IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

Case No.

SAL STEWART and GILBERT FRIERSON,

Plaintiffs,

v.

CLASS REPRESENTATION

FLORIDA HIGH SCHOOL ATHLETIC ASOCIATION, INC., THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS, and THE NATIONAL COLLEGIATE ATHLETICS ASSOCIATION,

Defendants.
_____/

CLASS COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES

Plaintiffs, Sal Stewart and Gilbert Frierson, on behalf of themselves and all other similar situated, hereby file this Complaint against Defendants, Florida High School Athletic Association, Inc. (the "FHSAA"), the National Federation of State High School Associations ("NFHS") and the National Collegiate Athletics Association (the "NCAA") and allege:

PRELIMINARY STATEMENT

1. This class action is brought to seek a declaration of rights, privileges, and immunities as well as damages related to a student-athletes rights to be compensated for his or her Name Image and Likeness ("NIL"). The current interpretation of the FHSAA by laws is that student athletes are unable to be compensated for their NIL and if they receive compensation, they are deemed ineligible.

2. First, this action seeks a declaration on a class-wide basis that the FHSAA is has

applied rules and has otherwise taken the position that high school student athletes cannot be compensated for their NIL. Hence, restricting high school athletes from "capitalizing on athletic fame by accepting money or gifts of a monetary nature" while competing in FHSAA administered sporting events.

3. The FHSAA is an organization whose purpose is to organize sports competition for high schools in Florida. It is a member of the National Federation of State High School Associations. Florida uses NFHS contest rules in its sports. The rules must serve a legitimate purpose and must also be adjusted based on the current state of affairs and the overall business environment. It is clear that the FHSAA itself benefits from the student athletes themselves. Without these athletes there would be no competition between member schools.

4. The NFHS is an organization of 50 state high school athletic and/or activity associations and the association of the District of Columbia. Additionally, there are 36 affiliate members of the NFHS, including nine interscholastic associations of the Canadian Provinces of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Quebec and Saskatchewan.

5. The NFHS writes playing rules for high school sports and provides guidance on a multitude of national issues.

6. The NFHS is a member-governed, not-for-profit corporation. Through its national office, the NFHS coordinates and supports rules-making activities, national conferences and educational functions on behalf of its membership. They regulate the eligibility and participation in sports activities of their member institutions (including the FHSAA) in all 50 states.

7. The NFHS and the FHSAA are part of a monopoly that prohibits high school athletes from profiting off of their name, image, and likeness.

8. The NFHS made more than $15 million in 2019-2020 and FHSAA made $5.4 million in revenues for the 2020-2021 high school years. These revenues are generated by the blood, sweat, and injuries of high school athletes who perform services for these Defendants in the multimillion-dollar business of Florida high school sports. However, instead of allowing these athletes to begin earning a living while their bodies and abilities are young and healthy, the FHSAA and NFHS prevent these athletes from profiting off their successes and abilities.

9. The FHSAA currently prohibits high school athletes from "capitalizing on athletic fame by accepting money or gifts of a monetary nature"

10. A student playing an FHSAA-sanctioned sport in Florida could forfeit their eligibility if they set out to enter into an agreement to receive compensation for their NIL.

11. Further, the FHSAA does not allow for athletic scholarships, student athletes that may want to attend private schools have to pay for their tuition without the ability to receive compensation from their NIL to assist in those payments. This structure alone creates an environment where students cannot receive the education, they believe provides them a better opportunity.

12. By prohibiting high school athletes from capitalizing off of their NIL, i.e. "athletic fame" the FHSAA is violating the high school athletes' rights under the Florida Constitutions, and the Florida Antitrust Act, Fla. Stat. § 548.12 *et seq.* The FHSAA's actions violate high school student's rights by restricting them from "capitalizing on athletic fame by accepting money or gifts of a monetary nature" while competing in FHSAA administered sporting events.

13. Sal Stewart—a high school athlete, along with the class members whom the athlete seeks to represent—are exploited by the FHSAA and their prohibition against being compensated for the use of their NIL. The FHSAA's bylaws are wholly disconnected from the interests of the

"student athletes," who are barred from receiving the benefits of competitive markets for their skills, talent, and services. As a result of these restrictions, market forces have been shoved aside and substantial damages have been inflicted upon a host of high school athletes. This class action is necessary to declare the rights of student athletes and the rules and application of the rules by the FHSAA – specifically the FHSAA's restriction, which is inconsistent with the most fundamental principles of Florida antitrust law.

14. Plaintiff, and the class of high school athletes whom the Plaintiff seeks to represent, are athletes who have performed services for Defendants' member institutions in high school athletics competitions. These classes of athletes participate in athletics at Defendants' member institutions that sponsor and operate athletics programs subject to the rules of the NFHS and FHSAA.

15. Defendants have jointly agreed and conspired with their member institutions to deny Plaintiffs the ability to provide and/or market their services as high school athletes through a patently unlawful price-fixing and group boycott arrangement.

16. Second, this action seeks a declaration that Florida law imposes an arbitrary cap on the length a contract for compensation for an intercollegiate athlete's NIL.

17. NCAA is an unincorporated association of more than 1,200 colleges, universities, and athletic conferences throughout the United States.

18. Prior to the Supreme Court's decision in *Nat'l Collegiate Athletic Ass'n v. Alston*, 141 S. Ct. 2141, 210 L. Ed. 2d 314 (2021), the NCAA limited compensation that student athletes could receive in exchange for their athletic services.

19. The NCAA is a massive business – its current broadcast contract for the March Madness basketball tournament is worth $1.1 billion annually. Its television deal for the FBS

conference's College Football Playoff is worth approximately $470 million per year.

20. In addition, Division I conferences earn substantial revenue from regular-season games. For example, the Southeastern Conference (SEC) made more than $409 million in revenues from television contracts alone in 2017, with its total conference revenues exceeding $650 million that year. All these amounts have increased consistently over the years.

21. Notably, those who run the NCAA profit differently than the student-athletes whose activities they oversee. The president of the NCAA earns nearly $4 million per year.

22. Commissioners in top conferences make approximately $2 to $5 million. College athletic directors average more than $1 million annually. Top coaches dwarf this with astronomical salaries that approach $11 million, with some assistants making almost $3 million.

23. Taking all of this into account, the Supreme Court – in a 9-0 decision upheld a ruling by the U.S. Court of Appeals for the Ninth Circuit that found NCAA caps on student-athlete academic benefits on antitrust grounds.

24. In the aftermath of the Alston decision, the NCAA implemented an interim NIL policy. Pursuant to the NCAA's interim NIL policy, student athletes can engage in NIL activities that are consistent with the law of the state where the school is located.

25. Pursuant to the NCAA's interim policy, the new policy will stay in place until federal legislation or new NCAA rules are adopted.

26. Pursuant to § 1006.74(j), Fla. Stat. an intercollegiate athlete cannot enter into a contract for compensation for their NIL "beyond her or his participation in an athletic program at a postsecondary educational institution."

27. Plaintiff and the class of college athletes seek compensation for the NCAA's draconian rules that prohibited them from profiting off of their own NIL. They also seek a

declaration of rights privileges and immunities concerning a college student athletes rights to be compensated for his or her NIL for a duration longer than their time at a post-secondary institution.

JURISDICTION AND VENUE

28. This Court has jurisdiction pursuant to section 86.011, Florida Statutes, as this action seeks a declaratory judgment pursuant to Chapter 86.

29. Venue is proper pursuant to Section 47.051, Florida Statutes, as the cause of action accrued in Miami-Dade County, Florida.

30. All conditions precedent have been performed or have occurred.

THE PARTIES

A. The FHSAA

31. In 1997, the Florida Legislature designated the FHSAA as the governing nonprofit organization of Florida high school athletics. *See* Fla. Stat. § 1006.20 (2016). Through this statutory delegation of authority from the State of Florida and by its own admission, the FHSAA is a state actor.

32. The FHSAA supervises and regulates interscholastic athletic programs for Florida high school students at over 800 member schools, including hundreds of private and religious schools.

33. The FHSAA is headquartered in Gainesville, Florida. The executive director of the FHSAA is George D. Tomyn.

34. Any public, private, charter, virtual, or home education cooperative high school in Florida may become a member of the FHSAA by completing a membership application and agreeing to adopt and abide by the FHSAA Bylaws and policies.

35. Rule 9.9.2(c) of the FHSAA Bylaws state that a student-athlete forfeits amateur

status in a particular sport for one year by "[c]apitalizing on athletic fame by receiving money or gifts of a monetary nature."

36. Rule 9.9.2(c) prohibits high school athletes from being compensated on the basis of their athletic fame without forfeiting their amateur status in their respective sport.

B. The NCAA

37. The NCAA earns billions of dollars in revenues each year through the hard work, sweat, and sometimes broken bodies of student athletes who perform services for the NCAA's member institutions in the big business of college sports. Until recently, the NCAA has entered into what amounts to cartel agreements with the avowed purpose and effect of placing a ceiling on the compensation that may be paid to these athletes for their services. Such restrictions are pernicious, a blatant violation of the antitrust laws, and have no legitimate pro-competitive justification.

38. Defendant NCAA is an unincorporated association of more than 1,200 colleges, universities, and athletic conferences located throughout the United States. The NCAA maintains its headquarters and principal place of business at 700 W. Washington Street in Indianapolis, Indiana.

39. Pursuant to the NCAA's NIL policy, student athletes can engage in NIL activities that are consistent with the law of the state where the school is located.

40. Pursuant to the NCAA's interim policy, the new policy will stay in place until federal legislation or new NCAA rules are adopted.

41. Pursuant to section 1006.74(j), Florida Statute, an intercollegiate athlete cannot enter into a contract for compensation for their NIL for "beyond her or his participation in an athletic program at a postsecondary educational institution."

C. The NFHS

42. The NFHS is based in Indianapolis, Indiana and has its principal address located at 690 W. Washington St. Indianapolis, Indiana 46204.

43. Over 19,500 high schools belong to associations that are members of the NFHS. Most high schools, whether public or private, belong to their state's high school association; in turn, each state association belongs to the NFHS.

44. The NFHS writes playing rules for high school sports and provides guidance on a multitude of national issues. They also showcase high school sports and performing arts online through the NFHS Network.

45. The NFHS promotes amateur sports participation and athletics programs at the high school level. In addition, the NFHS provides leadership in the field of high school athletics/activities administration, establishes rules and regulations for the sanctioning of high school athletics/activities events, and formulates model rationales for high school eligibility rules for use by high school athletics/activities administrators.

46. Dr. Karissa Niehoff, Executive Director of the NFHS has made clear that the NFHS opposes NIL rights for high school athletes.

47. Dr. Niehoff even went as far as equating the impact of NIL to that of the COVID-19 Pandemic:

> There is a troublesome issue on the horizon, however, that if not addressed appropriately could have a longer-term negative impact on education-based interscholastic sports and performing arts than the terrible, but more temporary, impact of any novel coronavirus.[1]

[1] 48. It is clear that the NFHS not only opposes name image and likeness, but exerts its influence over its member organizations (including the FHSAA) to act and think the same:

https://www.nfhs.org/articles/high-school-student-athletes-must-be-protected-from-name-image-likeness-issues/

> The issue of "name, image and likeness" and how it could impact high school students is huge. The battle for amateurism perhaps has been lost at the college level, but it must be maintained to preserve the greatest programs in this country – education-based interscholastic sports in our nation's high schools.[2]

D. The Plaintiffs

49. Plaintiff, Sal Stewart, is a senior high-school athlete that pays baseball at Westminster Christian School.

50. Plaintiff, Gilbert Frierson, is an intercollegiate football athlete that plays for the University of Miami football program.

51. On January 10, 2022, Sal Stewart was offered an endorsement contract by LifeWallet powered by MSP Recovery.

52. On January 10, 2022, Gilbert Frierson entered into a contract with LifeWallet powered by MSP Recovery where the Frierson would receive compensation in exchange for LifeWallet's use of his NIL.

E. About LifeWallet Powered by MSP Recovery

53. Medical errors are the third-leading cause of death in the United States. According to a recent study by John Hopkins, more than 250,000 people in the United States die every year because of medical mistakes.

54. To combat this, MSP Recovery developed LifeWallet. LifeWallet allows individuals to store and control all of their medical and prescription data on a secure and HIPAA compliant platform to ensure that healthcare professionals can access their medical history upon authorization to facilitate treatment.
[2]

55. MSP Recovery designed a blockchain ecosystem that can store, validate, and

[2] https://www.nfhs.org/articles/high-school-student-athletes-must-be-protected-from-name-image-likeness-issues/

transfer medical and prescription data, connect devices, and provide healthcare professionals access to patients' records before arriving to an emergency room to facilitate interoperability between patients and providers and ultimately save lives.

56. In essence, with LifeWallet, first responders and healthcare providers can quickly and easily access one's medical conditions when needed most. This enables informed decision-making, improved patient care, and most importantly – saves lives.

57. LifeWallet is vitally important for student athletes because statistics reveal that 90% of student athletes report some sort of sport-related injury, and therefore the company wanted to forge an alliance with the top players in the state of Florida to highlight its user ability and live saving technology but was precluded from doing so because of the NIL restrictions.

FACTUAL ALLEGATIONS

Sal Stewart

58. Stewart is a high school star baseball player at Westminster Christian School and is recognized as one of South Florida's premier baseball talents.

59. Currently, he is committed to one of the most respected baseball programs – Vanderbilt University.

60. As such, LifeWallet offered Stewart an endorsement contract in exchange for the use of his NIL.

61. However, the FHSAA prohibits Stewart from capitalizing on his "athletic fame" and entering into a contract with LifeWallet.

62. But for the FHSAA's bylaws, Stewart would have entered into the contract with LifeWallet.

Gilbert Frierson

63. Coming out of high school, Frierson was a top-rated recruit coming out of high school and committed to play for the University of Miami football program in 2018.

64. Since 2018, Frierson has been a consistent starter for one of the most well-recognized football programs in college football.

65. Frierson has one year of eligibility remaining to play football as an intercollegiate athlete.

66. To capitalize on his NIL, Frierson entered into a one-year contract for compensation with LifeWallet in exchange for the use of his NIL.

67. But for the NCAA's interim policy allowing athletes to engage in NIL activities that are consistent with the law of the state where the school is located, Frierson is subjected to Florida's temporal restrictions on his NIL agreement with LifeWallet.

CLASS REPRESENTATION ALLEGATIONS

68. Under Florida Rule of Civil Procedure 1.220, Plaintiffs seek class certification of the claims alleged in this action against Defendants IDS on behalf of themselves and their respective class members.

The High School Athlete Class

69. All Florida high school athletes that have been prohibited from entering into an agreement to receive compensation as a result of their NIL as a result of the FHSAA rules prohibiting such compensation or otherwise be in violation of the FHSAA rules and be deemed ineligible.

The Intercollegiate Athlete Class

70. All Florida intercollegiate athletes that were barred from entering into a NIL agreement by the NCAA prior to July 2021 or that are otherwise barred from entering into

agreements for beyond her or his participation in an athletic program at a postsecondary educational institution.

Rule 1.220(a) Requirements

71. **Numerosity**: Each of the High School Athlete Class and the Intercollegiate Athlete Class is so numerous and geographically so widely dispersed that joinder of all members is impracticable

72. **Commonality**: There are questions of law and fact common to each class. For example, (1) the same bylaws would apply equally to each member, (2) each member is damaged in the same manner, and (3) whether the athletes can enter into contracts exceeding the duration of their postsecondary educational institution.

73. **Typicality**: Each Plaintiff's claims are typical of the claims of the class that he represents.

74. **Adequacy of Representation**: Plaintiffs are adequate representatives of the Class, as Plaintiffs will fairly and adequately protect the interests and claims of all Class Members. Plaintiffs, as members of the Classes (as defined herein), are committed to the vigorous prosecution of this action, and retained competent counsel experienced in litigation of this nature. There is no hostility of interests between Plaintiffs and the Class Members. Plaintiffs anticipate no difficulty in the management of this litigation as a class action. Plaintiffs have no claims that are antagonistic to the claims of the Class Members and/or the claims it seeks to represent. To prosecute this case, Plaintiffs have retained John H. Ruiz, Frank C. Quesada, and the La Ley con John H. Ruiz, P.A. John H. Ruiz has served as lead class counsel for numerous class action cases presiding in both state and federal courts. In addition to being involved in these types of cases, John H. Ruiz handles other complex litigation matters, including trials. Specifically, John H. Ruiz and Frank C. Quesada have the experience and financial ability to prosecute this case.

Rule 1.220(b) Requirements

75. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. Individual joinder of each member of the Class is impractical, if not impossible. The prosecution of separate claims by individual members of the Class would create a risk of inconsistent or varying adjudications concerning individual members of the Class, which would establish incompatible standards of conduct for Defendants. Furthermore, the burden of this Court of handling several thousand individual cases arising from the same nucleus of operative facts would be excessive and burdensome. Individual litigation would also increase the expense and burden of the litigation to all parties and to the court system. A class action will concentrate all of the litigation in one forum with no unusual manageability problems. As such, Plaintiffs bring this class action under Florida Rules of Civil Procedure 1.220(b)(1) because the prosecution of separate claims or defenses by or against individual Class Members would create a risk of either: (a) inconsistent or varying adjudications concerning individual Class Members which would establish incompatible standards of conduct for the party opposing the Class; or (b) adjudications concerning individual Class Members which would, as a practical matter, be dispositive of the interest of other Class Members who are not parties to the adjudications, or substantially impair or impede the ability of other Class Members who are not parties to the adjudications to protect their interest.

76. Plaintiffs also bring this class action under Florida Rule of Civil Procedure 1.220(b)(2) as a result of the applicability of the laws and bylaws to all Class Members thereby making declaratory relief concerning the class as a whole appropriate.

77. Plaintiffs also bring this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist as to all Class Members as such

questions predominate over any question solely affecting any individual Class Member.

COUNT I – VIOLATION OF SECTION 542.18, FLORIDA STATUTES RESTRAINT OF TRADE OF COMMERCE (against FHSAA and NFHS)

78. Plaintiff realleges and restates paragraph 1 through 77 as if fully set forth herein and further states:

79. The FHSAA and NFHS have formed a contract, combination, or conspiracy to prohibit high school athletes from profiting off of their NIL.

80. As a result, the FHSAA by laws prohibit high school athletes, like Plaintiff, from profiting off their NIL i.e. "athletic fame" while participating in FHSAA sanctioned sports.

81. The restraints imposed by the FHSAA prohibiting high school athletes from capitalizing on their "athletic fame by receiving money or gifts of a monetary nature" constitute an anticompetitive, horizontal agreement among competitors to fix artificially the remuneration for the services of high school athletes in violation of Fla Stat. §542.18. The restraints also constitute an unlawful group boycott of any institutions or high school athletes who would not comply with these unlawful price fixing arrangements.

82. The restraints operate as a perpetual horizontal price-fixing agreement, and group boycott, each of which is per se unlawful.

83. The restraints also constitute an unreasonable restraint of trade under the rule of reason, whether under a "quick look" or full-blown rule of reason analysis. The FHSAA has market power in the relevant markets for the services of top-tier high school athletes.

84. The FHSAA's price-fixing agreement and group boycott is a naked restraint of trade without any pro-competitive purpose or effect. Less restrictive rules can be implemented to achieve any purported procompetitive objectives of the FHSAA.

85. The FHSAA is a participant in this unlawful contract, combination, or conspiracy.

86. The Plaintiffs have suffered and will continue to suffer antitrust injury by reason of the continuation of this unlawful contract, combination, or conspiracy. Rule 9.9.2(c) of the FHSAA Bylaws has injured and will continue to injure Plaintiffs by depriving them of their ability to receive market value for their services as high school athletes in a free and open market.

WHEREFORE, Plaintiff and the Intercollegiate Athlete Class request this Court to enter judgment against the NCAA for damages, attorneys' fees, costs, and such other relief this Court deems fair and just.

COUNT II – DECLATORY JUDGMENT
FREEDOM TO CONTRACT (against FHSAA)

87. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs 1 through 77.

88. Article 1, Section 2 of the Florida Constitution states "[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property."

89. The freedom to contract emanates from the right to "acquire, possess, and protect property" in the Article 1, Section 2 of the Florida Constitution.

90. The FHSAA is as the governing nonprofit organization of athletics in Florida public schools. § 1006.20, Fla. Stat.

91. As the designated state actor for Florida athletics, the FHSAA must adopt bylaws that establish eligibility requirements for all students who participate in high school athletic competition in its member schools. § 1006.20(2), Fla. Stat.

92. Rule 9.9.2(c) of the FHSAA Bylaws state that a student-athlete forfeits amateur status in a particular sport for one year by "[c]apitalizing on athletic fame by receiving money or

gifts of a monetary nature."

93. Rule 9.9.2(c) restricts the Plaintiffs' freedom to contract for compensation on the basis of their athletic fame without forfeiting their amateur status in their respective sport.

94. Stewart and the class members are in doubt on the validity and enforceability of Rule 9.9.2(c) of the FHSAA Bylaws and whether the rule is a valid exercise of the State's police power, and thus an unconstitutional violation of the right to contract under Article 1, Section 2 of the Florida Constitution.

95. Plaintiffs request this Court to enter an Order declaring that Rule 9.9.2(c) of the FHSAA Bylaws is an invalid exercise of the State's police power, and thus an unconstitutional violation of the freedom to contract under Article 1, Section 2 of the Florida Constitution.

WHEREFORE, Plaintiff and the High School Athlete Class request this Court for a declaration pursuant that Chapter 86 that Rule 9.9.2(c) of the FHSAA Bylaws is invalid, null and void, and otherwise, unenforceable and such other relief this Court deems appropriate and necessary.

COUNT III – VIOLATION OF SECTION 542.18, FLORIDA STATUTES
RESTRAINT OF TRADE OF COMMERCE (against NCAA)

96. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs 1 through 77.

97. Prior to the NCAA issuing an interim NIL policy in July 2021, the NCAA imposed restraints on all intercollegiate athletes from profiting off their name, image, and likeness

98. The restraints imposed by the NCAA limiting the remuneration that the member institutions may provide to members of the Intercollegiate Athlete Class constituted an anticompetitive, horizontal agreement among competitors to fix artificially the remuneration for the services of the members of each class in violation of section 542.18, Florida Statutes. The

restraints also constituted an unlawful group boycott of any institutions or players who would not comply with these unlawful price fixing arrangements.

99. The restraints operated as a perpetual horizontal price-fixing agreement, and group boycott, each of which is *per se* unlawful.

100. The restraints also constituted an unreasonable restraint of trade under the rule of reason, whether under a "quick look" or full-blown rule of reason analysis.

101. The NCAA's price-fixing agreement and group boycott was a naked restraint of trade without any pro-competitive purpose or effect. Less restrictive rules could have been implemented to achieve any purported procompetitive objectives of the NCAA.

102. The NCAA is a participant in this unlawful contract, combination, or conspiracy.

103. The Plaintiff and class members have suffered and will continue to suffer antitrust injury by reason of the continuation of this unlawful contract, combination, or conspiracy. NCAA and its conferences' rules have injured Plaintiff and the class members, which deprived them of their ability to receive market value for their services as intercollegiate athletes in a free and open market.

WHEREFORE, Plaintiff and the Intercollegiate Athlete Class request this Court to enter judgment against the NCAA for damages, attorneys' fees, costs, and such other relief this Court deems fair and just.

COUNT IV – DECLATORY JUDGMENT
FREEDOM TO CONTRACT (against NCAA)

104. Plaintiffs repeat and re-allege each of the allegations contained in paragraphs 1 through 77.

105. Pursuant to the NCAA's interim name, image, and likeness policy, student athletes can engage in NIL activities that are consistent with the law of the state where the school is located.

106. Pursuant to the NCAA's interim policy, the new policy will stay in place until federal legislation or new NCAA rules are adopted.

107. Pursuant to section 1006.74(j), Florida Statutes an intercollegiate athlete cannot enter into a contract for compensation for their name, image, and likeness for "beyond her or his participation in an athletic program at a postsecondary educational institution."

108. Section 1006.74(j), Florida Statutes, states that:

> The duration of a contraction for representation of an intercollegiate athlete or compensation for the use of an intercollegiate athlete's name, image, or likeness may not extend beyond her or his participation in an athletic program at a postsecondary educational institution.

109. Section 1006.74(j) restricts Frierson and the class members' freedom to contract for compensation on the basis of his athletic fame by limiting the contract to a duration no longer than his stay in an athletic program at a postsecondary educational institution.

110. Frierson enrolled in the University of Miami as an intercollegiate football athlete in 2018.

111. Frierson has one year of eligibility remaining to play football as an intercollegiate athlete.

112. Frierson entered into a one-year contract for compensation with LifeWallet in exchange for the use of his name, image, or likeness.

113. However, but for the section 1006.74 temporal limitation for contracts, LifeWallet and Frierson would have entered into a contract that would have extended beyond his participation in an athletic program at a postsecondary educational institution.

114. Frierson is in doubt on the validity and enforceability of section 1006.74(j) and whether the statute is a valid exercise of the State's police power, and thus an unconstitutional violation of the right to contract under Article 1, Section 2 of the Florida Constitution.

115. Frierson requests this Court to enter an Order declaring that Section 1006.74(j) is an invalid exercise of the State's police power, and thus an unconstitutional violation of the freedom to contract under Article 1, Section 2 of the Florida Constitution.

WHEREFORE, Plaintiffs request this Court for a declaration pursuant to Chapter 86 that the NCAA's interim rule allowing individuals to engage in NIL activities consistent with the law of the state where the school is located. is invalid, null and void, and otherwise, unenforceable and such other relief this Court deems appropriate and necessary.

DEMAND FOR JURY TRIAL

Plaintiffs on behalf of themselves and all others similarly situated who may join this action, hereby demand a trial by jury on all the issues so triable againstDefendants.

Dated: January 10, 2022.

Respectfully submitted,

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