



Resolution 3: Demanding mandatory arbitration and class action bans be removed from CASHNet and other community agreements

Abstract: Cornell's CASHNet payment system mandates arbitration to resolve disputes and bans class actions, practices condemned by our own Law and ILR faculty. These terms should not appear in any agreement Cornell presents its community.

Sponsored by: Jaron Kent-Dobias

Whereas, making a payment to Cornell's Bursar using the online CASHNet system requires agreeing to "arbitrate all disputes and claims between you and [the Bursar's contracted service provider] before the American Arbitration Association ("AAA") under the Federal Arbitration Act, and not to sue in court in front of a judge or jury."

Whereas, Cornell Law Professor Katherine Stone and ILR Professor Alexander Colvin have written that "delegating dispute resolution to arbitration [...] permits corporations to write the rules that will govern their relationships with their workers and customers and design the procedures used to interpret and apply those rules when disputes arise."

Whereas, "[o]n average, employees and consumers win less often and receive much lower damages in arbitration than they do in court."

Whereas, use of CASHNet further requires agreeing that "you may only be able to bring a claim against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding."

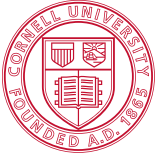
Whereas, the above amounts to a ban on class actions, "thereby preventing consumers or employees from joining together to challenge systemic corporate wrongdoing."

Whereas, the combination of mandatory arbitration and banning class actions "give corporations a "get out of jail free" card for all potential transgressions" and their proliferation is "undermining decades of progress in consumer and labor rights."

Whereas, Cornell should not subject any member of its community to these unfair terms.

Be it therefore resolved, the Office of the Bursar should ensure the mandate for arbitration and the ban on class actions be removed from the terms of CASHNet.

Be it further resolved, the University should review all other agreements to which its students, employees, and faculty are subject and ensure similar terms are not present.



Cornell University
Graduate and Professional
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31 **Be it further resolved,** the University push any department, office, or contracted corporation
32 whose agreements contain such terms to remove them.

33 **Be it finally resolved,** the University must never tolerate agreements or contracts facing members
34 of the Cornell and Ithaca communities—including those of service, employment, and housing—that
35 mandate arbitration or ban class actions.

36 Respectfully Submitted,

37 Jaron Kent-Dobias

38 Chair of the Student Advocacy Committee