Committees when exercising any of the powers of the Board of Directors. The books and records of the Conference may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

1.13.2 Inspection of Bylaws. The Conference shall keep in its Principal Office the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary/Treasurer, which shall be open to inspection by any Director or Member at all reasonable times during ordinary business hours.

1.13.3 Notice. Any notice or other document which is required by these Bylaws to be given shall be given by: (i) written notice delivered personally, by facsimile, U.S. Mail, overnight delivery service, or electronic mail; or (ii) posting to an electronic network or other form of electronic transmission or website or portal or other method of delivery that may be approved from time to time by the Directors for such purpose.

1.13.4 Execution of Documents. An Officer who holds more than one office in the Conference may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one Officer.

1.13.5 Annual Report. An annual report shall be required, and shall be provided orally or in writing to the Board of Directors at the Annual Meeting or upon the completion of each fiscal year, stating the operations, prospects and finances of the Conference for such fiscal year and containing such other items as may be reasonably requested by the Board of Directors.

SECTION 2- BUDGET AND DISTRIBUTION POLICY

2.1 Budget Approval. The Board of Directors shall annually approve the Conference operating budget for the next immediate fiscal year during its Spring business meeting, including the amount of revenue to be distributed. Distribution of revenue in excess of the annual budgeted distributable net revenue from additional sources (e.g., second BCS bowl appearance) shall be determined by the Board of Directors during the annual spring meeting.

2.2 Member Assessments. The Conference shall fund its operations from revenues received from third party sources. The Board of Directors may from time to time vote to assess the Members to meet the operating and capital expenses of the Conference and enable the Conference to operate as provided in these Bylaws, the Rules and the Certificate.

2.3 Revenue Distribution. Subject to adjustment as provided in Section 2.4 below and Section 7.5 of the Rules, the revenues received by the Conference shall first be used to pay the operating and other expenses incurred or fund reserves established by the Board of Directors of the Conference, and thereafter the remainder (the "Net Distributable Revenues") shall be distributed as follows:

2.3.1 Payment of Member Subsidies and Member-Designated Revenues. Member participation subsidies payable by the Conference to a Member in connection with such Member's participation in post-season competition in accordance with rules established from time to time by the Board of Directors of the Conference, and revenue received by the Conference from the NCAA that is designated by the NCAA to be paid directly to a given Member for items such as NCAA grants-in-aid, academic enhancement payments, and student-athlete welfare payments, shall be paid to such Member and shall not be distributed pursuant to Section 2.3.2 below.

2.3.2 Equal Distribution of All Other Net Distributable Revenue. All Net Distributable Revenues other than those distributed pursuant to Section 2.3.1 above shall be distributed to each Member in equal proportions, except that if a given Member has executed a written agreement with the Conference resulting in such Member receiving a distribution in a given year that is less than the distribution of revenues that such Member would otherwise have received pursuant to this Section 2, then: (i) the amount of Net Distributable Revenue that is distributed to such Member shall be the lesser agreed-on amount; and (ii) the reduction in the amount distributable to such Member shall be distributable to all other Members (excluding any Member(s) that have similarly executed a written agreement resulting in such Member(s) receiving a distribution in a given year that is less than the distribution of revenues that such Member would otherwise have received pursuant to this Section 2) in equal proportions.

2.4 Adjustment of Revenue Distribution Upon Telecast of More Than One Football Game on Permitted Member Institution Outlets. Members may televise football games (other than the Member Institution Retained Football Game (as defined in

the Conference's Amended and Restated Telecast Rights Agreement with FOX Cable Networks, Inc. and FOX Broadcasting Company (collectively, "FOX") and the Conference's Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., and ESPN Enterprises, Inc. (collectively, "ESPN/ABC"), each dated effective as of July 1, 2012 (collectively, the "Media Rights Agreements")) (a "MIRFG")) on their Permitted Member Institution Outlets (as defined in the Media Rights Agreements) (a "PMIO") only when two institutions agree and the requisite consent or sublicense from FOX or ESPN/ABC, as applicable, is obtained. Members may agree to purchase or sublicense one or more football games beyond the MIRFG from FOX or ESPN/ABC to air on a PMIO, provided that both Members involved in such game and FOX or ESPN/ABC, as applicable, agree to such purchase or sublicense in accordance with the terms of the Media Rights Agreements (an "Additional Game"). If such purchase or sublicense occurs, then the pro rata share of the Conference distribution due to the Member or Members on whose PMIO such Additional Game is telecast shall be reduced by $200,000 per Additional Game for each such Member on whose PMIO the Additional Game is telecast (or $400,000 if both Members telecast the Additional Game in addition to their MIRFG on their PMIO) (the "Reduction Amount"), and the Reduction Amount shall be reallocated in equal proportions to the other Members who do not participate in such game. The Reduction Amount shall be reduced if the normal rights fee from the television platform on which the Additional Game is telecast is less than $200,000, in which event the Reduction Amount shall be the amount of the actual rights fee for such Additional Game.

2.5 Conference Assets and Reserves. The Board of Directors may establish such reserves as it may determine appropriate from time to time and may fund such reserves from Conference revenues and assets and establish the form of such reserves (which may be in the form of reserve accounts or other assets) in the manner the Board of Directors determines to be appropriate. No Member shall have any right in any revenues, assets, or reserves of the Conference until such revenues, assets, or reserves are approved for distribution by the Board of Directors pursuant to the foregoing provisions of this Section 2.

SECTION 3- WITHDRAWAL AND SANCTIONS

3.1 Withdrawal. Notwithstanding the commitment of each Member set forth in Section 1.2.3 above, a Member may only withdraw from the Conference, cease to be a member in the Conference, or otherwise fail to fully participate in the activities of the Conference in contravention of its commitment to remain a Member in the Conference for such membership term as defined in Section 1.2.3 above ("Withdraws" or "Withdrawal") by fully complying with the provisions of these Bylaws and by paying the Buyout Amount (as defined below). Each Member acknowledges and agrees that the Withdrawal of a Member and the payment of the Buyout Amount and implementation of the provisions of these Bylaws does not abrogate the obligations of such Withdrawing Member (as defined below) pursuant to that certain Amended and Restated Grant of Rights Agreement dated effective as of July 1, 2012, or any replacement or extension thereof or other agreement pursuant to which such Member grants the right to telecast some or all of its sporting events to the Conference (a "Grant of Rights Agreement"). The Grant of Rights Agreement which will remain in full force and effect as to such Withdrawing Member and the Withdrawing Member shall continue to be fully bound under the Grant of Rights Agreement after Withdrawal for the remainder of the term of any Grant of Rights Agreement as if it remained a Member of the Conference, but the Withdrawing Member shall not be entitled to payment of any amounts or any other benefits arising under the Grant of Rights Agreement after Withdrawal.

3.2 Withdrawing Member. A Member (a "Withdrawing Member") may Withdraw, or shall be deemed to have Withdrawn, as a Member of the Conference: (i) if it gives notice of the intent to Withdraw to the Conference; or (ii) if a Supermajority of Disinterested Directors by affirmative vote determines that such Member: (A) makes statements or takes actions that are determined by a Supermajority of Disinterested Directors to evidence the intent of such Member to withdraw from the Conference either currently or in the future; (B) breaches or evidences its intent to breach or not honor and fully comply with its obligations to the Conference under these Bylaws or the Grant of Rights Agreement for the entirety of the respective terms thereof; (C) if a third party offers to, or attempts to induce a Member to, leave the Conference and/or breach or not to fully perform its future obligations under the Grant of Rights Agreement and the Member does not both (1) inform the Conference of such action as promptly as possible (but in any event not later than twelve (12) hours after such action) and (2) immediately and unconditionally reject that offer in a form and manner reasonably acceptable to the Commissioner; or (D) if a Member otherwise takes or fails to take actions that are determined by a Supermajority of Disinterested Directors to be contrary to the best interests of the Conference taken as a whole.

3.3 Notice Date and Interim Period. The "Notice Date" of the Withdrawal shall be the date of the occurrence of the event that causes the Withdrawal under Section 3.2 above. The "Effective Date" of the Withdrawal shall be the June 30 that next follows the end of the period that is 18 full calendar months following the Notice Date, unless an earlier date is established by a Supermajority of Disinterested

Directors in its sole discretion. The period from the Notice Date to the Effective Date is referred to herein as the "Interim Period."

3.4 Buyout Amount. Any Withdrawing Member shall pay to the Conference a commitment buyout fee (the "Buyout Amount") in an amount equal to the sum of the amount of distributions that otherwise would be paid to the Member during the final two years of its membership in the Conference. The Withdrawing Member shall be deemed to have agreed to forfeit all distributions of any type that otherwise would have been made to the Withdrawing Member during the Interim Period (the "Distribution Withholding") and the Conference shall not pay the Distribution Withholding to the Withdrawing Member. A Withdrawing Member agrees to pay to the Conference the amount by which the Buyout Amount exceeds the Distribution Withholding, with such payment to be made not later than the Effective Date. In addition,

- if (A) by legal action or otherwise, a Withdrawing Member, or any other person or entity, attempts to challenge or oppose or interfere with, or challenges or opposes or interferes with, (i) the payment of the Buyout Amount by the Withdrawing Member or the withholding of the Distribution Withholding by the Conference, (ii) the enforcement by the Conference of its rights under the Grant of Rights Agreement or the performance by the Withdrawing Member of its obligations under the Grant of Rights Agreement, or (iii) the right of the Conference's telecast partners to televise games of the Withdrawing Member under the terms of the Grant of Rights Agreement during its then-remaining term; or (B) for any other reason the Conference's telecast partners are unable to produce and telecast games of the Withdrawing Member during the then-remaining term of the Grant of Rights Agreement or the Conference is unable to realize the revenues relating to those games from its telecast partners,

- then the Members agree that such actions, in breach of the Withdrawing Member's agreements in these Bylaws, cause additional damage to the Conference and therefore that the Buyout Amount shall be increased by, and shall also include, and the Withdrawing Member shall be obligated to pay to the Conference immediately upon the occurrence of any of the foregoing events, the amount of all actual loss, damage, costs, or expenses whatsoever (including but not limited to lost revenues, damage to reputation and public image, and damage to relationships with related parties) incurred by the Conference or any of its remaining Members directly or indirectly related to that challenge or opposition, whether economic or otherwise.

Each of the Members agrees that Withdrawal of a Member contrary to its commitment to the Conference and the other Members pursuant to Section 3.1 above would cause damage and financial hardship to the Conference and the other Members without regard to the continued enforcement of the Grant of Rights Agreement, that the financial consequences to the Conference and its remaining Members cannot be measured or estimated with certainty at this time, and that the payment of the Buyout Amount is a reasonable method of compensating the Conference and the other Members for such damage and financial hardship and shall not be construed as a penalty.

3.5 Effect of Withdrawal. The term of office of any Director representing a Withdrawing Member shall automatically expire and such Director shall no longer be a Director of the Conference effective as of the Notice Date and such Withdrawing Member shall not be entitled to have a Director representative on the Board of Directors during the Interim Period or thereafter. During the Interim Period and thereafter: (i) the number of Directors shall automatically be reduced by the number of Withdrawing Members and the calculation of the Disinterested Directors Entitled to Vote, the Majority of Disinterested Directors, and the Supermajority of Disinterested Directors shall exclude for all purposes the position on the Board of Directors previously represented by the Withdrawing Member(s); and (ii) neither the Director representing any Withdrawing Member nor such Member's representatives on any Advisory Committee (as defined in the Rules) shall be entitled to attend any meeting of, vote on any matter before, notice of any meeting of, or copies of materials distributed to, the Board of Directors or any Advisory Committee.

3.6 Sanction of a Member. The Conference may sanction ("Sanction" and "Sanctioned" and variations thereof) a Member by the affirmative vote of a Supermajority of Disinterested Directors at any meeting of the Directors at which the Director representative(s) of the Member(s) that are the subject of such vote has been given reasonable prior notice and the reasonable opportunity to be present and to be heard. A Supermajority of Disinterested Directors may take such action if, after the Member's opportunity to be heard, a Supermajority of Disinterested Directors determines that such Member has: (i) violated any provision of these Bylaws or the Rules and other regulations established from time to time by the Board of Directors that govern the Conference or the Grant of Rights Agreement; (ii) engaged in any action or a course of conduct materially adverse to the best interests of the Conference taken as a whole; (iii) taken or omitted to take any other action that could be the basis for Withdrawal as described above if a Supermajority of Disinterested Directors does not elect to deem the action to constitute a deemed Withdrawal at that time; or (iv) otherwise taken any action or omitted to take an action that a Supermajority of Disinterested Directors determines merits Sanctions. In accordance with the preceding sentence, a Supermajority of Disinterested Directors shall, in its sole discretion, be empowered to determine whether any Sanctions are appropriate, the type, extent, and conditions to any Sanctions imposed, and impose such Sanctions on a Member depending, in each case, on factors that a Supermajority of Disinterested Directors deems to be relevant, including but not limited to the severity of the harm to the Conference taken as a whole resulting from the action or inaction set forth in the preceding sentence. Without limiting the foregoing and merely as an illustration of the types of Sanctions that could be considered by a Supermajority of Disinterested Directors are prohibitions on appearance in postseason events or televised events, restrictions on revenue distributions, and limitations on recruiting or scholarships.

SECTION 4- PERMITTED MEMBER INSTITUTION OUTLETS

4.1 Permitted Member Institution Outlets. Each Member shall not, and shall cause its PMIO not to, produce, telecast, show, or otherwise distribute on its PMIO (while such PMIO is acting in the capacity as such Member's PMIO) any high school games or highlights of high school games. Pursuant to NCAA interpretations, it is permissible to use scores, standings, and statistics of high school games on a PMIO.

RULES

RULES

SECTION 5- ORGANIZATION

5.1 Organization. Each Member Institution shall be represented in the Conference by a Chief Executive Officer (who shall be the President or Chancellor of each Member Institution and who shall serve as such Member Institution's representative on the Board of Directors), a Faculty Athletics Representative ("FAR"), an Athletics Director ("AD"), and a Senior Woman Administrator ("SWA"). The Conference shall be governed and administered by the Board of Directors ("the Board"), and the following Advisory Committees, as authorized in the Bylaws of the Conference: FARs, ADs and SWAs. The FARs, ADs and SWAs may be referred to herein collectively as "Advisory Committees" and each individually as an "Advisory Committee." In addition, as authorized in the Bylaws, the Conference shall have such Standing Committees as are specified in Rule 5.4 herein.

5.1.1 Board of Directors. The Chief Executive Officer of each Member Institution (President or Chancellor) who is ultimately responsible for intercollegiate athletics shall serve on the Board of Directors. As the governing board of the Conference, the Board has authority over all functions and activities of the Conference not otherwise specifically limited by a Conference Rule. The powers and responsibilities of the Board of Directors are set forth in the Bylaws.

5.1.2 Faculty Athletics Representatives. The FARs shall consist of a representative of each Member Institution appointed by the Chief Executive Officer of such Member Institution who shall be a member of the institution's faculty or an administrator who holds faculty rank and shall not hold an administrative or coaching position in the athletics department. It is the responsibility of the FARs to act on recommendations from the ADs and SWAs, to recommend rule and policy changes or adaptations, act on all Conference-sponsored legislative proposals, recommend a Conference budget, review recommendations from the Conference office, refer items to the attention of the ADs and SWAs, act on recommendations from Standing Committees which are referred to it, and evaluate the impact of Conference practices pertaining to student-athlete experience and academic matters. The FARs are also responsible for:

(a) Acting on all eligibility matters, including Conference Rule 7.6 Waivers;

(b) Overseeing the NCAA Student Assistance Fund, including any policies on such;

(c) Providing initial review and recommendations pertaining to policies and procedures relative to all academic matters;

(d) Approving the Dr. Prentice Gautt Postgraduate Scholarship recipients,

including policies governing the administration of the scholarship and selection of recipients; and

(e) Liaising with all standing and ad hoc committees pertaining to holistic student-athlete wellbeing and experience.

All FAR actions are effective following FAR approval. The FAR actions will be placed on the agenda for an Annual, Regular or Special Meeting of the Board of Directors for their review at which time the Board has the opportunity to review and alter any action of the FARs.

5.1.3 Athletics Directors. The ADs shall consist of representatives of each Member Institution appointed by the Chief Executive Officer of such institution who shall be an AD at that Member Institution (each an "Athletics Director"). The AD shall be a full-time employee of the Member Institution. The ADs are:

(a) Responsible for carrying out Conference operations and implementing policies and procedures related to competition, including scheduling, television and bowl negotiations, championship and tournament site selection and procedures, and officiating; and

(b) Responsible for oversight of all authorized enterprises and activities of the Conference.

Actions of the ADs shall be forwarded to the FARs for further action. If approved by the FARs, the effectiveness of any action shall be determined in accordance with Rule 5.1.2.

5.1.4 Senior Woman Administrators. The SWAs shall consist of the highest ranking female intercollegiate athletics administrator (or the next highest ranking female athletics administrator should the AD be female) of each Member Institution as appointed by the institution. The SWA shall be a full-time female employee of the Member Institution. Actions of the SWAs shall be forwarded to the ADs. The SWAs shall:

(a) Be responsible for providing initial review of sport committee recommendations, policies and procedures related to all competition other than football and men's basketball; and

(b) Be responsible for providing initial review and recommendations pertaining to policies and procedures relative to championships and awards programs for all sports;

(c) Assist in the operation of the Conference by providing advice and advocacy involving any Conference issue and more specifically by providing leadership through proposing Conference actions and policies for the enhancement of gender equity, diversity and inclusion.

5.1.5 Noncontroversial Recommendations. The chair of an Advisory Committee or standing committee whose charge is to take initial action on committee recommendations may use its discretion to designate a recommendation as noncontroversial, provided the recommendation has no budget impact, no adverse academic impact and does not significantly alter current policies and procedures. Such recommendations will be forwarded to all Advisory Committees. Upon receipt of the noncontroversial recommendations and for "check and balance" purposes, the Advisory Committees will have seven (7) business days to request further review of any sport recommendation based on any concern that the matter could be considered controversial in nature. At the conclusion of the seven (7) business days, recommendations that do not receive a request for further review shall be considered affirmed. For purposes of this policy, a business day is any weekday that is not recognized as a national holiday, including any weekday which an institution is closed for other reasons (e.g., holiday break).

5.2 Chair and Vice Chair of Each Advisory Committee. Beginning July 1 of each year, the FAR, AD and SWA from each Member Institution shall serve as Chair of their respective advisory committee for one (1) year in the following order. In the absence of the Chair, the Vice-Chair may exercise all of the powers of the Chair. The Vice-Chair shall be designated from the Member Institution that will serve as Chair for the ensuing year.

2025-2026	West Virginia University
2026-2027	Texas Christian University
2027-2028	Texas Tech University
2028-2029	Baylor University
2029-2030	Iowa State University
2030-2031	Brigham Young University
2031-2032	University of Central Florida
2032-2033	University of Cincinnati
2033-2034	University of Houston
2034-2035	Kansas State University
2035-2036	Oklahoma State University
2036-2037	University of Arizona
2037-2038	Arizona State University
2038-2039	University of Colorado
2039-2040	University of Utah
2040-2041	University of Kansas

5.3 Procedures for Meetings of Advisory Committees.

5.3.1 Agenda Items. In advance of each regularly scheduled Advisory Committee meeting, proposed agenda items shall be solicited from the committee's membership by the Conference staff. In consultation with the Commissioner and the chair of each Advisory Committee, Conference staff shall have the responsibility of preparing and distributing the agenda at least seven (7) days before the meeting. The chair of each Advisory Committee and the Commissioner may place additional items on the agenda to be distributed. With the consent of at least nine (9) of the members of an Advisory Committee, items requiring action may be added to the agenda established for a meeting of the FARs, ADs or SWAs, as the case may be. A discussion item may be added to the agenda of an Advisory Committee meeting at the discretion of the Chair. A discussion item added by the Chair may become an action item with the consent of at least nine (9) members of the committee.

5.3.2 Substitutions. Substitute representatives shall be permitted for FARs, ADs or SWAs at regularly scheduled meetings of each such Advisory Committee subject to the following process. The Commissioner, in consultation with the chair of the respective Advisory Committee, and in the Commissioner's sole discretion (subject to a contrary determination by a majority vote of the Advisory Committee) may consider authorizing a Member Institution to appoint a substitute to participate in the meeting representing such Member. All such substitutes shall count for purposes of establishing a quorum, determining votes, and for all other purposes at such meeting.

5.3.3 Annual Meetings. At least one (1) Annual Meeting of each of the Advisory Committees shall be held. At the Annual Meeting, each Advisory Committee shall recognize the next Chair who shall serve a one-year term according to the rotation plan established by Rule 5.2.

5.3.4 Regular Meetings. Regular meetings of each of the Advisory Committees shall be held at such times as each such committee may determine; provided, however, in addition to the Annual Meeting of each of the Advisory Committees, there shall be at least three (3) regular meetings of each such Advisory Committee each year.

5.3.5 Special Meetings. Special meetings of each of the Advisory Committees may be called by or at the request of a majority of the Board of Directors, the Executive Committee of the Board of Directors, the Chair of each such Advisory Committee, or nine (9) of the members of such Advisory Committee upon written or printed notice served personally to each member of the Advisory Committee by mail or electronic mail to his or her address.

5.3.6 Joint Council Meetings. Joint Council meetings consist of the FARs, ADs, and SWAs, and shall be held upon the call of the Chair of the FARs. Each Member Institution will have one (1) vote at such meeting, which vote will be placed by the FAR. The agenda for such meetings shall be prepared by the Conference staff in consultation with the Chair of the FARs and can include any item

relative to Conference operation, rules, or policies. Joint Meetings may be held at the time of each annual or regular meeting of the FARs, ADs and SWAs. Normally, at least two (2) Joint meetings shall be held each year.

5.3.7 Board of Directors-Joint Council Meetings. Board of Directors-Joint Council meetings shall be held upon the call of the Executive Committee of the Board of Directors. The Chair of the Board of Directors or his or her designee presides at such meetings. The agenda for such meetings can include any item relative to Conference operation, rules, or policies. At least one (1) Board of Directors-Joint Council meeting shall be held each year.

5.3.8 Enactment of Conference Rules. New Conference Rules shall not be applied retroactively, except a currently enrolled student-athlete shall receive the benefit of any new Rule that works to the student-athlete's advantage.

5.3.9 Notice. Notice of any meeting of an Advisory Committee shall be given at least seven (7) days previously thereto by written notice delivered personally, by mail, overnight mail, or electronic mail to each member at his or her business address or electronic mail address. If mailed or overnight mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage thereon prepaid. If notice is given by electronic mail or facsimile, such notice shall be deemed to be delivered upon receipt. Except as otherwise provided in Rule 5.3.1 herein, the business to be transacted at and the purpose of any meeting of each Advisory Committee must be specified in the notice or waiver of notice of such meeting.

5.3.10 Place of Meeting. Meetings of each Advisory Committee shall be held at such place as provided in the resolution, notice, waiver of notice or call of such meeting, or if not otherwise designated, at the Principal Office of the Conference.

5.3.11 Conduct of Meeting. Subject to the last sentence of this paragraph, the Chair of each Advisory Committee shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting. At any time at the beginning of or during a meeting, however, a member may demand on the record of such meeting that Robert's Rules of Order be followed with respect to any subsequent action at such meeting with respect to a specific issue specified in such demand.

5.3.12 Quorum. Twelve (12) or more members of each Advisory Committee shall constitute a quorum for the transaction of business, and the affirmative vote of nine (9) or more members of such Advisory Committee shall be required for the approval of any matter before such Advisory Committee. If fewer than twelve (12) members are present at a meeting, a majority of the members present may adjourn the meeting without further notice. If a duly-called meeting begins with a quorum and subsequently enough members leave so that the meeting lacks a quorum, the consideration of business may continue

subject to the requirement that matters for consideration still must be approved by nine (9) or more members. Except as otherwise requested by a member, the vote of individual members of each Advisory Committee on any matter shall not be recorded in the minutes for such meeting. The individual votes of members of each Advisory Committee shall not be divulged by the Conference or by any other member of such Advisory Committee in press announcements, except as consented to in advance by such member.

5.3.13 Participation. Members of an Advisory Committee may participate in a meeting by means of videoconference, teleconference or similar communication equipment as long as all persons participating in the meeting can hear each person; participation in a meeting in this manner shall constitute presence in a person at the meeting.

5.3.14 Actions Without a Meeting. Any action that is required to be or may be taken at an Advisory Committee meeting may be taken without a meeting if consents in writing, setting forth the action so taken, are executed by all of the members of such Advisory Committee. Such consents shall have the same force and effect as a unanimous vote at a meeting duly held. Such consents shall be filed with the minutes of such Advisory Committee.

5.4 Standing Committees.

5.4.1 Procedures for Meetings. Unless otherwise provided, appointments to Standing Committees will be made by the Administrative Committee. Each Standing Committee shall meet on an "as needed" basis. Meetings of the Standing Committees may be called by the Board of Directors, the Executive Committee of the Board of Directors, the Commissioner, or by the Chair or a majority of the members of such Standing Committee. Unless waived in writing by each member, notice of any meeting of a Standing Committee shall be given at least seven (7) days previously thereto by written notice delivered personally, by facsimile, mail, electronic mail, or overnight mail to each member of such Standing Committee at his or her business address or electronic mail address. Meetings of each Standing Committee shall be held at such place as shall be provided for in the notice of such meeting. Members of a Standing Committee may participate in a meeting by means of a videoconference, teleconference or other similar communication equipment as long as all persons participating in the meeting can hear each person. Recommendations shall be forwarded in a manner consistent with Section 12 – Governance Structure.

5.4.2 Nominating Committee. The Nominating Committee shall be responsible for (1) the process for determining membership and chairship of Standing Committees on the basis of interest and experience and; (2) coordinating the Conference's nominating process for NCAA Committees. The membership of the Committee shall be comprised of the current chair of the FARs, the immediate outgoing chair of the ADs, and the incoming chair of the SWAs, each serving one-year terms. The composition will also include three (3) at-large members from the SWAs, three (3) at-large members from the FARs, the

current chair of the Directors of Compliance, the current chair of the Directors of Student Support Services and one (1) athletics administrator. Further, at least eight (8) of the Member Institutions must be represented.

5.4.3 Finance, Budget, and Audit Committee. The Finance, Budget, and Audit Committee shall be responsible for advising the Conference on the development of the general Conference budget, including specific budgets for championships, tournaments, and other events, as well as (1) assisting the Board with oversight of the integrity of the Conference's financial statements and systems of internal controls regarding finance, accounting, and legal compliance; and (2) exercising its direct responsibility for the appointment, compensation, oversight and retention of the Conference's independent auditors in performing audit services for the Conference and assist Board oversight of such auditor's qualifications, independence and performance. This Committee shall be comprised of the immediate past Chair of the Board, the current Vice-Chair of the Board, and the Treasurer of the Board. The Big 12 Chief Financial Officer serving as staff liaison to the Committee and the Treasurer of the Board shall serve as the Chair of the Committee. The Chief Financial Officer of the University from which the Chair represents shall be considered an ex-officio member of the Committee.

5.4.4 Student-Athlete Standing Committees. The Conference shall have two separate standing committees made up of student-athletes. These two committees shall be the Student-Athlete Advisory Committee (SAAC) and the Leadership Innovation Future Team (LIFT).

5.4.4.1 Student-Athlete Advisory Committee. The Student-Athlete Advisory Committee ("SAAC") shall be responsible for supporting student- athlete policies and issues within the Conference and at the NCAA Division I national level. The SAAC shall also: (a) support campus level programming, (b) student-athlete initiatives and (c) work with the Conference to develop positions on legislative matters pertinent to all student-athletes in the Conference and NCAA. Its membership shall be compromised of two (2) student-athletes appointed from each Member Institution. The committee shall be assigned an FAR, SWA and a liaison from the directors of student-athlete development administrative group. Matters developed by the SAAC may be appropriate to present to an Advisory Group or a standing committee for consideration or action.

5.4.4.2 Leadership Innovation Future Team. The Leadership Innovation Future Team ("LIFT") shall be responsible for supporting the Conference governance structure by providing a student-athlete perspective. Its membership shall be comprised of two (2) student- athletes appointed from each Member Institution. LIFT shall be assigned an FAR liaison for each subgroup within the committee. LIFT shall not have voting rights at the Conference level. However, it shall work closely with and

report directly to the FARs. The FARs will consider all feedback and recommendations from LIFT and may take appropriate actions within the Conference governance structure. LIFT will primarily focus on student-athlete well-being that impact all student-athletes within the Conference. LIFT will also be afforded the opportunity to meet with the Board of Directors or other Advisory Groups at least annually to provide updates on the committee's work.

5.4.5 Student-Athlete Health and Wellbeing Advisory Group. The Student-Athlete Health and Wellbeing Advisory Group (SAHWAG) shall serve in an advisory capacity to the Conference to support the delivery of independent medical care to member institutions and determine medical management decisions related to student-athletes, including, but not limited to: athletic training, medical services, mental health, nutrition, sports performance and sport analytics. Its membership shall be comprised of each member institution's designated Athletics Health Care Administrator and one (1) FAR. Recommendations developed by SAHWAG shall be presented to the FARs or ADs, as appropriate.

5.4.6 Academic Performance Research. The Board of Directors may form a task force to examine issues relating to the academic performance of student-athletes, which includes the informed consent requirement, as designed by the FARs and approved by the Board of Directors.

5.5 Conference Meeting Expenses.

5.5.1 Expenses of Faculty Athletics Representatives, Athletics Directors and Senior Woman Administrators. The expenses of FARs, ADs and SWAs (or their respective designees) to attend annual, regular and special meetings shall be paid by each Member Institution.

5.5.2 Expenses of Coaches and Administrative Staff Members. The expenses of coaches and administrative staff members to attend annual, regular and special meetings shall be paid by each Member Institution.

5.5.3 Exception. When an individual member of an advisory committee, coach or other institutional staff member is representing the Conference at a specified event, the Conference shall pay the actual and necessary expenses of that individual to represent the Conference at that meeting.

5.6 Coaches' Meetings. Conference-sanctioned annual meetings of the head coaches of each Member Institution may occur at convenient, cost-effective locations. Each Member Institution shall be allowed one (1) voting delegate per each group's meeting. Recommendations shall be forwarded in a manner consistent with Section 12- Governance Structure.

5.6.1 Head Coaches Mandatory Attendance Requirements. Head coaches must attend the Annual Conference Coaches Meeting or Teleconference or Videoconference and Conference Media Day. Exceptions to this attendance requirement can only be granted in writing by the Commissioner after the coach's AD submits a written request for a waiver. Violations of this rule will result in a $10,000 institutional fine for a first offense and a $25,000 institutional fine for each subsequent offense.

5.7 Athletics Directors and Senior Woman Administrators Mandatory Attendance Requirement. ADs and SWAs must attend the Annual Conference Business Meeting (Spring Meeting). Exceptions to this attendance requirement must be submitted in writing and can only be granted by the Commissioner. Violations of this rule may result in a $10,000 institutional fine for a first offense and a $25,000 institutional fine for each subsequent offense.

5.8 Administrative Group Meetings. The following administrative groups may hold Conference-sanctioned meetings at convenient, cost-effective locations or by videoconference: business managers, directors of compliance, directors of student-athlete support services, directors of student-athlete development, sports information directors, ticket managers, marketing coordinators, licensing coordinators, athletic development directors, athletics medical personnel, general counsels, athletics diversity and inclusion designee, chief diversity officers, mental health professionals, government relations directors, and game managers.

5.9 Meetings with the Athletics Directors. A representative of each of the coaches and administrative staff groups as provided in Rules 5.6 and 5.8 shall meet with the ADs when requested.

5.10 Expenses. All expenses of university personnel in attending the Conference meetings shall be paid by each Member Institution unless otherwise specified; provided, however, when a head coach represents Conference coaches in their sport at a meeting of the ADs at a site that requires travel, the Conference shall pay the expenses of such coach.

5.11 Chairship. Chairs for each standing committee shall be elected by the members of each such group at its first meeting each fiscal year. The chair of each administrative group and coaches group shall be from the institution which chairs the Conference for the year. For those sports which do not have full membership, an alternate rotation shall be established.

5.12 Agenda Items. Conference staff at the direction of the chair of each group specified in Rules 5.6 and 5.8 shall solicit agenda items from the members of his/her group from the other Member Institutions. Agenda items can also come from one of the Advisory Committees, Board of Directors or from the Commissioner. Conference staff is responsible for distributing the agenda prior to each meeting.

SECTION 6- ELIGIBILITY

6.1 Eligibility Rules. A student-athlete must comply with appropriate minimum requirements of the NCAA and the Conference in order to be eligible for athletically related aid, practice, and/or competition in any intercollegiate sport.

6.1.1 Exception. The Conference Rules in Section 6 do not apply to a sport if the Conference neither sponsors a championship nor schedules competition.

6.2 Qualifiers and Nonqualifiers. A student-athlete who enrolls, either full-time or part-time, at any Member Institution, must meet the following rules to be immediately eligible for financial aid or competition within the Conference. This rule applies to all student-athletes who enroll at a Member Institution, regardless of whether athletically related financial aid is awarded.

6.2.1 Initial Enrollees. A nonqualifier student-athlete who initially enrolls at a Member Institution shall not be eligible for financial aid, practice or competition during the first academic year-in-residence.

6.2.2 Summer Term Prior to Initial Full-Time Enrollment Exception. Summer enrollment prior to initial full-time enrollment does not constitute enrollment for the purposes of Rule 6.2.

6.2.3 Initial Eligibility Core-Curriculum Requirements Prior to Initial Full-Time Enrollment Exception. Enrollment in courses that will be used to satisfy initial eligibility core-curriculum requirements prior to initial full-time enrollment does not constitute enrollment for the purposes of Rule 6.2.

6.2.4 Partially-Approved NCAA Initial-Eligibility Waiver Exception. A nonqualifier student-athlete who initially enrolled at a Member Institution and received a partially-approved NCAA Initial-Eligibility Waiver is eligible to the extent authorized by the NCAA Initial-Eligibility Waiver decision and pursuant to NCAA Bylaws. A nonqualifier transfer who receives a partially-approved NCAA Initial-Eligibility Waiver remains subject to Rule 6.2.5.

6.2.5 Transfer Requirements.

6.2.5.1 Four-Year College Transfers. A nonqualifier, including those who received a partially-approved NCAA Initial-Eligibility Waiver, who transfers from a four-year college (regardless of prior enrollment at any other collegiate institution) to a Member Institution, shall not be eligible for financial aid or competition unless or until the following requirements have been met:

(a) If at the time of transfer to a Member Institution the student-athlete would have been academically eligible to compete had the student-athlete remained at the four-year college where they most recently attended classes full-time, except that the student-

athlete is not required to have fulfilled percentage-of-degree requirements at the previous four-year college; or

(b) If at the time of transfer to a Member Institution the student-athlete was not academically eligible at the previous four-year college, then the student-athlete may regain eligibility at the Member Institution following the conclusion of the first regular term subsequent to transfer after successfully meeting all applicable progress-toward-degree requirements at the Member Institution.

6.2.5.1.1 2-4-4 Transfers. A nonqualifier who transfers from a two-year college to a non-Conference four-year institution and then to a Member Institution shall not be eligible for financial aid or competition unless or until the student-athlete:

(a) Meets the requirements of Rule 6.2.5.3.1; or

(b) Meets the requirements of Rule 6.2.5.1.

6.2.5.2 International Institution Transfers. A nonqualifier who transfers from an international collegiate institution shall be immediately eligible for financial aid, practice and competition, provided the student-athlete meets Rule 6.2.5.1.

6.2.5.3 Two-Year College Transfers.

6.2.5.3.1 Nonqualifiers. A nonqualifier, including those who received a partially-approved NCAA Initial-Eligibility Waiver, who transfers from a two-year college (regardless of prior enrollment at any other collegiate institution) to a Member Institution shall not be eligible for financial aid or competition unless or until the student-athlete:

(a) Attended a two-year college as a full-time student for at least three (3) semesters; satisfactorily completed at least 48 semester hours of transferable degree credit acceptable toward any baccalaureate degree at the certifying Member Institution; and graduated from the most recent two-year college with a minimum cumulative grade-point average of a 2.5; or

(b) Completes one (1) full academic year-in-residence.

6.2.5.3.2 Academic Redshirts. An academic redshirt who transfers from a two-year college (regardless of prior enrollment at any other collegiate institution) must meet the

requirements of Rule 6.2.5.3.1 to be eligible for financial aid and competition.

6.3 Hardship Waivers. Member Institutions shall submit to the Commissioner or designee for approval all petitions for hardship waivers prior to August 1 following the academic year in which the injury or illness occurred (with the exception of the two-year transfer petitions). Waivers received after August 1 may be acted upon by the Conference staff.

6.4 Certification.

6.4.1 Certification of Eligibility. The eligibility of each student-athlete is to be certified by a designated institutional officer outside the athletics department, according to a process approved by the FAR. Certification of eligibility must occur prior to allowing a student-athlete to represent the institution in intercollegiate competition.

6.4.2 Eligibility Reports. The record of the certification by the Certification Officer shall be filed with the institution prior to the first competition on a form maintained by the institution which shall include the approval of the head coach of the sport, the AD or his/her designee, the Certification Officer and the FAR and appropriate information to demonstrate the eligibility of a student-athlete.

6.4.3 Financial Aid Reports. Each institution shall comply with all financial aid legislation of the NCAA and the Conference. A copy of the Squad List for each sport shall be filed with the institution prior to the first competition for each sport and at the conclusion of the academic year.

6.4.4 Participation Reports. Participation reports shall be filed with the institution's Director of Compliance by July 15 for each sport sponsored by the institution. The reports do not have to be filed with the Conference office.

6.4.5 Accuracy of Certifications. The sole responsibility for the accuracy of the reports and the eligibility of the student-athletes rests with each Member Institution.

6.5 Recruiting Code of Ethics. One of the most visible areas in intercollegiate athletics is the recruitment of student-athletes by Member Institutions. Staff members of the athletic departments have the primary responsibility for wholesome conditions and honorable conduct of all individuals participating in the recruitment of student-athletes. Such staff members shall use their best efforts to ensure that the conduct of all individuals engaged in any form of recruitment for their Member Institution conforms to the following standards:

(a) Knowledge of and conformance to all NCAA and Conference Rules governing recruiting;

(b) Respect and consistent acknowledgement for the free choice of the

prospective student-athlete and his or her family; and

(c) Precise discussions related to financial aid with the prospective student-athlete and his or her family as to the qualifying conditions, terms, and duration of the aid.

6.6 Disciplinary Standards for Current Student-Athletes. Each Member Institution shall address serious misconduct (as defined in Rule 6.9) issues involving its current student-athletes through applicable institutional procedures.

6.7 Disciplinary Standards for Prospective Student-Athletes. Member Institutions must exercise diligence to identify and address, through institutional procedures, serious misconduct issues involving its prospective student-athletes, including transfers. Prospective student-athletes, including transfers who have committed serious misconduct (as defined in Rule 6.9) shall not be eligible for athletically related financial aid, practice or competition.

6.8 Compliance. Each Member Institution shall adopt and implement, and document compliance with reasonable due diligence and other procedures, standards and definitions to effect Rules 6.6 and 6.7 at that Member Institution.

6.9 Serious Misconduct Defined. For purposes of Rules 6.6 and 6.7, serious misconduct shall be defined by the Member Institution but that definition must include sexual assault and domestic violence.

SECTION 7- INTERPRETATIONS AND ENFORCEMENT OF RULES

7.1 Interpretations of Rules. A request for an interpretation of a Conference Rule may be made orally or in writing by a member of the Board of Directors, FARs, ADs, SWAs or Directors of Compliance. The Commissioner shall have authority to interpret any Conference Rule and make any related rulings or may refer the matter to the FARs for action. Also, the Board of Directors shall have authority to review decisions of the FARs sitting as an interpretative body, but shall not have authority to vote on matters involving individual student-athletes, including their eligibility. The Conference staff will provide a written response and circulate the interpretation to the Conference membership.

7.2 Self-Reporting NCAA Violations.

7.2.1 Level III Violations. Level III violations of NCAA legislation shall be self-reported by each Member Institution in accordance with current NCAA legislation, any applicable Conference rule, directive or interpretation. Each report shall be signed by the institution's FAR. Level III violations shall be filed with the NCAA.

7.2.2 Potential Major Violations. On matters involving major violations or alleged major violations of NCAA rules, the involved Member Institution may conduct its own investigation and file a self-report acting in concert with the NCAA enforcement staff. In addition, the involved Member Institution may proceed with the assistance of the Conference staff. In any event, the FAR or Director of Compliance of the involved Member Institution shall keep the Conference informed of significant developments.

7.3 Reporting Alleged Violations by Another Member Institution.

7.3.1 Reporting. Information regarding alleged violations of NCAA or Conference Rules committed by another Member Institution shall be sent from the director of compliance or a senior athletics administrator from the institution making the allegation ("inquiring institution") to (i) the director of compliance or a senior athletics administrator at the institution about which the allegation is made ("responding institution") or (ii) reported to the Conference. The inquiry shall be specific and include any available documentation. If information is provided directly to the Conference, the Conference shall send the inquiry to the director of compliance and FAR at the responding institution.

7.3.2 Findings. The responding institution shall report its findings to the inquiring institution or Conference. The findings shall include if the standard penalties were applied and the date the violation was reported to the NCAA or Conference. If the findings were only reported to the Conference, the Conference shall forward the findings to the inquiring institution.

7.3.3 Commissioner Review. The Commissioner (or his designee) may review the information and, in cooperation with the involved Member Institution, determine the merit of the alleged violation. In the event the Commissioner deems it in the best interests of the Conference, the Commissioner may refer the matter involving possible violations of NCAA rules to the NCAA enforcement staff or direct the Member Institution to investigate and self-report pursuant to Rule 7.2.2.

7.4 Ineligible Participation. The Commissioner may impose sanctions when a student-athlete participates in a Conference contest or championship while ineligible as a result of: (a) an egregious violation of a Conference Rule or (b) a violation of an NCAA rule involving institutional culpability that is not subject to the jurisdiction of the NCAA Committee on Infractions. Results achieved by the ineligible student-athlete or the institution due to the ineligible participation may be vacated and any individual or team awards or trophies may be ordered returned to the Conference office. Additional penalties appropriate for the circumstances may also be assessed. If a Conference Rule has been violated and an institution seeks a waiver pursuant to Rule 7.6 to resolve eligibility issues of an involved student-athlete, action taken by the FARs on such a waiver request shall not affect the authority of the Commissioner to impose sanctions.

7.5 NCAA Sanctions. If penalties imposed by the NCAA (or the Conference or self-imposed by the Member Institution) prohibit postseason competition in a particular sport, the Member Institution thus penalized shall not be eligible to participate in postseason conference championship events in that sport or serve as the automatic qualifier.

7.5.1 Payment of Fines. In the event a Member Institution is fined by the NCAA, or is required to return funds to the NCAA as a result of sanctions against it or due to the ineligible participation of a student-athlete, that Member Institution shall be solely responsible for the payment of those funds.

7.6 Waivers/Exceptions. The FARs shall have full power to grant waivers of and exceptions to Conference Rules for compelling, extenuating circumstances. As to Conference eligibility matters, the FARs may delegate the authority to grant waivers on a temporary basis to the Interpretations Committee.

7.7 Special Cases. The FARs shall have full power to act on all special cases not covered in these Rules.

7.8 Enforcement. If a violation of a Conference Rule has occurred, the Commissioner (or designee) shall have the authority to apply sanctions.

SECTION 8 - DRUG TESTING

In an effort to deter the use of banned substances and to protect the health and safety of Big 12 student-athletes, each Member Institution must establish and implement an institutional drug testing policy that includes at a minimum drug education for all student-athletes.

SECTION 9- CHAMPIONSHIPS AND SCHEDULES

9.1 Championship Dates and Sites. The dates and sites for all Conference championships shall be recommended to the ADs by the SWAs, and then presented to the FARs for approval.

9.2 Schedules and Competition. Scheduling of Conference athletic events and championships during the final examination period of any Member Institution is prohibited, unless an exception is granted by the FARs as a matter of scheduling necessity. The FARs shall approve any exception no later than spring business meetings for the upcoming academic year. Scheduling of all forms of practice and competition during these periods is strongly discouraged. The rules and policies governing the making of schedules between Member Institutions are set forth in the Administrative Manual (as defined below in Section 10) for each sport.

9.3 Postponed, Canceled and Forfeited Contests. A contest that is required by the Conference and counts toward Conference standings may be postponed with the consent of the ADs and/or designees of the involved Member Institutions and the approval of the Conference. Every effort shall be made to reschedule the postponed contest at the earliest possible date, provided such rescheduling does not increase overall missed class time or interfere with examination periods, or other sports' prohibitions. If the two institutions cannot agree on a makeup date, the Commissioner will assign a makeup date for the contest that is postponed. However, if no reasonable opportunity exists to reschedule the contest, the Commissioner shall have the authority to cancel the contest. A cancellation will be considered a "no-contest".

Impacted Travel with No Reasonable Efforts Made. In the event a team's travel plans are disrupted or otherwise adversely impacted because of inclement weather or other unforeseen occurrence, and a scheduled contest is thereby not played as originally scheduled, the Member Institution traveling to the contest shall have forfeited the contest if the Commissioner determines that the traveling institution did not make reasonable efforts to arrive in time for the scheduled contest. The Member Institution traveling to the contest will be issued a loss and the host team will be issued a win (such win/loss will be applied to Conference standings). In such a case, ADs for the involved institutions will determine whether any reimbursement should be provided from the traveling Member Institution to the host Member Institution. If the ADs cannot reach an agreement concerning reimbursement, the Commissioner has the authority to render a final decision. In the event the Commissioner determines the traveling institution did make reasonable efforts to arrive in time for the scheduled contest, a "no-contest" shall be declared.

Unable to Field a Team and No Extraordinary Circumstances Exist. In the event a Member Institution is unable to field a team for a contest, and a scheduled contest is thereby not played as originally scheduled, the Member Institution unable to field a team shall have forfeited the contest if the Commissioner determines that

no extraordinary circumstances existed. The Member Institution unable to field the team will be issued a loss in the Conference standings and the opposing team will be issued a win (such win/loss will be applied to Conference standings). In such a case, ADs for the involved institutions will determine whether any reimbursement should be provided from the forfeiting Member Institution to the non-forfeiting Member Institution. If the ADs cannot reach an agreement concerning reimbursement, the Commissioner has the authority to render a final decision.

9.4 Grounds. Member Institutions shall schedule and conduct all intercollegiate contests, where possible, on grounds either owned by or under the immediate control of one of the participating Member Institutions. Football games may be played on a field which precedent has established as an alternate home field for that Conference opponent.

9.5 Scheduling Obligations. Schedules for competition in all Conference sports shall be approved by the Conference office. Once approved, Member Institutions are to adhere to such schedules and any violation of this policy will subject the involved Member Institution to Conference enforcement procedures. Member Institutions may but are not required to exchange game contracts.

SECTION IO- SPORTS REGULATIONS

10.1 Sponsorship of Intercollegiate Sports. As an obligation of membership in the Conference, each Member Institution shall meet NCAA Division I Football Bowl Subdivision membership requirements, which includes sponsoring a minimum of 16 varsity sports, with the minimum of six (6) varsity sports for men and a minimum of eight (8) varsity sports for women. Further, a Member Institution must sponsor a minimum of six (6) men's sports and six (6) women's sports from the list below. Two (2) of the required men's sports must be football and basketball. Of the required women's sports, one (1) must be basketball and one (1) must be volleyball or soccer. Conference Rules shall apply to those sports in which the Conference sponsors a championship (regular season or postseason).

The following sports are sponsored by the Conference (indicates number of Member Institutions sponsoring the sport):

Men		Women	
Baseball	14	Basketball	16
Basketball	16	Beach Volleyball	3
Cross Country	13	Cross Country	16
Football	16	Equestrian	3
Golf	16	Golf	14
Swimming & Diving	7	Gymnastics	6
Tennis	9	Lacrosse	3
Track & Field- Indoor	13	Rowing	4
Track & Field- Outdoor	13	Soccer	16
Wrestling	4	Softball	11
		Swimming & Diving	10
		Tennis	16
		Track & Field- Indoor	16
		Track & Field- Outdoor	16
		Volleyball	15

10.1.1 Conference Championship Sports Requirements. To host a Conference championship, the sport must satisfy "continuity-of-membership." "Continuity-of-membership" requires a minimum of four (4) Member Institutions to sponsor the sport on a varsity intercollegiate basis and to conduct Conference competition together in Division I. (Note: The sports of equestrian and lacrosse are exempt and retain championship status pending further review).

10.1.2 Notification Provision. To successfully manage its sponsored sports, Member Institutions must maintain a minimum number of sports per the Conference's sponsorship requirements in C.R. 10.1. If a Member Institution discontinues a Conference-sponsored sport, confidential and written notification at the onset of the process must be provided to the Commissioner.

10.2 Principles and Standards of Sportsmanship. The regulation of the conduct of student-athletes, coaches, athletics department personnel and others shall be as provided in Section 11 hereto.

10.3 Administrative Sports Manuals. The rules and policies governing each sport sponsored by the Conference shall be as set forth in the administrative manual for each such sport (each, an "Administrative Manual" and collectively, the "Administrative Manuals" or "General Administration Policies (GAP)").

10.3.1 Delivery and Effect. The Administrative Manuals or GAP shall be forwarded via electronic transmission prior to the start of each sport regular season and shall have the status of Rules of the Conference.

10.3.2 Violations and Sanctions for Violations. Violations of Administrative Manual rules are subject to the following procedural guidelines with the understanding that the Commissioner may impose more severe sanctions if warranted:

- First offense: Private reprimand sent to AD;
- Second offense: Private reprimand sent to President or Chancellor with a warning of an institutional fine if the violation occurs again;
- Third offense: Financial penalty.

10.4 Travel Squad Restrictions.

10.4.1 Regular Season Competition in Football. The restriction set forth in C.R. 10.4.4 shall constitute the maximum travel squad size and shall apply to regular season Conference competition that is required and scheduled by the Conference office. This limit applies to all student-athletes accompanying the team to any away-from-home competition (e.g., redshirt, injured student-athlete). If additional student-athletes travel to the competition, it must be at their own expense. Additional student-athletes who have traveled to the competition may not dress in uniform, participate in pre-game warms-ups or compete under any circumstance.

10.4.1.1 One-Time Regular Season and Championship Exception. In addition to the 74 football student-athletes in the travel squad, a Member Institution may travel and compete all student-athletes in their final year of eligibility as part of an expanded travel squad. This exception may be used each year at:

(a) One regular season game provided the Member Institution communicates such designation in writing to the Conference and host institution no later than the Monday preceding the game; and

(b) The Conference Championship.

10.4.1.2 Final Year of Eligibility and Medically Unable to Compete Due to Incapacitating Injury or Illness Exception. A Member Institution may travel and exempt from the travel squad limit any football student-athletes in their final year of eligibility who has been deemed medically unable to compete the remainder of the season due to an incapacitating injury or illness. The student-athlete may not miss class to travel unless the missed class time is approved by the FAR in advance of the travel. The Member Institution must also be able to provide sufficient medical documentation of the incapacitating injury or illness upon request of the Conference.

10.4.2 Regular Season Competition in Sports Other Than Football. The restrictions set forth in C.R. 10.4.4 shall constitute the maximum competition squad size and shall apply to regular season Conference competition that is required and scheduled by the Conference office. This limit applies to all participating student-athletes accompanying the team to any away-from-home competition. Non-competing student-athletes on the away team, who meet NCAA rules to receive competition-related expenses, may travel to regular-season Conference competition at the Member Institution's discretion but may not dress in uniform, participate in pre-game warm-ups, or compete in the competition.

10.4.2.1 Baseball and Tennis Exception. The regular season restrictions set forth in C.R. 10.4.4 for baseball and tennis shall constitute the maximum competition squad size for both participating home and away teams. Non-competing student-athletes on the away team, who meet NCAA rules to receive competition-related expenses, may travel to regular-season Conference competition at the Member Institution's discretion but may not dress in uniform, participate in pre-game warm-ups, or compete in the competition.

10.4.3 Conference Championship in Sports Other Than Football. For Conference postseason championships, the restrictions set forth in C.R. 10.4.4 constitute the maximum competition squad size for all participating teams, including a host institution. Additional student-athletes who are eligible for competition may travel to the championship at the Member Institution's discretion but may not dress in uniform, participate in pre-game warm-ups, or compete in the championship.

10.4.4 Restrictions.

Baseball	30	Track & Field – Indoor	26
Basketball	15	Track & Field – Outdoor	32
Beach Volleyball	14	Rowing	42
Cross Country	10	Soccer	28
Equestrian	32	Softball	25
Football	74	Swimming	24
Golf	7	Tennis	10
Gymnastics	18	Volleyball	18
Lacrosse	32	Wrestling	13

10.4.4.1 **Neutral Site Competition.** The restrictions set forth in C.R. 10.4.4 shall apply to both participating teams in a regular season neutral site competition that is required and scheduled by the Conference office, excluding any competition held at an off-campus location that serves as an institution's home arena.

10.4.4.2 **Swimming and Diving Exception.** Travel competition squads shall be limited to 24 equivalencies per championship meet. An entrant who swims shall be counted as (1) one competitor. Divers shall be counted as one-half (1/2).

SECTION II- SPORTSMANSHIP AND ETHICAL CONDUCT

11.1 Principles of Sportsmanship and Standards for Conduct. The essential elements of character-building and ethics in sports are embodied in the concept of sportsmanship and six (6) core principles: trustworthiness, respect, responsibility, fairness, caring and good citizenship. The Member Institutions place great importance on the principles of sportsmanship and the ideal of pursuing victory with honor in intercollegiate athletics. Participation in athletics, including as a fan, is a privilege and not a right.

11.2 General Statements of Responsibility. All those associated with the Conference athletics programs, including institutional personnel and fans, have the responsibility to conduct themselves consistent with the principles of sportsmanship. The Conference adopts the following minimum standards of responsibility.

11.2.1 Institutional Responsibility. Member Institutions have the responsibility to take all reasonable steps to ensure that all institutional personnel, students and others in attendance at athletics events conduct themselves in a dignified manner and exhibit respect and courtesy toward game officials and those representing and supporting the opposing institution.

11.2.2 Athletics Department Responsibility. The Member Institution's AD shall have the responsibility to effectively communicate to all athletics department personnel, coaches and student-athletes the basic principles of sportsmanship and standards for conduct. It must be made clear that concerns about Conference programs, such as officiating, and other Member Institutions must be addressed with the appropriate Conference or institutional staff and not in a public forum.

11.2.3 Game Management Responsibility. The Member Institution's AD shall have the responsibility to take reasonable steps to create an environment that is fair and safe for visiting teams and officials. The AD, or his/her designee, must contact the visiting team's AD, or his/her designee, of a sport to address any issues and identify the game manager who can respond to concerns during the contest and the location of this individual during the contest. Each institution must arrange its seating at events so as to emphasize sportsmanship and minimize harassment of the visiting teams. Member Institutions must also have a protocol that ensures the protection of all participants and related personnel, particularly regarding court or field storming incidents.

11.2.4 Coach Responsibility. Coaches, as role models, have the greatest influence over the young people in their programs and must continually emphasize the need for sportsmanship. Coaches have the responsibility to control the behavior of their student-athletes and staff members to ensure they are demonstrating respect for their opponents, the game officials and the game itself. Coaches must remain in their designated areas during a contest and refrain from behavior with the purpose of inciting the crowd toward negative

conduct.

11.2.5 Conference Responsibility. The Commissioner shall have the responsibility to promote and enforce these principles and standards of conduct in connection with all athletics events involving a Member Institution, including competition against non-conference institutions. The Commissioner shall have broad authority to interpret the rules, review disciplinary action taken by Member Institutions and further sanction those deemed to have violated the rules.

11.3 Violations. Violations of Section 11 and its subsets requiring actions by the Commissioner are:

11.3.1 Verbal or Physical Abuse. Prior to, during and after a contest, coaches, student-athletes, institutional personnel, spirit squads and others in attendance are prohibited from committing verbally or physically abusive acts toward game officials or an opponent's team members, coaching staff, institutional personnel or fans.

11.3.2 Comments About Officiating. Coaches, student-athletes and institutional personnel are prohibited from making any public comment regarding the game officials or the officiating at any contest. The public airing of officiating matters, whether directly or indirectly, during or after a game, verbally or by use of video, on or off the record, is prohibited.

11.3.3 Comments About Other Members. Coaches, student-athletes and institutional personnel are prohibited from making public comments that are negative about other Member Institutions, including, but not limited to, negative comments, whether made directly or indirectly, about the personnel, student-athletes, support groups and other matters related to the institution.

11.3.4 Court and Field Storming. A Member Institution must safely escort the visiting team, coaches, officials and other personnel off the playing surface, particularly in the event of a post-game celebration. All court and field storming incidents will be reviewed by the Conference.

11.3.5 Other Misconduct. In addition to the specific authority set forth in Rules 11.3.1, 11.3.2, 11.3.3 and 11.3.4, the Commissioner has the absolute discretion to impose sanctions for other unsportsmanlike conduct that is contrary to or inconsistent with the principles and expectations set forth in Rules 11.1 and 11.2.

11.4 Processing of Possible Violations. When a Member Institution has reason to believe that a violation of Section 11 and its subsets has occurred or is aware of an incident involving sportsmanship principles by either another member institution or its own institution, it shall be reported immediately to the Commissioner. Written communication between the Conference and the involved institution shall include copies to the president or chancellor and FAR.

11.4.1 Report of Commissioner. If the Commissioner believes a violation of these rules may have occurred, he/she or a designated Conference staff member will gather all information available for review of the matter. If the Commissioner believes that a violation occurred, a written report will be provided to the AD of the involved institution.

11.4.2 Response by Institution. After receipt of the Commissioner's report, the AD of the involved institution must submit, within 24 hours of receipt of the report, a written response to the Commissioner indicating the institution's position on the matter. See Rule 11.4.4 for exceptions to the 24-hour deadline.

11.4.3 Final Decision by the Commissioner. Within 24 hours of receipt of the institution's response, the Commissioner will send the final written decision to the AD of the involved institution, which will set forth the Commissioner's findings and penalty, if any, to be imposed. The institution will have 24 hours after receipt of the Commissioner's final decision to indicate in writing to the Commissioner whether it will appeal his/her decision under the provisions of Rule 11.5 below. See Rule 11.4.4 for exceptions to the 24-hour deadline.

11.4.4 Delegation of Authority and Timing Exceptions. The Commissioner or AD may designate another member of his/her staff to act on his/her behalf. In addition, the Commissioner shall have the authority to extend or shorten the 24-hour deadlines set forth above. In certain incidents where timing is of the essence, the Commissioner may initiate the process in Rule 11.4.1 verbally.

11.4.5 Penalties. The penalties that may be imposed by the Commissioner for violation of these rules may include, but are not limited to, private and public reprimand, institutional fines, and suspension from practice and/or competition.

11.4.6 Violation by a Director of the Board, Other Institutional Personnel, Institutional Board Member. The members of the Conference Board of Directors, high ranking institutional staff outside of athletics and institutional board members are obligated to adhere to these sportsmanship rules. The Commissioner shall submit a report to the full Board if it is alleged that such personnel have violated the rules. The Board has sole authority to consider the allegation and will determine whether a violation occurred and the penalty, if any, to be assessed.

11.5 Appeals. Only the president or chancellor of a Member Institution may submit an appeal on behalf of the institution or individual affected by the final disciplinary action of the Commissioner involving a suspension from competition or fine or forfeiture of a game. In all other cases, the Commissioner's decisions shall be final. An appeal must be submitted in writing to the

Commissioner within 24 hours after receiving the final decision. The Board of Directors, or its designated committee, shall be the body to consider the appeal and shall do so as expeditiously as possible. The Board may increase or decrease any penalty imposed by the Commissioner.

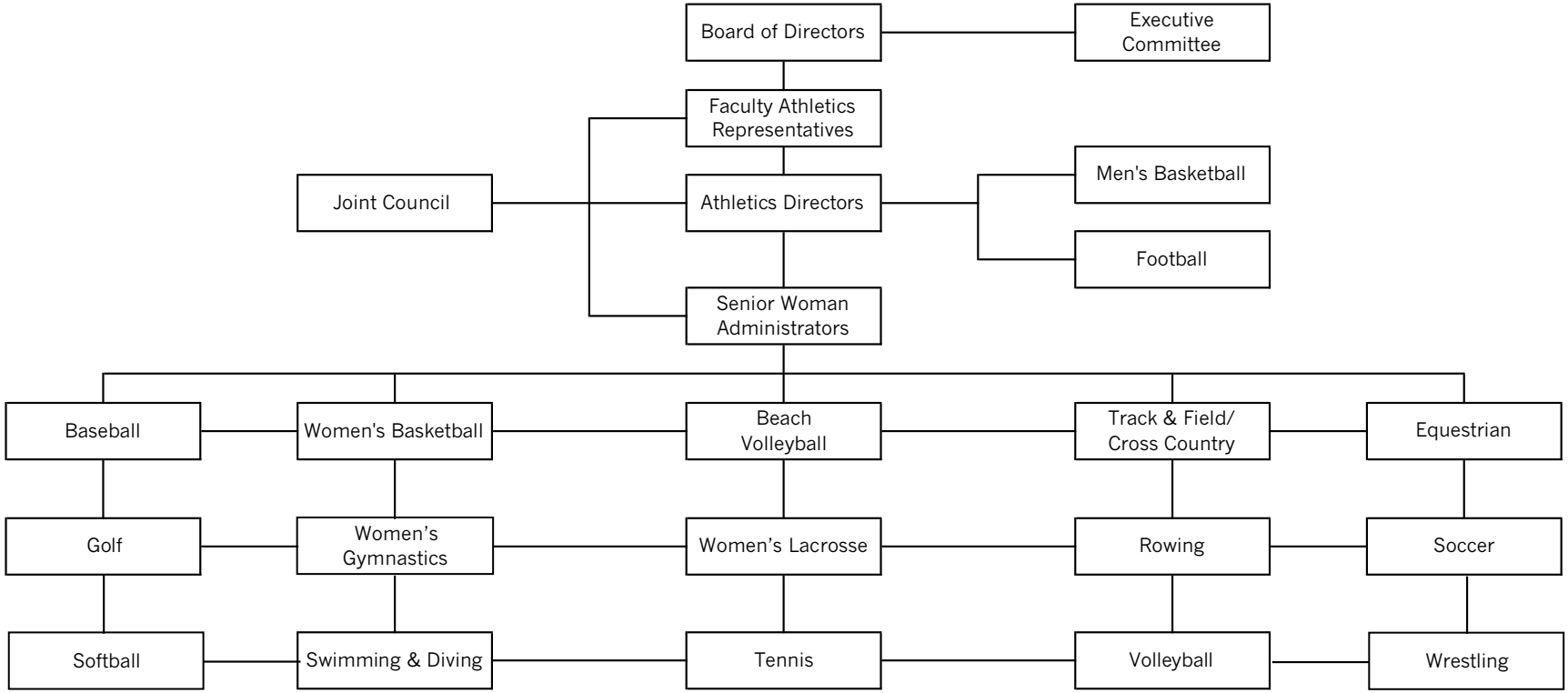
11.5.1 Appeal Hearing. Once an appeal has been timely filed, a hearing in person or by teleconference will be conducted by the Board as expeditiously as possible. A minimum of three (3) Directors of Member Institutions not involved in the incident(s) that resulted in the Commissioner's penalty will be required to hear the appeal. The president or chancellor making the appeal must participate in the hearing.

11.5.1.1 Information Considered by Board. The president or chancellor filing the appeal must submit a written statement outlining the reasons for the appeal to the other Directors at least 24 hours prior to the hearing. In addition, the Conference office will submit its report, along with other relevant material (e.g., video, media reports, statements by witnesses) for the Board's consideration.

11.5.1.2 Hearing Process. If the chair of the Board cannot participate, he/she will appoint a chair for the appeal hearing from the Directors who will hear the appeal. The president or chancellor making the appeal will make an opening statement after the hearing is called to order by the chair for the hearing. The Conference staff will participate and will issue an opening statement as well. The hearing then will be open for discussion between all parties participating. The chair then will excuse everyone from the hearing except the Directors, who will deliberate and make a determination to uphold, modify or reject the Commissioner's final decision. In modifying the decision, the Directors are authorized to decrease or increase the Commissioner's penalties. The chair will then contact the Commissioner to relay the Board's decision and the Commissioner will notify the president or chancellor who submitted the appeal.

11.5.2 Final Decision. The decision of the Appeal Board shall be final.

11.6 Processing Sportsmanship Violations During Conference Championships. In recognition that an expedient process is required during championship events to address possible violations related to Sportsmanship and Ethical Conduct, all decisions of the Commissioner, or designee, are considered final, and not subject to appeal.



Standing Committees (Reporting Lines)

~ Nominating Committee (FAR)
~ Audit Committee (Board)
~ Finance and Budget Committee (Joint Council)
~ Student-Athlete Advisory Committee (FAR)
~ Leadership Innovation Future Team (FAR)
~ Student-Athlete Health and Wellbeing Advisory Group (FAR)

Administrative Groups

~ Athletic Development Directors
~ Athletic Diversity and Inclusion Designees
~ Athletic Medical Personnel
~ Business Managers
~ Chief Diversity Officers
~ Directors of Compliance
~ Directors of Student-Athlete Development
~ Game Managers
~ General Counsels
~ Government Relations Directors
~ Licensing Coordinators
~ Marketing Coordinators
~ Mental Health Professionals
~ Sports Information Directors
~ Ticket Managers

GENERAL INFORMATION

POLICY ON GENDER EQUITY

The Conference and its Member Institutions will maintain and enhance the quality, excellence and traditions of the Conference with goals that can be measured, monitored, expanded and adjusted to address the participation opportunities and leadership roles of women in the Conference. These goals would address equity so that the educational and athletic opportunities of all students are considered. The guiding principles are as follows:

1. The Conference values the contributions and efforts of the student-athletes, coaches, staff and administrators and recognizes the richness such diversity brings to its Member Institutions.

2. The Conference affirmatively supports equitable participation opportunities for men and women student-athletes. Member Institutions affirm their commitment to equity by providing fair distribution of resources, facilities, services and opportunities to men and women students, coaches and staff.

3. The Conference shall not schedule (nor participate in) any regular or postseason competition or event at sites, venues or facilities which have membership restrictions or practices which result in discrimination on the basis of gender.

4. Gender equity is a goal of the Conference and is a mutual endeavor of the Member Institutions. Gender equity is an atmosphere and a reality where a fair distribution of overall athletic opportunity and resources is available to women and men, and where no student-athlete, coach or athletics administrator in the athletics program is discriminated against on the basis of gender.

5. Each Member Institution will identify an SWA to represent it at SWA meetings to be held in conjunction with the regular Conference meetings. At these meetings, the SWA will meet as a group to consider items relative to the welfare and advancement of women's athletics in the Conference. These items and other matters will be discussed with the ADs and FARs at Joint Meetings.

6. SWAs will be included in the governance structure of the Conference.

7. The Member Institutions will affirmatively seek to hire women, where possible, in all positions and areas of their athletics departments and the Conference office. The Conference will also recognize and support women currently involved in the athletics departments.

8. The Conference will increase the recruitment, training and employment of women in the officiating and operations of all Conference events.

9. The Conference and its Member Institutions will seek to comply with the provisions of Title IX.

POLICY ON DIVERSITY

Consistent with NCAA Constitution 2.7, the Conference and its Member Institutions are committed to cultural diversity, promoting respect and sensitivity to the dignity of every person and fostering participation of all in competition, administration and governance. It is the obligation of each Member Institution to refrain from discrimination prohibited by federal and state law, and to demonstrate a commitment to fair and equitable treatment of all student-athletes and athletics department personnel.

Consistent with this fundamental philosophy, the Conference shall:

1. Encourage its Member Institutions to increase the representation of ethnic and gender minorities in athletics department leadership positions. In that regard, Member Institutions shall be encouraged to promote the hiring of ethnic and gender minority coaches and administrators, and to make full use of NCAA enhancement programs.

2. Establish internship and scholarship programs to enhance employment opportunities for ethnic and gender minorities in athletics administration.

3. Support diversity at Member Institutions and enrich the understanding between its staff members and the Member Institution's community through sponsorship of symposiums, workshops, and clinics.

4. Encourage an atmosphere throughout the Conference among staff and student-athletes that demonstrates respect and support for each individual. As such, within the context of Conference events, the Conference will not tolerate disparaging comments, remarks, or jokes about any group of people including racist, sexist, or homophobic comments, remarks, or jokes.

EXHIBIT 4

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

June 11, 2026

VIA EMAIL

Mr. Brett Yormark
Commissioner, Big 12 Conference
5215 N. O'Connor Blvd., Suite 1650
Irving, TX 75039
byormark@big12sports.com

Mr. Douglas A. Girod
Chair of Board of Directors, Big 12 Conference
230 Strong Hall
1450 Jayhawk Blvd.
Lawrence, KS 66045
kuchancellor@ku.edu

Re: Notice re Big 12 Conference's Response to *Sorsby v. NCAA*

Dear Messrs. Yormark and Girod,

We write on behalf of Texas Tech University ("Texas Tech") in response to the discussions among the Big 12 Conference ("Big 12" or "Conference") and its member institutions following the June 8, 2026 Temporary Injunction Order in *Sorsby v. NCAA*, No. DC-2026-CV-0791 (Tex. Dist.), which—in pertinent part—enjoins the NCAA from "[p]rohibiting [Mr. Sorsby] from practicing, playing, or otherwise participating on Texas Tech's football team for the 2026 football season," subject to certain conditions ("Order").

We are aware that the Big 12 is considering invoking Bylaw 3.6[1] of the Big 12's Bylaws to sanction Texas Tech for respecting the Order and continuing its support of Mr. Sorsby as a student-athlete. This letter serves to notify the Big 12 that any such action would be unlawful and would expose the Conference to substantial liability.

Any sanction against Texas Tech for acting consistent with the Order would be a *per se* violation of federal and state antitrust laws—a naked horizontal agreement among competitors to disadvantage Texas Tech by cutting off access to the resources it needs to compete. *See Nw. Wholesale Stationers, Inc. v. Pac. Stationery & Printing Co.*, 472 U.S. 284, 294 (1985) ("Cases to which this Court has applied the *per se* approach have generally involved joint efforts by a firm or firms to disadvantage competitors by [] directly denying . . . relationships the competitors need in the competitive struggle. In these cases, the boycott often cut off access to a supply, facility, or market necessary to enable the boycotted firm to compete.") (citations and quotation marks omitted); *MM Steel, L.P. v. JSW Steel (USA) Inc.*, 806 F.3d 835, 848 (5th Cir. 2015) ("[G]roup

[1] Bylaw 3.6 purports to permit the Conference to sanction a member school if a "Supermajority of Disinterested Directors," in its "sole discretion," "determines that such Member has . . . engaged in any action or a course of conduct materially adverse to the best interests of the Conference taken as a whole . . . [or] otherwise taken any action or omitted to take an action that . . . merits Sanctions."

boycotts involving a horizontal conspiracy to foreclose a market participant are considered per se violations of [the Sherman Act]."); Tex. Bus. & Com. Code § 15.05(a) ("Every contract, combination, or conspiracy in restraint of trade or commerce is unlawful."); *Red Wing Shoe Co. v. Shearer's, Inc.*, 769 S.W.2d 339, 341 (Tex. App. 1989) ("Horizontal combinations are cartels or agreements among competitors that restrain competition among enterprises at the same level of distribution. These are ordinarily illegal *per se*."); *see also, e.g.*, *Shields v. World Aquatics*, 2024 WL 4211477, at *1 (9th Cir. Sept. 17, 2024) (reversing summary judgment for defendant and finding that "[p]laintiffs ha[d] created a triable issue as to whether [defendant's rule] constituted a per se unlawful group boycott by preventing member federations and swimmers from doing business with ISL without risking draconian sanctions"). The *per se* rule applies without regard to any asserted procompetitive justification for the Big 12's conduct. The Conference would face exposure to treble damages, including for Texas Tech's lost football revenues, damages to its alumni contributions and damages to its recruitment, plus attorneys' fees. The total exposure—for both the Big 12 and its members, joint and severally—will be substantially more than $200 million. *See* 15 U.S.C. § 15(a).

Beyond its antitrust exposure, the Big 12 would also face liability for breach of contract and tortious interference. Any sanction that results in the cancellation, forfeiture or alteration of Texas Tech's as-scheduled games would constitute a breach of the Big 12's contractual obligations to Texas Tech. Additionally, any action that disrupts or interferes with Texas Tech's existing or potential contracts associated with its football team—including sponsorship arrangements, ticket-sale commitments, alumni contributions, and other commercial relationships—would give rise to claims for tortious interference with existing or prospective contractual relations.

Texas Tech is confident the Big 12 will choose to act within the confines of the law and respect both the judicial process and its own Rules and Bylaws. However, should the Big 12 seek to sanction Texas Tech for acting consistent with the Order, Texas Tech will pursue all legal avenues to protect its interests and those of Texas Tech's student-athletes.

Please distribute this letter to the Big 12 Board of Directors.

Sincerely,

Thomas D. York
Chief, Antitrust Division
Kimberly Gdula
Chief, General Litigation Division
Office of the Texas Attorney General
300 W. 15th Street
Austin, TX 78701

EXHIBIT 5

GENTNER DRUMMOND
ATTORNEY GENERAL

June 12, 2026

VIA EMAIL

Mr. Brett Yormark
Commissioner, Big 12 Conference
5215 N. O'Connor Blvd., Suite 1650
Irving, Texas 75039
byormark@big12sports.com

Dr. Douglas A. Girod
Chairman, Big 12 Conference Board of Directors
Chancellor, The University of Kansas
230 Strong Hall
1450 Jayhawk Boulevard
Lawrence, Kansas 66045
kuchancellor@ku.edu

Re: June 11, 2026, Letter from the Office of the Attorney General of Texas

Dear Commissioner Yormark and Chairman Girod:

My office is aware of a letter sent to the Big 12 Conference from the Texas Attorney General's Office asserting that the Big 12 would violate federal and state antitrust laws by sanctioning Texas Tech. Oklahoma is home to a Big 12 member institution, Oklahoma State University, and my office has a direct interest in the integrity of Conference competition.

The claims asserted in the letter are meritless. The idea that the Big 12 may not sanction the actions of one of its members under an agreed-upon preexisting contract is facially absurd. The Supreme Court has squarely rejected the letter's central premise that conference discipline amounts to a per se antitrust violation. Because horizontal cooperation among member institutions is essential to producing college athletics at all, restraints adopted by athletic associations are analyzed under the rule of reason. *NCAA v. Bd. of Regents of Univ. of Okla.*, 468 U.S. 85, 100–03 (1984); *NCAA v. Alston*, 594 U.S. 69, 81–82 (2021). Indeed, *Board of Regents* recognized that rules preserving the integrity of athletic competition serve legitimate procompetitive ends. 468 U.S. at 117. The Big 12 conference, like all intercollegiate athletic conferences, "is a private association that adopts and enforces its own rules." *NCAA v. Farrar*, 402 So. 3d 1251, 1264 (Miss. 2024). In other words, a conference and its member institutions possess a "contractual relationship" sufficient to support enforcement authority. *NCAA v. Miller*, 795 F. Supp. 1476, 1486 (D. Nev. 1992); *see also id.* ("Every [conference] member has voluntarily and contractually agreed to abide by these rules and regulations."). "By adopting and enforcing its bylaws," as with Bylaw 3.6, the Big 12 conference is simply "upholding integrity and fair play among [its] membership," rather than "causing damage and loss" to Texas Tech. *Farrar*, 402 So. 3d at 1264; *see also Hairston v. Pac. 10 Conf.*, 101 F.3d 1315, 1320 (9th Cir. 1996) ("Appellants have failed to show that the penalties the [conference] imposed

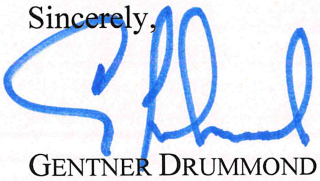
constituted an unreasonable restraint of trade."). The letter's citation to generic propositions of antitrust law holds no weight. If Texas Tech pursues such claims, they will fail.

I write further to recommend that the Big 12 take action against Texas Tech under Bylaw 3.6, which allows the Conference to sanction member schools if a "Supermajority of Disinterested Directors determines" that a member school has "engaged in any action or a course of conduct materially adverse to the best interests of the Conference as a whole." Sadly, that fits Texas Tech to a T. Its actions in obtaining eligibility for Brendan Sorsby—an athlete the NCAA declared permanently ineligible for extensive wagering on college sports, including games involving his own team—have constituted a shameful chapter in the story of college football. Texas Tech has acted in a manner adverse to the Big 12 and the integrity of college football as a whole.

Brendan Sorsby broke NCAA rules by wagering roughly $90,000 on sports over four years. He even bet forty times on games involving his own team during his freshman season at Indiana. It goes without saying that an athlete betting on games that his team is competing in threatens the integrity of the game. Fans purchase tickets to games and pay ever-growing prices to watch them on television on the understanding that they are watching an honest, fair sporting event. Athletes gambling on their own games imperils that entire system. That is why leagues have always taken a hard line to punish athletes impermissibly gambling on sports.

But Texas Tech has not done that. It has shirked responsibility by running with a bogus claim to a friendly court. Its leadership has prioritized winning over sport, over honor, and over integrity. If Texas Tech will not do the right thing, the Big 12 should. Texas Tech should be sanctioned. I also note that the injunction granted to Sorsby applies only to the NCAA. It does not impede the Big 12 from suspending Sorsby. The Conference is not a party to that proceeding, is not enjoined by the order, and its independent enforcement of its own bylaws is not action in concert with the NCAA. My office stands ready to assist the Big 12 if Texas Tech's leadership attempts to punish the Conference for doing the right thing.

Sincerely,



GENTNER DRUMMOND
Attorney General