

## Notice of Proposed Changes to the ACBL Bylaws

The ACBL Board of Directors voted to amend ACBL Bylaws at their March 2023 meeting; these changes are centered on the topic of arbitration. Before taking effect, there must be a second vote by the Board at least 30 days after this publication's notice, followed by ratification by the Advisory Council.

*Deletions are in strikethrough and underlined; additions are bold.*

**3.5 Arbitration.** ~~All members of the ACBL~~ **The following** shall be subject to binding and compulsory arbitration in cases and controversies involving the ACBL: ~~and applies to former members raising any issue related to their time as members, to non-members availing themselves of the privilege of entering any ACBL-sponsored competition, and also to members otherwise not in good standing, such as those on probation or suspension.~~ **all members, including members not in "good standing"; former members raising any issue related to their time as members; and non-members entering or participating in any ACBL-sponsored competition or otherwise availing themselves of the services of ACBL**

This Section shall serve as sufficient notice of compulsory arbitration to all ACBL members as may be required by any court of law. The ACBL may provide notice of such compulsory arbitration through other methods. **Specifics regarding arbitration are found in Article XII of these Bylaws.**

*For ease of reading, the all-new Article 12 is not underlined, nor does it use bold type, except for headers.*

## ARTICLE XII: ARBITRATION

**12.1 Arbitration.** For purposes of this Article, the members and ACBL agree that both duplicate bridge competition under ACBL auspices and the general operations of ACBL constitute "commerce" of an interstate or foreign nature as defined in Section 1 of the Federal Arbitration Act, 9 U.S.C. §1, and that, in relation to all disputes subject to arbitration under this Article otherwise subject to Canadian, Mexican, or Bermudian law, as a matter of contractual choice of law, the Federal Arbitration Act shall apply, including time limitations for review or confirmation of arbitration awards.

**12.2 Procedure.** Where any part of this Article provides for arbitration, arbitration shall be conducted exclusively under the rules of the Institute for Bridge Arbitration or, if such rules are for any reason not in existence or not, even by analogy, applicable to a particular controversy subject to arbitration, under the U.S. Federal Rules of Civil Procedure construed to address the arbitration context, *e.g.*, references to "judge", "court", "jury", or "jury trial" shall be understood as meaning "arbitrator(s)" or "arbitration panel" as the case may be.

**12.3 Exhaustion of Internal Processes.** After the exhaustion of internal processes, including review by the Appeals and Charges Committee if available, any disciplinary matter as between the League or any subsidiary agency, committee, or official on the one hand and any member on the other, shall be subject to arbitration as provided in this Article.

**12.4 Ethical Matters.** Any dispute concerning a disciplinary determination arising under Part 301 of the Code of Disciplinary Regulations (or any replacement), as adopted by the Board of Directors and as amended from time to time thereafter, shall be arbitrated before a panel of three (3) arbitrators assigned by the Institute for Bridge Arbitration.

**12.4.1 Scope of Arbitration.**

**12.4.1a When Internal Disciplinary Process Has Occurred.** When a disciplinary hearing and determination has been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee, or any duly authorized disciplinary committee, the arbitrators' review shall be limited to whether

- (1) the determination was procured by corruption, fraud, or undue means;
- (2) there was evident partiality or corruption in the adjudicators, or any of them;
- (3) the adjudicators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party were substantially prejudiced; or
- (4) the adjudicators exceeded their powers, or so imperfectly executed them that a proper decision upon the subject matter submitted was not made.

The established principles of harmless error shall apply.

If satisfied that any of grounds (1)-(4) have been clearly established and that such error(s) is (are) not harmless, the arbitrators shall remand for a new determination, and may additionally direct that one or more of the initial adjudicators shall not participate in further proceedings, and the arbitrators, in their discretion, may retain jurisdiction to review the remand proceedings. If no grounds (1)-(4) have been clearly established, the arbitrators shall confirm the determination.

**12.4.1b Where Internal Disciplinary Process Has Not Occurred.** Where a disciplinary hearing and determination have not been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee or any duly authorized disciplinary committee, the arbitrators' shall, on the basis of the competent evidence submitted, and after applying the test of comfortable satisfaction, render a written award determining all matters in dispute.

**12.5 Costs and Fees.**

**12.5.1a Initial Costs and Fees.** The party invoking arbitration shall initially be obligated to pay associated costs and fees.

**12.5.1b Arbitrators' Authority Over Costs and Fees.** The arbitrators may, in their discretion, direct that either party shall pay, or reimburse the other party for having paid, all or any portion of the associated costs and fees. The arbitrators may also, in their discretion, require either party to pay all or any portion of the other party's reasonable attorney fees relating to the arbitration, whenever the arbitrators determine that any issue or argument was raised or asserted without substantial basis in law or fact. For purposes of this Bylaw, "reasonable attorney fees" shall be evaluated according to the standards utilized by the United States federal courts for cases applying 42 USC §1988.

**12.5.1c Payment of Costs and Fees Prerequisite to Reinstatement:** Whenever a member of ACBL is required by the arbitrators to pay any costs or fees, including attorney fees, such costs or fees must be paid in order for such member to seek reinstatement (if expelled), or to regain good standing and the restoration of membership rights (if suspended or placed on probation).

**12.6 Venue.** The arbitrators shall designate a place for the arbitration to be conducted, which may be virtual, and shall be reasonably convenient to the parties and witnesses.

**12.6.1a Virtual Hearings.** When arbitration is to be conducted virtually, any location shall be deemed “reasonably convenient to the parties and witnesses.”

**12.6.1b Approved Locations.** The site of a North American Bridge Championship, during such event, or a location within ACBL Headquarters or within a 10 mile radius thereof, shall also be deemed “reasonably convenient to the parties and witnesses”.

**12.7 Conduct and Administrative Matters.** Any dispute concerning a disciplinary determination arising under Parts 302, 303 or 304 of the Code of Disciplinary Regulations (or their replacements), as adopted by the Board of Directors and as amended from time to time thereafter, shall not be subject to arbitration unless the Board of Directors shall, by a 2/3 vote, so provide by regulation.