CCBA Arbitration Procedure for Resolving Disputes With Members

The Chicago Contract Bridge Association ("CCBA"), through its Board of Directors, hereby adopts and ratifies the following findings and rules to establish a binding arbitration procedure to adjudicate all disputes between CCBA members or participants in CCBA events and the CCBA.

Findings and Philosophy

A. Any disputes between the CCBA and any (i) of its members (a CCBA member is any person who is a member of ACBL unit 123 or who was a member of ACBL unit 123 at the time that the dispute in question arose) or (ii) participants in its events that rise to the level of litigation are likely to involve intricacies of the game of bridge that factfinders like judges or juries are unable to properly understand unless they have substantial experience playing duplicate bridge. It is not feasible to communicate the technicalities and subtleties of duplicate bridge to factfinders who are not already experienced players.

B. It is important that any members or participants accused of misconduct have their conduct adjudged by duplicate bridge players of at least their levels of skill and experience and have a full and fair opportunity to confront their accusers and to respond to the allegations against them.

C. Traditional litigation processes are too slow and expensive for the adjudication of typical disputes that might arise between the CCBA and one of its members or participants, and such disputes ordinarily don’t justify the legal fees that would be expected to be incurred to fully and properly litigate the issues.

D. To maintain the confidence of CCBA members and participants in the effectiveness and integrity of the process, the arbitration proceedings should be reasonably transparent, with a transcript or other recording publicly posted and available to all CCBA members.

Arbitration Rules

1. Agreement of the Parties. Each person who is a member of the CCBA or who has entered any event in an CCBA-sponsored tournament or other event shall be deemed to have entered into an agreement and consented in writing and in a binding manner to all of the rules set forth below, and specifically to the below-described binding arbitration process as the exclusive forum for resolving all claims or disputes between the CCBA and any of its members or participants.

a. The CCBA, as an organization by and through its officers and directors; each member of the CCBA; and each player who enters an CCBA-sponsored tournament or event hereby agree to be bound by all of the rules set forth below establishing a binding arbitration process as the exclusive forum for resolving all claims between the CCBA and any of its members or participants.
b. The CCBA and each of its members or anyone who has entered any event in an CCBA-sponsored tournament or other event (referred to below as "the Parties" or a "Party" in the singular) hereby irrevocably waive any rights that they might otherwise have against any other Party to pursue legal action or any other remedy in the courts, before regulatory tribunals or otherwise arising out of or relating in any way to any claims or disputes between the CCBA and any other Party, excepting only such claims for relief that are expressly permitted by the US Arbitration Act, 9 USC 1 et seq.

c. Parties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof. No arbitrator in a proceeding under these rules is a necessary or proper party in judicial proceedings relating to the arbitration.

d. No testimony or other evidence or allegations in an arbitration hereunder shall be the subject of a defamation or similar claim, all such evidence or allegations being privileged by the need for full and complete candor of both factual and opinion testimony and framing of the issues in the arbitration. Any claim of defamation, libel, slander, fraud, bad faith or similar torts relating to the subject matter of testimony or other evidence or allegations in the arbitration shall be dealt with in and be within the exclusive jurisdiction of the arbitration.

2. **Roster of Arbitrators.** The CCBA shall establish from its members and from the membership of other bridge organizations a pool of 5 to 10 arbitrators who are highly skilled players in tournament bridge and who agree to serve as arbitrator and volunteer their time if they are selected. The list of arbitrators shall be publicly available and may change from time to time in the CCBA’s discretion.

   a. The CCBA shall establish a committee or task force to identify and contact potential arbitrators regarding their ability and willingness to serve on the panel. The following criteria shall be used to select arbitrators for the panel:

      (i) High skill level and experience.

      (ii) An unquestioned reputation for integrity.

      (iii) Willingness to serve on the panel in a fair and impartial manner and without compensation other than cost reimbursement.

      (iv) Good command of the English language.

   b. Each arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for evident partiality or lack of independence; inability or refusal to perform his or her duties pursuant to these rules with diligence
and in good faith; or any grounds for disqualification provided by applicable law.

c. However, it is acknowledged that virtually all highly skilled members of the CCBA know and have familiarity with many other CCBA members and participants and have or previously have had significant involvement in management of the CCBA, and that it is virtually impossible to identify suitable arbitrators who have no contacts or familiarity with any Party to a dispute. Accordingly, an arbitrator’s familiarity or contact with one or more of the Parties shall not be grounds for disqualification of that arbitrator unless the arbitrator is evidently partial to or against any of the Parties.

3. **Initiating an Arbitration.** The Party seeking relief (the "Claimant") may initiate an arbitration against any other Party (the "Respondent") by delivering a written Demand for Arbitration to the other Party that fairly informs the Respondent of the details of the claim being made against the Respondent. The Claimant shall promptly take reasonable steps to confirm the Respondent's receipt of the Demand for Arbitration. Any arbitration hereunder may include multiple Parties.

4. **Answering Statement.** After receiving a Demand for Arbitration, a Respondent shall have the right to file an Answering Statement setting forth the Respondent's position and shall identify one or more addresses where future notices may be sent. The Respondent shall deliver a copy of the Answering Statement to the other Party.

   a. Any Answering Statement shall be served on the other Parties within 28 days of Respondent receiving the Demand for Arbitration. The Respondent shall not be obligated to prepare an Answering Statement, and if none is received by the Respondent by the 28 day deadline, then the Claimant shall contact the Respondent to determine whether the Respondent intends to contest the allegations in the Demand for Arbitration; if the Respondent does intend to contest the allegations but does not file an Answering Statement, then the Respondent shall be deemed to have generally denied the allegations in the Demand for Arbitration.

   b. The Respondent may elect not to contest some or all of the allegations in the Demand for Arbitration, in which case the Respondent shall communicate this position to the Claimant, after which the arbitration shall be cancelled or its scope narrowed and the Claimant shall be entitled to consider the uncontested allegations in the Demand for Arbitration to be true.

   c. The Respondent may elect to place additional issues in contention by preparing and serving a Counter-Demand for Arbitration on the Claimant in the same manner as set forth above for service of the Claimant’s Demand for Arbitration, to which the Claimant may file an Answering Statement in the same manner as set forth for the Respondent above.
5. **Selection of Arbitrators.** The CCBA shall appoint a neutral person to contact as many arbitrators in the arbitrator pool as is necessary to assemble a list of at least five who believe that they would be neutral and available to adjudicate the dispute and shall send (electronically and by U.S. mail if feasible) to the Parties the list of names of the 5 (or more) available neutral arbitrators. The neutral person shall endeavor to select arbitrators from the pool who possess a level of skill at least equal to the skill level of the Parties. The Parties, including the CCBA, shall have 7 calendar days from the transmittal date in which to strike for cause names objected to, number the remaining names in order of preference, and return the list to the neutral person. No party shall strike more than five arbitrators from the list. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that Party. From among the persons who have been approved on the Respondent's list(s), and in accordance with all of the Parties’ designated order of preference, the neutral person shall contact and invite the acceptance of the three mutually highest ranked arbitrators to serve, and then lower-ranked arbitrators if higher ones are not available or able to serve.

   a. If acceptable arbitrators are unable or unwilling to act, or if for any other reason the three appointments cannot be made from the submitted list(s), the neutral person shall unilaterally make the appointment from among other members of the arbitrator pool without the submission of additional lists.

   b. In the event of a resignation, death, disability or other vacancy in a panel of arbitrators after the hearings have commenced, the remaining arbitrators may continue with the hearing and determination of the controversy, unless the Parties agree otherwise, provided that no fewer than two arbitrators remain on the panel. In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

6. **Arbitrator’s Disclosures.** No arbitrator shall agree to serve if there exists any circumstance likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present close social or financial relationship with the Parties or their representatives. Merely having played on a team or partnership with or against a Party shall not constitute a disqualifying social relationship. If an arbitrator has doubt as to whether any such circumstance exists, the arbitrator shall disclose the circumstance in writing to all Parties to the arbitration, who shall thereafter have the right to object and request the neutral party to remove the arbitrator and appoint a substitute, which the neutral shall promptly do.

7. **Communication with Arbitrators.** No Party to the arbitration may communicate directly with an arbitrator regarding the substance of the disputed issues without the participation of all other Parties in the communication. However, the CCBA may communicate with the arbitrators for the purposes of facilitating scheduling and other procedural and non-substantive issues and of helping the arbitrators to understand their roles, but not to discuss the substance of the disputed issues.
8. **Representation.** Any Party at its own expense may elect to be represented during any aspect(s) of the arbitration procedure by third party counsel, who need not be a lawyer, or to have a translator of his or her choice present. The panel of arbitrators may elect one of their number to be the chair of the panel, who then may, with the consent of the panel, represent and speak for the panel with regard to routine and administrative matters.

9. **Preliminary Hearing.** A preliminary hearing shall be scheduled as soon as practicable after the arbitrators have been appointed. The Parties along with their representatives shall attend or participate in the preliminary hearing. The preliminary hearing may be conducted in person or by telephone, videoconference or similar electronic means. At the preliminary hearing, the Parties and the arbitrators shall be prepared to discuss and establish a procedure and schedule for the conduct of the arbitration that is appropriate to achieve a fair, efficient, and economical resolution of the dispute, including, to the extent appropriate, the following:

   a. the possibility of other non-adjudicative methods of dispute resolution, including voluntary settlement and mediation;

   b. whether a Party will seek or provide a more detailed statement of claims, counterclaims or defenses;

   c. whether there are any anticipated amendments to the Parties’ claims, counterclaims, or defenses;

   d. whether there are any threshold or dispositive issues that can efficiently be decided without considering the entire case, including without limitation, reciprocity with other jurisdictions, consolidation of the claims or counterclaims with another arbitration, or bifurcation of the proceeding.

   e. whether and how the Parties will exchange documents or other information, including electronically stored information and/or its location if publicly available, on which they intend to rely in the arbitration, and/or make written requests or issue subpoenas for production of documents or other information within defined parameters;

   f. whether to establish any additional procedures, including but not limited to depositions under oath, to obtain information that is relevant and material to the outcome of disputed issues;

   g. how the costs of any searches for requested information or documents that would result in substantial cost should be borne, including the issuing of any subpoenas to third parties to testify at the hearing;

   h. whether the Parties intend to present evidence from expert witnesses, and if so, whether to establish a schedule for the Parties to identify their experts and exchange expert reports, if relevant and appropriate;

   i. the date, time and place of the arbitration hearing;
j. whether, at the arbitration hearing, testimony may be presented in person, in writing, by videoconference, via the internet, telephonically, or by other reasonable means; and

k. any other matter the arbitrators consider appropriate or a Party wishes to raise.

The arbitrators shall issue a written order memorializing decisions made and agreements reached during or following the preliminary hearing.

10. **Interim Orders and Objections.** The arbitrators shall have the authority to issue any orders necessary to enforce the provisions and intent of these rules and to otherwise achieve a fair, efficient and economical resolution of the case. If a Party believes that these arbitration procedures are not being properly or fairly followed, or that the Party is otherwise being treated unfairly, that Party shall promptly notify the arbitrators in writing of his or her belief and the reason(s) why. Any Party who proceeds with an arbitration hereunder after obtaining knowledge that any provision or requirement of these rules is unfair or has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

11. **Oaths.** Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrators may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any Party, shall do so.

12. **Postponements.** The arbitrators may postpone any deadline(s) or hearing(s) upon their own initiative, and shall postpone any proceedings upon agreement of the Parties, or upon request of one Party over the objection of the other Party if considerations of fairness, equity and/or economy justify the postponement. The arbitration may proceed in the absence of any Party or representative who, after due notice, fails to be present and fails to obtain a postponement. An award shall not be made solely on the default of a Party. The arbitrators shall require the Party who is present to submit such evidence as the arbitrators may require for the making of an award.

13. **The Evidentiary Hearing.** The Claimant shall present evidence to support its claim(s). The Respondent shall then present evidence to support its defense(s) and/or counterclaim(s). Each Party shall have the right to respond to the allegations of the other Parties, and each Party and its witnesses shall also submit to questions from the arbitrators and the other Parties. The arbitrators have the discretion to vary this procedure provided that the Parties are treated fairly and with equality and that each Party has the right to be heard and confront opposing witnesses and is given a fair opportunity to present its case and all evidence that it believes supports its position.

a. The arbitrators, exercising their discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and minimizing its cost and may direct the order of proof, bifurcate proceedings and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
b. When they deem it appropriate, the arbitrators may also allow for the presentation of evidence by alternative means including video conferencing, internet communication, telephonic conferences and means other than an in-person presentation. Such alternative means must afford a full opportunity for all Parties to present any evidence that the arbitrators deem material and relevant to the resolution of the dispute and, when involving witnesses, provide an opportunity for cross-examination.

c. The Parties may mutually agree on the locale where the arbitration is to be held. Any disputes regarding the locale shall be decided by the CCBA in its sole discretion. The CCBA shall endeavor to select a location to which it is convenient and inexpensive for the Parties and arbitrators to travel and one for which no rental fee is charged. The CCBA may make arrangements for paying any costs associated with the hearing space, subject to possible reallocation in the arbitration award.

d. The arbitrators will not be compensated for the time that they devote to the arbitration process, but the CCBA may reimburse the arbitrators for their reasonable travel, subsistence and lodging expenses, subject to possible reallocation in the arbitration award. The CCBA shall be entitled to establish reasonable conditions, rules and restrictions governing reimbursement of arbitrator expenses.

e. The CCBA will arrange for a stenographic transcript and/or comparable record to be made of the arbitration hearing, unless all Parties and the arbitration panel agree to forego such record, which shall be publicly posted on or linked to the CCBA website.

14. Evidence. The Parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrators may deem necessary to an understanding and determination of the dispute. The legal rules of evidence shall not be applicable. All evidence shall be taken in the presence of all of the arbitrators and all of the Parties, except where any of the Parties has absented himself or herself, is in default, or has waived the right to be present.

a. The arbitrators shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrators to be irrelevant, immaterial or excessively cumulative.

b. The arbitrators shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

c. The arbitrators may subpoena witnesses or documents upon the request of any Party or independently. If, after the hearing has closed, the Parties agree or the arbitrators direct that documents or other evidence be submitted to the arbitrators, the documents or other evidence shall be sent to or obtained by the CCBA for transmission to the arbitrators. All Parties shall be afforded
an opportunity to examine and respond to such documents or other evidence.

d. If a witness whose testimony a Party claims to be essential is unable or unwilling to testify at the hearing, either in person or through electronic or other means, either Party may request that the arbitrators subpoena and/or order the witness to appear in person for examination before the arbitrators at a time and location where the witness is willing and able to appear voluntarily or can legally be compelled to do so. Any such order may be conditioned upon payment by the requesting Party of all reasonable costs associated with such examination. If a witness defies a subpoena, the Party desiring the witness’s presence may, at its own expense, seek to enforce the subpoena in the appropriate judicial proceeding.

15. **Closing the Evidentiary Hearings.** At the end of the hearing, the arbitrators shall specifically inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrators shall declare the hearing closed. The arbitrators shall render their award within 30 calendar days from the closing of the hearings. The hearings may be reopened on the arbitrators' initiative, or by the direction of the arbitrators upon request of a Party, at any time before the award is made. If the hearing is reopened, then the award shall be due 30 calendar days from the closing of the reopened hearing.

16. **Decisions of the Arbitrators.** Except as set forth below, a majority of the arbitrators must make all decisions except that the chairperson of the panel may be authorized to resolve any disputes related to the exchange of information or non-substantive preliminary or procedural matters without the need to consult the full panel.

17. **Arbitration Award.** Any award shall be in writing and signed by a majority of the arbitrators. The award shall resolve all issues that are the subject of the dispute. Any arbitrator may dissent from or concur specially with any findings or decisions in the majority award and prepare his or her own award.

a. The arbitration award may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of the these rules, including, but not limited to, temporary or permanent expulsion from the CCBA.

b. The arbitration award may also grant a financial remedy from any Party to be paid to any other Party or to a non-party to the arbitration. The financial remedy may be based on principles of restitution, reliance and/or compensation for loss. The arbitration award may re-allocate procedural or other costs already spent and/or charge the costs of the arbitration proceeding against a Party whose position, submittals or other evidence is found to be dishonest, frivolous, intentionally deceptive or misleading, or otherwise presented or submitted in bad faith, including assertions or denials of facts or allegations that are clearly shown by the evidence to be unfounded.
c. If the Parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrators may set forth the terms of the settlement in a “consent award.”

d. Within 20 calendar days after the transmittal of an award, any Party to the arbitration, upon notice to the other Parties, may request the arbitrators to correct any clerical, typographical, or computational errors in the award. The arbitrators are not empowered to re-determine the merits of any claim already decided. The other Parties shall be given 10 calendar days to respond to the request. The arbitrators shall resolve the request within 20 calendar days after transmittal to the arbitrators of the request and any response thereto.