

**A PROCEEDING BEFORE THE  
UNITED STATES SOCCER FEDERATION, INC.**

NATIONAL ASSOCIATION OF )  
COMPETITIVE SOCCER CLUBS, d/b/a )  
US CLUB SOCCER, AMERICAN )  
YOUTH SOCCER ORGANIZATION )  
MINNESOTA THUNDER ACADEMY, )  
COAST FUTBOL ALLIANCE, INC, and )  
VITESSE SOCCER, INC )

Complainants, )

v. )

MINNESOTA YOUTH SOCCER )  
ASSOCIATION, NORTH DAKOTA )  
YOUTH SOCCER ASSOCIATION, )  
SOUTH CAROLINA YOUTH SOCCER )  
ASSOCIATION, TENNESSEE STATE )  
SOCCER ASSOCIATION, UNITED )  
STATES YOUTH SOCCER )  
ASSOCIATION, and WISCONSIN )  
YOUTH SOCCER ASSOCIATION )

Respondents )

**AWARD OF THE ARBITRATOR**

**Issued: February 2, 2010**

This matter comes before the undersigned arbitrator by Grievance Complaint filed by the National Association of Competitive Soccer Clubs, d/b/a US Club Soccer (“US Club Soccer”), American Youth Soccer Organization (“AYSO”), Minnesota Thunder Academy, Coast Futbol Alliance, Inc., and Vitesse Soccer, Inc. (collectively the “Complainants”) against United States Youth Soccer Association (“USYSA”), Minnesota Youth Soccer Association (“MYSA”), North Dakota Youth Soccer Association (“NDYSA”), South Carolina Youth Soccer Association (“SCYSA”), Tennessee Youth Soccer Association (“TYSA”), and Wisconsin Youth Soccer Association (“WYSA”) (collectively the “Respondents”). The undersigned arbitrator, having duly considered the evidence and arguments submitted by the parties, enters this award.

## **I. INTRODUCTION**

This dispute arises out of competing views as to the rights and obligations of the parties as members of the United States Soccer Federation, Inc. (“The Federation” or “USSF”). Complainants AYSO and US Club Soccer are Organization Members of the Federation, and Complainants Minnesota Thunder Academy, Coast Futbol Alliance, Inc., and Vitesse Soccer, Inc. are all members of US Club Soccer. Respondent USYSA is also an Organization Member of the Federation, and the Respondent State Associations are each independent Organization Members of the Federation and are also members of USYSA.

The USSF is governed by bylaws, policies and resolutions adopted by the USSF Board of Directors and National Council. As an express condition to membership in the Federation, all members are required to comply with all such bylaws, policies and resolutions. Of particular significance for the purposes of this dispute are the USSF bylaws and policies designed to promote interplay, i.e., open competition between and among players and teams of different USSF members. By their Grievance, Complainants allege that Respondents have engaged in discriminatory conduct which violates the USSF bylaws, policies, and resolutions related to interplay.

The majority of Complainants’ allegations arise out of events related to the sanctioning of soccer events at the National Sports Center (“NSC”) in Blaine, Minnesota.<sup>1</sup> From when it opened in 1990 through 2008, the NSC sanctioned its events through MYSA. Starting in 2009, however, NSC began sanctioning its events through Minnesota Thunder Academy and US Club Soccer. According to Complainants, as retribution for sanctioning the 2009 NSC events through

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<sup>1</sup> The NCS is the largest soccer complex in the United States with approximately 52 soccer fields. Each year the NSC hosts a number of soccer tournaments that draw teams from across the country and around the world, including the USA Cup, the largest youth soccer tournament in the Western Hemisphere.

US Club Soccer, Respondents USYSA, MYSA, WYSA and NDYSA conspired to prevent their respective members from participating in the 2009 NSC events or other events not affiliated with USYSA. Specifically, Complainants allege that MYSA, NDYSA, WYSA, and USYSA all agreed that they would notify their members that these events were not “sanctioned” by Respondents, that the insurance coverage which their respective members had purchased through Respondents would not cover participation in these events, and that they would deny their members the right to use their USYSA player cards or rosters for these events.

Unrelated to the 2009 NSC events, Complainants allege that Respondent WYSA further violates USSF rules related to interplay by broadly prohibiting its members from participating in activities with non-USYSA members, and that Respondent SCYSA violates USSF rules related to interplay by refusing to recognize Complainants’ insurance.

## **II. STANDARD OF REVIEW**

Despite repeated requests from the Arbitrator to do so, Complainants are unable to clearly articulate how Respondents’ conduct constitutes a violation of any *specific* USSF bylaw, policy or resolution. Rather, Complainants suggest an interpretation of the USSF rules which would either (i) permit the Arbitrator to find in Complainants’ favor if the Arbitrator determines that Complainants have engaged in conduct which is adverse to the best interests of soccer or the Federation; or (ii) require that the Arbitrator construe the USSF’s interplay bylaws and policies as “inextricably intertwined” rules which collectively require that all Organization Members treat other Organization Members alike.

Notwithstanding Complainants' suggestion to the contrary, and in the absence of any USSF bylaw which would provide for such a role<sup>2</sup>, the Arbitrator is not tasked with determining whether specific conduct is or is not in the best interests of soccer or the Federation. That is a task better suited to the Federation itself. It is presumed that the USSF National Council and Board have considered that objective, and that the USSF's bylaws, policies, rules and resolutions are themselves designed to serve the best interests of soccer. Moreover, the Arbitrator will not, as Complainants suggest, read beyond the unambiguous terms of the USSF bylaws and policies in search of additional requirements or prohibitions which are not revealed by the plain language of the rules.

Accordingly, any award in favor of Complainants must be based upon a finding, after considering the evidence, that Respondents violated a specific USSF bylaw, policy, or resolution. The Complainants bear the burden of proof to demonstrate that such a violation has occurred. The analysis below, therefore, focuses upon (i) the specific bylaws, policies, or resolutions alleged to have been violated, and (ii) whether Complainants have carried their burden in proving that the Respondents violated those specific bylaws, policies, or resolutions.

### **III. DISCUSSION**

Complainants allege that Respondents have engaged in conduct which violates the USSF's bylaws, policies, and resolutions related to interplay. Specifically, Complainants allege (i) that Respondent State Associations provide insurance to their members which covers participants from Respondent State Associations when participating in soccer activities with

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<sup>2</sup> Complainants correctly note that Bylaw 241 provides that the Board of Directors may suspend, fine, or terminate any Member of the Federation if the Board determines that the conduct of the member is adverse to the best interests of soccer or the Federation. This, however, is not a hearing before the Board of Directors under Bylaw 241, and the Arbitrator will not presume to act on the Board's behalf.

other USYSA State Association members, but does not cover the participants of Respondent State Associations when participating in the activities of other USSF Organization Members; (ii) that Respondent SCYSA refuses to recognize insurance that participants receive from AYSO and US Club Soccer; (iii) that Respondents preclude the use of USYSA issued player passes at non-USYSA competitions; and (iv) that Respondent WYSA prohibits its members from participating in interplay.

At the outset, the Arbitrator notes, as discussed more fully below, that the USSF's interplay rules do not broadly require that Organization Members treat all other Organization Members identically. Rather, the USSF interplay rules cited by Complainants are tailored to prevent two specific types of conduct which might interfere with interplay. First, the rules provide that Organization Members may not discriminate against the participation of players or teams based on their membership in or affiliation with another organization. Second, Organization Members may not interfere with their own members' opportunity to participate in the activities of other organizations. Despite the foregoing, Complainants have spent significant time addressing the question of whether Respondents' policies "discriminate" against Complainants simply by treating Complainants differently, while paying little attention to the question of whether such conduct invokes the types of specific disparate treatment prohibited by the USSF's rules, i.e., whether Respondents' policies discriminate against Complainants' participation in Respondents' activities or whether Respondents' policies interfere with their members' participation in Complainants' activities.

The Arbitrator further notes that to the extent Complainants do address the relevant question, Complainants' position appears to be that Respondents' policies are facially invalid, that is, because such policies, on their face prohibit or interfere with interplay, such policies are

impermissible under any circumstance. However, though not clearly articulated by Complainants, the Grievance may also fairly be read to suggest that while the Respondents' policies do not directly prohibit or interfere with interplay, the policies, or the Respondents' communication of those policies to their members, nonetheless violate USSF rules. This theory is premised on the notion that the policies, or Respondents' communications related to the policies, have the residual effect of conveying to Respondents' members the impression that they are not to participate in activities with non-USYSA members. The Arbitrator notes that Complainants generally do not suggest whether they are proceeding under one theory, the other, or both, but rather have left it to the Arbitrator to discern how Respondents' conduct may be construed as a violation of the applicable USSF rules.

Keeping the foregoing in mind, each allegation is addressed in turn below.

**A. Insurance**

Complainants allege that the Respondent State Associations violate USSF's interplay rules by refusing to provide excess medical insurance<sup>3</sup> and commercial general liability insurance for players, officials, coaches, administrators, managers and volunteers of Respondent State Associations when participating in soccer activities with Complainants. (Compl. post-hearing brief at 20.) The thrust of Complainants' argument is that: (i) Respondent State Associations are each independent Organization Members of USSF and are also members of USYSA; (ii) Respondent State Associations provide insurance coverage for their members when they participate in activities sponsored by other State Associations, i.e., other USSF Organization

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<sup>3</sup> Excess medical insurance provides secondary medical expense reimbursement for an individual when accidental injury occurs while participating in a covered activity. This coverage is triggered after the exhaustion of all other medical coverage for which the individual may be eligible. If the participant lacks any other medical insurance, the policy becomes the primary form of coverage. Such coverage includes expenses for emergency medical care, doctor visits, hospitalizations, physical therapy, and medications.

Members who are also members of USYSA; (iii) Respondent State Associations do not provide insurance coverage for their members when they participate in activities sponsored by Organization Members such as US Club Soccer and AYSO who are not affiliated with USYSA; and (iv) Respondent State Associations' decision to provide their members with insurance coverage for particular events based solely on the sponsoring organizations' affiliation or non-affiliation with USYSA violates the USSF rules related to interplay. (Id. at 10-12.) Specifically, Complainants allege violations of USSF Bylaw 603, USSF Policy 601-7 and the USSF's February 16, 2003 Board Resolution. (Id. at 10-13, 19-23.)

i. USSF Bylaw 603

As noted above, there are generally two forms of discriminatory conduct which might obstruct free and open interplay and which the USSF rules are designed to prevent. First, an organization sponsoring activities might discriminate against the participation of players or teams based on the player or team's affiliation with another organization. Second, an organization might interfere with its own members' participation in the activities of other organizations. The Complainants' insurance-related Grievance alleges the latter form of discrimination, i.e., Respondents' policies with respect to insurance discourage Respondents' own members from participating in events sponsored by Complainants. The plain language of Bylaw 603, however, indicates that it is intended to address only the first form of discriminatory conduct. The second form of discrimination is addressed elsewhere in the USSF's bylaws and policies.

Specifically, USSF Bylaw 603 Section 2 provides that:

An Organization Member ... shall not discriminate against the participation of players, teams, coaches or clubs on the basis of that player, coach, team or club's membership in, or affiliation with, another organization. The federation encourages its Organization Members to allow teams of all other Members to

participate in tournaments sponsored by them or any of its organization members when the teams otherwise comply with the tournament eligibility requirements. A tournament sponsor may charge each team of another member an additional fee of not more than \$25 to participate in the tournament.

Complainants suggest that this language broadly requires all Organization Members to treat all other Organization Members alike. (Compl. post-hearing brief at 10.) The plain language of the provision, however, indicates that a more narrow construction is appropriate. The Bylaw's unambiguous terms state that it is specifically aimed to prevent discrimination against the participation of players, teams, coaches, or clubs, based on their affiliation with or membership in another organization. It is clear that Bylaw 603 is intended to prevent the first form of discrimination described above. By its plain terms, it prevents organizations which sponsor activities from discriminating against the participation of players, teams, coaches or clubs based on the player, team, coach or club's membership in or affiliation with another organization.

The Complainants simply do not allege conduct which falls within this classification. Complainants do not allege or point to any evidence which suggests that players, teams, coaches, or clubs of US Club Soccer or AYSO have been discriminated against with respect to the opportunity to participate in USYSA activities. Rather, Complainants allege that the decision by Respondent State Associations not to provide insurance for their own players, officials, coaches, administrators, managers and volunteers when participating in non-USYSA activities discourages members of Respondent State Associations from participating in non-USYSA activities. Regardless of whether Respondents' conduct does or does not discourage its members from participating in US Club Soccer or AYSO activities, this conduct simply cannot be construed to fall within the category of discrimination contemplated by Bylaw 603.



Accordingly, the Arbitrator finds that Respondent State Associations do not violate Bylaw 603 by denying insurance coverage to their members when participating in non-USYSA events.

ii. USSF Policy 601-7

Unlike Bylaw 603, USSF Policy 601-7 is designed to prevent the situation where an Organization Member interferes with the opportunity of its own members to participate in the events of other Organization Members. Specifically, USSF Policy 601-7 Section 1(B) provides, in pertinent part, that “[n]o Organization Member or member of an Organization Member shall interfere with the opportunity of a player, coach or team to travel to compete in a competition” involving Organization Members. Section 2(B) of Policy 601-7 further provides that “[n]o Organization Member or member of an Organization Member shall have a bylaw, rule or policy that prohibits their members from participating in unrestricted tournaments.”

Accordingly, Complainants contend that denying insurance coverage “unquestionably interferes” with the opportunities of players, coaches, and teams to travel to and compete in non-USYSA competitions. (Compl. post-hearing brief at 20.) Complainants further suggest that by not permitting their players, coaches and teams to use basic membership benefits such as insurance, Respondent State Associations have effectively prohibited such “members” from participating in unrestricted tournaments as “members” of Respondent State Associations. (Id.)

The Arbitrator finds Complainants’ suggestion that the denial of insurance coverage interferes with the opportunity of Respondent State Associations’ members to compete in non-USYSA events unavailing. Complainants are unable to point to any USSF bylaw, policy or resolution regarding the obligation of Organization Members to provide insurance for their members at all. In the absence of any affirmative obligation to provide insurance, the decision to

provide any insurance at all can be viewed only as a benefit which Respondent State Associations have chosen to provide for their members. The Complainants' position fails to account for the distinction between providing a benefit for participation in USYSA activities as opposed to actively interfering with participation in non-USYSA activities. From the fact that Respondent State Associations have elected to provide the benefit of insurance to their members when they participate in USYSA events, it does not follow that Respondent State Associations have interfered with their members' opportunity to participate in non-USYSA events. Rather, given that the USSF does not require that Organization Members provide any insurance at all, the opportunity of members of Respondent State Associations to participate in non-USYSA events is left entirely unaltered by the decision of Respondent State Associations to provide insurance coverage for USYSA events.

Indeed, the only USSF rule which directly addresses insurance requirements at all, the USSF's February 16, 2003 Board Resolution, provides simply that, "no Organization Member may use insurance to prohibit players or teams from participating in competitions sponsored by any Organization Member or member thereof." This policy implicitly contemplates that not all Organization Members will be covered by insurance and expressly provides that Organization Members may not use such lack of insurance to prohibit players or teams from participating in an event. Given that USSF policy expressly provides that all participants must be permitted to participate in any USSF event, regardless of whether they are covered by insurance, it necessarily follows that whether Respondent State Associations' members are covered by insurance for a particular event cannot, in and of itself, interfere with the ability of such members to participate in that event. Accordingly, the Arbitrator finds that Respondent State Associations

do not “interfere” with the opportunity of their members to participate in non-USYSA events by refusing to provide insurance coverage for those events.

The Arbitrator is likewise un-persuaded by Complainants’ argument that by not permitting their players, coaches and teams to use basic membership benefits such as insurance, Respondent State Associations have effectively prohibited such members from participating in unrestricted tournaments as “members” of Respondent State Associations. The Arbitrator finds nothing in the USSF bylaws, policies, or resolutions to support the proposition that Organization Members must afford the same benefits to their players or teams when participating in another organization’s activities as apply when the player or team is playing within their own organization. The provision cited by Complainants provides only that Organization Members may not prohibit their members from participating in unrestricted tournaments. Respondents have not done so through the provision of insurance for USYSA activities.

Accordingly, the Arbitrator finds that Respondents have not violated USSF Policy 601-7 by providing their members with insurance which does not cover participants when participating in non-USYSA events.

iii. February 16, 2003 USSF Board Resolution

The February 16, 2003 USSF Board Resolution provides, in pertinent part that “no Organization Member may use insurance to prohibit players or teams from participating in competitions sponsored by any Organization Member or member thereof.”

As above, Complainants fail to distinguish between providing a benefit when members participate in USYSA events on the one hand versus actively prohibiting members from participating in non-USYSA events on the other. As noted above, USSF rules do not require that Organization Members provide any insurance for their members at all. The fact that

Respondents choose to provide insurance for their members when participating in USYSA events cannot fairly be said to prohibit their members from participating in non-USYSA events. Rather, the opportunity of members of Respondent State Associations to participate in non-USYSA events is left unaltered by the decision of Respondent State Associations to provide insurance coverage for USYSA events.

Accordingly, the Arbitrator finds that Respondents have not violated the February 16, 2003 Board Resolution by refusing to provide insurance coverage for their members when participating in non-USYSA events.

iv. Complainants' Allegations Related to SCYSA

Complainants allege a second, independent type of insurance related discrimination by Respondent SCYSA. Complainants allege that SCYSA does not recognize the insurance that players, teams, coaches and clubs receive from AYSO and US Club Soccer, thus requiring those players, teams, coaches and clubs to purchase additional insurance. (Compl. post-hearing brief at 14.) Specifically, Complainants point to tournament applications in which the tournament host states that AYSO and US Club Soccer teams must pay an additional \$50 insurance fee (Compl. Ex. 26, 27.)

Respondents contend that Complainants misinterpret the language of the tournament application in question. According to Respondents, the \$50 insurance fee was not charged because the tournament host refused to recognize US Club Soccer or AYSO insurance. Rather, Respondents claim that the insurance policy SCYSA has with its carrier does not cover or protect SCYSA players when they play against non-USYSA players, even when playing in an unrestricted tournament affiliated with SCYSA. As a result, the \$50 fee is not imposed for the non-USYSA team to have insurance. Instead, it is a fee charged by the insurance company to

cover the SCYSA teams when they are playing against non-USYSA teams. (Resp. post-hearing Brief at 47-48). Although SCYSA now requires tournament sponsors to cap any additional fees charged to unaffiliated teams at \$25, Respondents continue to assert that “SCYSA believe [*sic*] the \$50 fee is permissible,” and that such a fee is “a legitimate charge to account for the participation of unaffiliated teams.” (Resp. amd. pre-hearing brief at 52-53.) In order to resolve any ambiguity, the Arbitrator will address these assertions.

The Arbitrator is not persuaded by Respondents’ argument that the \$50 fee is not imposed for non-USYSA teams to have insurance, but rather is intended to cover SCYSA teams when playing against non-USYSA teams. This is a distinction without a difference. USSF Bylaw 603 expressly provides that a “tournament sponsor may charge each team of another member an additional fee of not more than \$25 to participate in the tournament.” The USSF’s February 16, 2003 Board Resolution further provides that Organization Members may not “use insurance to prohibit players or teams from participating in competitions sponsored by any Organization Member or member thereof.” Regardless of the whether the insurance is intended to cover SCYSA players or non-USYSA players, the fact of the matter is that the fee, under the guise of insurance coverage, prohibits non-USYSA teams from participating in an event unless they pay an additional fee of \$50. This is not permitted under USSF rules.

Given, however, that SCYSA has already required tournament sponsors to cap any additional fees charged to unaffiliated teams at the permissible amount of \$25, the Arbitrator finds that no further relief is warranted.

**B. Player Passes and Travel Policies**

Complainants allege that Respondents engage in discriminatory conduct by prohibiting their members from using USYSA issued “player passes” at non-USYSA events and by

imposing unreasonable burdens on participation in non-USYSA events through their travel policies. (Compl. post-hearing brief at 14-18, 21). Specifically, Complainants allege violations of USSF Bylaw 603 and USSF Policy 601-7. (*Id.*) Addressed separately below, Complainants also allege that Respondents further interfere with their members' participation in non-USYSA tournaments in which international teams participate. (*Id.* at 16.)

i. Respondents' Player Pass and Travel Policies Generally

Much like Complainants' allegations regarding insurance, Complainants' allegations regarding player passes and travel policies suggest that Respondents' policies interfere with the opportunity of Respondents' own members to participate in non-USYSA events. As discussed in Section A(i), *supra*, Bylaw 603, by its unambiguous language, simply does not address this type of conduct. Accordingly, the Arbitrator finds that Respondents' player pass and travel policies do not violate Bylaw 603.

With regard to Policy 601-7, the Arbitrator notes that Complainants have provided the Arbitrator with virtually no guidance as to how Respondents' player pass and travel policies violate Policy 601-7. Presumably, Complainants rely on the portion of Policy 601-7 Section 1(B) which provides that "[n]o Organization Member or member of an Organization Member shall interfere with the opportunity of a player, coach or team to travel to compete in a competition" involving Organization Members. Despite the foregoing provision, Complainants spend ample time questioning the wisdom of Respondents' policies and whether there is any rational basis for those policies, while largely ignoring the question of whether those policies actually have the effect of interfering with the opportunity to compete in non-USYSA competitions.

Indeed, were there evidence before the Arbitrator which tended to show that the Respondents' player pass or travel policies saddle members of Respondents with an excessive burden when competing in non-USYSA events, the Arbitrator would be inclined to find that such policies interfere with the opportunity to compete in non-USYSA events. If, for example, Complainants had demonstrated that the USYSA issued player passes are necessary to compete in non-USYSA activities, or that Respondents' policies impose significant burdens on their members when participating in non-USYSA activities, such conduct could be fairly said to interfere with Respondents' members opportunity to travel to compete in non-USYSA events.

Complainants, however, have failed to make such a showing. The limited evidence available with regard to player passes indicates that USYSA issued player passes are not necessary to compete in non-USYSA events and that there are reasonable alternatives available to Respondents' members such as the "Team Player Form." (Compl. Ex. 56.) With regard to Respondents' travel policies generally, the Arbitrator cannot discern that any Respondents have policies related to travel which impose an undue burden on their members' participation in non-USYSA events. (Compl. Ex. 21, 22, 55, 56.) Indeed, Complainants cannot point to any member of Respondents' who has chosen not to participate in any non-USYSA events because that member found Respondents' player pass or travel policies to impose unreasonable and substantial burdens. Rather, the limited evidence available tends to show that numerous USYSA members can and do participate in non-USYSA events notwithstanding Respondents' player pass and travel policies (Compl. Ex. 37.)

While the Complainants have raised suspicion regarding the Respondents' timing and motives in implementing the policies at issue, in the absence of sufficient evidence which demonstrates that Respondents' player pass and travel policies in fact interfere with their

members' ability to travel and compete in non-USYSA events, Complainants have failed to present sufficient proof for the Arbitrator to find that Respondents' player pass and travel policies violate any USSF policy, bylaw, or resolution.

ii. Tournaments in which International Teams Participate

Complainants allege that Respondents' player pass policies further discriminate against their members' participation in international tournaments sanctioned by non-USYSA Organization Members. (Compl. post-hearing brief at 16.) Specifically, Complainants point to the USSF "Rules Checklist for Tournaments." (Compl. Ex. 47.) The Checklist provides that for tournaments sponsored by USSF members in which international teams participate, the sponsoring organization must implement rules which require participating teams from the United States to "present picture identification cards issued by the team's Federation Organization Member...." (Id.) In his April 21, 2009 letter, USSF General Counsel Timothy Pinto clarified that:

"For USSF-affiliated youth tournaments in which international teams are participating, U.S. Soccer administers a sanctioning process for its members. As part of that sanctioning process, U.S. Soccer requires the entity hosting the tournament to follow certain guidelines. One of these requirements is that, for participating teams from the United States, '[t]he Players must present picture identification cards issued by the team's Federation Organization Member....'"

(Compl. Ex. 8.)

Given the foregoing, it may fairly be stated that picture identification cards, such as the USYSA player pass, issued by the participant's Organization Member, are necessary to participate in international tournaments. Respondents' refusal to permit their members to use their player passes in such tournaments therefore interferes with the opportunity to travel to compete in such tournaments—a violation of USSF Policy 601-7. To remedy such violation, the Arbitrator orders Respondents to either (i) instruct their members that they are permitted to use



their existing USYSA player passes when participating in international tournaments; or (ii) provide their members, at no additional cost, alternate player passes which may be used when participating in non-USYSA activities.

**C. Effect of Respondents' Insurance, Player Pass and Travel Policies**

The foregoing analysis considers whether Respondents' policies, on their face, directly violate any USSF bylaw, policy or resolution. With the exception of Respondents' player pass policy as applied to participation in international tournaments, the Arbitrator finds that they do not.

However, though not clearly articulated, the Complainants' allegations also implicate an additional, separate inquiry. The Arbitrator recognizes that, while the Respondents policies may be facially valid, the policies or Respondents' communication of those policies may have the effect of conveying to Respondents' members the notion that members are not to participate in activities with non-USYSA members. Such policies or communications may have the effect of causing Respondents' members to believe that they are prohibited from sponsoring events in which non-USYSA members may participate—a violation of Bylaw 603—or that they are prohibited from participating in the events sponsored by non-USYSA members—a violation of Policy 601-7.

The critical inquiry is not, as Complainants suggest, whether, in light of Respondents' policies, Respondents' members chose not to participate in non-USYSA events. If, for example, Respondents' members were aware that they could participate in non-USYSA activities, but decided, for whatever reason, against participating in uninsured events, there is be no basis for finding a violation of any USSF rule. As discussed above, Respondents are free to provide their members with whatever benefits they see fit, and the provision of those benefits cannot be

considered to interfere with the opportunity of members to participate in non-USYSA activities. Rather, the critical inquiry is whether the decision to provide such limited benefits, or the communication of that decision, has the effect, intended or unintended, of causing Respondents' members to believe they are not to participate in activities with non-USYSA members.

The evidence related to Respondent WYSA is instructive in this regard. In July of 2009, Jeff Waite, an individual affiliated with AYSO's soccer program in Minocqua, Wisconsin, e-mailed WYSA's president, Peter Mariahazy, regarding statements allegedly made to Mr. Waite by several WYSA members. (Compl. Ex. 19). Specifically, Mr. Waite claimed that several WYSA members had informed him that while they used to play in tournaments with the Minocqua teams, they would no longer be doing so because "their parent organization does not condone them playing teams outside of the WYSA umbrella." (Id.)

When confronted with these alleged statements, Mr. Mariahazy did not suggest that WYSA members are in fact free to participate in non-USYSA events, or that WYSA communicates that freedom to its members. Rather, the WYSA president stated, "There are several factors involved in the WYSA Board decision years ago to *consider all sanctioned events a restricted competition.*" (Id.) (Italics added). Mr. Mariahazy explained that USYA follows certain assurance and criteria and that "*If we were to allow play with non-US youth Soccer associations, we cannot give the same level of assurance.*" (Id.) (Italics added). Mr. Mariahazy further explained that "AYSO is a competing organization of US Youth Soccer and therefore a competing organization of WYSA ... *By allowing this type of play, we are helping to support an organization that can potentially recruit our players away. This is counter to WYSA's best interests.*" (Id.) (Italics added).

The plain import of Mr. Mariahazy's response is that not only did certain WYSA members believe that they were not to participate in activities with non-USYSA members, but WYSA's president himself endorsed the belief that WYSA teams were not allowed to participate in activities with non-USYSA members. This is not acceptable under USSF Bylaw 603 and Policy 601-7 and the Arbitrator finds that this specific instance violates the applicable USSF rules. To remedy such violation, WYSA is hereby directed to make clear to their members, as Respondents have gone to great lengths to do in response to this Grievance, that Respondents' insurance and player pass policies have neither the intent nor the effect of prohibiting members from participating in activities with non-USYSA members, and that their members are expressly permitted to participate in activities sponsored by non-USYSA members and to sponsor activities in which non-USYSA members may participate.

With regard to the remaining Respondents, the Arbitrator finds that Complainants have failed to carry their burden in proving that any members of Respondents' were led to believe that they were not to participate in activities with non-USYSA members. Indeed, Complainants did not present sufficient evidence to demonstrate that Respondents' policies are linked with any decreased participation in non-USYSA events, much less that any such decrease is attributable to a belief on the part of Respondents' members that they are prohibited from participating in non-USYSA activities.

To the contrary, the limited evidence presented at the hearing and through the parties' submissions tends to show that that Respondents' members were made expressly aware of their right to participate in non-USYSA events. For example, MYSA's March 12, 2009 e-mail to its members noted that while NCS events for 2009 were no longer sanctioned through MYSA, "[a]nyone wishing to participate in the NSC events for 2009 may certainly do so...." (Compl.

Ex. 3.) Likewise, NDYSA's March 26, 2009 e-mail regarding the 2009 NSC events explained that while the event was no longer affiliated with USYSA, NDYSA members could use the form attached to the e-mail to participate in the NSC events. (Compl. Ex. 7.) Indeed, the limited evidence available tends to show that numerous USYSA members do in fact participate in non-USYSA events, notwithstanding Respondents' insurance and player pass policies. (Compl. Ex. 37.)

Accordingly, while Complainants have raised suspicion regarding the Respondents' timing and motives in implementing or communicating the policies at issue, in the absence of any evidence which would suggest that members of Respondents' other than WYSA were actually led to believe that they were not to participate in activities with non-USYSA members, the Arbitrator finds that the remaining Respondents have not violated any USSF bylaw, policy, or resolution through the adoption or communication of such policies.

**D. Complainants' Remaining Allegations**

Complainants' Grievance alleges further violations of USSF rules related to TSSA's Policy 11 and 12, and SCYSA's Rule M. At the December 17, 2009 hearing, Respondents represented that these policies are no longer in effect. Complainants agreed that they were not challenging policies that are moot or not in effect. Accordingly, these policies were not addressed in Complainants' post-hearing brief, and the Arbitrator need not address these claims. The Arbitrator notes, however, that these claims have not been addressed on the merits, and that this decision shall not have any prejudicial effect on Complainants' right to file a new grievance should Respondents re-enact the same or similar policies.

#### **IV. RELIEF AWARDED**

For the reasons state above, the Arbitrator finds that the insurance, player pass and travel policies of Respondents USYSA, MYSA, WYSA and NDYSA do not broadly, in and of themselves, directly violate any USSF bylaw, policy or resolution.

The Arbitrator finds, however, that Respondents' player pass policy does interfere with Respondents' members' opportunity to participate in international tournaments hosted by non-USYSA organizations. The Arbitrator orders Respondents to either: (i) instruct their members that they are permitted to use their existing USYSA player passes at all international tournaments sponsored by USSF members; or (ii) forthwith issue to their members, at no additional cost, alternate player passes which may be used when participating in non-USYSA events.

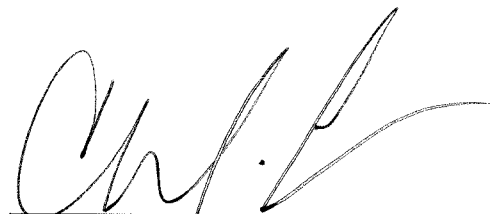
The Arbitrator finds that Respondent WYSA has committed a violation of the applicable USSF rules because WYSA's policies, or the communication of those policies, has had the effect of conveying to WYSA's members that they are prohibited from participating in activities with non-USYSA members. To remedy such violation and its residual effects, the Arbitrator directs Respondent WYSA to forthwith issue a communication to its members clarifying that: (i) WYSA's insurance and player pass policies have neither the intent nor the effect of prohibiting members from participating in activities with non-USYSA members, and (ii) that WYSA's members are expressly permitted to participate in events sponsored by non-USYSA members and to sponsor events in which non-USYSA members may participate. The Arbitrator further directs that, in the event that the 2010 USA Cup is a non-USYSA event in 2010, WYSA shall facilitate its members' participation in the 2010 NSC USA Cup event by posting the event on the WYSA website and ensuring that WYSA members are aware of and have prompt and reasonable access to all necessary forms.

With regard to Respondents MYSA and NDYSA, the Arbitrator finds that there is insufficient evidence to find that any violation of the applicable USSF rules has occurred. The Arbitrator notes, however, that Respondents have suggested that if the NSC USA Cup event is a non-USYSA event in 2010, in order to avoid future disputes, Respondents are willing to commit to facilitating their members' participation in that event. Consistent with Respondents' proposal, the Arbitrator orders that Respondents, MYSA and NDYSA shall also facilitate their members' participation in the 2010 NSC USA Cup by posting the event on their website and by ensuring that their members are aware of and have prompt and reasonable access to all necessary forms. Such order shall not suggest any finding of misconduct on the part of Respondents MYSA and NDYSA.

With regard to Respondents SCYSA and TYSA, the Arbitrator finds that any alleged violations have been resolved and are dismissed as moot.

Any allegations by Complainants not specifically addressed herein are dismissed.

This is the final decision of the Arbitrator.



CHARLIE C.H. LEE  
Arbitrator