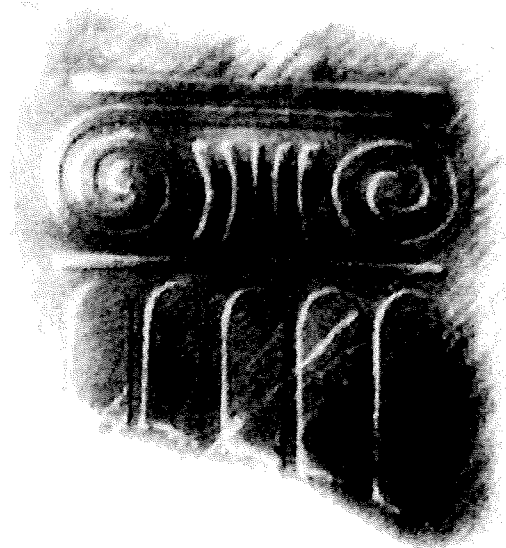


# TAS / CAS

Tribunal Arbitral du Sport  
Court of Arbitration for Sport  
Tribunal Arbitral del Deporte



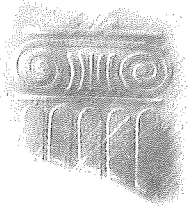
AWARD ON JURISDICTION

Huub Bertens, USA

v.

United States Bridge Federation, USA

CAS 2021/A/7728- Lausanne, September 2021



Tribunal Arbitral du Sport  
Court of Arbitration for Sport  
Tribunal Arbitral del Deporte

**CAS 2021/A/7728 Huub Bertens v. United States Bridge Federation (USBF)**

**ARBITRAL AWARD**

rendered by the

**COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

President: Prof Dr Ulrich Haas, Professor and Attorney-at-law, Zurich, Switzerland  
Arbitrators: Mr Maciej Bałaziński, Attorney-at-law, Krakow, Poland  
Ms Judith Levine, Attorney-at-law, Sydney, Australia

in the arbitration between

**Mr Huub Bertens**, Las Vegas, USA

Represented by Mr Maciej Kliś, Kancelaria Adwokacka Lawyers, Krakow, Poland, and Mr Chris Crompton and Ms Donna Crompton, Crompton and Crompton, Dallas, USA, and Mr Charles Fortney, Wheaton, USA

**- Appellant -**

and

**United States Bridge Federation**, Davis, USA

Represented by Ms Jan Martel, Chief Operating Officer

**- Respondent -**

## I. THE PARTIES

1. Mr Huub Bertens (the “Appellant”) is a professional bridge player based in Las Vegas, Nevada, USA.
2. The United States Bridge Federation (the “USBF” or the “Respondent”) is the national federation for bridge in the United States of America, and is affiliated with the World Bridge Federation (the “WBF”), the world governing body for bridge.

## II. FACTS

3. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions as lodged with the Court of Arbitration for Sport (“CAS”). Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted at this stage of the proceeding by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.
4. From 30 May 2020 to 2 June 2020, the USBF held an invitational online bridge tournament, the USBF Invitational-1 tournament (“USBF INV-1”). During the tournament, other players reported that the Appellant appeared to have illicit knowledge of deals he was playing.
5. Thereinafter, the USBF requested its outside counsel, Mr Marty Harris, to assemble an expert committee of USBF members (the “Investigating Committee”) to investigate the allegations. The latter consisted of Ms Dana Berkowitz, Mr Mitch Dunitz, Mr Marty Harris (chair), Mr Howard Weinstein and Mr Steve Weinstein. The Investigating Committee produced a report, in which it concluded unanimously that the Appellant “*illegally possessed and used information about other players’ hands*”.
6. Pursuant to the USBF Guidelines for Conducting Adjudicatory Proceedings adopted 26 August 2020 and revised 6 September 2020 (the “USBF Guidelines”), the Investigating Committee submitted its Final Report to Ms Jan Martel, Chief Operating Officer of the USBF, to determine whether charges should be brought against the Appellant.
7. Based on the report, Ms Martel determined that a prima facie case had been made that the Appellant had obtained information about other players’ hands in violation of the USBF Competitor’s Agreement (which he had signed in April 2019), the USBF General Conditions of Contest, the Laws of Duplicate Contract Bridge and an email regarding ethics which had been sent to all participants shortly before the USBF INV-1 tournament.
8. On 7 September 2020, pursuant to the USBF Guidelines, Ms Martel forwarded to the USBF Board of Directors the Charge against the Appellant.

9. On 31 January 2021, the USBF Adjudicatory Committee rendered a decision addressing the above-mentioned allegations (the “Appealed Decision”), and unanimously found that the Appellant was guilty as charged and decided that the Appellant is:

*“1. Barred from membership in the USBF until January 1, 2028, at which time he may re-apply for membership in the USBF;*

*2. On probation for a three-year period commencing on the date, if any, that he is re-admitted as a member of the USBF; and*

*3. Barred for life from serving on the Board of Directors of the USBF.”*

10. The Appealed Decision was rendered after the Adjudicatory Committee considered the evidence, arguments and testimony presented by and on behalf of the Parties during the following processes, as described in the Appealed Decision:

*“Over the next 4-1/2 months, the USBF Adjudicatory Committee: (a) examined all 253 USBF Invitational hands in which Mr Bertens was involved; (b) reviewed hundreds of pages of documents, including expert-reports, submitted by the Attorney-Advocate for the Charging Party; (c) reviewed hundreds of pages of documents, including expert reports, submitted by the three (3) Attorney-Advocates for Mr Bertens; and (d) listened to fourteen (14) days of live testimony.”*

11. The Appealed Decision was notified to the Parties on the same day, i.e. 31 January 2021.

### **III. PROCEEDINGS BEFORE THE CAS**

12. On 19 February 2021, the Appellant filed an appeal with the CAS against the Respondent related to the Appealed Decision pursuant to Article R48 of the CAS Code of Sports-related Arbitration (2020 edition) (the “CAS Code”). The Appellant maintained that he did not commit any violation of the ethical rules and should not be subject to sanctions. He sought the annulment of the Appealed Decision on the basis that it contained insufficient reasoning, and was procedurally flawed due to lack of impartiality and procedural errors, such as a lack of rules when initiating the proceeding, lack of consistency with the WBF regulations, the use of evidence relating to other events and finally a violation of the applicable standard of proof. In his Statement of Appeal, the Appellant requested the Panel to order the Respondent to produce the full case file concerning the Appellant, including a recording of every hearing in this case. In addition, he asserted that the present dispute should be resolved in accordance with the regulations of the WBF. Furthermore, the Appellant appointed Mr Maciej Bałaziński, Attorney-at-law in Krakow, Poland, as arbitrator.
13. On 24 February 2021, the CAS Court Office acknowledged receipt of the Statement of Appeal. Furthermore, the CAS Court Office inter alia noted that the Appellant had paid the CAS Court Office fee of CHF 1'000, invited the Respondent to nominate an arbitrator further to Article R53 of the CAS Code and noted that the Appellant had chosen to proceed in English.

14. On 3 March 2021, the Appellant informed the CAS Court Office that his Statement of Appeal was to be considered as his Appeal Brief, further to Article R51 of the CAS Code. He repeated his request to order the USBF to produce the full case file concerning the Appellant, with a recording of every hearing in his case. In addition, the Appellant provided a list of the documents he intended to file via the CAS E-filing Platform. In addition, the Appellant indicated his intention to call Mr Paul Lamford as expert witness. The Appellant specified that the latter was a statistician expert, the author of more than ten books on statistics in games and that he would testify about real statistic evaluation of hands played by the Appellant during the USBF tournament.
15. On the same day, the CAS Court Office informed the Respondent that it had twenty days as of receipt of this letter to submit its Answer Brief, further to Article R55 of the CAS Code.
16. On 4 March 2021, the CAS Court Office noted that the Respondent had not objected to English as the language of the proceedings within the prescribed deadline and hence, confirmed English as the language of the proceeding.
17. On 9 March 2021, the CAS Court Office noted that the Respondent had failed to nominate an arbitrator within the prescribed deadline of 8 March 2021 and that, therefore, it was for the President of the CAS Appeals Arbitration Division to nominate an arbitrator in lieu of the Respondent, further to Article R53 of the CAS Code.
18. On 10 March 2021, the Respondent objected to the jurisdiction of the CAS.
19. On the same day, the Respondent filed a Petition before the United States District Court for the Northern District of Illinois, Eastern Division (the “US Court”) to compel arbitration before the American Arbitration Association (“AAA”) and to enjoin the Appellant from pursuing his action before the CAS.
20. On 11 March 2021, the CAS Court Office invited the Appellant to respond to the Respondent’s objections to CAS jurisdiction further to Article R55 of the CAS Code. Furthermore, it informed the Parties that the Respondent’s deadline to file its Answer was suspended until further notice from the CAS Court Office, in light of the jurisdictional objection.
21. On 12 March 2021, the Appellant filed a submission titled “Appellant Response for Respondent’s objection to jurisdiction and filing Petition to District Court”.
22. On 15 March 2021, the Appellant inquired with the CAS Court Office why the proceeding was not conducted in accordance with Article R65 of the CAS Code, as opposed to the applicable Article R64 of the CAS Code.
23. On 15 and 16 March 2021, the CAS Court Office informed the Parties that Article R65 of the CAS Code only applies to appeals against decisions which are exclusively of a disciplinary nature and which are rendered by an international federation or sports-body. Since the Respondent is a national federation and not an international federation, the

CAS Court Office informed the Appellant that this appeal falls under Article R65 of the CAS Code. Furthermore, the CAS Court Office informed the Appellant that if he wished to submit his appeal to a sole arbitrator instead of a panel in order to reduce the arbitration costs, he should make such request by 18 March 2021.

24. On 16 March 2021, the Appellant commented on the Respondent's Petition dated 10 March 2021 before the US Court.
25. On 19 March 2021, the CAS Court Office noted that it had not received any communication from the Appellant within the prescribed deadline stating whether he wanted to a sole arbitrator to decide the matter. Therefore, the CAS Court Office informed the Parties that it would now proceed with the appointment of the Panel.
26. On the same day, the Appellant filed a petition for a preliminary ruling on jurisdiction and hence, requested the proceedings to be bifurcated to address the Respondent's objection on jurisdiction.
27. Still on the same day, the CAS Court Office acknowledged receipt of the Appellant's Petition for Preliminary Ruling on jurisdiction and invited the Respondent to indicate whether it agreed to bifurcate the proceeding.
28. On 22 March 2021, the Respondent submitted an unsolicited document entitled "Objector's Reply to the Appellant's Response to the Objection to Jurisdiction".
29. On 25 March 2021, the Appellant submitted an email and letter concerning the Respondent's submission dated 22 March 2021.
30. On 29 March 2021, the CAS Court Office acknowledged receipt of the Appellant's payment of the totality of the advance of costs.
31. On the same day, the CAS Court Office, on behalf of the Deputy President of the CAS Appeals Arbitration Division and further to Article R54 of the CAS Code, informed the Parties that the Panel appointed to decide the dispute at hand was constituted as follows:  
  
President: Prof Dr Ulrich Haas, Professor in Zurich, Switzerland  
  
Arbitrators: Mr Maciej Bałaziński, Attorney-at-law in Krakow, Poland  
Ms Judith Levine, Attorney-at-law in Sydney, Australia
32. On 30 March 2021, the CAS Court Office informed the Parties that the Respondent had not objected to the bifurcation of the proceeding and that, therefore, it assumed that the Respondent agreed to the Appellant's request.
33. On the same day, the CAS Court Office noted that the Appellant had not filed any further submissions in response to the Respondent's objection to jurisdiction and that the deadline of 29 March 2021 had elapsed in the meantime.

34. Also on the same day, the Appellant filed an additional unsolicited submission regarding the issue of jurisdiction.
35. On 1 April 2021, the CAS Court Office informed the Parties on behalf of the Panel that the latter had decided to deal with the issue of jurisdiction as a preliminary matter. Furthermore, the Parties were invited to indicate whether they deemed a hearing necessary on the issue of CAS jurisdiction or for the Panel to make its decision on the basis of the Parties' written submissions. In addition, the Respondent was invited to submit all relevant regulations upon which it based the Appealed Decision, in particular:
  - *Any NABF disciplinary regulation in force at the time of the Appealed Decision; and;*
  - *The applicable "Bridge Laws" referred to in the Competitor's Agreement (in force at the time the Appealed Decision was issued)."*
36. The Parties were further invited to explain whether:
  - *The USBF INV-1 is a WBF event or not; and [...]*
  - *Whether the Appealed Decision was (also) a decision of a "WBF Disciplinary Tribunal" within the meaning of Article 8 of the WBF Disciplinary Code."*
37. On 6 April 2021, the Respondent submitted its answers to the above questions.
38. On 8 April 2021, the Appellant responded to the Panel's questions of 1 April 2021.
39. On 9 April 2021, the Respondent commented on the Appellant's letter dated 8 April 2021.
40. On the same day, the CAS Court Office noted that the Parties had both indicated that they did not deem it necessary to hold a hearing on CAS jurisdiction. Furthermore, it noted that the Respondent (in its letter dated 6 April 2021) requested that the proceedings be stayed until after a decision of the US Court. It invited the Appellant to comment on such request.
41. On 12 April 2021, the CAS Court Office acknowledged receipt of the Respondent's unsolicited letter dated 9 April 2021 and invited the Appellant to comment on this letter. It further noted that the Respondent failed to respond to the Appellant's email of 30 March 2021 within the prescribed deadline.
42. On the same day, the Appellant objected to the Respondent's request to stay the proceedings.
43. On 14 April 2021, the CAS Court Office informed the Parties on behalf of the Panel that the Respondent's request for a stay of the proceedings was dismissed and that the Panel had decided not to hold a hearing on the issue of CAS jurisdiction.

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44. On 5 May 2021, the Respondent filed a letter (enclosing an email from the WBF's General Counsel) to the CAS Court Office. The email from the WBF reads inter alia as follows:

*"[...] It has been suggested to me [David Harris, General Counsel World Bridge Federation] that there have been attempts to force, directly or indirectly, the USBF to use CAS; I am unaware of any such attempts and that would be contrary to what is provided for within our Statutes. If the USBF chose to do so, that would be entirely a matter for them.*

*The principle of autonomy of operation by the NBOs and Zonal Conferences is fundamental within our statutes. The WBF would, in my opinion, only get involved if the NBO was clearly acting against the letter and spirit of the principles contained within our Statutes."*

45. On the same day, the CAS Court Office acknowledged receipt of the Respondent's email with enclosure and invited the Appellant to make by 12 May 2021 any comments on the Respondent's correspondence.
46. On 12 May 2021, the Appellant filed his comments with the CAS Court Office. These comments read – inter alia – as follows:

*"The email was prepared especially for use in that particular proceeding and was actually created in order to help the respondent and was not part of normal correspondence. The USBF is one of the biggest, if not the biggest, dues payers among NBOs which automatically raises questions about the WBF objectivity. CAS is court of the law and is fully entitled to interpretate the meaning of the law. The best comment for David Harris' email is the Appeal itself and additional correspondence sent by the Appellant. Neither David Harris nor any other lawyer can dictate to CAS how the law should be interpreted."*

47. On 10 June 2021, the Appellant submitted a letter to the CAS Court Office concerning a development with respect to the Dutch Bridge Federation. According to the Appellant's letter the Dutch Bridge Federation has suspended him in The Netherlands. According to the Appellant the above is proof that *"the USBF has an adverse effect on his eligibility to play bridge outside of the USA"*. The Appellant follows from the above that the *"USBF decision is treated by international sport society as binding when the WBF publishes it. This is an independent argument confirming CAS jurisdiction."*
48. On 11 June 2021, the CAS Court Office acknowledged receipt of the Appellant's letter and invited the Respondent to comment on the Appellant's letter by 16 June 2021. The Respondent, however, failed to reply despite having been invited to do so.

#### **IV. PARTIES' RESPECTIVE REQUESTS FOR RELIEF AND BASIC POSITIONS**

49. This section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In



considering and deciding upon the Parties' claims in this award, the Panel has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the award or in the discussion of the claims below.

#### **A. The Appellant**

50. In his Statement of Appeal dated 19 February 2021, the Appellant requests:

*“1. This appeal shall be heard by the CAS.*

*2. Appellant did not commit any violation of the ethical rules and shall not be subject to any sanction.*

#### **Either**

*3. The decision issued on 31 January 2021 by the Adjudicatory Committee of the United States Bridge Federation is set aside with prejudice.*

#### **or, in the alternative**

*4. The decision issued on 31 January 2021 by the Adjudicatory Committee of the United States Bridge Federation is annulled.*

#### **In any event**

*5. The United States Bridge Federation shall bear all the arbitration costs, if any, and shall be ordered to reimburse Appellant for all costs paid to the CAS, including the minimum CAS Court Office fee of CHF 1,000.*

*6. The United States Bridge Federation shall be ordered to pay Appellant a contribution towards the legal and/or other costs incurred in the framework of these proceedings in amount to be determined at the discretion of the Panel.”*

51. The Appellant submits that CAS has jurisdiction to hear this case for the following reasons:

#### *1) The Arbitration Clause in the WBF Disciplinary Code*

a) The Appellant submits that Article 8 of the WBF Disciplinary Code (“WBF DC”) is applicable in the case at hand. Article 8 provides for reasoned decisions of WBF Disciplinary Tribunals relating to WBF Events to be “*appealed exclusively to the [CAS].*” The Appellant submits that this provision applies to the present proceedings by virtue of Article 7 of the WBF Statutes. Article 7 of the WBF Statutes requires any National Bridge Organization (“NBO”) (such as the USBF) wishing to affiliate (and remain affiliated) with the WBF to “*implement a Disciplinary Code [...] reflecting the provisions of the [WBF DC] mutatis mutandis, which shall apply in its sphere of activities [...]*” As stated by the Appellant:

*“The USBF, as an official National Bridge Organization (NBO), is a member of the World Bridge Federation. According to the WBF’s Statute, any member of*

*the WBF is obliged to respect the Statutes, By-Laws, Rules and Regulations and any other principles of the WBF (Article 7 of WBF's Statute). Any NBO is required to **implement a Disciplinary Code and a Code of Ethics reflecting the provisions of the WBF Disciplinary Code, The WBF Code of Ethics mutatis mutandis, which shall apply in its sphere of activities, including its jurisdiction** (WBF's Statute, Art. 7). (...) According to Article 7 of WBF statute, the rules governing disciplinary proceedings in any NBO must reflect the provisions of WBF Disciplinary Code. The Latin phrase *mutatis mutandis*, used in art. 7, means that in case of conflict of regulation or lack of specific provisions, the WBF rules should be adopted directly. Therefore, the lack of USBF procedural rules requires WBF rules be adopted in Appellant' [sic] case." (Appellant's emphasis)*

The Appellant invokes *"the underlying rule coming from section 8.1 of the Disciplinary Code of the WBF, i.e. that: **'the reasoned decision may be appealed exclusively to the CAS'**. He submits that *"The 'mutatis mutandis' provision allow the substitution of 'the WBF Tribunal' into 'the A[djudicating] C[ommittee] of the USBF' [...]."* (Appellant's emphasis)*

Furthermore, the Appellant is of the view that Article 11 of the WBF By-Laws imposes *"a **continuing obligation for any NBO to satisfy admission requirements set in art. 7 of Statute**".* (Appellant's emphasis)

He reiterates that *"because every WBF member is required to adopt a Disciplinary Code that reflects the WBF Disciplinary Code, in case of missing, incomplete, or conflicting rules [as in this case] **the WBF rules supersede any NBO's rules**. That is the main point of art. 7 of Statute and art. 11 of bylaws."* (emphasis in original)

- b) In support of an alternative argument that Article 8 of the WBF DC *"provides an exclusive right to appeal to CAS"* and that *"the provisions of Chapter 8 are the legal basis for appealing to CAS in this proceeding"*, the Appellant submits that the USBF INV-1 is an event of the WBF as it was *"recognized by the WBF as international event (it was open for foreign players)"* and *"the WBF Bridge Laws apply to these tournaments."*
- c) The Appellant also states that the WBF is a federation which is duly recognized by the International Olympic Committee ("IOC") pursuant to Rule 29 of the Olympic Charter and *"is required by the IOC to adhere to CAS for the resolution of all forms of disputes relating to sports. This is one of the two obligatory conditions imposed on the WBF by IOC which means that this Disciplinary Code provision is essential."*

2) *The Arbitration Clause in the Competitor's Agreement is not applicable*

- a) According to the Appellant, the WBF rules *"have priority over the Competitor's Agreement, so in case of conflict, the WBF rules must be followed."* The rules of the WBF *"supersede any USBF rules, whether ByLaws or Disciplinary Guidelines"* as well as *"any term in the Competitor Agreement"*.

- b) Furthermore, the Appellant submits that the Competitor's Agreement "*is void for abandonment. This is because the USBF apparently did not require it from all participants in the USBF INV. Some players signed it, but others did not.*"
  - c) In addition, the Appellant argues that "*the USBF is repudiating its own Competitor's Agreement by stating a direct contradiction to paragraphs 9 and 13. The USBF simply cannot choose to claim Article 16 binds Appellant while repudiating other parts of the Competitor's Agreement. That is the best evidence demonstrating that even the USBF does not regard that document as binding*".
- 3) *The Competitor's Agreement also establishes jurisdiction in favor of the CAS*

The Appellant submits that paragraph 9 of the Competitor's Agreement provides for jurisdiction of the CAS in anti-doping matters. He further states, "*[t]he USBF undoubtedly accepts CAS jurisdiction in all anti-doping cases. CAS appellate review is explicitly provided for in Paragraph 13 of the Competitor's Agreement, which explains that Swiss law governs cases before CAS.*"

## **B. The Respondent**

- 52. In its submission dated 10 March 2021, the Respondent submits that the CAS lacks jurisdiction over the dispute.
- 53. The Respondent's reasons can be summarized as follows:

### *1) Exclusive Jurisdiction of the American Arbitration Association*

- a) The Respondent submits that the AAA has exclusive jurisdiction over the dispute. The Appellant signed the Competitor's Agreement on 16 April 2019. Any dispute arising out of or in connection with the Appellant playing in the USBF event falls – according to Paragraph 4 (Binding Arbitration) of said agreement – within the competence of the AAA.
- b) The Respondent objects to the Appellant's argument relating to the abandonment of the Competitor's Agreement. According to the Respondent: "*[a]bandonment applies only when ALL parties to an enforceable contract subsequently abandon it; i.e., ignore it and treat it as no longer operative. In this case, the USBF never treated the enforceable Competitor's Agreement as no longer operative. Nor did Mr. Bertens ever inform the USBF prior to playing in INV-1 that he considered himself no longer bound by that Agreement. Therefore, the Competitor's Agreement remains a legally-binding and enforceable contract between the USBF and Mr. Bertens.*"

### *2) No Legal Basis for Submitting the Dispute to the CAS*

- a) The Respondent argues that Article 8 of the WBF DC is not applicable in the case at hand. The provision deals with decisions of a WBF Tribunal. However, the

Appealed Decision cannot be qualified as decision of a WBF Tribunal. Thus, Article 8 of the WBF DC cannot serve as a legal basis to confer jurisdiction to the CAS:

*“USBF INV-I was the USBF’s tournament alone; it was not run, authorized or sponsored by, or connected to, the WBF in any way. The tribunal that decided Mr. Bertens’ case was the Adjudicatory Committee of the USBF, not a Tribunal of the WBF. [...] Because the decision from which Mr. Bertens is appealing is not that of a “WBF Tribunal”, there is simply no basis for Mr. Bertens to bring this matter before CAS or for the USBF to be required to appear before CAS.”*

- b) Furthermore, the Respondent also objects to the Appellant’s interpretation of Article 7 of the WBF Statutes:

*“Article 7 of the WBF Statute [...] does not ‘require that WBF rules be adopted’ in this case; rather, it states (in pertinent part):*

***Admission Requirements***

*Any NBO wishing to affiliate with the WBF is required... [t]o implement a Disciplinary Code and a Code of Ethics reflecting the provisions of the WBF Disciplinary Code, the WBF Code of Ethics mutatis mutandis... (Emphasis added [by Respondent])*

*[...] Admission to the WBF does not require adoption of those WBF codes but merely that USBF rules and guidelines reflect them, which they do.”*

- c) In addition, the Respondent contends that *“the WBF, in its sole and exclusive discretion, decides whether an NBO (or prospective NBO) meets the requirements to remain (or be admitted as) a member. And the sole remedy under that Article is denial (or revocation) of membership of the NBO. [...] In sum, Appellant has no standing to demand that CAS rewrite the USBF Competitor’s Agreement that he voluntarily signed so as to change the agreed-upon forum for arbitration from the AAA in the United States to CAS in Switzerland.”*
- d) Consequently, the Respondent argues that *“[n]either the event in which Mr. Bertens was convicted of having cheated nor the USBF’s subsequent disciplinary proceedings against Mr. Bertens have any connection to the WBF”*. According to the Respondent *“[t]he USBF INV-I was not a WBF Event”* and *“[t]he Appealed Decision was not a decision of a WBF Disciplinary Tribunal”*.
- e) The Respondent accepts that the Competitor’s Agreement provides for CAS jurisdiction in anti-doping matters. However, the Respondent also notes that *“[f]irst, neither drug-testing nor CAS has ever been mentioned in USBF ByLaws. Second, the USBF has never drug tested its members. Third, the language in previous USBF ByLaws that referenced the Olympics is a relic of a day and age when the USBF was hoping Bridge would be designated as an Olympic sport. The current USBF ByLaws do not mention drug testing, the Olympics, or CAS.”*

## V. PROCEDURAL MATTERS

54. This arbitration proceeding is governed by Chapter 12 of the Swiss Federal Act on Private International Law (“PILA”). The provisions on international arbitration apply pursuant to Article 176(1) of the PILA because: (i) the seat of the Panel is Lausanne, Switzerland (Article R28 of the CAS Code); and (ii) at least one of the Parties is domiciled outside Switzerland. Furthermore, the Parties did not opt out of Chapter 12 of the PILA (Article 176(3) of the PILA).

55. As for issues of procedure, Article 182 of the PILA provides as follows:

*“(1) The parties may directly or by reference to rules of arbitration regulate the arbitral procedure; they may also subject the procedure to the procedural law of their choice.*

*“(2) If the parties have not regulated the procedure, it shall be fixed, as necessary, by the arbitral tribunal either directly or by reference to a law or rules of arbitration.*

*“(3) Irrespective of the procedure chosen, the arbitral tribunal shall accord equal treatment to the parties and their right to be heard in an adversarial proceeding.”*

### A. Bifurcation

56. On 19 March 2021, the Appellant filed a request for bifurcation, i.e. for a preliminary ruling on jurisdiction. The Respondent did not object to this request.

57. Article R55(4) of the CAS Code provides that in case a party files an objection to CAS jurisdiction, the Panel has the discretion to bifurcate the proceedings. The Panel finds that reasons of procedural efficiency speak in favour of deciding the issue of jurisdiction as a threshold matter. In addition, the Panel notes that the Parties have consented or at least not objected to this course of action.

### B. Hearing

58. Article R57(2) of the CAS Code provides that a panel may decide not to hold a hearing after consulting the parties and if it deems itself to be sufficiently well informed. The issue of jurisdiction was well-covered in the submissions of the Parties. In addition, the issue is a purely legal question and no evidentiary measures were requested by the Parties in relation to jurisdiction. Furthermore, the Parties were consulted on whether or not they deemed a hearing necessary. Both Parties agreed that a hearing is not necessary. Thus, the Panel concludes that a hearing is not necessary.

### C. Stay of the Proceedings

59. On 6 April 2021, the Respondent requested a stay of the proceedings until after the US Court has taken a decision on its petition to compel the Appellant to arbitration before the AAA. On 13 April 2021, the Appellant objected to the Respondent’s request for a stay and argued as follows:
- “a) Any District Court proceeding is completely irrelevant to the case in CAS. [...] only CAS is entitled to rule on jurisdiction. Pursuant to R55 “The Panel shall rule on its own jurisdiction. It shall rule on its jurisdiction irrespective of any legal action already pending before a State Court or another arbitral tribunal relating to the same object between the same parties, unless substantive grounds require a suspension of the proceedings.”*
- “b) CAS decision on jurisdiction will be final and the Appellant will be obliged to follow that ruling. [...]”*
60. On 14 April 2021, the Panel dismissed the Respondent’s request. Article R55(3) of the CAS Code provides that the Panel shall rule on its jurisdiction irrespective of any other proceedings pending before a state court or another arbitral tribunal. However, the provision also foresees exceptions to this rule and grants the Panel some discretion when deciding on the request for a stay (CAS 2013/A/3365 & 3366, para. 108).
61. The Swiss Federal Tribunal (“SFT”) has held that “[i]n principle, a stay of the proceedings is only justified in exceptional circumstances, based on express statutory provisions or on compelling reason. [...] The latter, for example, exists, if facts occur that affect the legal existence or capacity to act of one of the parties or if elements relevant for the outcome of the case but that are outside the jurisdiction of the arbitral tribunal have to be established. [...] In addition, an arbitral tribunal can order a stay of the proceedings after having weighted both parties’ interests” (SFT 133 III 139, 143; see also KNOLL, in ARROYO M. (ed.), *Arbitration in Switzerland – The Practitioner’s Guide*, 2<sup>nd</sup> ed., Wolters Kluwer, The Netherlands, 2018, Volume I, p. 154).
62. In the present case, the Panel finds that neither compelling reasons nor the interests of both Parties warrant a stay of the proceedings. Pursuant to Article 186(1) of the PILA, the arbitral tribunal shall decide on its own jurisdiction. Accordingly, its decision on jurisdiction is not dependent on the outcome of the proceedings before the US Court. In addition, Article 186(1bis) of the PILA provides, that the stay of the arbitral proceeding is the exception to the rule. The provision states that a panel “shall decide on its jurisdiction notwithstanding any pending action before a state court or another arbitral tribunal on the same subject-matter between the same parties, unless there are substantial reasons to stay the proceedings”. The same follows from Article R 55(3) of the CAS Code. In view of all of the above, the Panel dismissed the Respondent’s request for a stay of the proceedings.

## VI. JURISDICTION

63. It is well accepted under Swiss and CAS jurisprudence that, in accordance with Article 186 of the PILA and Article R55(3) of the CAS Code, the Panel is empowered to decide on its own jurisdiction in accordance with the principle of “Kompetenz-Kompetenz”.
64. The Panel has jurisdiction if there is a valid arbitration agreement between the Parties conferring jurisdiction to the CAS. Whether there is a valid arbitration agreement is governed by Article 178 of the PILA. The provision stipulates the following prerequisites regarding the formal and substantive validity of an arbitration agreement:
- a) Formal validity: “[t]he arbitration agreement shall be valid if made in writing or in any other manner that can be evidenced by text” (Article 178(1) of the PILA).
  - b) Substantive validity: “the arbitration agreement shall be valid if it conforms to the law chosen by the parties, or to the law applicable to the dispute, in particular the law governing the main contract, or to Swiss law” (Article 178(2) of the PILA).
65. The Panel will address these in turn, starting with substantive validity.

### A. Substantive validity of the arbitration agreement

66. Article 178(2) of the PILA contains – according to the SFT – “three alternate links in favorem validitatis, with no hierarchy between them, namely the law chosen by the parties, the law governing the dispute (*lex causae*), and Swiss law as the law of the seat of the arbitration” (SFT 129 III 727, 736). The Panel notes that the Parties in their submissions did not refer to any applicable law with respect to the substantive validity of the arbitration agreement. The Panel will start its examination in light of Swiss Law as the law of the seat of the arbitration.
67. According to Swiss law, an arbitration agreement is validly executed if the parties have agreed on the following essential elements of an arbitration agreement (*essentialia negotii*): (i) the exclusion of the jurisdiction of state courts by (ii) submitting to a determinable arbitral tribunal (iii) a determinable dispute (SFT 142 III 239, 247 et seq.; SFT 129 III 675, 679 et seq.; MÜLLER/RISKE, in ARROYO M. (ed.), *Arbitration in Switzerland – The Practitioner’s Guide*, 2<sup>nd</sup> ed., Wolters Kluwer, The Netherlands, 2018, Volume I, p. 84 et seq.).
68. Article 1 of the Swiss Code of Obligations (the “SCO”) holds that “[t]he conclusion of a contract requires a mutual expression of intent by the parties” (Article 1(1) of the SCO) and that “[t]he expression of intent may be express or implied” (Article 1(2) of the SCO). Whether there is a meeting of the minds must be assessed through interpretation. The methodology applicable to contract interpretation is enshrined in Article 18(1) of the SCO. The provision provides as follows:

*“When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact*

*expressions or designations they may have used either in error or by way of disguising the true nature of the agreement.”*

69. Accordingly, if it is not possible to establish the parties’ mutual intent based on a so-called subjective interpretation, the parties’ declarations must be assessed in light of good faith taking account of all the relevant circumstances (e.g. SFT 4A\_124/2020, reason 3.1.2; SFT 142 III 239, p. 253 et seq.). Hence, the visible circumstances caused by a certain person that allow, in accordance with the principle of good faith, to evidence the will of that person are equivalent to an explicit declaration of intent (BSK-OR/ZELLWEGGER-GUTKNECHT, 7<sup>th</sup> ed., Basel 2020, Article 1 No. 17). In the case at hand, the Parties have not submitted what their subjective intentions were at the relevant time. Thus, the Panel will proceed by establishing the objective will of the Parties based upon the principle of good faith.
70. The Panel will proceed to evaluate whether CAS jurisdiction can be established on three bases: (1) the WBF DC; (2) the Competitor’s Agreement; and/or (3) any other law applicable to substantive validity.

*1. No CAS competence based on Article 8 of the WBF DC*

71. The Appellant submits – inter alia – that the jurisdiction of CAS follows from Article 8 of the WBF DC. The provision reads as follows:

*“8. Appeal to the Court of Arbitration for Sport*

*8.1 The reasoned decision of the WBF Disciplinary Tribunal may be appealed exclusively to the Court of Arbitration for Sport (Lausanne) to be resolved in accordance with the Code of Sports-related Arbitration.”*

*a) The WBF DC are not applicable to the event in question*

72. According to Article 2.1 of the WBF DC, the WBF DC (including Article 8) is directly applicable to “(i) all affiliated NBOs, (ii) any persons (including players, non-playing captains, team representatives, coaches, technical officials, technicians, accredited persons, observers and spectators) who participate in or attend any event, tournament or competition organized, granted or sanctioned by the WBF (“**WBF Events**”), (iii) any persons who hold any position or carry out any functions on behalf of either the WBF, a Zonal Conference (“**Zone**”) or an NBO (including any organ or commission of the same) and (iv) any other persons who accept that this Code shall apply to them or are otherwise subject to it”. (emphasis in original)
73. The Parties are in dispute as to whether or not the USBF INV-1 is a WBF-Event. However, when looking at the evidence submitted by the Parties, the Panel finds that the USBF INV-1 was clearly not an event “organized, granted or sanctioned by the WBF” within the meaning of Article 2.1 of the WBF DC. This conclusion is further confirmed upon consulting the list of events in the “events archive” on the WBF’s homepage (<http://www.worldbridge.org/events-archive/>). A further proof of the above



is that the Appealed Decision was not issued by an organ of the WBF, but by an adjudicatory body of the Respondent. That adjudicatory body applied its own procedural rules, and not those set out in the WBF DC.

*b) The WBF DC are not applicable to indirect members*

74. The Appellant submits that Article 8 of the WBF DC is part of the rules and regulations of the Respondent and, therefore, applicable to the legal relationship between the Appellant and the Respondent. The Appellant bases his assumption that Article 8 of the WBF DC is applicable to indirect members of the WBF on Article 7 of the WBF Statutes. The latter provision reads – *inter alia* – as follows:

*“Any NBO wishing to affiliate with the WBF is required:*

- To exercise Bridge activity in its country and internationally, in particular by organizing and participating in competitions, implementing bridge education and training programmes for bridge players, with regards in particular to the development of youth bridge;*
- To respect the Statutes, By-Laws, Laws of Bridge, Rules and Regulations and any other guidelines or principles of the WBF as well as to recognize and enforce any decision rendered in application thereof;*
- To conduct its activities in compliance with the Olympic Charter;*
- To implement a Disciplinary Code and a Code of Ethics reflecting the provisions of the WBF Disciplinary Code, the WBF Code of Ethics mutatis mutandis, which shall apply in its sphere of activities, including its jurisdiction.”*

75. The WBF Statutes regulate the legal relationship between the members of the WBF (namely, the NBO's) and the WBF. This also follows from the clear wording of Article 7 of the WBF Statutes, which refers to “[a]ny NBO wishing to affiliate with the WBF is required: [...]”. Article 7 of the WBF Statutes, thus, obligates the national federations to implement the WBF DC into their rules and regulations, if they want to become (or stay) members of the WBF. However, in case a NBO does not comply with this obligation, Article 7 of the WBF Statutes does not provide for any direct applicability of the WBF DC to indirect members of the WBF, i.e. members of or persons affiliated to the national federation such as the Appellant. Thus, Article 7 of the WBF Statutes is irrelevant for the legal relationship between the Respondent and the Appellant. Consequently, the jurisdiction of the CAS cannot be based on Respondent's membership of the WBF, i.e. the Respondent's submission to the WBF Statutes.

*c) The WBF DC are not applicable by way of any other agreement*

76. The Panel has reviewed all the submissions of the Parties and finds that there is no evidence that the Parties agreed to apply Article 8 of the WBF DC to their legal relationship. In particular, there is no evidence that the Parties incorporated the arbitration clause contained in Article 8 of the WBF DC by reference in any of the documents or written communications exchanged between them. Thus, there is no room

to assume that Article 8 of the WBF DC is part of any agreement between the Parties. The Panel finds that even if there was such evidence (quod non), the scope of Article 8 of the WBF DC would not cover the dispute at hand, because the provision confers jurisdiction on the CAS only for appeals against decisions of the WBF Disciplinary Tribunal. In the case at hand, however, the Appealed Decision stems from the USBF Adjudicatory Committee.

77. The Appellant, in his unsolicited submission dated 10 June 2021, has argued that CAS jurisdiction (arising from Article 8 of the WBF DC) must apply because the effect of the Appealed Decision is akin to a disciplinary decision of the WBF. In particular, the Appellant submits that the “*WBF has distributed this verdict to NBOs without any process or procedure, and without any decision having been made by the WBF ... The USBF decision is treated by the international sport society as binding when the WBF publishes it. This is an independent argument confirming CAS jurisdiction.*”
78. The Panel notes that the Appellant filed his submission late within the meaning of Article R56 of the CAS Code. The Panel also notes that the Respondent failed to comment and/or object to this late submission. The Panel can leave the question open whether or not to admit the Appellant’s unsolicited submission on file. Even if one were to admit the Appellant’s letter dated 10 June 2021, this would not change the findings of the Panel. Contrary to what the Appellant argues, it does not follow from Article 18 of the WBF Statutes that a disciplinary decision by a WBF member qualifies as a WBF decision. Article 18 of the WBF Statutes provides that the “*WBF may, at its discretion, decide to apply a sanction rendered by a member ... to its events under its jurisdiction and/or grant worldwide effect.*” Thus, in order for the Appealed Decision to have similar effects as a WBF disciplinary decision, there needs to be a separate decision by the WBF. Of course, the Appellant will have the means of judicial recourse provided under the WBF rules and regulations against such decision. The Panel notes, however, that no such decision has been taken by the WBF yet and that such decision would not be part of the matter in dispute before this Panel. Whether or not another member of the WBF (here the Dutch Bridge Federation) accepts and respects a disciplinary decision of the Respondent has no impact on the question whether Article 8 of the WBF DC applies to the dispute at hand. The Panel notes that the “acceptance” of the Appealed Decision in The Netherlands is a separate decision that is appealable under the rules and regulation of the Dutch Bridge Federation and which does not form part of the present matter in dispute.

## *2. No CAS competence based on the Competitor’s Agreement*

### *a) Paragraph 9 of the Competitor’s Agreement is not applicable*

79. The Competitor’s Agreement contains two arbitration clauses, one in Paragraph 4 (Binding Arbitration) and the other one in paragraph 9 lit. d. These provisions read as follows:

*“4. **Binding Arbitration.** I understand and agree that pursuant to the USBF’s by-laws and in accordance with Section 220522(a)(4)(B) of the Olympic and Amateur*

Tribunal Arbitral du Sport  
 Court of Arbitration for Sport  
 Tribunal Arbitral del Deporte

*Sports Act (“the Act”), if I am aggrieved by any decision, action, or statement of the USBF, its board, its committees, or its agents, then after exhausting all internal remedies and procedures I must submit the dispute to final, binding arbitration at the American Arbitration Association (“AAA”), to be conducted in accordance with the AAA’s then-in-effect Commercial Arbitration Rules, as modified by the USBF’s by-laws (if applicable) and/or by the Act (if applicable). I also agree that as provided in USBF’s by-laws, any such arbitration shall be conducted in either Memphis, TN or Chicago, IL whichever of those two cities the USBF chooses. I understand that the types of disputes that must be submitted to binding arbitration include, but are not limited to, disagreements over disciplinary decisions, eligibility decisions, and augmentation decisions. I understand that by agreeing to this arbitration clause, I am waiving my right to litigate such disputes in court. This arbitration clause covers disputes of all kinds and types between myself and the USBF, including but not limited to claims for defamation, libel or slander; claims for tortious interference with contract or with an economic expectancy; and claims for negligent or intentional infliction of emotional distress; as well as claims over disciplinary decisions, eligibility decisions, augmentation decisions, or any other rulings that USBF may render.”*

[...]

*“9. I accept the conditions of the World Anti-Doping Agency (“WADA”) Athlete Consent form detailed below, and hereby declare as follows:*

[...]

*d. I acknowledge and agree that, as provided in Article 13 of WBF Anti-Doping Rules, if any dispute arises out of a decision made pursuant to the WBF Anti-Doping Rules, any appeal by either party must be submitted exclusively to an appellate body for final and binding arbitration, which in the case of International-Level Athletes is the Court of Arbitration for Sports (“CAS”).”*

80. Paragraph 9 lit. d of the Competitor’s Agreement clearly stipulates that the CAS has jurisdiction only in anti-doping matters or more precisely, *“if any dispute arises out of a decision made pursuant to the WBF Anti-Doping Rules”*. The Appealed Decision is not made pursuant to the WBF Anti-Doping Rules and does not deal with anti-doping issues. Instead, the Appealed Decision is based on the Appellant’s alleged violations of *“the [...] USBF Competitor’s Agreement, the USBF General Conditions of Contest, the Laws of Duplicate Contract Bridge, and an e-mail regarding ethics [...]”*. Thus, the present dispute clearly falls outside the scope of Paragraph 9 lit. d of the Competitor’s Agreement.
81. In addition, there is no indication on file that the Parties intended Paragraph 9 lit. d of the Competitor’s Agreement to apply beyond its literal scope of application. This follows from the wording of Paragraph 4 of the Competitor’s Agreement. The latter designates the AAA as the competent arbitral tribunal for disputes *“of all kinds and types between myself and the USBF, including but not limited to claims for defamation,*

*libel or slander; claims for tortious interference with contract or with an economic expectancy; and claims for negligent or intentional infliction of emotional distress; as well as claims over disciplinary decisions, eligibility decisions, augmentation decisions, or any other rulings that USBF may render.*” The broad wording of this clause indicates that – if interpreted objectively – the Parties wanted all other disputes not relating to anti-doping matters to be resolved by the AAA. Consequently, there is no room to admit CAS jurisdiction in the present case based on Paragraph 9 of the Competitor’s Agreement.

*b) No competence of the CAS based on Paragraph 13 of the Competitor’s Agreement*

82. The Appellant also refers to Paragraph 13 of the Competitor’s Agreement in order to establish CAS jurisdiction in the case at hand. The provision reads as follows:

*“13. This agreement shall be construed under and governed by (i) Illinois law if an arbitration or other legal proceeding occurs in the United States or (ii) Swiss law if legal proceedings occur before the CAS without, in either case, giving effect to choice of law principles.”*

83. In the view of the Panel nothing can be derived from the above provision in favour of CAS jurisdiction. The provision clearly deals with the applicable law to the merits and not with jurisdiction. It provides for Swiss law as the applicable law in cases in which the CAS has jurisdiction because the subject matter of the dispute is covered by Paragraph 9 lit. d, i.e. in anti-doping matters.

*c) The Abandonment of the Competitor’s Agreement is no basis for CAS jurisdiction*

84. The Appellant submits on a subsidiary basis that the Competitor’s Agreement is “*void for abandonment*”. The Appellant submits that the Respondent did not require all competitors of the USBF INV-1 to sign the Competitor’s Agreement, and thereby abandoned its contents and binding nature altogether. The Respondent objects to this reasoning. The Panel can leave the question of abandonment unanswered in the case at hand. Even if the Respondent had abandoned the Competitor’s Agreement and the latter would be null and void, this would not confer jurisdiction to the CAS. The latter cannot be based on a void agreement between the Parties. CAS is not competent by default, but only if the Parties agreed to refer the dispute to the CAS. Absent any agreement, therefore, CAS is not competent to decide the dispute.
85. Finally, the Panel notes that no other arbitration agreements between the Parties are on file. There are no agreements concluded by the Parties, that incorporate by reference any regulatory framework providing for the jurisdiction of the CAS in the present dispute.

*3. No different solution based on other laws applicable to substantive validity*

86. As previously stated above, Article 178(2) of the PILA provides for “*three alternate links in favorem validitatis, with no hierarchy between them.*” The Appellant has not

submitted that there is an agreement to arbitrate in favour of the CAS based on any alternate link. The Panel is of the view that its findings in relation to Article 8 of the WBF DC or the Competitor's Agreement do not depend on whether or not the assessment is made based on Swiss law or any other alternate link.

## **B. Formal validity of the arbitration agreement**

87. On a side note the Panel recalls that even if there was an agreement between the Parties to confer jurisdiction to the CAS (quod non), such agreement would have to comply with the formal requirements of Article 178(1) of the PILA. According thereto an arbitration agreement – i.e. the mutual expression of intent to submit to arbitration – must be evidenced by text (MÜLLER/RISKE, in ARROYO M. (ed.), *Arbitration in Switzerland – The Practitioner's Guide*, 2<sup>nd</sup> ed., Wolters Kluwer, The Netherlands, 2018, Volume I, p. 76; cf. SFT 4A\_618/2015, para. 4.3).
88. Article 178(1) of the PILA does not require that the parties sign the arbitration agreement (GIRSBERGER D./VOSER N., *International Arbitration, Comparative and Swiss Perspectives*, 4<sup>th</sup> ed., Schulthess, Switzerland, 2021, p. 96; cf. SFT 142 III 239, 248). However, it is required that the arbitration agreement has a “*visually perceptible and physically reproducible form*” (GIRSBERGER D./VOSER N., *International Arbitration, Comparative and Swiss Perspectives*, 4<sup>th</sup> ed., Schulthess, Switzerland, 2021, p. 96; MÜLLER/RISKE, in ARROYO M. (ed.), *Arbitration in Switzerland – The Practitioner's Guide*, 2<sup>nd</sup> ed., Wolters Kluwer, The Netherlands, 2018, Volume I, p. 77). The formal requirements of Article 178(1) of the PILA extend to the essential elements of an arbitration agreement mentioned above at no. 61 (GIRSBERGER D./VOSER N., *International Arbitration, Comparative and Swiss Perspectives*, 4<sup>th</sup> ed., Schulthess, Switzerland, 2021, p. 105).
89. The Panel finds that in the case at hand there is no agreement, which has been made in writing or by any means of communication which permitted it to be evidenced by text. Thus, even if there was consent between the Parties to confer jurisdiction on the CAS (quod non), such agreement would not meet the formal requirements of an arbitration agreement within the meaning of Article 178(1) of the PILA.

## **C. Conclusion**

90. The Panel finds that it has no jurisdiction to hear the present dispute and, therefore, rejects the appeal filed by the Appellant against the Appealed Decision.

## **VII. COSTS**

### **A. Arbitration costs**

91. Article R64(4) of the CAS Code provides:

*“At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:*

- *the CAS Court Office fee,*
- *the administrative costs of the CAS calculated in accordance with the CAS scale,*
- *the costs and fees of the arbitrators,*
- *the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,*
- *a contribution towards the expenses of the CAS, and*
- *the costs of witnesses, experts and interpreters.*

*The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs.”*

92. Article R64(5) of the CAS Code provides:

*“In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.”*

93. In the present case, in consideration of the loser-pays principle and the outcome of the proceedings, the Panel rules that the Appellant shall bear the arbitration costs of these proceedings. The CAS Court Office shall communicate the final amount of the arbitration costs to the Parties separately.

#### **B. The Parties' legal fees and expenses**

94. As the Respondent was not assisted by external legal counsel, further to constant CAS jurisprudence, the Panel determines that each Party shall bear its own legal fees and expenses.

\* \* \* \* \*

## ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The CAS has no jurisdiction to hear the appeal of Huub Bertens filed on 19 February 2021. The appeal is, therefore, rejected.
2. The costs of the arbitration, to be determined and served by the CAS Court Office, shall be borne by Huub Bertens.
3. Each Party shall bear its own legal fees and expenses incurred in connection with this arbitration proceeding.
4. All other motions and prayers for relief are dismissed.

Seat of arbitration: Lausanne

Date: 8 September 2021

## THE COURT OF ARBITRATION FOR SPORT



Ulrich Haas  
President of the Panel



Maciej Bałaziński  
Arbitrator



Judith Levine  
Arbitrator