

**MARK SCHOLLENBERGER and GARALD BUMGARDNER**

**ACBL Case No: 2023-ACBL-38**

**IBA Case No: IBA-23-03**

Respondents Information

District: 8

Unit: 208

BBO usernames: Bumgardner (garalddb)

Schollenberger (mathais)

ACBL Information

ACBL Charging Party: McKenzie Myers

ACBL Co-Advocates: Jeff Edelstein and Justin Coniglio

Charge Date: August 10, 2023

CDR Version: July 15, 2022

**INSTITUTE FOR BRIDGE ARBITRATION**

**Case No. IBA-23-03**

**AMERICAN CONTRACT BRIDGE LEAGUE (claimant)**

**v.**

**MARK SCHOLLENBERGER and GARALD BUMGARDNER (respondents)**

**REVISED FINAL CONSENT AWARD**

**Background:**

The American Contract Bridge League (“ACBL”) is a nonprofit membership organization that accredits, organizes, and oversees competitions involving the card game Bridge. Bridge is a partnership game where two-person teams compete against one another. Bridge has an extensive system of rules (“Laws”), most relevantly including prohibitions against members of a partnership communicating with one another outside of the game’s permissible avenues. A partnership that violates the Laws could give itself a substantial competitive advantage over other partnerships who play in compliance with the Laws. The ACBL’s Code of Disciplinary Regulations (“CDR”) grants it the authority to police and punish violations of these Laws. Punishments range from placing offenders on probationary status to permanently expelling offenders from all ACBL-accredited events.

The Institute for Bridge Arbitration (“IBA”) is an organization created specifically to arbitrate certain Bridge-related disputes. The IBA’s panelists are chosen for their combination of specialized Bridge knowledge and dispute resolution experience.

Some ACBL-accredited bridge tournaments are hosted on an internet-based platform called Bridge Base Online (“BBO”). Respondents Mark Schollenberger and Garald Bumgardner are ACBL members who have repeatedly played Bridge together in ACBL-accredited tournaments hosted on BBO. On September 15, 2023, ACBL filed a Demand for Arbitration with the IBA alleging that respondents “had, at times, illicitly shared information about their hands and used this information to gain an unfair advantage over their opponents... in direct violation the CDR, specifically CDR 301(A)(2): Collusive Cheating, Online”. On October 13, 2023, the IBA appointed this panel to serve as arbitrators; without objection from either party, those appointments became effective on October 16.

On October 24, this panel was informed by the IBA that the parties had agreed to submit a consent award resolving this dispute for our consideration. We previously issued a consent award that was slightly different than the parties had contemplated. With the consent of both parties, we vacate that award and issue this revised award.

**Facts:**

Respondents Schollenberger and Bumgardner have admitted through their written statements to illicitly sharing information about their hands while playing in ACBL-sanctioned Bridge tournaments hosted on BBO. Specifically: respondents were sitting within hearing distance of one another while playing as partners. “While playing in ACBL online games, my partner and I sometimes exchanged unauthorized information about our hands. I can hear him from where he sits and sometimes he would say he misclick

and it would affect my bidding.” (Mark Schollenberger) “While playing in ACBL online games, I sometime bad click on the wrong cards or click on wrong bidding tile and gave away information to my partner, Mark Schollenberger. I have Parkinson.” (Garald Bumgardner)

### **Discussion:**

We find (and respondents do not dispute) that respondents’ conduct violates ACBL CDR 301(A)(2) (“an agreement... between two or more people, other than Collusive Signaling, to affect the outcome of a competition in any manner not expressly permitted by Law 73.<sup>1</sup>”). Under the CDR, the recommended punishment for violations of this provision is “no less than 2 years Suspension to Expulsion, with an appropriate term of Probation no less than 2 years following the term of Suspension, and removal of 25-100% of the Disciplined Person’s total masterpoint holding.” *CDR 301(A)(6)*. In this matter, both parties have asked us to accept an award with 6 months’ suspension, 2 years subsequent probation, and a 50 masterpoint forfeiture (which we are informed is under the guidelines’ recommended 25% minimum forfeiture threshold). In addition, the proposed agreement stipulates that respondents will pay ACBL’s \$900 costs in bringing this arbitration.

The settlement requested by the parties represents a substantial downward departure from the CDR’s punishment guidelines. Given that the CDR guidelines offer a wide range of possible punishments, we view a downward departure (as opposed to a punishment at the low end of the guidelines) as an exceptional request that can only be justified by exceptional facts. We find that the facts of this case meet that exceptional standard.

In particular, many mechanical errors in bids and plays (such as those caused by Parkinson’s disease) could be avoided or legally corrected in a live Bridge competition. For various practical reasons, those options are not available in Bridge tournaments hosted on BBO. It appears that some or all of the illicit communications admitted by respondents were designed to redress mechanical errors that would have been otherwise addressable in live tournaments. Thus, these communications were not as much out of line with the spirit of the Bridge Laws and the ACBL CDR as such conduct would normally be. Therefore, we can accept the parties’ negotiated solution in this highly unusual case.

### **ORDERED**

From the date of the parties’ agreement, October 23, 2023, respondents Garald Bumgardner and Mark Schollenberger are each suspended from ACBL for six months. After reinstatement, each respondent will be placed on disciplinary probation for two years, but shall be prohibited from playing as partners with each other on any ACBL online games for the first year of the probationary period. In addition, each respondent will forfeit 50 ACBL Masterpoints, and respondents will compensate ACBL \$900 for fees incurred in filing this arbitration within 14 days.

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<sup>1</sup> The “Law 73” referred to here is Law 73 of the Laws of Duplicate Bridge, which governs the ACBL itself as well as ACBL-accredited competitions. Law 73(B)(2) states that “The gravest possible offense is for a partnership to exchange information through prearranged methods of communication other than those sanctioned by these Laws.” The conduct admitted to by respondents uncontroversially violates this Law under the rules of Bridge.

/s Chris Willenken

Chris Willenken, Chair

    /s Karen Walker

Karen Walker

    /s Ellen Cherniavsky

Ellen Cherniavsky