



Sigma Tau Gamma Fraternity

Founded June 28, 1920

P O L I C I E S

SIGMA TAU GAMMA CLAIM AND DISPUTE RESOLUTION PLAN

1. Purpose

The Sigma Tau Gamma Claim and Dispute Resolution Plan is designed to provide the efficient, speedy, fair, and cost-effective resolution of any disputes between Sigma Tau Gamma Fraternity, Inc., Sigma Tau Gamma Foundation, Inc, WPN National Housing Company, LLC, and any of its members related to or arising out of the membership relationship or participation in Fraternity activities. This includes, but is not limited to, any legal disputes which any present or former Sigma Tau Gamma Fraternity member may assert against the Fraternity, its university or college affiliated chapters, or any of the officers, directors, present and former members, or associate members of the Fraternity. The intention of the Plan is to create an exclusive procedural mechanism for the resolution of disputes. It does not reduce or enlarge substantive rights available under existing law.

2. Definitions

- A. "Arbitration" means any federal or state recognized arbitration procedure or any similar local group of arbitrators selected to resolve disputes under the Plan.
- B. "Sponsor" means Sigma Tau Gamma Fraternity, Inc., Sigma Tau Gamma Foundation, Inc., WPN National Housing Company, LLC, WPN Management Company, LLC, and any parent, subsidiary, or affiliated organizations, as well as college, university, and affiliated chapter organizations across the United States.
- C. "Act" means the Federal Arbitration Act, 9 U.S.C. § 1 et seq., as amended from time to time.
- D. "Fraternity" means Sigma Tau Gamma Fraternity, Inc., Sigma Tau Gamma Foundation, Inc., WPN National Housing Company, LLC, WPN Management Company, LLC, all college and university affiliated Sigma Tau Gamma chapters across the United States, all Sigma Tau Gamma chapter housing corporations and alumni associations, all Sigma Tau Gamma alumni chapters, as well as all of any of these organizations' officers, directors, trustees, managers, attorneys, and agents.
- E. "Claim" means any legal or equitable claim, demand, or controversy for any injury, equitable relief or damage arising out of any wrongdoing, statute, or contract breach involving the Fraternity. This includes, but is not limited to, any allegation of negligence, intentional act, hazing, defamation, libel, slander, discrimination, or any type of wrongdoing whatsoever.

- F. "Dispute" means a claim, demand, or controversy to which this Plan applies between the persons bound by this Plan and any person or anyone otherwise entitled to the benefits of this Plan.
- G. "Member" means any initiated member, new member, associate member, new initiate, existing member, alumnus, or former member of Sigma Tau Gamma Fraternity.
- H. "Plan" means this Sigma Tau Gamma Claim and Dispute Resolution Plan, as amended from time to time.

3. Application and Coverage

- A. Until revoked by the Fraternity, this Plan applies to and binds the Fraternity and each Member on or after the Effective Date of this Plan, as well as the heirs, beneficiaries, and assignees of any such person. All such persons shall be deemed parties to this Plan.
- B. Except as expressly provided for or excluded herein, this Plan applies to any legal or equitable claim, dispute, demand, or controversy, in tort or contract, under any local, state, or federal statute, or any allegation of violation of any legal obligation or duty, between the persons bound by this Plan, or between a person bound by the Plan or any person or entity entitled to its benefits, which relates to, arises from, concerns or involves in any way any Claim or Dispute as defined herein arising out of or involving the Fraternity or any Fraternity activity.
- C. This Plan does not apply to the following:
 - i. Claims for workers' compensation benefits or unemployment;
 - ii. Monetary claims brought against a Member by the Fraternity for unpaid dues, fees, fines, rent, property damage, or other charges routinely placed on a Member's account statement;
 - iii. Disciplinary proceedings brought by or against a Member, including but not limited to expulsion proceedings, that are otherwise subject to the normal disciplinary procedures of the Fraternity;
 - iv. Disciplinary proceeding brought by Sigma Tau Gamma Fraternity against any Chapter, Alumni Chapter, Alumni Association, Housing Corporation, or other similar entity;
 - v. Eviction or similar proceedings brought by the Fraternity against a Member for violation of a rental agreement; and

- vi. Monetary claims for \$2,500.00 or less, inclusive of attorney fees, brought by a Member against the Fraternity, but only if all of the following apply:
 - a. Said claim is not brought as a class action claim;
 - b. If the claim brought includes a claim against Sigma Tau Gamma Fraternity, Sigma Tau Gamma Foundation, WPN National Housing Company, WPN Management Company, LLC, and/or any of these entities' officers, directors, trustees, managers, attorneys, and/or agents, that the claim is filed in a court of appropriate jurisdiction located in Marion County, Indiana;
 - c. If a claim is brought only against a Sigma Tau Gamma Chapter, Alumni Chapter, Alumni Association, Housing Corporation, and/or any of these entities' officers, directors, managers, attorneys, and/or agents, that the claim is filed in a court of appropriate jurisdiction located in the venue where an entity defending the claim is located.

4. Resolution of Disputes

All disputes not otherwise settled by the parties shall be finally and conclusively resolved under this Plan.

5. Amendment

This Plan may be amended by the Fraternity at any time, but no amendment shall apply to a dispute which is the subject of a pending Arbitration at the time of any such amendment.

6. Applicable Law

- A. The Federal Arbitration Act shall apply to this Plan and any proceedings under this Plan, including any actions to compel, enforce arbitration, confirm or vacate arbitration proceedings and awards, and any other action in reference to Arbitration under the Plan.
- B. Other than as provided herein, the substantive legal rights, remedies, and defenses of all parties are preserved in any Arbitration, and the arbitrator shall have the authority to determine and implement the applicable law and order any and all relief, legal or equitable, including damages, which a party could obtain from a court or competent jurisdiction from which the Claim or Dispute arose.

7. Exclusive Remedy

Proceedings under this Plan shall be the exclusive, final, and binding method by which any and all disputes, claims, and controversies are resolved. As such, the institution of

Arbitration proceedings under this Plan shall be a condition precedent to the initiation of any legal action against the Fraternity arising out of membership or participation in the Fraternity activities by a Member, and any such legal action shall be limited to those under the Act. In the event any person bound by this Plan initiates legal proceedings, such Member consents to the initiation of a motion to compel Arbitration or similar filing in a state or federal court located in Marion County, Indiana on behalf of the Fraternity.

8. Effective Date

The Effective Date of this Plan is November 12, 2020.

9. Severability

The terms of this Plan are severable, that is, the invalidity or unenforceability of any provision shall not affect the application of any other provisions. Whenever possible, any invalid provision of the Plan will be reformed and enforced.

10. Consent and Assent

By affiliating with Sigma Tau Gamma Fraternity, through membership, associate membership, or otherwise becoming a new member or continuing membership after the Effective Date, all persons covered by this Plan agree to and consent to be bound by both this Plan during their membership and after termination of their membership.