

APPENDIX

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APPENDIX A

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 22-1666

[Filed June 20, 2023]

DARRELL GAEBEL,)
Plaintiff - Appellant,)
)
v.)
)
UNITED STATES POLO ASSOCIATION,)
Defendant - Appellee.)
)

Appeal from the United States District Court for the Eastern District of Virginia, at Alexandria. Leonie M. Brinkema, District Judge. (1:22-cv-00141-LMB-JFA)

Submitted: May 2, 2023 Decided: June 20, 2023

Before NIEMEYER and DIAZ, Circuit Judges, and TRAXLER, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

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ON BRIEF: Teresa Taylor, Jude Nwaokobia, BUTZEL LONG, P.C., Washington, D.C., for Appellant. Heather M. Fields, NELSON MULLINS RILEY & SCARBOROUGH LLP, Richmond, Virginia; Ian M. Dumain, CYRULNIK FATTARUSO LLP, New York, New York, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Darrell Gaebel appeals the district court's order dismissing for failure to state a claim his amended complaint for defamation and defamation per se, breach of contract, and intentional infliction of emotional distress. We have reviewed the record and find no reversible error. Accordingly, we affirm. *Gaebel v. U.S. Polo Ass'n*, No. 1:22-cv-00141-LMB-JFA (E.D. Va. May 12, 2022). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

APPENDIX B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

1:22-cv-141 (LMB/JFA)

[Filed May 12, 2022]

DARRELL GAEBEL,)
Plaintiff,)
)
v.)
)
UNITED STATES POLO ASSOCIATION,)
Defendant.)
)

MEMORANDUM OPINION

Before the Court is Defendant United States Polo Association’s Motion to Dismiss Plaintiff’s Amended Complaint Under Federal Rule of Civil Procedure 12(b)(6) (“Motion to Dismiss”). [Dkt. No. 21]. The Amended Complaint (“Complaint”) alleges that the United States Polo Association (“defendant” or “USPA”) defamed plaintiff Darrell Gaebel (“plaintiff” or “Gaebel”), breached its contract with him by not following its bylaws, and intentionally caused him emotional distress when it (1) brought disciplinary charges against him based on a complaint that he had called 14-year-old Aleem Siddiqui (“Siddiqui”) a racial

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slur during a polo match and bullied Siddiqui afterwards, (2) held an eight-hour hearing to determine whether there was a reasonable basis to believe the allegations, and (3) issued a final order stating that there was no reasonable basis to find that Gaebel used a racial slur. For the reasons stated in open court and more fully elaborated in this opinion, defendant's Motion to Dismiss has been granted.

I. BACKGROUND

A. Factual Background¹

Gaebel is a 73-year-old retired United States Naval Commander and a senior level executive with a federal government contractor. [Dkt. No. 13] at 2. He is a registered member of the USPA. Id. On the evening of July 10, 2021, Gaebel was playing in a series of exhibition polo matches. Id. at ¶10. Although the polo matches were not organized by the USPA or held at a USPA member club, a USPA member club—Twilight Polo Club—organized the event and rented a location for it. Id.; [Dkt. No. 13-6] at 1. A large “U.S. Polo Assn.” banner was displayed on at least one side of the polo field. [Dkt. No. 13-7].

During the match, Siddiqui, a 14-year-old who played for a team opposing Gaebel's team, caused his

¹ Unless otherwise noted, the following facts are taken from the Amended Complaint and its many attachments, which included the Notice, a transcript of the disciplinary hearing, the Final Order, and videos of the in-game collision. The Court may consider these documents without converting the motion to dismiss into a motion for summary judgment. Lokhova v. Halper, 441 F. Supp. 3d 238, 252 (E.D. Va. 2020).

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horse to collide with—or as the Complaint states, “T-boned”—Gaebel and his horse, hurting plaintiff. [Dkt. No. 13] at ¶11. Gaebel claimed that he bent over in pain and exclaimed “motherfucker” at the ground, but Siddiqui claimed that Gaebel called him a “motherfucking nigger.” Id. at ¶¶11-12. After the match, Siddiqui immediately told his coach, Delora Burner, and his mother what he claimed Gaebel said. [Dkt. No. 13-3] at Ex. 2, Ex. 3. Burner then told the event’s manager, John Gobin, who walked over to Gaebel and asked Gaebel to apologize to Siddiqui. Id. at Ex. 2. Gaebel claims that he approached Siddiqui and his family, “vehemently denied the accusation,” and told plaintiff that he has never used a racial slur. [Dkt. No. 13] at ¶12. Burner and Siddiqui’s mother claim that instead of apologizing, Gaebel bullied Siddiqui by pushing his shoulder and repeatedly saying, “Didn’t we already settle this kid?” [Dkt. No. 13-3] at Ex. 2, Ex. 3.

The next day, July 11, 2021, Burner and Siddiqui’s mother each emailed the USPA to complain about the in-game and post-game incidents. [Dkt. No. 13-3] at Ex. 2, Ex. 3. Burner is a USPA member; Siddiqui’s mother is not. [Dkt. No. 13] at ¶¶13-14. On July 14, 2021, the USPA informed Gaebel that Burner filed what the USPA Disciplinary Procedures Policy (“DPP”) refers to as a “Conduct Violation Complaint” against him. [Dkt. No. 13-3] at 2. On July 23, 2021, the USPA emailed plaintiff a formal “Notice of Alleged Conduct Violations, Issuance of USPA Charges and Notice of Hearing” (“Notice”). [Dkt. No. 13] at ¶17; [Dkt. No. 13-3] at 1. The Notice charged Gaebel with violations of the USPA’s Code of Conduct, informed him of “The

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Alleged Conduct Violations,” and stated that a hearing would take place on Friday, August 6, 2021, over Zoom, during which plaintiff “will be entitled to present evidence, defend against the charges, and cross-examine witnesses.” [Dkt. No. 13-3] at 1-2. The Notice also informed plaintiff of the evidence that may be used against him. *Id.* at 3-4.

Before the hearing, Gaebel’s counsel—Teresa Taylor, who played on plaintiff’s team during the polo match in question—asked USPA outside counsel Craig Galle to clarify the procedures and rules for the hearing, including whether testifying witnesses would be sequestered. [Dkt. No. 13] at ¶¶26-27; [Dkt. No. 13-5] at 90:16-19. Galle responded that although witnesses generally would be sequestered, Siddiqui and his mother would not be, to which Taylor objected. [Dkt. No. 13-4] at 4, 8.

The hearing, which occurred on August 6, 2021, over Zoom, lasted eight hours and was judged by two USPA Hearing Officers. [Dkt. No. 13-6] at 2. At the outset, plaintiff’s counsel objected to the USPA’s jurisdiction on the ground that the DPP did not apply because the alleged incident did not occur at a USPA event or club. *Id.* at 3; [Dkt. No. 13-5] at 16:18-17:6. The USPA noted the objection and stated that it would decide the issue after the hearing. [Dkt. No. 13-5] at 17:7-11. After that, the USPA presented five witnesses, and Gaebel’s counsel presented 12 witnesses, including Gaebel. [Dkt. No. 13-6] at 2-3. “Of the seventeen witnesses who testified, only four—Aleem Siddiqui, Darrell Gaebel, George Krabbe [the umpire], and Brock Bromley [a 13-year-old player]—were physically

present and able to hear with their own ears whether Mr. Gaebel used a racial slur.” Id. at 3. Of those four, only one—Siddiqui—testified that he heard Mr. Gaebel use a racial slur. Id. at 4.

The USPA issued a Final Order on August 20, 2021, in which, after finding that it had jurisdiction to consider Burner’s Conduct Violation Complaint for at least two reasons, it found in favor of Gaebel. Id. at 3-4. In concluding that it had jurisdiction, defendant found that the DPP governs USPA member conduct “relative to the sport of polo,” whether on or off the field, and that it therefore encompassed the alleged conduct. Id. at 3. It also found that “many of the bases for Mr. Gaebel’s objection are factually inaccurate or inapposite,” and that “the game was in fact a Club Event” because it was “played under the auspices of Twilight Polo Club, which leased the Great Meadow polo facility.” Id. at 4. On the Merits, the Final Order stated in full:

After hearing all the testimony and considering all of the evidence in this matter, which they and the [Executive Committee] take very seriously, the Hearing Officers have concluded that there is not sufficient evidence to find that Mr. Gaebel directed a racial slur at Aleem Siddiqui. In reaching this decision, the Hearing Officers do not reject Aleem’s testimony. Rather, as the appointed representatives of the EC, they are obligated to apply the DPP’s requirement that “[t]he burden of proof necessary to sustain a charge against a charged party shall be met if the [EC] reasonably believes, after hearing the

evidence presented, that a Conduct Violation has occurred.” Here, although Aleem testified that Mr. Gaebel directed the slur at him, Mr. Gaebel firmly denied doing so. Notably, the Umpire, Mr. Krabbe, testified that he heard Mr. Gaebel utter a vulgarity immediately after the collision, but he did not hear Mr. Gaebel use the racial slur. Additionally, Brock Bromley testified that he too heard Mr. Gaebel utter a vulgarity immediately after the collision, but he did not hear Mr. Gaebel use the racial slur. Given the contradictory testimony of the parties, and the presumably unbiased testimony of Mr. Krabbe, the Hearing Officers, acting for the EC, do not have a basis to reasonably believe that Mr. Gaebel directed a racial slur at Aleem Siddiqui, and therefore that a Conduct Violation occurred.”

Id. Accordingly, the UPSA dismissed the complaint against Gaebel. [Dkt. No. 22-3].²

B. Procedural History

Plaintiff filed a complaint, dated September 29, 2021, in a Virginia circuit court against Burner,

² This document, which was a summary of the charges and ultimate outcome that was published by the UPSA, was not attached as an exhibit to the Complaint. It was attached to defendant’s Motion to Dismiss. Nonetheless, the Court can consider it because it is integral to the Complaint, given that it is referenced in the Complaint as one of the means by which defendant defamed plaintiff. [Dkt. No. 13] at ¶9. Moreover, plaintiff has not disputed its authenticity. Lokhova, 441 F. Supp. 3d at 252.

Siddiqui, and Siddiqui's parents for defamation and intentional infliction of emotional distress, seeking roughly \$8 million in damages and fees. [Dkt. No. 22-4]. On December 15, 2021, plaintiff separately filed suit in a Virginia circuit court against the USPA for defamation, breach of contract, and intentional infliction of emotional distress, seeking over \$2,000,000 in damages and fees. [Dkt. No. 1-1]. The USPA was served on January 11, 2022, and it timely removed the Complaint to this court on February 9, 2022, asserting federal jurisdiction based on diversity. [Dkt. No. 1]. After the USPA filed a motion to dismiss, plaintiff filed an Amended Complaint on March 2, 2022. [Dkt. No. 13]. On March 11, 2022, the USPA filed the pending Motion to Dismiss [Dkt. No. 21]. It has been fully briefed and oral argument has been held.

II. DISCUSSION

A. Standard of Review

Defendant's renewed Motion to Dismiss challenges the sufficiency of the Complaint under Rule 12(b)(6), which requires that a complaint be dismissed when it "fail[s] to state a claim upon which relief can be granted." Fed. R. Civ. P. 12(b)(6). To survive this challenge, a complaint must "contain [sufficient] factual matter, accepted as true, to state a claim to relief that is plausible on its face." Edley-Worford v. Va. Conf. of United Methodist Church, 430 F. Supp. 3d 132, 139 (E.D. Va. 2019) (quoting Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)). When analyzing a complaint's sufficiency, a court assumes the truth of all well-pled facts and draws all reasonable inferences in plaintiff's favor; however, a court "need not accept the legal

conclusions drawn from the facts, and [it] need not accept as true unwarranted inferences, unreasonable conclusions or arguments.” Nemet Chevrolet, Ltd. v. Consumeraffairs.com, Inc., 591 F.3d 250, 253 (4th Cir. 2009) (quoting Giarratano v. Johnson, 521 F.3d 298, 302 (4th Cir. 2008)).

B. Analysis

The Complaint asserts five causes of action, each of which is addressed in turn.

1. Count 1 (Defamation)

Count I alleges that defendant defamed plaintiff in three ways: (1) by republishing the allegation that plaintiff used a racial slur in the Notice, which informed plaintiff of the charges and evidence against him; (2) by conducting a public disciplinary hearing without jurisdiction and with “reckless disregard” for the veracity of the charges; and (3) by issuing a public Final Order implying that, based on the evidence presented during the hearing, defendant considered the allegation of plaintiff’s use of a racial slur to be true. Plaintiff alleges this conduct harmed his reputation, caused him mental anguish, and forced him to incur attorney’s fees to defend himself at the USPA hearing.

Under Virginia law, defamation by publication requires the publication of an actionable statement with the requisite intent. Schaecher v. Bouffault, 772 S.E.2d 589, 594 (Va. 2015). “A statement is actionable if it contains a false assertion of fact that ‘tends so to harm the reputation of another as to lower him in the estimation of the community or to deter third persons from associating or dealing with him.’” Fairfax v. CBS

Broad. Inc., 534 F. Supp. 3d 581, 591 (E.D. Va. 2020) (quoting Chapin v. Knight-Ridder, Inc., 993 F.2d 1087, 1092 (4th Cir. 1993)). A statement can be defamatory by “inference, implication or insinuation.” Hatfill v. N.Y. Times Co., 416 F.3d 320, 331 (4th Cir. 2005) (quoting Carwile v. Richmond Newspapers, Inc., 82 S.E.2d 588, 591 (Va. 1954)). “Any alleged implication must be reasonably drawn from the words actually used.” Webb v. Virginian-Pilot Media Cos., LLC, 752 S.E.2d 808, 811 (Va. 2014).

First, as discussed in court, the Notice does not create any liability for defamation, regardless of whether it was published or not, because it does not contain any actionable statements. It neither stated nor implied that Gaebel actually used a racial epithet or actually bullied Sidiqqi; it only stated that it was alleged that he had done so. All the Notice does is give the plaintiff very clear notice of the charges he faced, the names of witnesses who might testify, and copies of Burner’s and Sidiqqi’s mother’s complaints. Although plaintiff argues that the Notice adopted Burner’s allegations as true, no plausible reading of the Notice supports that conclusion. For example, the subject line states, “Notice of Alleged Conduct Violations,” the first section is called “the Alleged Conduct Violations,” and the Notice explicitly states that Gaebel’s conduct would amount to violations only “if proven to be true.” Nonetheless, plaintiff argues that the Notice mischaracterized the evidence against him by implying that there were multiple witnesses with “first-hand knowledge of the incident at issue”; however, that is not a mischaracterization, because multiple witnesses observed the in-game collision, and Burner and

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Siddiqui's mother claimed that they observed plaintiff bully Siddiqui first-hand. What the Notice shows was defendant's effort to ensure that plaintiff was fully advised of the charges against him. To hold this type of notice defamatory would deter private adjudicatory bodies from advising people of the allegations which they need to resolve.

Second, plaintiff argues that the hearing itself defamed him because it "contributed to, furthered, perpetuated and gave credence to the defamatory statements against [p]laintiff"; however, the USPA never made any actionable statements during the hearing. None of defendant's officials ever said or implied that the allegations were true, and the hearing actually gave defendant the opportunity to show that they were false. Moreover, plaintiff has not cited any caselaw supporting his claim that holding a hearing to determine whether allegations are true is tantamount to stating that those allegations are, in fact, true. And although plaintiff argues that defendant adopted the allegations by calling the minor and his family and allowing them to state their allegations, plaintiff does not offer any caselaw to support that argument.

Third, plaintiff argues that defendant defamed him in its Final Order by implying that it believed the allegations when it stated, "In reaching [its] decision, the Hearing Officers do not reject Aleem's testimony." Defendant argues that plaintiff ignores the end-result, which is an exoneration of plaintiff. In fact, the Final Order clearly states, "Given the contradictory testimony of the parties, and the presumably unbiased testimony of Mr. Krabbe [the umpire], the Hearing

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Officers . . . do not have a basis to reasonably believe that Mr. Gaebel directed a racial slur at Aleem Siddiqui, and therefore that a Conduct Violation occurred.” From these words, a reasonable person could not interpret the Final Order as implying that Gaebel actually directed a racial slur at Siddiqui. A far more likely interpretation was reluctance by the hearing officers to label a 14-year-old as a liar. This common-sense reading is reinforced by a summary that was published and made publicly available after the hearing. The summary states, in full:

The USPA received a Conduct Violation Complaint on July 11, 2021, alleging that USPA member Darrell Gaebel used offensive language when addressing a minor USPA member during a game played at the Great Meadow polo facility under the auspices of Twilight Polo Club on July 10, 2021. On July 20, 2021, the USPA Executive Committee issued charges against Mr. Gaebel for violating the USPA Code of Conduct. A hearing was held on August 6, during which Mr. Gaebel, the minor USPA member, and fifteen other witnesses testified. The Hearing Officers rejected Mr. Gaebel’s jurisdictional objections, but concluded that there was not sufficient evidence to find that Mr. Gaebel used the offensive language alleged in the Complaint. Accordingly, the Conduct Violation Complaint was dismissed in a Final Order dated August 20, 2021.

[Dkt. No. 22-3]. This published summary clearly shows that defendant did not find that Gaebel used the alleged slur.

Finally, Count I does not state a claim for defamation per se. Virginia law recognizes four defamatory statements that are actionable per se: those that (1) impute to a person the commission of a criminal offense involving moral turpitude, (2) impute that a person is infected with a contagious disease, (3) impute to a person unfitness to perform the duties of employment, and (4) which prejudice a person in his profession or trade. Tronfeld v. Nationwide Mut. Ins. Co., 636 S.E.2d 447, 449-50 (Va. 2006). Plaintiff relies on the first and fourth types, arguing that defendant made statements that imply that he committed crimes of moral turpitude and that prejudice him in his profession by impacting his ability to obtain a security clearance; however, because defendant did not make any false statements, there is no basis to consider whether they were defamatory per se. See Dangerfield v. WAVY Broad., LLC, 228 F. Supp. 3d 696, 704 n.6 (E.D. Va. 2017) (concluding that the court did not need to address whether a report constituted defamation per se “in light of the [c]ourt’s holding that the report . . . is substantially accurate, and thus not an actionable statement of defamation”); see also Fairfax, 534 F. Supp. 3d at 592-94. Accordingly, Count I fails to allege a plausible claim of defamation.³

³ Because Count I fails for lack of actionable statements, the Court has not addressed defendant’s alternative argument that its statements were privileged because they were made in furtherance of a common interest in resolving a dispute, cf. Larimore v.

2. Count II (Breach of Contract)

Count II alleges that defendant breached its Disciplinary Procedures Policy by (1) charging plaintiff with conduct violations based on an improper Conduct Violation Complaint and (2) holding a hearing without jurisdiction.

According to the DPP, the USPA “will not prosecute alleged Conduct Violations in the absence of a Conduct Violation Complaint that complies in all material respects with the provisions set forth in these Sport-Related Conduct Violation Procedures.” [Dkt. No. 13-2] at I.B.1.a. Those procedures provide, in relevant part, that a Conduct Violation Complaint is properly brought only when it is (1) made by a USPA member (2) who is a witness to the alleged violation. See id. at I.B.1. (“A complaint of a Conduct Violation . . . may be made by any Registered Player Member, Affiliate Player Member, Officer, Governor, employee of the Association, or Official (i.e., umpire, referee, timekeeper, scorekeeper, goal judge, or Host Tournament Committee member) of the Event who is a witness to an alleged Conduct Violation or by the Chairman or Chief Executive Officer of the Association.”). Here, both Siddiqui’s coach, Burner, who was a USPA member, and Siddiqui’s mother, who is not a USPA member, contacted the USPA about the incident. Accordingly, the USPA only considered Burner’s email to be a formal complaint. This is evident

Blaylock, 528 S.E.2d119, 121 (Va. 2000); however, that argument also provides a separate meritorious basis for dismissal of the defamation claim.

from the face of the Notice, which stated that Siddiqui’s mother filed a “written statement,” whereas it stated that the allegations against Gaebel “were made in a Conduct Violation Complaint made by Delora Burner, an Association member.” [Dkt. No. 13-3] at 1, 4. As long as Burner was a “witness” to the alleged violation, then, the Conduct Violation Complaint was proper.

The DPP defines “witness” as a complaining party who “observes [an alleged Conduct Violation] in person or via video, livestream, or similar technology, either contemporaneously or after it occurs.” [Dkt. No. 13-2] at I.B.1. Burner’s complaint and the Notice alleged two conduct violations: one during the match, when Gaebel allegedly used a racial slur, and one after the match, when Gaebel allegedly “bullied [Siddiqui] by pushing his shoulder” and “slapping his upper arm.” [Dkt. No. 13-3] at 1. Plaintiff argues that Burner was not a witness to either violation, while defendant argues that Burner was a witness to both. Plaintiff’s position is clearly wrong, because it ignores the undisputed fact that Burner personally witnessed the in-game collision and Gaebel’s post-match interaction with Siddiqui.

Although Burner did not actually hear Gaebel use a racial slur, defendant was justified in considering Burner a “witness” to that alleged violation for the purpose of bringing a complaint because the USPA indicated that it took “the allegations in the [complaint] at face value” when deciding to bring charges, and those allegations suggested that Gaebel used a racial slur. [Dkt. No. 13-6] at 2. Burner’s complaint states, in relevant part:

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An incident occurred [sic] during a 6:30 pm game last night July 10, 2021 at Twilight Polo in the Plains Virginia. Battlefield was playing a game against the Polo Yacht Club and a player from each team collided midfield. Darrell Gaebel from Polo Yacht Club and Aleem Siddiqui from Battlefield resulting [sic] in foul and racial language (motherfucking nigger) by the adult Darrell Gaebel towards my fourteen year old student Aleem.

I walked directly to the umpire George Crabb after the game and asked if he heard the comments on the field, he had not, then I went to the manager John Gobin to report this incident. I stated I was beyond angry and that this is unacceptable, John was in 100% agreement and said he would not tolerate this behavior. John accompanied me to speak to his player Gaebel and asked him directly did he say these things to Siddiqui? Gaebel responded, “Now John when have you heard me say that word?” John said again did you say this to the kid? Gaebel evaded . . . John told Gaebel to go over there and apologize to the player and his family.

I accompanied Gaebel to speak to my student and his family and Gaebel [w]as not happy. When we arrived Aleem’s mother, father, uncle, grandparents, and friends as well as all our families and kids were nearby. I said Darell [sic] has come to apologize to you Aleem. Gaebel said well no, I looked at him and watched as he

totally evaded an apology, Gaebel with his teeth gritting said, “No we settled this on the field, didn’t we kid?” Gaebel pushed Aleem’s shoulder and said, “Didn’t we already settle this kid?” He actually stood there and bullied my student by pushing his shoulder, never acknowledged my student by name. It was “kid.”

[Dkt. No. 13-3] at Ex. 2. Based on this information, which defendant took “at face value,” defendant had sufficient facts to conclude that Burner contemporaneously observed both alleged violations and therefore was a “witness” under the DPP.

Second, plaintiff alleges that the USPA lacked jurisdiction to hold a hearing because its jurisdiction is limited to USPA matches and clubs. Although plaintiff made this objection at the hearing as well, it was overruled. As the USPA explained in its Final Order, the DPP governs USPA member conduct “relative to the sport of polo or at any Event, whether on or off the field,” and it cannot be disputed that Gaebel’s conduct occurred “relative to the sport of polo.” [Dkt. No. 13-6] at 3. The USPA also rejected Gaebel’s argument that the event did not occur at a USPA club, concluding that “the game was in fact played at a USPA Member Club,” because it was “played under the auspices of Twilight Polo Club, which leased the Great Meadow polo facility.” Id. at 4.

Gaebel argues that the USPA relied on a “strained” reading of the DPP, and that it was unreasonable to interpret the phrase “relative to the sport of polo or at any Event, whether on or off the field” to allow the USPA to “police” its members “anywhere, everywhere,

and at any given time for any conduct whatsoever.” As the USPA correctly argues, plaintiffs’ slippery slope argument is inapposite, because the alleged violation here was quintessentially related to the sport of polo. Indeed, it concerned one USPA member allegedly directing foul language and bullying another USPA member on the polo field during a game. Moreover, there are no facts alleged in this record from which to find that the USPA erred in concluding that “the game was in fact played at a USPA Member Club,” given that a giant banner emblazoned with “U.S. Polo Assn.” was hanging above the field. Accordingly, the USPA had jurisdiction over Gaebel’s conduct, which occurred “relative to the sport of polo,” and at an event hosted under the literal banner of the USPA by a USPA member team. Accordingly, Count II fails to allege a plausible cause of action.

3. Count III (Breach of Contract & “Common Law Due Process”)

Count III alleges that defendant breached the DPP and violated “common law due process” during the hearing by applying the DPP in an arbitrary manner. For example, plaintiff alleges that a court reporter swore in witnesses even though this was not a judicial proceeding and there were no repercussions for violating the oath; that rules of evidence were applied randomly and prejudicially towards him; that defendant allowed the minor’s parents to testify on his behalf and interfere with plaintiff’s cross-examination of him; that defendant tried to cajole plaintiff into ending his defense without presenting his full case; that the hearing was scheduled without consultation

and did not have sufficient procedural safeguards such as witness sequestration; and that before the hearing, the USPA failed to give notice of the rules to be applied at the hearing. Count III alleges that these breaches caused plaintiff mental anguish, a missed day of work, and payment of attorney's fees.

The USPA argues that Count III must be dismissed because any breach of the DPP during the proceeding did not result in cognizable damages. In particular, the USPA argues that emotional damages generally are not recoverable through breach of contract claims, and that attorney's fees are not recoverable because there are no statutory or contractual provisions providing for them. The USPA relies on Illinois law for these propositions. See, e.g., Maere v. Churchill, 452 N.E.2d 694, 697 (Ill. App. Ct. 1983).⁴ In response, plaintiff argues that Virginia law applies, that Virginia law—based on a case from the Western District of Virginia—allows plaintiffs to recover for emotional damages when they are “particularly likely” to result from a breach, and that his mental anguish and attorney fees “can reasonably be expected to result” from the USPA not following the DPP during the hearing. See Moorehead v. State Farm Fire & Cas. Co., 123 F. Supp. 2d 1004, 1006-07 (W.D. Va. 2000).

Plaintiff's arguments are meritless. Plaintiff cannot show any prejudice caused by the USPA's allegedly arbitrary application of the DPP during the hearing.

⁴ Although the parties dispute whether Virginia or Illinois law applied, resolving their choice of law dispute was unnecessary to resolving Counts II and III.

After all, plaintiff received a favorable decision with all charges being dismissed.⁵ Even if plaintiff had somehow been prejudiced by the proceeding, he cannot recover emotional damages or attorney's fees under Virginia law, which is the law upon which he relies. Fifteen years after the Moorehead decision, the Supreme Court of Virginia explicitly rejected Moorehead's approach, holding that "tort damages"—including non-pecuniary damages such as mental anguish, emotional distress, and humiliation—"are not recoverable for breach of contract," regardless of how foreseeable they may be. Smith v. McLaughlin, 769 S.E.2d 7, 20-21 (Va. 2015) (quoting Isle of Wight Cnty. v. Nogiec, 704 S.E.2d 83, 86 (Va. 2011)). As for attorney's fees, "Virginia follows the American rule . . . , under which '[g]enerally, absent a specific contractual or statutory provision to the contrary, attorney's fees are not recoverable by a prevailing litigant from the losing litigant.'" Bolton v. McKinney, 855 S.E.2d 853, 855 (Va. 2021) (REVI, LLC v. Chicago Title Ins. Co., 776 S.E.2d 808 (Va. 2015)). Plaintiff has not identified either a contractual or statutory basis for awarding attorney's fees.

⁵ Moreover, Gaebel's claim that the hearing rules were consistently applied to his detriment is contradicted by the transcript. For example, although plaintiff bemoans the use of hearsay against him, plaintiff's lawyer presented testimony from a father who testified about what his daughter told him about the match in question. [Dkt. No. 13-5] at 142. When a hearing officer asked plaintiff's lawyer, "I assume you would agree that this is all hearsay," plaintiff's lawyer responded, "Yes. It's fine." Id. at 144:10-12. The hearing officer simply responded, "Okay," and there is no indication that the hearing officers excluded that testimony. Id. at 144:13.

This leaves plaintiff's "common law due process" claim. Plaintiff argues that the USPA was obligated to give him reasonable notice of the hearing and the charges against him, an opportunity to be heard, and a hearing conducted in good faith—and that it did not do so. Interestingly, the case plaintiff cites for this proposition, Gottlieb v. Economy Stores, Inc., 102 S.E.2d 345 (Va. 1958), never mentions due process. Moreover, it does not appear that any Virginia case has formally recognized a "common law due process" claim, and to the extent the Fourth Circuit discussed a "common law duty," it does not appear such a duty would extend to the USPA, because "this common law duty . . . was meant to operate as a 'check on organizations that exercise significant authority in areas of public concern such as accreditation and professional licensing,'" and the USPA is not that type of an organization. Pro. Massage Training Center, Inc. v. Accreditation All. of Career Schs. & Colleges, 781 F.3d 161, 169-70 (4th Cir. 2015) (quoting Thomas M. Cooley Law Sch. v. Am. Bar Ass'n, 459 F.3d 705, 712 (6th Cir. 2006)). Even if the USPA had a common law duty to provide fair procedures, the Complaint does not allege facts supporting a claim of due process violation. Plaintiff clearly received fair notice and had a full opportunity to be heard, particularly given that he presented 12 witnesses. Moreover, as defendant argues, due process protects against wrongful deprivations of life, liberty, or property, but the hearing did not deprive plaintiff of any of those things because plaintiff prevailed. Accordingly, Count III fails to allege a plausible cause of action.

4. Count IV (Breach of Duty of Fair Dealing)

Count IV alleges that defendant violated the implied duty of good faith and fair dealing by interpreting the Disciplinary Procedures Policy to intentionally benefit Siddiqui and hamstring plaintiff's defense. This claim repackages the breach of contract claims, as both are contract-based claims that focus on how the USPA conducted the hearing. Cf. Frank Brunckhorst Co. L.L.C. v. Coastal Atlantic, Inc., 542 F. Supp. 2d 452, 463 (E.D. Va. 2008) ("Under Virginia law, . . . a breach of [the implied covenant of good faith and fair dealing] only gives rise to a breach of contract claim, not a separate cause of action."). And, again, because the proceeding ended in plaintiff's favor, Count IV fails for the same reasons as Counts II and III.

5. Count V (Intentional Infliction of Emotional Distress)

Count V alleges that defendant committed the tort of intentional infliction of emotional distress ("IIED") by knowingly holding a disciplinary hearing that lacked jurisdiction and was based on false allegations, causing plaintiff "severe anxiety, paranoia, marital stress, and sleeplessness." This cause of action is disfavored by Virginia courts. Dao v. Faustin, 402 F. Supp. 3d 308, 320 (E.D. Va. 2019). It can go forward only if a plaintiff alleges sufficient facts to make out a plausible claim that "1) the wrongdoer's conduct was intentional or reckless; 2) the conduct was outrageous or intolerable; 3) there was a causal connection between the wrongdoer's conduct and the resulting emotional distress; and 4) the resulting emotional

distress was severe.” Viers v. Baker, 841 S.E.2d 857, 863 (Va. 2020) (quoting Almy v. Grisham, 639 S.E.2d 182, 187 (Va. 2007)).

Although Count V fails to allege sufficient facts to support any element of an IIED claim, the simplest element to focus on is the element of outrageousness. The Supreme Court of Virginia has held that to satisfy this element, a defendant’s alleged behavior must be “so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.” Id. (quoting Almy, 639 S.E.2d at 182). The behavior plaintiff claims was outrageous was (1) holding a hearing without jurisdiction and (2) holding a hearing based on false allegations. Plaintiff offers no caselaw to suggest that such conduct exceeds “all possible bounds of decency.” Moreover, as discussed above, the USPA had jurisdiction to charge plaintiff and conduct the hearing, and the hearing afforded plaintiff full fair process, resulting in his favor. When defendant held the hearing, there was no indication whatsoever that the USPA knew or had reason to know the allegations against plaintiff were false. What the USPA did in this case was not outrageous. To the contrary, it was responsible: upon receiving allegations that one of its members used a racial slur against a minor, it held a hearing to get to the bottom of the allegations, and after finding insufficient evidence for the charges, dismissed them. To find such conduct outrageous would deter the USPA and any other private organization from investigating complaints made against its members. Accordingly, Count V fails to state a plausible claim.

III. CONCLUSION

For the foregoing reasons and those stated in open court, defendant's Motion to Dismiss [Dkt. No. 21] has been GRANTED and plaintiff's Complaint will be dismissed by an Order to be issued with this Memorandum Opinion.

Entered this 12th day of May, 2022.

Alexandria, Virginia

/s/ LMB

Leonie M. Brinkema
United States District Judge

APPENDIX C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

1:22-cv-141 (LMB/JFA)

[Filed May 12, 2022]

DARRELL GAEBEL,)
Plaintiff,)
)
v.)
)
UNITED STATES POLO ASSOCIATION,)
Defendant.)
)

ORDER

For the reasons stated in open court and the accompanying Memorandum Opinion, Defendant United States Polo Association's Motion to Dismiss Plaintiff's Amended Complaint Under Federal Rule of Civil Procedure 12(b)(6) [Dkt. No. 21] has been GRANTED. Accordingly, it is hereby

ORDERED that the Amended Complaint [Dkt. No. 13] be and is DISMISSED WITH PREJUDICE.

The Clerk is directed to enter judgment in defendant's favor pursuant to Fed. R. Civ. P. 58, forward copies of this Order and accompanying

App. 27

Memorandum Opinion to counsel of record, and close
this civil action.

Entered this 12th day of May, 2022.

Alexandria, Virginia

/s/ LMB
Leonie M. Brinkema
United States District Judge

APPENDIX D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

Civil Action No. 1:22-cv-00141

[Filed May 12, 2022]

Darrell Gaebel)
Plaintiff,)
)
v.)
)
United States Polo Association)
Defendant,)
)

JUDGMENT

Pursuant to the order of this Court entered on May 12, 2022 and in accordance with Federal Rules of Civil Procedure 58, JUDGMENT is hereby entered in favor of the defendant, United States Polo Association and against the plaintiff, Darrell Gaebel.

FERNANDO GALINDO, CLERK OF COURT

By: _____ /s/

K.Galluzzo

Deputy Clerk

Dated: May 12, 2022
Alexandria, Virginia

APPENDIX E

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

**Case No. 1:22-CV-00141
Judge Leonie M. Brinkema**

[Filed March 2, 2022]

DARRELL GAEBEL,)
Plaintiff,)
)
v.)
)
UNITED STATES POLO ASSOCIATION,)
Defendant.)
)

JURY TRIAL DEMANDED

AMENDED COMPLAINT

Darrell Gaebel (“Plaintiff”) by and through his counsel, petitions this Court to find that above-named Defendant United States Polo Association (“Defendant” or “USPA”) has committed any or all of the Counts in this Complaint. The Plaintiff requests this Court to award the requested relief in this Complaint and states the following in support thereof:

JURISDICTION AND VENUE

Plaintiff originally initiated this action in the Circuit Court for Loudoun County, Virginia. Prior to answering the state court complaint, the USPA noticed this action for removal to federal court under 28 U.S.C. § 1332(c)(1), alleging complete diversity of citizenship and an amount in controversy greater than \$75,000.

Plaintiff is a citizen of Virginia and all causes of action occurred in Virginia. Defendant was organized under the laws of Illinois and is headquartered in Florida. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Therefore, in the current posture of this case, diversity of citizenship exists. 28 U.S.C. § 1332(c)(1).

Venue in the United States District Court for the Eastern District of Virginia is proper under 28 U.S.C. § 1331(b)(2) because the events giving rise to Plaintiff's claims occurred in this judicial district.

PARTIES

Plaintiff, Darrell Gaebel, is a Registered Player member of the United States Polo Association. Plaintiff has been playing polo for over a decade and frequently plays at the USPA registered club, Twilight Polo Club in Middleburg, Virginia. Plaintiff is a seventy-three-year-old retired United States Naval Commander and a senior level federal government contractor employed by FTS International, LLC.

Defendant USPA is incorporated in Illinois with its principal place of business in Florida. The USPA is a voluntary sports organization and a Recognized Sports

Organization by the United States Olympic Committee. It is not, however, a National Governing Body under the Ted Stevens Amateur Sports Act, and as such is not subject to those statutory requirements such as binding arbitration. Defendant USPA is the largest and most popular voluntary sports organization for the sport of polo in the United States.

FACTUAL ALLEGATIONS

USPA RULES AND PROCEDURES

1. Plaintiff is a Registered Player member of the USPA. As a dues-paying member, Plaintiff and the USPA mutually agreed to follow the USPA's Articles of Incorporation, the Constitution, By-laws, USPA rules, and all policies of the USPA. *See Exhibit A, USPA Constitution, Article IV, Section 7, "Membership Obligations."*

2. As a USPA member, Plaintiff is able to participate in USPA events, serve as an Officer, Governor, or Delegate of the USPA, vote in the election of Governors-at-Large, recommend player handicaps, have a handicap, and file a complaint, among other things. However, membership in the USPA does not confer upon members any rights equivalent to that of a shareholder, officer, or director. If Plaintiff or any individual member of the USPA is suspended for longer than 90 days, he loses those privileges of membership. *See Exhibit A, USPA Constitution, Article IV, Section 5.* Further, the USPA Board of Governors may discipline USPA members through suspension, revocation, or termination of membership, but must do so "in accordance with and subject to any disciplinary

procedures of the Association approved by the Board of Governors and in effect from time to time, which procedures shall provide for the prompt and equitable resolution of grievances.” Exhibit A, USPA Constitution, Article IV, Section 10, “Termination of Membership.” Termination of membership means that the terminated member would never again be able to compete in USPA tournaments.

3. The USPA’s Disciplinary Procedures Policy (“DPP”) states “[t]hese Sport-Related Conduct Violation Procedures are intended to provide a disciplinary procedures through which the Association may regulate Member and Member Club conduct relative to the sport of polo or at any (USPA) Event, whether on or off the field.” Exhibit B, Disciplinary Procedures Policy of the United States Polo Association, Part I, Introduction.

4. Any USPA member may bring a complaint to the USPA regarding an incident they themselves witnessed first-hand. A complaint “may be made by any Registered Player Member, Affiliate Player Member, Officer, Governor, employee of the Association, or Official . . . of the (USPA) Event who is a witness to an alleged Conduct Violation.” *Id.* at Part I, Introduction, B.1. Further a complaining party is a witness “if he or she observes [the alleged Conduct Violation] in person or via video, livestream, or similar technology, either contemporaneously or after it occurs.” *Id.* The DPP further states that the USPA will not move forward with “alleged Conduct Violations in the absence of a Conduct Violation Complaint that complies in all material respects with the provisions set forth in the[]

Sport-Related Conduct Violation Procedures.” *Id.* at Part I, Introduction, B.1.a.

5. Within 72 hours of a complaint being received by the USPA, the USPA will deliver a copy of the complaint to the Member or Delegate of the Member Club against whom the violation has been filed. *Id.* at Part I, B. 1. b.

6. The decision to issue charges based upon the complaint is discretionary and rests exclusively with the USPA Executive Committee. Neither the DPP, nor any other policy or procedure adopted by the USPA, describes the standard the Executive Committee must adhere to before deciding to issue charges. Indeed, apart from the duty of good faith inherent in all contractual relationships, the operative documents do not clearly limit the Executive Committee from issuing charges arbitrarily or on the basis of demonstrably false accusations, as occurred in Plaintiff’s case.

7. If the USPA issues charges, it will then inform the complainant and accused in a notice and a hearing will be scheduled. The DPP is silent as to the procedure for scheduling a hearing, however, any party requesting a continuance if an assigned date does not work must pay a \$500 fine for the first request and \$1,000 for subsequent requests. Exhibit B, I.F.3. The DPP also allows for disciplinary hearings to occur without the accused party present to defend themselves. *Id.* I.C.1. (“If a charged party fails to appear . . . at a properly noticed and scheduled hearing, the hearing will be held in absentia.”).

8. The decision to issue charges of the sort at issue in this Complaint carries with it an undeniable “sting” to the accused’s reputation, as the USPA has bound itself to maintain a record of all complaints and final decisions regarding the complaints, “including the nature of the violation and any penalty imposed,” and to publish them to any “Registered Player Member” upon request. Exhibit B, I.B.1.c.

9. As a matter of course, the USPA similarly bound itself to publish the same information, accurate or not, in summary form to all “Member Clubs.” Exhibit B, I.I.1.

THE UNDERLYING INCIDENT

10. On the evening of July 10, 2021, Plaintiff played polo at Great Meadow in The Plains, Virginia, as he does most summer Saturday evenings. The games he played were round robin arena games, meant to be exhibition matches and not organized under the USPA nor held at a USPA member club. While the promoter of the event owns and runs a USPA member club, this event did not take place at, or under the auspices of the promoter’s club.

11. In one game, Plaintiff played against a team from another polo club (Battlefield Polo Club) during which a fourteen-year-old, Aleem Siddiqui (the “Minor”), and his horse purposely “T-boned” Plaintiff and his horse. During the collision the Minor’s horse’s head hit Plaintiff in the back causing great pain. Plaintiff was in such pain that he doubled over and exclaimed “motherfucker” at the ground. The Minor

received a dangerous riding foul for the T-bone hit into Plaintiff.

12. After the match, Plaintiff learned that the Minor involved in the collision was accusing Plaintiff of calling him a “motherfucking nigger.” Having not said such, and finding the accusation shocking and highly offensive, Plaintiff vehemently denied the accusation and told the Minor and his family that he never uses that racial slur and that such is not even in his “lexicon.”

USPA INVOLVEMENT AND SUBSEQUENT HEARING

13. Despite a lack of corroboration on behalf of the Minor’s spurious accusation, and despite Plaintiff’s unequivocal statement that he did not say such and his repeated denials of the same, on July 11, 2021, Delora Burner (“Burner”), another USPA member and owner of the club whose team the Minor played for, Battlefield Polo Club, sent a complaint to the USPA, specifically Carlucio Arellano, USPA Executive Director of Services, and Chris Green (“Mr. Green” or “Green”), COO and in-house counsel, alleging that Plaintiff called the Minor a “motherfucking nigger” and bullied the Minor by pushing the Minor’s shoulder. Burner admittedly was not a witness to the incident, and the Minor is her client.

14. Additionally, on July 11, 2021, Humera Rahman, the Minor’s mother, sent a letter to the USPA, specifically Mr. Arellano; Mr. Green; and Stewart Armstrong, USPA’s Chairman, alleging that Plaintiff called her son a “motherfucker” and “the N-

word" and that Plaintiff pushed her son's shoulder in an attempt to intimidate him. Rahman admittedly was not a witness to the incident either, nor is she a USPA member.

15. On information and belief, the USPA, through outside counsel Craig Galle ("Mr. Galle"), then spoke to various witnesses to the event, including individuals on Plaintiff's witness list, all of whom informed Mr. Galle that the allegations were false. Mr. Galle contacted these individuals on Plaintiff's witness list without notifying or permitting Plaintiff's counsel to be present during these meetings.

16. On information and belief, the USPA, through Mr. Galle, knew when the complaint was received that the arena game at issue took place at a non-member club and was not an official USPA game and that several players at the exhibition matches were not USPA members. Mr. Galle also spoke with John Hocheimer, Board member of the event site where the exhibition match was played, Great Meadow Foundation, who also informed Mr. Galle that Great Meadow was not a USPA club and the match and event was not a USPA match or event. On information and belief, the USPA typically treats disputes arising from incidents at member clubs, and even some disputes involving club members, as internal club matters and does not convene disciplinary hearings for such incidents, and it especially does not convene hearing for non-member clubs and non-members. In addition, the USPA, through its representatives, Galle and Green, knew on the face of the complaint that Burner was not

an eyewitness to the incident of which she complained, and as such, not a proper complainant.

17. On July 23, 2021, Plaintiff received a Notice of Alleged Conduct Violations, Issuance of USPA Charges, and Notice of Hearing from Defendant (collectively, “the Notice”) from Green, and an email concerning such. Exhibit C.

18. These documents identified Burner as the Complainant. Exhibit C, page 1. The alleged conduct violation was that Plaintiff uttered a racial epithet at Burner’s player. Burner did not witness this alleged conduct violation.

19. The Notice itself contained inflammatory and false accusations against Plaintiff, portending to list multiple witnesses “with first-hand knowledge of the incident at issue” who were expected to testify that Plaintiff “used the racial slur … refused to apologize and instead attempted to bully [the Minor] by pushing his shoulder and slapping his upper arm....” Exhibit C, IV. B.

20. Apart from the Minor himself, only one of the so-called eyewitnesses identified in the Notice (Exhibit C, IV. A) actually had first-hand knowledge of the alleged event—George Krabbe, who unequivocally disputed the Minor’s account. No witnesses, other than the Minor, his parents and the complainant, testified on the Minor’s behalf. Despite the USPA’s assertion in the Notice, the other witnesses were not present for the alleged event and were incapable of corroborating the Minor’s accusations. That did not stop the USPA from falsely representing the nature of their testimony and

using it as a pretext to impugn Plaintiff's character before the entire association.

21. The Notice also mischaracterized the nature of the evidence that would be presented against Plaintiff. Among a number of irrelevant documents, none of which contained even circumstantial evidence of culpability, the Notice also listed "two (2) videos of the subject arena polo game." This statement alone, couched under the heading of "Additional Evidence" and placed immediately after the list of witnesses and the false characterization of their testimony, suggests that the USPA possessed video evidence to support the issuance of charges against Plaintiff. That is yet another false and defamatory representation by the USPA.

22. Neither of the videos referenced in the Notice corroborates the Minor's allegations, as the USPA misleadingly suggested. *See Exhibit G (Videos Provided by USPA at August 6, 2021 Disciplinary Hearing).* If anything, one of the videos tends to exonerate Plaintiff. That video, taken by the Minor's mother, plainly shows the Minor driving his horse into Plaintiff and immediately riding away from the scene with a smile on his face. Although it is not possible to hear what was said between the two players in the few seconds before the Minor rides off, the Minor's demeanor and actions following his collision with Plaintiff are incompatible with the sense of "shock" the Minor later claimed he felt as a result of the alleged altercation. But in no event does the video rise to the level of "evidence" capable of sustaining the charge against Plaintiff, as the USPA falsely claimed in the Notice.

23. Even a cursory review of the actual evidence available to the USPA would have revealed that no basis for the issuance of charges ever existed. Unfortunately for Plaintiff, that reality did not comport with the USPA's predetermined—and false—characterization of the alleged event and the evidence it claimed would establish Plaintiff's culpability. USPA's sole objective in issuing charges was to embarrass Plaintiff and label him a bully and a racist.

24. Indeed, by its own admission, the USPA disregarded entirely the insurmountable amount of exculpatory evidence presented to it and, without regard for the consequences to Plaintiff's reputation and well-being, took the Minor's baseless allegations "at face value" when it proceeded to issue charges against Plaintiff. Exhibit F, I.

25. Plaintiff was informed by the Notice that he faced possible suspension and a possible fine of more than \$20,000, and it advised him to retain counsel. *See* Exhibit B, G. 1. The Notice informed Plaintiff that a Disciplinary Hearing would be held on August 6, 2021, via Zoom, at 10:00 am. No one from the USPA conferred with Plaintiff or Plaintiff's counsel about scheduling the hearing. Without any appropriate recourse to change the date or time of the hearing, Plaintiff was forced to rearrange his schedule to ensure his presence at the hearing. Specifically, Plaintiff ended up terminating a vacation early to get back in time to attend the hearing, unnecessarily costing him money, and hiring counsel as he was advised.

26. Leading up to the Disciplinary Hearing on August 6, 2021, Plaintiff, through his counsel,

attempted to learn the procedures and rules for the hearing by emailing USPA outside counsel, Craig Galle. On August 2, 2021, Mr. Galle emailed to counsel that “testifying witnesses are sequestered such that they do not hear how other witnesses testify,” but that he didn’t know if it would apply to the complainant, Burner. Exhibit D, Emails, page 10.

27. When following up with Mr. Galle the next day, counsel sought answers regarding the extent of witness sequestration, as the DPP were silent on that matter. Counsel also copied USPA employees, Green, Arellano, and Lindsey Eserbach on the email in an attempt to receive clarification on how the hearing would be conducted. Exhibit D at page 9. Mr. Galle responded with another, identical copy of the DPP and relayed that witness sequestration would occur only partially as the Minor, his parents, and the complainant would be the only witnesses allowed to observe the entire hearing, even though they would also be called as witnesses by the USPA. *Id.* at 7-8. Counsel asked Mr. Galle where in the USPA rules and policies was the authority or other grounds to impose and allow a disparate lack of impartial sequestration to such an egregious extent whereby the USPA prohibited sequestration of complainant Burner, the Minor and his parents who were to be USPA witnesses, yet mandated that all other witnesses be sequestered. Mr. Galle failed to cite to any USPA rule or similar policy and replied merely that “Private sporting organizations (such as USPA) are not bound by, nor are they governed by, formal rules of evidence.” *Id.* at 4. Neither Plaintiff nor his counsel were provided an explanation

for this egregious and disparate lack of fair and impartial witness sequestration of all witnesses.

28. On August 6, 2021, the USPA held a disciplinary hearing regarding the Minor's false allegations of racism and bullying. Before the hearing even began, Green asked Plaintiff, the Complainant, and the Minor and his parents if the matter could not just be settled with an apology from Plaintiff. This inquiry indicates Green's immediate bias against Plaintiff as Plaintiff had already emailed a statement to Green, Galle, and Chrys Beal ("Ms. Beal" or "Beal"), Governor-at-Large for Defendant USPA, that he emphatically denied all the allegations. Additionally, if Green, and by extension the USPA, were really interested in settling the matter, that question would have been broached before the day of the hearing and not after Plaintiff had already exerted considerable energy and resources to retain counsel and prepare and gather his resulting 12 witnesses.

29. Galle, acting as "prosecutor" stated that the hearing was taking place pursuant to "Part 1, Section C of the Disciplinary Procedures Policy as amended on April 17, 2021, of the Association." Exhibit E, USPA Hearing Transcript, page 7, lines 5-7. The charges arose "under subparagraphs 2, 3, 8, 9, and 10 of the Association's code of conduct." *Id.* at page 7, lines 9-10. The hearing was recorded by a court reporter who swore in witnesses, however, there is no indicia that there is any penalty for lying during the hearing, making the court reporter nothing more than an attempt at legitimacy when the hearing could have just been recorded via Zoom or held in person in Virginia.

30. At the beginning of the hearing, first Plaintiff, through counsel, raised the issue of whether the USPA had jurisdiction and presented arguments that there was no jurisdiction and offered witnesses who could attest first to the jurisdictional issue. *See Id.* at page 9, lines 13-21; page 16, lines 18-25; page 17, line 1; page 285, lines 17-25; page 286, lines 1-8; page 293, lines 4-25; page 294, line 1. However, rather than rule on the issue of jurisdiction, the hearing officers decided to proceed through an entire disciplinary hearing before later making a jurisdiction determination. Further, the hearing officers attempted to prevent Plaintiff from presenting testimonial evidence regarding the question of jurisdiction. Instead, Hearing Officers throughout the hearing thereafter proceeded to then question witnesses concerning jurisdictional issues.

31. Throughout the hearing, the Minor from whom the allegations originally stemmed – but not the complainant – could remain present for the entirety of the hearing with his parents, despite the fact that his parents had neither witnessed the alleged utterance by Plaintiff, but were deemed witnesses by the USPA. However, the Minor also left multiple times during the hearing and at one point just never returned without any notice to the rest of the parties. During the hearing, the Minor and his parents remained in the same room together. There was no witness sequestration.

32. During the hearing, the Minor repeated his baseless and defamatory allegations on the record. The direct examination by Galle occurred without

interruption. During cross-examination, questioning was repeatedly interrupted by the Minor's father. Minor's father was allowed to testify on behalf of the Minor, and to disrupt Plaintiff's counsel without Galle, Green, or Beal intervening, despite Plaintiff's counsel's objections and despite such being normally improper hearsay. *See Id.* at page 54, lines 23-25; page 55, lines 1-25; page 56, lines 24-25; page 57, lines 1-25; page 58, lines 1-25. As such, counsel was unable to fully cross-examine the Minor even though the Minor was the sole witness to allegedly hear the Plaintiff call him a racial epithet. This illustrates how the USPA arbitrarily applied hearsay rules to its advantage when it was convenient for itself, but applied hearsay rules prejudicially to Plaintiff and his counsel.

33. After direct and cross examinations of the Minor, Beal asked the Minor two leading questions, effectively supplying the Minor witness with answers to credibility questions asked on cross-examination. *See, e.g., id.* at page 61, lines 9-19 ("Ms. Beal: I have one or two. So after watching videos of yourself playing, Aleem -- because I assume you've seen quite a few -- would you say that you're a mouth-breather and your teeth show when you play polo, or would you say you keep your mouth closed all the time and breathe through your nose? Mr. Aleem Siddiqui: I would say sometimes I do open my mouth. I tend to keep my tongue out of my mouth a lot when I play, but I can't really tell.").

34. In one instance, counsel for Plaintiff attempted to question the Minor about the video his mother took of the alleged incident, in which the Minor

is plainly seen riding away with a smile on his face immediately following his collision with Plaintiff. That line of questioning was consistently interrupted with non-witness testimony from the Minor's father and, later, from the USPA itself—albeit in the form of a leading question. *See, e.g., id.* at page 62, lines 1-8 (“If somebody had called you a name that was offensive to you, do you think that you would shrivel away from it, or do you think that you would stand up straight and act like nothing happened?”).

35. Despite previous communications with the USPA that the rules of evidence would not apply in the hearing, as well as the continued allowance of violative evidence offered by Galle in the way of witness testimony, when Plaintiff presented his defense, the hearing officers, primarily Green, arbitrarily drew issue with the presentation of hearsay and similar evidence relevant to credibility and other normally allowable and relevant exceptions of evidence rules from Plaintiff's character witnesses. Throughout the hearing, Green also objected to almost every credibility question and attempt at impeachment even though such testimony was extremely relevant and offered no grounds or other rules or reasons as a basis for such objections and rulings. *See Id.* at page 284, lines 13-16 (“...I think your redirect is threatening to go beyond the scope of the examination by Mr. Galle.”); page 286, lines 4-19 (“Are you finished, Ms. Taylor?...You're just commenting on the answer now, Ms. Taylor.”); *see also id.* at page 143, line 7 to page 144, line 11 (Ms. Taylor: “Q. So did you speak to Sophia about the events of that night? A. I did, yes....Q. And can you share with us the conversation you had with her about what she

witnessed in the match and the events that night? A....she told me later on that she heard that the gentleman in question supposedly said -- you know, called the boy a racial slur. And Sophia was like: "I was right there. I didn't hear anything like that. There was nothing like that said."....Mr. Green: Counselor, may I just ask a question, not of the witness, but of you? Ms. Taylor: Yes. Mr. Green: I assume you would agree that this is all hearsay?"). This also illustrates how the USPA arbitrarily applied hearsay rules to its advantage when it was convenient for itself, but applied hearsay rules prejudicially to Plaintiff and his counsel.

36. The virtual hearing lasted eight hours. Even though Plaintiff sent a list of twelve witness names in advance of the hearing, Green, Beal, and Galle did not consider protracting the hearing in light of the length of the witness list. Instead, Green attempted to bully Plaintiff into ending his presentation of character witnesses early and deny him a fulsome defense, despite Galle having advised Plaintiff prior to the hearing that he should call as many witnesses as possible in his defense. Upon such demands, Plaintiff was compelled to eliminate one witness and to shorten the testimony of other key witnesses. This could have been avoided had the hearing been conducted in person (as it should have) because there are several USPA representatives in Virginia and all parties and witnesses were in Virginia at the time the hearing took place.

37. On August 20, 2021, Green emailed Plaintiff a Final Order from the USPA regarding the

allegations. Exhibit F. The USPA ruled that there was insufficient evidence to sanction Plaintiff, as the Minor had no corroborating evidence whatsoever and all of the witnesses who were present at the event and actually observed the alleged altercation unequivocally contradicted and rejected the Minor's defamatory allegations. But the truth did not fit into the USPA's predetermined narrative. Rather than fully exonerate Plaintiff, as it should have, the USPA stated in the Final Order that it did not reject the Minor's defamatory allegations: "[i]n reaching this decision, the Hearing Officers [Beal and Green] do not reject [the Minor's] testimony. Rather, as the appointed representatives of the EC [Executive Committee], they are obligated to apply the DPP's requirement" that the Executive Committee shall have the burden of proving any charge. Exhibit F, Final Order, page 4.

38. The Final Order was signed by Green on behalf of the Executive Committee of the USPA.

39. Even though the USPA knew the contents of the Final Order would be made available to every Player Member, it nevertheless attached the Notice as an exhibit to the Final Order, ensuring that all Member Players have full access to the false and defamatory statements perpetuated by the USPA and the Minor. *See Exhibit F.*

40. Plaintiff was ultimately not sanctioned by the USPA, but the USPA still succeeded in its efforts to malign and disgrace Plaintiff.

41. Indeed, the USPA's hollow acquittal of Plaintiff only provided additional fodder for further

defamation and empowered Plaintiff's accuser to continue spreading his lies. Following the issuance of the USPA's Final Order and opinion, participants and attendees at another polo tournament heard the Minor bragging to other players that he and his parents were going to call Plaintiff's work to get him fired. Thus, the USPA's actions, falsehoods, and failure to properly exonerate Plaintiff in its Final Order and Notice continue to subject Plaintiff to baseless public ridicule and emotional distress.

42. The issuance of charges and subsequent hearing caused Plaintiff great emotional distress and mental anguish. The lackluster disposition of the USPA contributed to and continues to perpetuate emotional stress for Plaintiff, as it did nothing to assuage any reputational harm against Plaintiff. It also harmed his reputation as the allegations were patently false, and the news of the USPA Hearing gave credence to the rumors spread throughout the polo community. The stress of an impending hearing caused Plaintiff sleeplessness, anxiety, and marital strife. Further, the arbitrary manner in which the hearing was conducted, the intentional disparate treatment of Plaintiff and disparate application of vague and unclear rules and policies without proper notice, and the lack of clarity provided by Galle, Green, Beal and the DPP in general added to Plaintiff's stress, anxiety, and fear that Plaintiff would lose his job as a government contractor. The actions of the USPA were made with malice, in bad faith, and with full prior knowledge that there was no jurisdiction for such a hearing and that no evidence existed to support that Plaintiff said any racial epithet, and such actions additionally furthered and encouraged

the defamation committed by the Minor, his parents, and Burner.

CAUSES OF ACTION

Count I: Defendant Perpetuated Defamation *Per Se, or in the Alternative, Defamation Under Virginia Law of Plaintiff*

43. Plaintiff incorporates and realleges paragraphs 1 – 42 as if repled herein.

44. Defendant perpetuated and contributed to the defamation of Plaintiff by conducting a disciplinary hearing without jurisdiction and with knowledge of the falsity of the allegations or with reckless disregard for their veracity.

45. Defendant, acting through its agents, Beal, Green, and Galle, gave credence to defamatory statements and republished said defamatory statements by issuing charges against Plaintiff, conducting a disciplinary hearing requiring Plaintiff to defend himself, and making the Final Order—complete with the defamatory Notice—available to practically the entire association.

46. Defendant, acting through its agents, Beal, Green, and Galle, also failed to impartially sequester all witnesses, which made the hearing public. Additionally, Defendant, through Galle, required that Plaintiff call as many witnesses as possible at the disciplinary hearing to defend Plaintiff. These actions of Defendant furthered Defendant's defamation of Plaintiff.

47. The USPA wrote in the Final Order, wherein it found insufficient evidence to sanction Plaintiff, that “[i]n reaching this decision, the Hearing Officers [Beal and Green] *do not reject Aleem’s testimony*. Rather, as the appointed representatives of the EC [Executive Committee], they are obligated to apply the DPP’s requirement” that the Executive Committee shall have the burden of proving any charge. Exhibit F, Final Order, page 4 (emphasis added). The Final Order was signed by Green on behalf of the Executive Committee of the USPA. This statement implies that the USPA (through Green and Beal) did not consider the Minor to be lying and thereby perpetuates the defamation of Plaintiff while also finding insufficient evidence to support the Minor’s accusation. As such, the USPA effectively stated, that even though there was insufficient evidence to support a reasonable belief that Plaintiff called Minor a racial slur, the USPA still accepts and believes that assertion as true. It just cannot sanction Plaintiff for it. The USPA’s defamatory final order is a product of the USPA’s malicious and disparate treatment of Plaintiff throughout the entirety of the proceeding.

48. This implication and statement harmed Plaintiff’s reputation and caused mental anguish, nervousness, and sleeplessness. Even though he has been found “not guilty,” because of a clear and stated lack of evidence and an insurmountable amount of exculpatory evidence, the USPA’s weak assertion of such innocence allows others in his community to assume that he truly is a racist bully toward children despite the fact that Plaintiff denied again, at the hearing, any of the conduct alleged against him.

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Exhibit E, USPA Hearing Transcript, page 259, lines 17-18; pages 262-267; page 286, lines 6-12.

49. Defendant's defamation was perpetuated further by assertions that Plaintiff pushed, assaulted, and intimidated the Minor although testimony from the hearing confirmed that Plaintiff did not do so. *Id.* at page 16, lines 2-5; pages 27-28; page 161, lines 2-14; page 162, lines 4-10; page 177, lines 18-24.

50. The consequences of USPA's malicious and defamatory conduct still reverberate and continue to subject Plaintiff to ridicule and embarrassment, both personal and professional. Because of the USPA's intentional decision to manufacture charges against Plaintiff and its refusal to fully exonerate him, the Minor and his parents now feel empowered to continue defaming Plaintiff, even going so far as threatening to get him fired from his job.

51. Plaintiff demands damages for mental anguish, reputational harm, and costs incurred to defend himself in front of the USPA due to the multiple instances of defamation perpetuated by the USPA and its Executive Committee members. Damages for mental anguish and reputational harm are requested at \$2,000,000 in damages and \$350,000 in punitive damages from Defendant as Defendant acted purposefully or willfully and with malice.

Count II: Defendant Breached its Contractual Obligations to Plaintiff when It Conducted a Disciplinary Hearing Without Jurisdiction and in Contravention of Its Constitution, Bylaws, and Disciplinary Procedures Policy

52. Plaintiff incorporates and realleges paragraphs 1 – 51 as if repled herein.

53. When Plaintiff annually renews his membership as a Registered Player with the USPA, he enters into a contract wherein, *inter alia*, he agrees to abide by the USPA Constitution, Bylaws, Rules and Procedures, Code of Conduct, and Membership Terms and Conditions.

54. This contract not only binds Plaintiff to conduct himself in a manner in conformity with the USPA Constitution, Bylaws, Rules and Procedures, Code of Conduct, and Membership Terms and Conditions, but it also binds the conduct of the USPA.

55. Notably, enforcement of these contractual rights does not require any interference with the internal affairs of the USPA. Plaintiff is neither an officer nor a director of the USPA. His membership in the USPA does not afford him an ownership interest in the association, nor the right to vote on matters involving the direction or organization of the USPA. Nor would enforcement of Plaintiff's contractual rights supplant the decision-making of USPA leadership with regard to the its handling of USPA business. Plaintiff is effectively a USPA customer seeking to enforce the terms of his agreement with the USPA.

56. Under the Disciplinary Procedures Policy (“DPP”) applicable to the USPA and Player Members, the USPA may only charge a Member with conduct violations if a complaint is properly brought. The USPA breached its contract with Plaintiff when it charged Plaintiff with conduct violations based upon an improperly brought complaint.

57. The DPP requires that a complaint be brought by a USPA Member who witnessed the alleged conduct violation. In Plaintiff’s case, the complaint was not brought by a witness, but rather by a USPA Member who heard about the alleged conduct violation solely from the Minor’s parents. Hearing about a violation is not the same as witnessing it, which the DPP recognizes and delineates. Further, the USPA may only follow up on a complaint if it has jurisdiction. The events on Saturday, July 10, 2021, did not take place at a USPA match or at a USPA club.

58. The USPA Board of Governors and Executive Committee selected Green and Beal as the Hearing Officers for Plaintiff’s hearing. Galle was the USPA’s attorney during the hearing. All three knew that a complaint was not properly lodged and that the USPA did not have jurisdiction. Upon information and belief, they were also aware of the patent falsity of the manufactured charge. Nevertheless, they commenced with a Disciplinary Hearing against Plaintiff.

59. The breach of contract caused Plaintiff to incur attorneys’ fees and costs for a hearing which should not have occurred as well as severe emotional distress in the way of sleeplessness, anxiety,

depression, and marital problems, as well as fear for the loss of his job.

60. As such, Plaintiff demands \$2,000,000 in damages from Defendant and \$350,000 in punitive damages from Defendant as Defendant acted purposefully or willfully and with malice.

**Count III: The USPA Disciplinary Hearing
Against Plaintiff Violated USPA's Own
Constitution, Bylaws, and Disciplinary
Procedures Policy as well as Common Law Due
Process**

61. Plaintiff incorporates and realleges paragraphs 1 – 60 as if repledged herein.

62. The USPA acted in contravention of the association player rules by moving forward with an improperly brought complaint against Plaintiff and arbitrarily applying policies and procedures and without due notice.

63. When the USPA attempted to provide a hearing, the USPA, through agents Beal, Green, and Galle, applied the policies and procedures in an arbitrary manner. This arbitrariness occurred in the following manner, as well as in additional practices (without limitation) not listed below but noted:

- a. A court reporter swore in witnesses even though this was not a judicial or even quasi-judicial proceeding with no threat of perjury charges or repercussions for violating the oath.

- b. Rules of evidence were applied randomly and prejudicially towards Plaintiff, particularly the use of hearsay. USPA witnesses, such as the complaining party and the Minor's parents, could testify to events which they did not witness and to statements they did not hear or make themselves. However, when Plaintiff presented testimony from witnesses involving hearsay as well as a parent, testifying on behalf of his daughter concerning actions of the Minor, the USPA through its agent Green, objected to the testimony, and arbitrarily disregarded Plaintiff's objections to the disparate treatment and application of the rules. *See* Exhibit E, page 143, line 7 to page 144, line 11; *see also id.* at page 146, line 4 to page 147, line 22 (witness explaining that Minor's mother accused his daughter of being a "racist" because his daughter had engaged in an argument with Minor in the arena during a practice).
- c. Plaintiff was unable to cross examine the Minor fully due to his parents' interference and testifying on the Minor's behalf.
- d. The USPA, through its agent, Beal, was permitted to ask inappropriate leading questions of the Minor.
- e. Plaintiff had been informed by Galle to bring forth as many witnesses as possible. When Plaintiff then began to present his witnesses in his defense, Beal and Green took issue to

the presentation of character witnesses and tried to cajole Plaintiff into ending his defense without presenting all his character witnesses or their full testimony.

- f. The hearing was scheduled without consultation with Plaintiff and was held over Zoom even though all necessary witnesses were in Virginia and an in-person hearing in Virginia would have provided more procedural safeguards such as witness sequestration and testimony without internet outages of key witnesses of Plaintiff's.
- g. When receiving Plaintiff's witness list of twelve witnesses, the USPA through its agents, did not raise the question of having a protracted hearing, instead opting for going forward with an eight-hour Zoom hearing.
- h. During the hearing, the USPA allowed the parents of the Minor to turn off their camera so that Plaintiff could not see who else might have been in the room during the hearing. The parents only turned on their camera when Plaintiff noticed it was off and requested that it be turned on. And the Minor was allowed to be excused by his parents from the hearing at his leisure.
- i. Prior to the hearing, the USPA failed to give due notice to the Plaintiff of the rules to be applied at the hearing, as such were not clear, nor clearly published for its members in the DPP or otherwise.

64. The arbitrary nature of the procedures implemented during the hearing caused Plaintiff stress, embarrassment, anger, anxiety, and additional attorneys' fees. It also impacted Plaintiff's ability to adequately and zealously defend himself as the USPA was "hiding the ball" as to the procedures for the hearing and applied in an ad hoc, disparate, capricious, and arbitrary manner rules that were different for the Plaintiff and his witnesses versus the USPA application of the rules and procedures applicable to Player Members. Further, Plaintiff was required to miss a day of work since the hearing was scheduled without his input and the USPA inflicts steep monetary penalties for continuance requests.

65. Plaintiff demands damages in the amount of \$2,000,000 from Defendant and \$350,000 in punitive damages from Defendant as Defendant acted purposefully or willfully and with malice.

Count IV: Defendant Breached Good Faith and Fair Dealing in its Interpretation of the Vague Disciplinary Procedures Policies

66. Plaintiff affirms and realleges Paragraphs 1 – 65 as if replead herein.

67. The USPA enacted the Disciplinary Procedures Policy ("DPP") to describe the method of handling complaints against members. However, the DPP is thirteen pages long and is vague in describing the actual procedures of a disciplinary hearing, failing to give proper notice.

68. The DPP is silent as to witness sequestration, recording, and evidentiary rules. Due to this silence,

Plaintiff, through counsel, inquired as to the procedure of the disciplinary hearing to USPA's outside counsel, Mr. Galle. Counsel was initially told that witness sequestration would be in effect, but then this was retracted and instead, the complaining party, the Minor, and the child's parents would not be sequestered despite being testifying witnesses of the USPA. When counsel inquired as to why this was so and where in the USPA DPP Galle was basing this decision so as to properly prepare, notify Plaintiff and witnesses, and object where necessary, counsel was simply told that voluntary social organizations are given discretion to manage their internal affairs. This decision was made with malice and was a bad faith interpretation of the DPP – a contract entered into between Plaintiff and the USPA when Plaintiff became a Registered Player and thus a paying member of the USPA.

69. The DPP also is silent as to any evidence rules to be followed in a disciplinary hearing. After counsel was informed by Galle that the hearing would not abide by rules of evidence, counsel believed that hearsay evidence would be admissible. This belief was supported by the case put on by Galle which relied almost exclusively upon hearsay testimony. In fact, Galle, Green, and Beal allowed the Minor's parents to interrupt the cross examination of the Minor at a key moment when the child began to laugh and smile at certain questions relating to the physical pain experienced by Plaintiff during the "T-bone" collision and collisions in general in polo and testify on his behalf, and prevent all further cross examination of the Minor. However, when Plaintiff's case was presented,

Green interrupted to confirm that everything presented by one witness was just hearsay. In fact, Green interrupted and commented multiple times that various aspects of Plaintiff's case violated evidentiary rules and objected to questions regarding the credibility of the USPA's witnesses and their impeachment. Thus, the rules of evidence did not apply to the case presented by Galle, but they did apply to Plaintiff's case. This is a clear breach of good faith and fair dealing by the USPA in interpreting the DPP. Moreover, this illustrates how the USPA arbitrarily applied hearsay rules to its advantage when it was convenient for itself, but applied hearsay rules prejudicially to Plaintiff's counsel

70. The USPA arbitrarily acted in its discretion to interpret the DPP and how to conduct disciplinary hearings. Further, the USPA was dishonest as to how the DPP was interpreted and what rules and procedures applied to the disciplinary hearing.

71. Plaintiff requests damages in the form of attorneys' fees and costs for his defense in the hearing, estimated at \$80,000. Plaintiff also requests damages in the amount of \$2,000,000 and punitive damages in the amount of \$350,000, from Defendant as Defendant's actions were wanton, willful, malicious, and intentional violations of the rules and rights applicable to Player Members.

**Count V: Intentional Infliction
of Emotional Distress**

72. Plaintiff incorporates and realleges paragraphs 1 – 71 as if replead herein.

73. By conducting a Disciplinary Hearing when the USPA knew or should have known that it did not have proper jurisdiction to move forward and that the allegations were false, the USPA through its agents, Beal, Green, and Galle, intentionally inflicted emotional distress upon Plaintiff. Defendant knew or should have known that moving forward with improperly brought and false charges would cause severe emotional distress upon Plaintiff. The accusation was offensive and of such a character that being forced to defend himself in a hearing wherein he could potentially be subject to fines, suspension, or expulsion, and the loss of employment and more caused Plaintiff severe anxiety, paranoia, marital stress, and sleeplessness.

74. Plaintiff demands damages in the amount of \$2,000,000, and punitive damages in the amount of \$350,000 from Defendant as Defendant acted purposefully or willfully and with malice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. Damages from Defendant in the amount of \$2,000,000;
2. Punitive damages in the amount of \$350,000;
3. Attorneys' fees and costs relating to Plaintiff's defense in the USPA hearing in the amount of \$80,000;

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4. Attorneys' fees and costs relating to this litigation;
5. An order requiring Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
6. Such other and further relief as this Court deems just and proper.

Dated: March 2, 2022

Respectfully Submitted,

/s/ Skyler R. Peacock
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CERTIFICATE OF SERVICE

I certify that on the 2nd day of March, 2022, a copy of the foregoing Amended Complaint shall be served through this Court's electronic filing system upon:

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/s/ Skyler R. Peacock
Skyler R. Peacock

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**CONSTITUTION of the
UNITED STATES POLO ASSOCIATION**

As Amended and Restated on October 19, 2019

ARTICLE I

Name, Mission, Powers and Duties

SECTION 1. Name. The name of this organization is the United States Polo Association (the “**Association**”).

SECTION 2. Mission. The Association has been organized and exists for the purposes of promoting the game of polo with an overarching goal of improving the sport, coordinating the activities of its Member Clubs and Registered Players (as defined below), arranging, allocating, and supervising polo tournaments, competitions, and games and providing rules, handicaps, and conditions for those tournaments, competitions, and games, including the safety and welfare of participants and mounts.

SECTION 3. Powers and Duties. The Association shall have such powers as are now or may hereafter be granted by the Illinois General Not for Profit Corporation Act of 1986, as amended (the “**Not for Profit Corporation Act**”), except as otherwise provided by the Articles of Incorporation, this Constitution, or the By-laws of the Association (the “**By-laws**”).

ARTICLE II
Board of Governors

SECTION 1. Board of Governors. There will be a Board of Governors of the Association (the “**Board**”)

consisting of the Circuit Governors, the Governors-at-Large, and the Officers, each of whom shall be Registered Player Members of the Association. Matters relating to the governance of the Association by the Board of Governors not addressed in this Constitution will be addressed in the By-laws or other Board-approved policies, or as set forth in the Not for Profit Corporation Act.

SECTION 2. Elections. Elections of Circuit Governors and Governors-at-Large shall be conducted according to the procedures set forth below. Elections of Officers shall be conducted according to the procedures set forth in the By-laws. All contested elections shall be by confidential vote.

SECTION 3. Removal. In accordance with the Not for Profit Corporation Act, (a) any Circuit Governor may be removed by the affirmative vote of two-thirds of the votes cast by the Delegates in that Circuit; provided, however, that at least a majority of the Delegates in that Circuit must cast votes in order for the vote to be valid, and (b) any Governor-at-Large may be removed by the affirmative vote of two-thirds of the votes cast by the Registered Player Members; provided, however, that at least ten percent (10%) of the Registered Player Members must cast votes in order for the vote to be valid. Upon a motion made and approved by (i) the Board of Governors, (ii) with respect to the proposed removal of a Circuit Governor, a majority of the Delegates in that Circuit, or (iii) with respect to the proposed removal of a Governor-at-Large, at least ten percent (10%) of the Registered Player Members, the Board of Governors shall establish a process and

timetable for submitting the proposed removal to a vote that are as closely aligned with the process and timetable set forth herein for the election of such Governors as the Board of Governors deems practicable. Any Officer serving *ex officio* as a member of the Board of Governors may be removed as provided in the By-laws, and any vacancy created by removal shall be filled as provided in the By-laws.

ARTICLE III
Committees

SECTION 1. Committees of the Association. Matters relating to committees of the Association not addressed in this Constitution will be addressed in the By-laws or other Board-approved policies, or as set forth in the Not for Profit Corporation Act.

SECTION 2. Executive Committee. At any time when there is an Executive Committee of the Board, it shall be composed of nine (9) members consisting of the Chairman, three (3) Officers (other than the Chairman), two (2) Governors-at-Large, two (2) Circuit Governors, and either one (1) additional Governor-at-Large or Circuit Governor. The Chairman of the Association may make recommendations regarding individuals to serve as members of the Executive Committee, but such recommendations shall be subject to approval by the Board of Governors, which approval shall be by vote of the Board of Governors to approve or disapprove each individual candidate proposed by the Chairman for Executive Committee membership, and not by vote to approve or disapprove the full slate of candidates proposed by the Chairman. Unless otherwise determined by the Board of Governors, such

votes shall be by closed ballot at a meeting of the Board of Governors, provided that records of the votes of each member of the Board of Governors shall be kept and any member of the Board of Governors may thereafter request to examine such records. The term of the members of the Executive Committee shall be one (1) year, unless otherwise specified at the time of approval by the Board of Governors.

SECTION 3. Nominating Committee. At the fall Regular Meeting of the Board of Governors in the year immediately prior to any year in which regular elections of Officers or Governors-at-Large will take place, a Nominating Committee of the Association will be formed. The Nominating Committee will consist of seven (7) voting members who shall be selected by the Board of Governors in the manner described below, and one of whom shall be selected by the Nominating Committee members themselves to serve as the Nominating Committee chairperson. Of the seven (7) voting members of the Nominating Committee, five (5) shall be selected from among the then-current members of the Board of Governors, and the remaining two (2) shall be selected from among the Registered Player Members that are at least 18 years of age and that are not then-current members of the Board of Governors but who may be prior members of the Board of Governors. To select the five (5) current members of the Board, the Board of Governors shall nominate up to ten (10) individuals for the five (5) slots, and the Board shall elect the five (5) individuals from among the ten (10) nominated who receive the most votes cast by the Board of Governors. To select the two (2) Registered Player Members, the Board of Governors shall

nominate up to four (4) individuals for the two (2) slots, and the Board shall elect the two (2) individuals from among the four (4) nominated who receive the most votes cast by the Board of Governors. The Nominating Committee will have such responsibilities as are set forth herein and such additional responsibilities as may be determined by the Board of Governors from time to time. The term of each Nominating Committee member shall conclude immediately following the elections for which he or she was appointed to serve on the Nominating Committee. By accepting membership on the Nominating Committee, each individual is ineligible to be included on any slate prepared by the Nominating Committee on which he or she serves but may be independently nominated by the Delegates (as set forth in Article VI) with respect to Governor-at-Large elections or by the Board of Governors (as set forth in the By-laws) with respect to Officer elections.

ARTICLE IV *Membership and Delegates*

SECTION 1. Membership. The Association is an association of Association-registered polo clubs, associations, and other entities engaged in or related to the sport of polo (collectively, the “**Member Clubs**”) and of the Association-registered individual members of such Member Clubs (the “**Individual Members**” and collectively, with the Member Clubs, the “**Members**”). The Members of the Association shall be made up of the following categories of Member Clubs and Individual Members as well as any such additional categories as may from time to time be approved by the Board of Governors. The Member Clubs and Individual

Members shall have such rights and responsibilities as are set forth in the By-laws and this Constitution and such additional rights and responsibilities as may be approved from time to time by the Board of Governors.

A. Member Club Classifications:

- (1) "Active Member Clubs"
- (2) "Provisional Member Clubs"
- (3) "Affiliate Member Clubs"
- (4) "Associate Member Clubs"

B. Individual Member Classifications:

- (1) "Registered Player Members"
- (2) "Affiliate Player Members"
- (3) "Social Non-Playing Members"
- (4) "Lifetime Members"
- (5) "Player-Only Members"

SECTION 2. Delegates. Each Member Club shall select a Delegate, who is at least 18 years of age and who is not employed by the Association or any of its subsidiaries, according to the Member Club's own internal rules and procedures, to represent it in its dealings with the Association. Each Delegate shall be a Registered Player Member of the Association and shall be registered with the Member Club that he or she is selected to represent; provided, however, that with respect to any Affiliate Member Club, its Delegate may be an Affiliate Member of such Affiliate Member Club (and need not be a Registered Player Member). Whenever a new Delegate is selected to represent a Member Club, such Member Club shall provide written notice to the Association identifying the selected

Delegate. No individual may serve as Delegate for more than one Member Club.

SECTION 3. Dues. The Board of Governors shall from time to time establish membership dues for the Member Clubs and Individual Members. All Member Club and Individual Member dues shall be due and payable by January 1 of each calendar year.

SECTION 4. Member Voting Rights.

A. Delegates Representing Active Member Clubs. Delegates representing Active Member Clubs in good standing shall have the right to vote in the election of Circuit Governors in accordance with Article V and the right to vote on any proposed amendment to this Constitution in accordance with Article VIII hereof; provided, however, that with respect to the election of Circuit Governors, only Delegates of record as of June 1 of an election year shall be permitted to vote in such election. For the avoidance of doubt, if, in an election year, an Active Member Club changes its Delegate after June 1 but before the election, such Active Member Club will not have a Delegate eligible to vote in the election. Voting with respect to proposed amendments to the Constitution may be in person or by proxy, duly certified by an officer of the Active Member Club. Proxies must be at least 18 years of age and in good standing with the Association.

B. Registered Player Members. Registered Player Members who are at least 18 years of age and are in good standing shall have the right to vote in the election of Governors-at-Large in accordance with Article VI.

C. No Other Member Voting Rights. No other Members, whether Member Clubs or Individual Members, shall have any right to vote on any Association matter in their respective capacities as Member Clubs or Individual Members.

D. Delegate Nomination of Governor-at-Large Candidate. Delegates of record as of June 1 of a Governor-at-Large election year shall be permitted to nominate a candidate for Governor-at-Large in accordance with Article VI. For the avoidance of doubt, if, in a Governor-at-Large election year, an Active Member Club changes its Delegate after June 1 but before the close of the period for Delegate nominations of Governor-at-Large candidates, such Active Member Club will not have a Delegate eligible to nominate a candidate for Governor-at-Large for such election.

SECTION 5. Good Standing. Member Clubs and Individual Members shall be in good standing if they have paid all dues owing to the Association and are not under suspension by the Association. Individual Members that are not in good standing, or that are registered through a Member Club that is not in good standing for a period exceeding 90 days, may not participate in any Association event, umpire any Association event, serve as Officers, Governors, or Delegates of the Association, vote on any Association matter, recommend handicaps, or be entitled to a handicap, file a complaint or protest, or otherwise participate in the affairs of the Association.

SECTION 6. Applications for Membership.

A. Member Club Membership. Application for membership by a Member Club will be made in writing to the Association, accompanied by such information as the Board of Governors of the Association may prescribe. Such application will be presented for action at the next meeting of the Board of Governors. The Board may from time to time adopt additional objective and nondiscriminatory criteria on which to evaluate, then approve or deny, membership applications. The Board of Governors may, by a majority vote of those present at a meeting, reject the application, elect the applicant a Provisional Member Club pending the receipt of additional information, or elect the applicant to full Active, Affiliate, or Associate Member Club membership. The name of a Provisional Member Club may be put forward at any subsequent meeting of the Board of Governors for election to full Active Member Club membership. Member Club membership shall have a term of one (1) year, expiring December 31 of each year and renewable annually at the option of the Board of Governors.

B. Individual Member Membership. Application for membership as an Individual Member will be made in writing to the Association, accompanied by such information as the Board of Governors of the Association may prescribe. The Board may from time to time adopt objective and nondiscriminatory criteria on which to evaluate, and then approve or deny, membership applications. Notwithstanding the foregoing, in the discretion of the Board of Governors, an application for membership as an

Individual Member may be denied where the applicant previously was removed as an Individual Member by the Association pursuant to procedures approved by the Board of Governors. Following evaluation by the Board and upon payment of the annual dues to the Association, each Individual Member will be designated to one of several categories of membership. Other than Lifetime Members, Individual Members shall have a term of one (1) year, expiring December 31 of each year and renewable annually at the option of the Board of Governors.

SECTION 7. Membership Obligations. Acceptance of membership in the Association will bind each Member to uphold the provisions of the Association's Articles of Incorporation, this Constitution, the By-laws, the Rules of the Association (as defined in the By-laws), and all policies and resolutions of the Association, including all terms and conditions set forth in any membership application, all as in effect from time to time, and to honor all Association decisions based upon those provisions. No Individual Member shall participate, either within or outside the United States, on a team alleging to represent the United States or the United States Polo Association, without the express written consent of the Association.

SECTION 8. Membership Reclassifications.

- A. Member Club Reclassifications. Member Club reclassifications shall be addressed in accordance with the procedures set forth in the By-laws.
- B. Individual Member Reclassifications. An Individual Member's specific class of membership

may be converted to another classification in the event that the Individual Member no longer satisfies the requirements of his or her prior classification. An Individual Member in good standing shall be converted automatically to Player-Only Member status upon the filing by such Individual Member of a claim, complaint, notice, or other cause of action of any kind, whether filed in a court of law or submitted to any other body or agency, unless and until otherwise provided by the Board of Governors or a court of competent jurisdiction.

SECTION 9. Transfer of Membership. Members may not transfer their membership in the Association. Members shall have no ownership rights or beneficial interests of any kind in the property of the Association.

SECTION 10. Termination of Membership. The Board of Governors has the authority to discipline Association Members, including to suspend, revoke, or terminate membership of any Member Club or Individual Member, in accordance with and subject to any disciplinary procedures of the Association approved by the Board of Governors and in effect from time to time, which procedures shall provide for the prompt and equitable resolution of grievances, including the right to fair notice and a hearing prior to termination. The Association may retain jurisdiction over any Member who has pending financial obligations to the Association, or pending disciplinary actions against him or her, regardless of status of membership.

ARTICLE V
Circuits and Circuit Governors

SECTION 1. Circuits. The Board of Governors has established Circuits, the number of which shall be fixed from time to time by the Board of Governors and set forth in the By-laws. The Board of Governors shall from time to time establish the geographic boundaries of each Circuit, and Member Clubs shall be allocated automatically among the fixed number of Circuits based on their respective locations within the geographically-defined Circuits.

SECTION 2. Circuit Governors, Term, Term Limitations. Each Circuit shall be represented by one (1) Circuit Governor who shall be elected in accordance with the procedures set forth herein. Beginning as of the regular meeting of the Board of Governors (the “**Regular Board Meeting**”) occurring in the fall of 2018, each Circuit Governor will hold office, for a three-year term and until his or her successor has been elected and qualified or until his or her earlier resignation, removal from office, or death. A Circuit Governor completing the unexpired term of another will assume office immediately upon such appointment. No individual shall serve as a Circuit Governor for more than three (3) consecutive three-year terms, except that a Circuit Governor completing the unexpired term of another may complete such term and also be eligible for three (3) consecutive three-year terms. Notwithstanding the foregoing, Circuit Governors completing their first or second terms as of the fall 2018 Regular Board Meeting shall be eligible to serve for up to two (2) additional three-year terms,

Circuit Governors completing their third term as of the fall 2018 Regular Board Meeting shall be eligible to serve for up to one (1) additional three-year term, and Circuit Governors completing their fourth consecutive term as of the fall 2018 Regular Meeting shall be ineligible to be elected as Circuit Governors at the fall 2018 Regular Meeting.

SECTION 3. Nomination and Election Procedure.

Not later than the second Tuesday of June in an election year, the Association will convey to the Delegates of each Active Member Club in good standing as of June 1, with a copy to the incumbent Circuit Governor: (a) a list of that Member Club's Registered Players who are at least 18 years of age and of record as of June 1; (b) a nominating form for the nomination of a candidate for Circuit Governor; and (c) a list of all Active Member Clubs in the Circuit as of June 1, including the name and address of each Delegate. The Association shall communicate to each Delegate the following procedure:

A. Nominations must be in writing, on the form provided, and received by the Association no later than 5 p.m. EDT on the second Tuesday of July of each election year. No Delegate may nominate more than one (1) individual. Any individual receiving two (2) or more nominations will be considered a candidate for the office of Circuit Governor. All candidates must be Registered Players who are at least 18 years of age and registered with an Active Member Club in the Circuit as of June 1 of the election year.

B. Not later than the third Tuesday of July of the election year, the Association will deliver ballots

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listing the names of each Circuit's candidates for Circuit Governor to the Delegate of each Active Member Club in such Circuit and will provide a copy of the same to the incumbent Circuit Governor and each candidate for Circuit Governor.

C. Completed ballots must be received at the Association office not later than 5 p.m. EDT on the second Tuesday of August of each election year. Votes representing at least a majority of the total number of votes entitled to be cast by all Delegates within a Circuit shall be required to be received in order for that Circuit election to be valid. The risk of late or non-delivered ballots by the deadline is on the Delegate. All Delegates and candidates will be notified of the results of the election not later than August 30 of that year. If only one candidate is nominated pursuant to the procedures above, such candidate must still receive affirmative votes representing at least a majority of the total number of votes entitled to be cast by all Delegates in the relevant Circuit in order for that election to be valid. If no candidate is nominated in a particular Circuit or no candidate in a particular Circuit receives votes representing at least a majority of the total number of votes entitled to be cast by all Delegates in such Circuit, then the Chairman of the Association shall select an individual to serve as Circuit Governor of such Circuit, subject to approval of the Board of Governors.

D. Only Delegates representing Active Member Clubs in good standing which are in the Circuit and are of record on June 1 of each election year are entitled to nominate or vote for a candidate. No Delegate may assign or transfer the Active Member

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Club's vote(s) or the right to vote by proxy or otherwise. Each Delegate may cast one (1) vote for a candidate for Circuit Governor per ballot. Each Delegate will receive the number of ballots set for the below based on the number of Registered Player Members (including, for this purpose, any Lifetime Members that were Registered Player Members immediately prior to becoming Lifetime Members) in the Active Member Club that the Delegate represents:

Number of Registered Player Members	Number of Ballots
6-14	2
15-29	3
30-59	4
60 or more	5

E. The candidate in each Circuit receiving the greatest number of votes shall be elected as Circuit Governor of that Circuit. In the event of a tie between two (2) or more candidates for Circuit Governor in any Circuit, the Chairman and two other Governors shall call a Special Board Meeting that shall be held as soon as reasonably practicable following the determination that the votes cast for Circuit Governor resulted in a tie and upon forty-eight (48) hours' advance notice to the Board of Governors in accordance with Article III, Section 3 of the By-laws, at which Special Board Meeting the Chairman shall recommend to the Board for its

consideration, and upon the affirmative vote of at least a majority of the Board of Governors, such individual shall be deemed elected as the Circuit Governor of that Circuit.

F. Elected Circuit Governors will take office at the conclusion of the next Annual Member Meeting (as defined below). Their terms will expire at the third Annual Member Meeting following the beginning of their terms.

G. Any variation from the foregoing election procedure must be reported in writing to the Board of Governors prior to the Annual Member Meeting of the Association by letter to the Chairman. If the Board finds that the variation substantially affected the fairness or the outcome of an election or was inconsistent with the Not for Profit Corporation Act, the Board will declare said election void and hold a new election complying as closely as possible with the foregoing procedure; otherwise the said election will be deemed valid.

ARTICLE VI
Governors-at-Large

SECTION 1. Governors-at-Large, Term, Term Limitations. There shall be not less than eight (8) nor more than twelve (12) Governors-at-Large, with the precise number to be recommended by the Chairman and approved by the Board of Governors on or before the Spring Regular Board Meeting of each election year, or else the number shall remain the same as the prior year. Governors-at-Large shall be elected by the vote of the Registered Player Members in good standing as of June 1 of the election year. Beginning as

of the fall 2019 Regular Board Meeting, each Governor-at-Large shall serve for a three-year term and until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal from office, or death. A Governor-at-Large may not serve more than three (3) consecutive three-year terms, except that a Governor-at-Large elected to complete the unexpired term of another may complete such term and also be eligible for three (3) consecutive three-year terms. Notwithstanding the foregoing, Governors-at-Large completing their first or second terms as of the fall 2019 Regular Board Meeting shall be eligible to serve for up to two (2) additional three-year terms, and Governors-at-Large completing their third term as of the fall 2019 Regular Board Meeting shall be eligible to serve for up to one (1) additional three-year term, and Governors-at-Large completing their fourth consecutive term as of the fall 2019 Regular Meeting shall be ineligible to be elected as Governors-at-Large at the fall 2019 Regular Meeting.

SECTION 2. Nomination and Election Procedure. The candidates for Governor-at-Large will be presented by the Nominating Committee for election by the Registered Player Members according to the following procedure:

A. On or before the last Tuesday of May, the Nominating Committee will nominate not less than one (1) candidate for each available Governor-at-Large position to be filled. The Nominating Committee's list of candidates will be immediately forwarded to the Secretary of the Association. The Secretary will ascertain which of those recommended candidates are willing to be

candidates and willing to serve if elected, and shall include the names of those individuals on the final ballot.

B. No later than the second Tuesday of June, the Secretary will distribute to the Delegates of Active Member Clubs in good standing as of June 1 of the election year the following:

- i. The list of candidates prepared by the Nominating Committee;
- ii. Nominating forms for candidates for Governor-at-Large; and
- iii. The procedure by which Delegates may nominate additional candidates for Governor-at-Large.

C. A Delegate may nominate any Registered Player Member who is duly registered with the Association and at least 18 years of age as of June 1 as a candidate for Governor-at-Large by returning the completed nomination form to the office of the Association not later than 5 p.m. EDT on the first Tuesday of July. Any Registered Player Member timely receiving five (5) or more Delegate nominations will be considered a nominee and a potential candidate. No Delegate may make more than one (1) nomination in any given election.

D. At the close of the Governor-at-Large nominating period, the Secretary will ascertain which additional nominees are willing to be candidates and willing to serve if elected and submit them to the final ballot. If a candidate nominated by five (5) or more Delegates chooses not to run, such five (5) or more Delegates will be so advised immediately by the Secretary.

E. The Secretary will prepare a list of all of the nominated candidates for Governor-at-Large. The final list of candidates for balloting purposes will list alphabetically all nominated candidates who are willing to serve, with an asterisk or similar designation next to the names identifying those candidates nominated by the Nominating Committee. On or before the third Tuesday of July, the Secretary will send a written ballot to every Registered Player with each Registered Player's Association number printed thereon and directing the number of Governors-at-Large, as recommended by the Chairman and approved by the Board, to be elected.

F. Each election year, each Registered Player (as of the June 1 record date) may vote for one (1) candidate for each Governor-at-Large position to be filled up to the total number to be elected as recommended by the Chairman and approved by the Board.

G. Registered Players must sign their ballots, and ballots must be received at the office of the Association on or before 5 p.m. EDT on the third Tuesday of August of each election year. Risk of a late or non-delivered ballot by the deadline is on the Registered Player. Ballots representing at least one-tenth (1/10) of the total number of Registered Players as of the June 1 record date must be received by the Association in order for the election to be valid. In the absence of receipt by the Association of ballots representing at least one-tenth (1/10) of the total number of Registered Players by the deadline, the Association shall declare the election invalid and shall conduct

another election for Governors-at-Large that complies as closely as reasonably practicable with the foregoing procedure, including its stated timeframes for various election-related actions.

H. All votes for each candidate will be tallied and candidates receiving the greatest number of votes will be elected as Governors-at-Large up to the total number of Governors to be elected. The results of the election will be announced not later than August 30 of that year.

I. Elected Governors-at-Large will take office at the conclusion of the next Annual Member Meeting (as defined below). Their terms will expire at the third Annual Member Meeting following the beginning of their terms.

J. In the event of a tie between two (2) or more candidates for Governor-at-Large, the Chairman and two other Governors shall call a Special Board Meeting that shall be held as soon as reasonably practicable following the determination that the votes cast for Governor-at-Large resulted in a tie and upon forty-eight (48) hours' advance notice to the Board of Governors in accordance with Article III, Section 3 of the By-laws, at which Special Board Meeting the Chairman shall recommend to the Board for its consideration, and upon the affirmative vote of at least a majority of the Board of Governors, such individual shall be deemed elected as a Governor-at-Large.

K. Any variation from the foregoing election procedure must be reported in writing to the Board of Governors prior to the Annual Member Meeting. If the Board finds that the variation substantially affected the fairness or the outcome of an election or

was inconsistent with the Not for Profit Corporation Act, the Board will declare said election void and hold a new election complying as closely as reasonably practicable with the foregoing procedure, including its stated timeframes for various election-related actions; otherwise the election will be deemed valid.

ARTICLE VII

Annual Member Meeting of the Association

SECTION 1. Annual and Special Member Meetings. The Annual Meeting of the Members of the Association (**the “Annual Member Meeting”**) will be held between the 1st day of August and the 31st day of October in each year at such place and hour as the Chairman designates. Special meetings of the Members of the Association (each, a **“Special Member Meeting”**) may be called by the Chairman or by the Board of Governors.

SECTION 2. Notice of Meetings. Thirty (30) days' notice of the time and place of the Annual Member Meeting and two (2) weeks' notice of the time and place of any Special Member Meeting will be delivered by the Secretary in writing to all Member Clubs and Individual Members. A notice of any Special Member Meeting will state the objectives thereof and no other business will be transacted thereat.

SECTION 3. Quorum. A majority of the Active Member Clubs represented in person by Delegates, or represented by proxy, constitutes a quorum at any meeting of the Members.

ARTICLE VIII
Amendments

SECTION 1. Amendments. This Constitution may be amended by the affirmative vote of two-thirds (2/3) of the total number of votes cast by the Delegates of the Active Member Clubs present and voting in person or by proxy at a meeting of the Members of the Association at which a quorum of the Active Member Clubs are represented by Delegates, provided that written notice of the proposed amendment is delivered to the Delegates of all Active Member Clubs at least thirty (30) days prior to the meeting. In any proposed action to amend this Constitution, each Delegate shall have the number of votes set forth below based on the number of Registered Player Members (including, for this purpose, any Lifetime Members that were Registered Player Members immediately prior to becoming Lifetime Members) in the Active Member Club that the Delegate represents:

Number of Registered Player Members	Number of Votes
6-14	2
15-29	3
30-59	4
60 or more	5

SECTION 2. Implied Amendments. Any action taken or authorized by the Board of Governors, which would be inconsistent with this Constitution but which is taken in order to comply with changes to the Not for

Profit Corporation Act, shall be given the same effect as though the Constitution had been amended by the Delegates of the Active Member Clubs, but only so far as is necessary to permit the action so taken or authorized and only until such time as the Delegates of the Active Member Clubs shall amend this Constitution to comply with the Not for Profit Corporation Act.

ARTICLE IX
Writings and Electronic Signatures

Any action required in this Constitution to be “written,” to be “in writing,” to have “written consent,” to have “written approval,” and the like by or of Governors, Members, Delegates, Officers, or committee members shall include any communication transmitted or received by facsimile, electronic mail, or other means of electronic transmission. Any action required in this Constitution to be “signed” or to have a “signature by or of” a Governor, Member, Delegate, Officer, or committee member shall include an action signed with an electronic signature that is any symbol executed or adopted, or any security procedure employed or adopted, by or on behalf of a person with intent to authenticate a record and which is attached to or logically associated with the action in electronic form.

ARTICLE X
Waiver of Notice

Whenever any notice is required to be given under the provisions of the Articles of Incorporation, the By-laws, this Constitution, or the Not for Profit Corporation Act, a waiver thereof in writing signed by the person or

persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The presence at any meeting of a person or persons entitled to notice thereof shall be deemed a waiver of such notice by such person or persons unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XI
USOC

If, at any time, it becomes reasonably apparent that the sport of polo may be included on the program of the Olympic Games, then the Board of Governors of the Association shall undertake a determination as to whether it will seek recognition as a “National Governing Body” as that term is defined in the Ted Stevens Olympic and Amateur Sports Act (36 U.S.C. §§220501 - 220529) (the “Sports Act”). If the Board of Governors determines that it intends to seek recognition as a National Governing Body, then the Association shall use its reasonable best efforts to comply with the requirements for such recognition in accordance with the Sports Act and as mandated by the United States Olympic Committee, and, upon approval by a majority of the Board of Governors, any amendments to this Constitution that may be deemed necessary by the Board of Governors for such recognition shall be deemed automatically to have received the requisite approval of the Delegates in accordance with Article VIII.

EXHIBIT B

**DISCIPLINARY PROCEDURES POLICY
OF THE
UNITED STATES POLO ASSOCIATION**

*Adopted by the Board of Governors on October 19,
2019 and amended on April 17, 2021*

INTRODUCTION

This Disciplinary Procedures Policy (this “Policy”) sets forth the rules and procedures of the United States Polo Association (the “Association”) relative to its authority to resolve protests and impose disciplinary measures against its Members or Member Clubs for misconduct as set forth herein. The procedures in this Policy are intended to provide for the prompt and equitable resolution of grievances including, to the extent set forth herein, the right to fair notice and a hearing prior to termination of membership.

This Policy contains four (4) sets of procedures, each of which relates to a different type of Member conduct. These procedures are:

- I. Sport-Related Conduct Violation Procedures,
- II. Membership-Related Conduct Violation Procedures,
- III. Sport Protest Procedures, and
- IV. Equine Drugs and Medications Rules Violation Procedures.

AMENDMENTS

This Policy may be amended only by the affirmative vote of a majority of the Board of Governors of the Association.

PART I: SPORT-RELATED CONDUCT VIOLATION PROCEDURES

Introduction

These Sport-Related Conduct Violation Procedures are intended to provide a disciplinary procedures process through which the Association may regulate Member and Member Club conduct relative to the sport of polo or at any Event, whether on or off the field.

A. Conduct Violations.

Any Member Club or Individual Member will be deemed to have committed a “Conduct Violation” for a violation of the Association’s Code of Conduct (whether on or off the polo field), Rules (as defined in the By-laws), Constitution, By-laws, Board-approved policies, directives or Terms and Conditions of Membership, or for a failure to obey a penalty imposed under the Rules or these Sport-Related Conduct Violation Procedures, to the extent such violation or failure relates to the Member Club’s or Individual Member’s conduct relative to the sport of polo, including, but not limited to, player or umpire conduct or any equine welfare issues.

B. Complaints and Charges.

1. **Conduct Violation Complaints.** A complaint of a Conduct Violation (each, a “Conduct Violation Complaint” may be made by any Registered Player Member, Affiliate Player Member, Officer, Governor, employee of the Association, or Official (*i.e.*, umpire, referee, timekeeper, scorekeeper, goal judge, or Host Tournament Committee member) of the Event who is a witness to an alleged Conduct Violation or by the Chairman or Chief Executive Officer of the Association. For purposes of this provision, a complaining party will be considered to be a witness to an alleged Conduct Violation if he or she observes it in person or via video, livestream, or similar technology, either contemporaneously or after it occurs.

a. **Complaint Requirements.** All Conduct Violation Complaints shall be: (i) in writing (which, for purposes of this Policy, includes e-mail or other forms of electronic transmission) describing the alleged Conduct Violation in reasonable detail, including, if applicable, the manner in which it was witnessed; (ii) signed by the complaining party; and (iii) delivered within seventy-two (72) hours of the alleged Conduct Violation to either the Chairman or Chief Executive Officer of the Association. Notwithstanding (iii) immediately above, Conduct Violation Complaints filed by the Chairman of the Association shall be delivered to the Chief

Executive Officer of the Association and Conduct Violation Complaints filed by the Chief Executive Officer of the Association shall be delivered to the Chairman of the Association, each within thirty (30) days of the alleged Conduct Violation. The Association will not prosecute alleged Conduct Violations in the absence of a Conduct Violation Complaint that complies in all material respects with the provisions set forth in these Sport-Related Conduct Violation Procedures.

b. Notice of Complaints. Copies of all Conduct Violation Complaints will be delivered to the Member or Delegate of the Member Club against whom the Conduct Violation Complaint has been filed within seventy-two (72) hours of receipt by the Association. Copies of all Conduct Violation Complaints made to the Association will be forwarded to any host Tournament committee and/or Member Club involved in any such Conduct Violation Complaint within seventy-two (72) hours of receipt by the Association.

c. Recordkeeping and Inspection. The Association will keep a record of all Conduct Violation Complaints, The Association will make available upon request for inspection by Registered Player Members the final decision of the Association regarding any Conduct Violation Complaint for which a

decision is issued, including the nature of the violation and any penalty imposed.

d. Multiple Complaints. In the event that more than one Conduct Violation Complaint is filed, based on a single alleged Conduct Violation, or based on multiple alleged Conduct Violations occurring within a twenty-four (24) hour period, such Conduct Violation Complaints shall be considered collectively by the Executive Committee. Notwithstanding the foregoing, for purposes of determining whether to assess any fine under Section G.1.d. below, the Executive Committee may consider each Conduct Violation separately.

2. Issuance of Charges. If the Executive Committee elects not to issue charges based upon a Conduct Violation Complaint, the complaining party will be notified of such election within seventy-two (72) hours following the decision not to issue charges. The Executive Committee must decide whether to issue charges within fifteen (15) calendar days following receipt of a Conduct Violation Complaint.

3. Member Club Determinations. The imposition of penalties against any Individual Member by a Member Club will not automatically result in charges being brought or penalties being imposed against the Individual Member by the Association. Rather, the Executive Committee shall be responsible for determining whether to issue charges based on any Conduct Violation

Complaint brought in connection with the activity for which the Member Club imposed penalties and, if so, whether to assess any penalties against the Individual Member in accordance with the procedures set forth herein.

C. Notice.

1. Entitlement to Notice and a Hearing. Any person against whom a charge is issued is entitled to a hearing of the alleged Conduct Violation and to notice of the same. If a charged party fails to appear (which, for purposes of this Policy, includes in person, by videoconference technology, or similar interactive technology that allows all parties to hear and communicate with one another contemporaneously) at a properly noticed and scheduled hearing, the hearing will be held in absentia.

2. Notice of an Expedited Hearing. The Association may hold an expedited hearing within seven (7) calendar days of issuance of the charge, provided that the charged party is given written notice at least forty-eight (48) hours prior to the scheduled expedited hearing. The notice of hearing must: (a) contain a brief statement of the facts constituting the alleged Conduct Violation; (b) identify the specific provision of the Association Code of Conduct, Rules, Constitution, By-laws, Board-approved policies, directives or Terms and Conditions of Membership allegedly violated; (c) specify the time and place at which the hearing is to be held; and (d) include a list identifying: (i) the

evidence to be introduced at the hearing, to the extent it is known, (ii) the names of the witnesses, to the extent they are known, and (iii) the substance of their testimony. This notice-of-hearing requirement may be waived in writing by the charged party.

3. Notice in the Absence of an Expedited Hearing. In the absence of an expedited hearing, written notice to the charged party must be given within seven (7) calendar days from the date that the decision is made by the Association to issue charges. Such notice of hearing must: (a) contain a brief statement of the facts constituting the alleged Conduct Violation; (b) identify the specific provision of the Association Code of Conduct, Rules, Constitution, By-laws, Board-approved policies, directives or Terms and Conditions of Membership allegedly violated; (c) specify the time and place at which the hearing is to be held or state that the hearing date will be determined at a later time as soon as reasonably practicable; and (d) include a list identifying: (i) the evidence to be introduced at the hearing, to the extent it is known, (ii) the names of the witnesses, to the extent they are known, and (iii) the substance of their testimony.

4. Optional Response by the Charged Party. Prior to any scheduled hearing, the charged party may submit to the Executive Committee or Hearing Officer(s), if any, a written response to the charges and may include written and signed

statements of others having knowledge of the facts. Alternatively, a charged party may agree to the disposition of the charges without the necessity of a hearing. Any disposition of the charges without a hearing shall be set forth in an Agreed Final Order approved by the Executive Committee and executed by the Charged Party and a representative of the Association.

D. Temporary Suspensions.

The Executive Committee may temporarily suspend any charged party from participating in any manner in the affairs and events of the Association so long as an expedited hearing is noticed and held within seven (7) calendar days of the time such suspension becomes effective. In a case where the charged party has been temporarily suspended prior to a hearing, a decision on the charge shall be made by the committee within twenty-four (24) hours of the conclusion of the expedited hearing.

E. Hearings of Charges.

1. Proceedings in English. All disciplinary proceedings, including, but not limited to, hearings of charges of alleged Conduct Violations, will be conducted in the English language and in the presence of the charged party, unless the charged party fails to appear, in which case the proceedings may be held in absentia. The failure to understand the charges or any proceedings in English shall not provide

the basis for an appeal by any charged party. Interpreters, if required by the charged party, are the responsibility of the charged party.

2. Role of Executive Committee and Hearing Officers. Except as set forth in E.7. below, hearings shall be heard by the Executive Committee of the Association or by one or more individuals appointed by the Executive Committee (such individuals to be members of the Executive Committee, Governors, staff members of the Association, legal counsel for the Association, or such other agents of the Association deemed appropriate by the Executive Committee) (each, a “Hearing Officer” and collectively, the “Hearing Officers”). If one or more Hearing Officer(s) is appointed by the Executive Committee, such Hearing Officer(s) may, to the extent directed by the Executive Committee, collect all testimony proffered, report all findings of facts to the Executive Committee, and make a non-binding penalty recommendation to the Executive Committee.

3. Presentation of Evidence. A charged party may attend his or her hearing, with or without counsel, or may send a representative, and may defend against the charges by calling and cross examining witnesses, submitting signed statements, or presenting other evidence. The Hearing Officer or Hearing Officers may make determination as to credibility and may, in their discretion, give more weight to direct testimony

than they give to written statements or submissions.

4. Burden of Proof. The Executive Committee shall have the burden of proving any charge. The burden of proof shall not be that as required in a court of law. The burden of proof necessary to sustain a charge against a charged party shall be met if the Executive Committee reasonably believes, after hearing the evidence presented, that a Conduct Violation has occurred.

5. Authority to Impose Penalties. The Executive Committee shall have the power and authority to impose any of the penalties described in these Sport-Related Conduct Violation Procedures; provided, however, that any proposal to expel, remove, or terminate a Member from the Association shall be subject to the approval of the Board of Governors. A non-binding penalty recommendation of the Hearing Officer(s), if any, may be accepted, modified, or rejected by the Executive Committee.

6. Final Orders. A final order setting forth the determination and the findings of facts on which it is based, as well as the penalty, if any, to be imposed on the charged party, will be entered by the Executive Committee on behalf of the Association within fifteen (15) calendar days following the conclusion of the hearing. The Executive Committee shall provide notice to the Association's Board of Governors within three (3) business days of entering into such final order, including a summary of any charging

document and settlement agreement, as applicable. In accordance with the Bylaws, any final order entered into by the Executive Committee shall be binding on the Association at the time the Executive Committee takes such action.

7. Executive Committee Conflict of Interest. If, at any time, there are not at least five (5) Executive Committee members available to rule on a Conduct Violation Complaint, at least three (3) of whom it is determined do not have a conflict of interest with respect to the alleged Conduct Violation, then the Board of Governors will appoint one or more of its members who are determined not to have a conflict of interest with respect to the alleged Conduct Violation to join the Executive Committee members who are available and do not have a conflict so that there are at least three (3) Governors available to rule on the Conduct Violation Complaint that do not have a conflict of interest with respect to the alleged Conduct Violation. For the avoidance of doubt, any available Executive Committee members who it is determined to have a conflict of interest with respect to the alleged Conduct Violation shall abstain from participating.

F. Continuances.

1. Continuance Applications. All applications for continuance of any hearing shall (a) be made in writing to the Executive Committee at least five (5) calendar days prior to the scheduled hearing and (b) state the reasons the continuance is

sought. Applications for a continuance of an expedited hearing made by a charged party will not be accepted.

2. Approval or Denial of Continuance Applications. The Executive Committee may, in its sole and reasonable discretion, approve or deny an application for a continuance; provided, however, that no continuances of expedited hearings will be granted to any charged party.

3. Continuance Fees. An application for a first continuance of a hearing must be accompanied by a non-refundable continuance fee of Five Hundred Dollars (\$500.00) payable to the Association. Any second or subsequent application for continuance must be accompanied by a non-refundable continuance fee of One Thousand Dollars (\$1,000.00) payable to the Association. In deciding whether to approve or deny an application for continuance, the Executive Committee also may consider whether the party requesting the continuance has agreed in writing to pay some or all of the expenses of the Association, Member Club, and/or witnesses that would result from approving the continuance.

G. Penalties.

1. Penalty Examples. If found guilty of any charge properly brought before the Executive Committee, the charged party will be subject to such penalty as the Executive Committee may determine, including, but not limited to:

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- a. Censure. A letter of censure may be listed in the Association's record of penalties. If found guilty of a subsequent Conduct Violation, the censured party may be subject to a more severe penalty than for a previous offense.
- b. Suspension. Suspension for any period from participating in any Association events and activities.
- c. Expulsion/Removal/Termination. Expulsion/removal/termination from the Association as a Member. Any proposed expulsion/removal/termination from membership shall be subject to the approval of the Board of Governors.
- d. Fines. Fines may be assessed, provided that such fines shall not exceed the sum of Twenty Thousand Dollars (\$20,000.00) for each Conduct Violation.
- e. Probation. The Executive Committee may determine probationary conditions for a charged party found guilty of a charge. A violation of a probation condition may be treated as a Conduct Violation.
- f. Costs. Actual reasonable costs and out-of-pocket expenses incurred by the Association, a Member Club, and/or witnesses may be assessed in addition to any penalty.

2. Effective Date of Penalty. The effective date of any suspension or probation, and the deadline

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for the payment of any fine or costs, will be set by the Executive Committee or the Board of Governors, as applicable.

3. Failure to Pay. Failure to pay any fine and/or costs within 30 days of notice of the deadline of the same will result in automatic suspension from the date the fine and/or costs became payable until the fine and/or costs are paid. Fines and/or costs are considered paid when receipt is acknowledged by the payee designated by the Association. Failure to timely pay any fine and/or costs shall be treated as a Conduct Violation.

H. Appeal of Decisions.

1. Notice of Appeal. A decision by the Association will be final unless a party to the proceeding files with the Association a written notice of appeal of the decision (a “Notice of Appeal”) together with the requisite appeal fee within fourteen (14) calendar days of the issuance of a final order.

a. Appeal Fee. Any Notice of Appeal by a charged party must be accompanied by an appeal fee in the amount of One Thousand Dollars (\$1,000.00) payable to the Association.

b. Forfeiture of Appeal Fee. In the event that a charged party does not complete the appeals process, the appeal fee will be forfeited.

c. Application or Return of Appeal Fee.

Within thirty (30) calendar days following the conclusion of the appeal hearing, the appeal fee will be returned to the charged party unless the charged party is indebted to the Association for any fees, costs, or fines, in which event the amount of such items shall be deducted from the appeal fee prior to any refund.

2. Role of Board of Governors and Appeal Hearing Officers. On receipt of a Notice of Appeal, the Board of Governors (but excluding any individual who was also a member of the Executive Committee or the Hearing Officer that oversaw the imposition of penalties prior to the appeal) either will conduct an appeal hearing or will appoint one or more individuals (such individuals to be members of the Board of Governors, staff members of the Association, legal counsel for the Association, or such other agents of the Association deemed appropriate by the Board of Governors) (each an “Appeal Hearing Officer” and collectively, the “Appeal Hearing Officers”) to conduct an appeal hearing. At the appeal hearing, all testimony previously given will be considered, as will all other evidence presented at the initial hearing. If one or more Appeal Hearing Officer(s) is appointed by the Board of Governors, such Appeal Hearing Officer(s) shall report its findings to the Board of Governors and may make a non-binding recommendation to the Board of Governors regarding whether to reduce, sustain, or

increase any penalties initially imposed by the Executive Committee.

3. Appeal Hearing. In the event that the charged party timely files a Notice of Appeal, the Association will give the appellant at least ten (10) calendar days' written notice of the date, time, and place of the appeal hearing. Unless the Board of Governors decides otherwise for good cause, the appeal hearing shall be held in the State and County of the alleged Conduct Violation. Likewise, unless the Board of Governors decides otherwise for good cause, the appeal hearing shall be held within forty (40) calendar days following the Association's receipt of a properly filed Notice of Appeal. Upon request of the charged party, the Board of Governors will permit the charged party to appear in person and/or represented by an attorney. The parties may file written memoranda with the Board of Governors objecting to or in support of the initial disciplinary action relating to a Conduct Violation, and the findings upon which it was based, in whole or in part.

4. Final Orders on Appeal. Within fifteen (15) calendar days after completing the appeal hearing, the Board of Governors will issue a final order setting forth its findings, its decision, and its reasons therefor. The Board of Governors may reduce, sustain, or increase any penalties initially imposed by the Executive Committee.

5. Stay of Penalty upon Appeal. If a penalty of any kind is appealed, the charged party may request, in writing, that such penalty be stayed until such time as the appeal has been heard by the Board of Governors. The Board of Governors will timely grant or deny the charged party's request for a stay as it deems appropriate. To the extent that a stay of the penalty is granted, and the charged party fails to prevail on the appeal, any time periods relating to the penalty shall be extended by a number of days equal to the stay.

I. Publication and Enforcement of Association Decisions.

1. Notice of Decisions. Notice of final determinations of the Executive Committee, or the Board of Governors, as the case may be, including the nature of the violation, the decision of the Executive Committee or Board of Governors, and any penalty imposed, shall be provided in summary form to the Member Clubs of the Association via email transmission from the Association to Member Club delegates, and may be provided to the Hurlingham Polo Association, the Association of Argentine Polo, or the Federation of International Polo, if the Executive Committee or Board of Governors, as the case may be, determines that such provision is appropriate.

2. Enforcement of Association Decisions by Member Clubs. On receipt of notice by Active Member Clubs or Affiliate Member Clubs from

the Association that a disciplinary penalty has been imposed on an Individual Member by the Association for a Conduct Violation, the notice will be honored and enforced by Member Clubs receiving such notice.

PART II:

**MEMBERSHIP-RELATED CONDUCT
VIOLATION PROCEDURES**

Introduction

These Membership-Related Conduct Violation Procedures are intended to provide a disciplinary procedures process through which the Association may regulate Member conduct relative to an individual's conduct as a Member of the Association, regardless of whether such conduct is directly related to the sport of polo.

A. Generally.

At any time when cause has been established, the Board of Governors may:

- 1) suspend/expel/remove/terminate a Member from the Association,
- 2) convert an Individual Member to Player-Only Member status, or
- 3) deny the membership application of any current or former Member.

Notwithstanding the foregoing, prior to suspending/expelling/removing/terminating a Member from the Association. the Board of

Governors shall provide the Member with a minimum of seven (7) calendar days' written notice, during which time the Member may submit a written statement concerning the allegations under consideration by the Board or request an appearance before the Board, which request shall be granted by the Board within a reasonable time period thereafter. At any time where a Registered Player Member's membership status has been converted to Player-Only Member status, such Player-Only Member shall be given the opportunity to apply for reinstatement as a Registered Player Member at the end of the fiscal year in which his or her status was converted to Player-Only Member status.

B. Cause.

“Cause” shall be considered established at any time where:

1. a Member acts in a manner that is deemed, in the sole discretion of the Board of Governors, to violate or be inconsistent with the provisions or spirit of the Association’s Articles of Incorporation, By-laws, Constitution, Code of Conduct, Terms and Conditions of Membership, or any policies adopted by the Board, not including any Conduct Violation described in the Sport Related Conduct Violation Procedures; or
2. a Member’s conduct is disruptive to the purposes, activities, or operations of the Association, as determined in the sole discretion of the Board of Governors; and, as a result, the

Board of Governors determines it to be in the Association's best interests to suspend/expel/remove/terminate the Member from the Association or to deny the membership application of any current or former Member.

For the avoidance of doubt, the conviction of a crime by any Individual Member, or determination that such Individual Member was found liable in a civil court proceeding involving claims of abuse, neglect, or mistreatment of a horse or other animal shall constitute "cause".

C. Temporary Suspensions.

If the Board determines it to be in the best interests of the Association, the Board of Governors may temporarily suspend any Member from participating in any manner in the affairs and events of the Association, provided that the Member is given an opportunity to respond and a determination by the Board of Governors regarding the imposition of a penalty is made within seven (7) calendar days of the time such temporary suspension becomes effective.

PART III:

SPORT PROTEST PROCEDURES

Introduction

These Sport Protest Procedures are intended to provide a process by which disagreements with the non-discretionary decisions of a Host Tournament

Committee or Officials of any Event (as defined in the Tournament Conditions) may be protested.

A. Protests.

Any disagreement with the non-discretionary decisions of the Host Tournament Committee and/or Officials conducting an Event may be protested, provided that notice of the disagreement is delivered verbally to any of the following within eight (8) hours after the disagreement arises: a member of the Tournament Committee, a Circuit Governor, the Chief Executive Officer, or the Chairman of the Association.

B. Filing of Protests.

1. A protest may be filed by (a) any aggrieved Individual Member who is also a participant in the Event, (b) an Official of the Event, or (c) an Officer or Governor of the Association.
2. All protests must be: (a) filed in writing, (b) received within twenty-four (24) hours of the Event in which the disagreement arose, (c) signed by the protesting party, (d) addressed to the Association, and (e) delivered to the Chairman or Chief Executive Officer.
3. A copy of the written protest shall be promptly provided to the Host Tournament Committee and/or Officials who made the non-discretionary decision(s) being protested and a representative of any team directly affected by the outcome of the protest, and they shall be

invited to submit in writing or orally any information they deem relevant to the Investigation of the protest.

C. Protest Investigations and Rulings.

The Chief Executive Officer, or his or her designee, shall make an investigation of the protest and shall report findings to the Executive Committee. A ruling on the protest shall be issued by the Executive Committee within forty-eight (48) hours after receipt of such findings from the Chief Executive Officer; provided, however, that any proposal to expel/remove/terminate a Member from the Association shall be subject to the approval of the Board of Governors. The protesting party, the Host Tournament Committee and/or Officials who made the non-discretionary decision(s) being protested, and a representative of any team directly affected by the outcome of the protest will each be notified of the decision in writing within twenty-four (24) hours of the **issuance of the Executive Committee's ruling.**

PART IV:

**EQUINE DRUGS AND MEDICATIONS RULES
VIOLATION PROCEDURES**

Introduction

These Equine Drugs and Medications Rules Procedures are intended to provide a disciplinary procedures process for violations of the Equine Drugs and Medications Rules.

A. Application and Incorporation.

These Equine Drug and Medications Rules Violation Procedures shall apply to all charges and proceedings arising out of alleged violations of the Equine Drugs and Medications Rules of the Association. The Equine Drugs and Medication Rules of the Association are incorporated herein by reference.

B. Equine Drugs and Medications Rules Violation.

Any Responsible Party(ies) (as defined in Rule 6.2 of the Association's Equine Drugs and Medications Rules) found, after hearing and appeal, if any appeal, to have violated the Equine Drugs and Medications Rules of the Association, or having failed to obey a penalty imposed hereunder, shall be deemed to have committed an Equine Drugs and Medications Rule Violation (each, an "EDM Violation").

C. Initiation of Charges, Record.

1. **Initiation of Charges.** Initiation of a charge by complaint under this Rule for an alleged violation of the Equine Drugs and Medications Rules (an "EDM Violation Complaint" or "EDM Charge") shall be made by the Chairman of the Association or his designee; provided, however that:

- a. If the EDM Violation Complaint is based upon equine blood sampling, that both of two samples taken from a horse which forms the basis for the alleged EDM Violation have tested positive for drugs or medications in

violation of the Association's Equine Drugs and Medications Rules; and

b. All EDM Violation Complaints shall be: (i) in writing, describing in reasonable detail the alleged EDM Violation; (ii) received by the Responsible Party(ies) within seventy-two (72) hours of the receipt of the Association of either (a) an EDM Violation Complaint (if the allegations are not based upon testing); or (b) the results of the sample test from the USPA designated laboratory which are the basis for the EDM Violation Complaint; and (iii) signed by the Association.

2. Record. The Association will keep a record of all EDM Violation Complaints available for inspection by Registered Players.

D. Notice.

1. Notice of Hearing Required. Any Responsible Party(ies) against whom an EDM Violation Complaint is issued is entitled to notice of a hearing of the alleged EDM Violation. Notwithstanding the above, should a Responsible Party fail to appear at a duly noticed hearing, the hearing shall be held in absentia. A corporate identity which is a Responsible Party charged hereunder must send an authorized representative to such hearing. The Association may hold an expedited hearing within seven (7) calendar days of issuance of the charge, provided that the Responsible Party(ies) is(are) given written notice at least forty-eight

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(48) hours prior to the scheduled expedited hearing.

The Notice of Hearing shall:

- (a) contain a brief statement of the facts constituting the alleged EDM Violation;
- (b) identify the specific Association Equine Drugs and Medications Rule(s) allegedly violated;
- (c) specify the time and place at which the hearing is to be held; and
- (d) include a list identifying: (i) the evidence to be introduced at the hearing; (ii) the names of the witnesses; (iii) the substance of their testimony; and (e) provide a copy of any testing report(s) from the laboratory that is(are) are to be introduced as evidence at the hearing.

This Notice of Hearing requirement may be waived in writing by the Responsible Party(ies). For purposes of this paragraph, written notice shall be deemed to have been properly given to a Responsible Party(ies) by the Association if the notice is sent via hand-delivery, facsimile, express mail, email or certified mail to the address of the Responsible Party(ies) listed in the Association's records. If sent by email, service is complete upon receipt by the Association of an acknowledgment by the Responsible Party(ies) of receipt of the Notice of Violation.

2. Notice to Responsible Party. In the absence of an expedited hearing, written notice to the

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Responsible Party(ies) must be given within seven (7) calendar days from the date that the decision is made to issue charges by the Association. Such notice shall:

- (a) contain a brief statement of the facts constituting the alleged EDM Violation;
- (b) identify the specific Association Equine Drugs and Medications Rule(s) allegedly violated;
- (c) specify the time and place at which the hearing is to be held; and
- (d) include a list identifying: (i) the evidence to be introduced at the hearing; (ii) the names of the witnesses; (iii) the substance of their testimony; and
- (e) provide a copy of any testing report(s) from the laboratory that is (are) to be introduced as evidence at the hearing. For purposes of this paragraph, written notice shall be deemed to have been properly given to a Responsible Party(ies) by the Association if the notice is sent via hand-delivery, facsimile, express mail, email or certified mail to the address of the Responsible Party(ies) listed in the Association's records. If sent by email, service is complete upon receipt by the Association of an acknowledgment by the Responsible Party(ies) of receipt of the Notice of Violation.

3. Responsible Party Evidence and Information. At least twelve (12) hours before the scheduled hearing, the Responsible Party(ies):

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- a. may submit to the EDM Hearing Committee a written response to the charges, and include written and signed statements of others having knowledge of the facts at issue; and
- b. may submit the name, resume and written report of any veterinary doctor, scientist or other trained expert the Responsible Party(ies) plan to call as a witness before the EDM Hearing Committee; or
- c. may agree to a disposition of the charges without the necessity of a hearing.

Notwithstanding the foregoing, failure of a Responsible Party(ies) to submit the evidence and other information within the time period set forth above may result in the exclusion of such evidence at the scheduled hearing.

E. Hearing of Charges.

- 1. All proceedings will be conducted in the English language and in the presence of the Responsible Parties(ies), unless the Responsible Party(ies) fails to appear, in which case the proceedings may be held in absentia. Hearings shall be heard by an EDM Hearing Committee as constituted hereunder, which shall conduct the proceedings.
- 2. The EDM Hearing Committee shall determine and approve a Final Order setting forth the findings of facts and conclusions on which it is based, as well as the Penalty, if any, to be imposed on the Responsible Party(ies), will be

entered by the EDM Hearing Committee within fifteen (15) calendar days following the conclusion of the hearing. Upon the conclusion of such hearing and the entry of a Final Order, copies of all findings, conclusions, recommendations and Final Orders will be delivered to the Association. The Association shall thereafter promptly provide the Responsible Party(ies) with a copy of all findings, conclusions, recommendations, and Final Orders.

3. At any hearing conducted pursuant to this section, the Responsible Party(ies), or counsel designated by same, will have an opportunity to present evidence, defend against the charges and cross examine witnesses.

F. EDM Hearing Committees.

The Board of Governors has authorized the creation of one or more committees to hold hearings on charges of any alleged Violation of the Equine Drugs and Medication Rules and make determinations on behalf of the Association on such matters (each, an “EDM Hearing Committee”). All EDM Hearing Committees considering alleged EDM Violations shall at all times consist of at least three (3) individuals, a majority of whom must also be Governors, at least one of whom shall be an equine veterinarian licensed in the United States, and all of whom serve at the pleasure of the Board of Governors.

G. Evidence; burden and standard of proof required.

1. **Presentation of Evidence.** The Responsible Party(ies) may attend the hearing on the alleged EDM Violation at their option, with or without counsel, or may send a representative and may call witnesses and submit signed statements or other evidence provided that such information is timely delivered to the Association before the scheduled hearing. Interpreters, if required by the Responsible Party(ies), are the responsibility of the Responsible Party(ies) and not the Association. The failure to understand the charges or any proceedings in English shall not provide the basis for an appeal.

2. **Burden of Proof.** The Association has the burden of proving the EDM Violation. The burden of proof shall not be that as required in a court of law. The standard of proof required for a finding of an EDM Violation shall be “substantial evidence,” which means affirmative evidence of such a clear and definite nature as to reasonably establish a fact.

H. Continuances.

1. **Applications for Continuance.** Applications for continuance of any hearing must be made to the EDM Hearing Committee in writing, shall be subject to the requirements set forth in this paragraph below, and shall state the reasons why such a continuance is sought

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- a. In all cases set for hearing on written notice to the Responsible Party(ies) exceeding ten (10) calendar days, the application for continuance must be received by the EDM Hearing Committee at the address designated in the Notice of Hearing at least seven (7) calendar days prior to the scheduled hearing date.
- b. An application for continuance received less than seven (7) calendar days prior to the scheduled hearing date, but prior to the hearing, will not be granted unless a written arrangement is made to the satisfaction of the EDM Hearing Committee for the payment of all expenses incurred by the EDM Hearing Committee, the Association and witnesses resulting from the granting of any such application for continuance.
- c. No continuances of expedited hearings will be granted to the Responsible Party(ies).

2. Continuance Fees. Except as otherwise provided with respect to expedited hearings, a continuance will be granted to any party to the proceeding only for good cause shown. An application for a first continuance of a hearing must be in writing and accompanied by a non-refundable continuance fee of Five Hundred Dollars (\$500.00) made payable to the Association. Any second or subsequent application for continuance will only be considered if submitted in writing together with a continuance fee of One Thousand Dollars (\$1,000.00), payable to the Association.

I. Temporary Suspension.

If applicable, upon receipt by the Association of the testing report confirming the presence of prohibited drugs and/or medications in a sample taken from the horse of a Responsible Party(ies), the Chairman of the Association or Executive Director may, prior to a hearing, temporarily suspend any Responsible Party(ies) from participating in any manner in the affairs and events of any Association Member Club or the Association so long as an expedited hearing is noticed and held within seven (7) calendar days of the time such suspension is effective. In a case where the Responsible Party(ies) has(have) been temporarily suspended prior to a heating, a decision on the charge shall be made by the EDM Heating Committee within twenty-four (24) hours of the conclusion of the expedited hearing.

J. Appeal of Decisions.

1. Notice of Appeal. A decision by the EDM Hearing Committee will be final unless a party to the proceeding files a written Notice of Appeal together with the requisite Appeal Fee with the Association within fourteen (14) calendar days of the issuance of the Final Order,

a. Any Notice of Appeal filed by a Responsible Party(ies) must be accompanied by an Appeal Fee in the amount of One Thousand Dollars (\$1,000) payable to the Association.

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b. In the event that (a) Responsible Party(ies) do (does) not complete the appeal process, the Appeal Fee will be forfeited,

c. Within thirty (30) calendar days following the conclusion of the Appeal Hearing, the Appeal Fee will be returned to the Responsible Party(ies) unless the Responsible Party(ies) is indebted to the Association for any fees, costs or fines, in which event the amount of such items shall be deducted from the Appeal Fee prior to any refund.

2. Appeal Committee. Further Appeal.

a. On receipt of a timely Notice of Appeal from any party, the Association will designate an Appeal Committee which will have the authority, in their discretion, to either schedule and conduct a hearing or require the Responsible Party(ies) to submit its arguments in writing for consideration.

b. The Appeal Committee shall consist of the following:

1. A equine veterinarian licensed in the United States who did not sit on the Hearing Committee for the matter subject to appeal; and
2. The Chairman or his designee, provided that such individual did not sit on the initial Hearing Committee for the alleged EDM Violations subject to appeal.
3. Additionally, a majority of the members of the Appeal Committee shall be

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members of the Board of Governors, and all members of the Appeal Committee shall serve at the pleasure of the Board of Governors.

- c. At the hearing, should one be scheduled and conducted before the Appeal Committee, all testimony and other evidence previously presented to the EDM Hearing Committee shall be considered. The Appeal Committee may reduce, sustain, or increase any penalties initially imposed; provided, however, that any proposal to remove a Member from the Association shall be subject to the approval of the Board of Governors.
- d. On receipt of a written, timely Notice of Appeal from an Association Appeal Committee decision, the Appeal will be decided by the Executive Committee of the Board of Governors.

- 3. Appeals by a Responsible Party. In the event that the Responsible Party(ies) timely appeals a decision recommended by the EDM Hearing Committee, the Appeal Committee designated by the Association shall give the appellant at least ten (10) calendar days' written notice of the date, time and place of the appeal hearing, should one be scheduled. Unless the Appeal Committee decides otherwise for good cause, the appeal hearing shall be held in the State and County of the alleged EDM Violation. Likewise, unless the Appeal Committee decides otherwise for good cause, the hearing shall be held within

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forty (40) calendar days following the receipt by the Association of a properly filed appeal. If requested by the Responsible Party(ies), the Appeal Committee will permit the Responsible Party(ies) to be heard in person and/or as represented by an attorney. The parties may file written memoranda with the Appeal Committee objecting to or in support of the initial EDM Hearing Committee findings and accompanying disciplinary action.

4. Appeal Committee Report. Within fifteen (15) calendar days after completing the Appeal Hearing, the Appeal Committee will issue a report setting forth its findings, its decision and its reasons therefore, and will transmit the same to the Responsible Party(ies) and to the Association.

5. Executive Committee Authority on Appeal. If the Association timely receives a written Notice of Appeal from the Responsible Party(ies) of the decision of the Appeal Committee, the Executive Committee of the Board of Governors shall constitute the final body of appeal for all decisions and shall have the authority to review the entire transcript of any hearings and any and all evidence submitted to the EDM Hearing Committee and the Appeal Committee in connection with the alleged EDM Violation. The Executive Committee shall have the power to affirm, modify or reverse the decision appealed. Such an appeal must be filed with the Office of

the Association within fourteen (14) calendar days of the Appeal Committee decision.

K. Penalties.

1. Penalties. If found guilty of any EDM Violation properly brought before a Hearing Committee, the Responsible Party(ies) will be subject to such penalties as the EDM Hearing Committee, the Appeal Committee, the Executive Committee, or the Board of Governors, as applicable, determine, including, but not limited to:

a. For a first violation:

1. Letter of censure to be listed in the Association's record of penalties and published by the Association;
2. Fine of \$1,000 (one thousand dollars) in addition to all fees and costs incurred by the Association and its witnesses;
3. Probation for 6 (six) months.

b. For a second violation:

1. Letter of censure to be listed in the Association's record of penalties and published by the Association;
2. Fine of \$5,000 (five thousand dollars) in addition to all fees and costs incurred by the Association and its witnesses;
3. Suspension for any period from participating in any Association or Member Club events and activities and an additional period of Probation; and

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c. For a third violation:

1. Letter of censure to be listed in the Association's record of penalties and published by the Association;
2. Fine of \$10,000 (ten thousand dollars) in addition to all fees and costs incurred by the Association and its witnesses;
3. Forfeiture of all of those games won and Association tournament won (if any) by the team for which horse that tested positive played in that Association tournament;
4. Expulsion from Association membership. Whether such expulsion shall be temporary or permanent shall be at the discretion of the Board of Governors.

d. For all violations:

1. Disqualification. The EDM Hearing Committee may also impose the sanction of retroactive disqualification from any Association game or tournament.
2. Publication. Any findings conclusions, rulings, recommendations and/ or penalties of a Hearing Officer, the EDM Hearing Committee, Board of Governors, or Chairman of the Association under this By-law may be published to the Member Clubs of the Association, any foreign associations and the news media.

2. Multiple Allegations. When more than one allegation of an EDM Violation against any Responsible Party(ies) arises out of testing of samples from one date in one location, the EDM Hearing Committee shall determine, in its sole discretion, whether those allegations constitute one or multiple EDM Violations for purposes of assessing the Penalties hereunder.
3. Probation Condition Violations. A violation of a Probation condition may be treated as an EDM Violation.
4. Publication. Any findings, conclusions, rulings, recommendations and/or penalties of an EDM Hearing Committee, Appeal Committee, Board of Governors, or Chairman of the Association, may be published to the Member Clubs of the Association, any foreign associations and to the news media.
5. Costs. Actual reasonable costs and out of pocket expenses incurred by the EDM Hearing Committee, Appeal Committee, Association and/or witnesses may be assessed in addition to any penalty. Failure to timely pay for costs shall be treated as an EDM Violation.

L. Publication and Enforcement of Association Decisions by Member Clubs.

The issuance on the Association's website of a final decision by the Association as to any EDM Violation and any attendant penalties imposed therefore shall, once all rights of appeal have

either been exhausted or lapsed, be binding on all Member Clubs.

M. Stay of Penalty Upon Appeal.

If a penalty of any kind is appealed, the Responsible Party(ies) may request, in writing, that any penalty imposed be stayed until such time as the Appeal has been heard by the proper Committee or Board. The Committee hearing the appeal will timely grant or deny the Responsible Party's(ies') request for a stay as it deems appropriate. To the extent that a stay of the penalty is granted by the Committee hearing the appeal, and the Responsible Party(ies) fails to prevail on the appeal, the time periods relating to the penalty shall be extended by a number of days equal to the stay.

N. Effective Date of Penalty.

1. The effective date of any suspension, probation or expulsion, and the deadline for the payment of any fine, will be set by the EDM Hearing Committee.
2. Failure to timely pay a fine and/or costs which have been properly levied will constitute automatic suspension of the Responsible Party(ies) subject to the fine and/or order of costs from the date the fine and/or costs were payable until the fine and/or costs are paid. A fine and/or costs are considered paid when actually receipt by the Association in cleared funds.

EXHIBIT C

UNITED STATES POLO ASSOCIATION

9011 Lake Worth Road
Lake Worth, Florida 33467

July 23, 2021

By email only

Darrell Gaebel
24182 Audubon Trail Drive
Aldie, Virginia 201055
Tel: (703) 507-9831
Email: [cdrvjd2000@yahoo.com](mailto:cdrdjh2000@yahoo.com)

**Re: Notice of Alleged Conduct Violations,
Issuance of USPA Charges and Notice of
Hearing.**

Dear Mr. Gaebel:

Notice is given, pursuant to Part I, Section (C) of the Disciplinary Procedures Policy (as amended on April 17, 2021) (“DPP”) of the United States Polo Association (the “Association”) that you have been charged with violations of subparagraphs (2), (3), (8), (9) and (10) of the Association’s Code of Conduct. In accordance with Part I, Section (C) of the DPP, a hearing will take place before a USPA Hearing Committee on **Friday, August 6, 2021 at 10:00 a.m.**¹

¹ The Members of the Hearing Committee will be Chrys Beal and Chris Green.

The hearing will be conducted via a live Zoom teleconference. At the hearing, you will be entitled to present evidence, defend against the charges, and cross-examine witnesses. A decision on the charge will be made within fifteen (15) days after the conclusion of the hearing.

I. The Alleged Conduct Violations

The alleged conduct violations took place on Saturday, July 10, 2021, at the Twilight Polo Club in Plains, Virginia, during an arena polo game between Battlefield and Polo Yacht Club. During the game, it is alleged that you used “foul and racial language” and that you called Aleem Rahman Siddiqui, who is 14-years old, a “*mother-fucking nigger*.” Thereafter, when you were asked to apologize to Mr. Siddiqui, it is alleged that you “bullied [Aleem] by pushing his shoulder” and “slapping his upper arm.”

These allegations were made in a Conduct Violation Complaint made by Delora Burner, an Association member, on Sunday, July 11, 2021, and delivered to the Association that same day. A copy of Ms. Burner’s Conduct Violation Complaint is attached hereto as Exhibit 1. On Wednesday, July 14, 2021, the Association, in accordance with the DPP, timely provided you with notice that a Conduct Violation Complaint had been made against you. A copy of this Notice is attached hereto as Exhibit 2.

Your conduct as described above, if proven to be true, would amount to violations of subparagraphs (2), (3), (8), (9) and (10) of the Association’s Code of Conduct.

II. The Association's Policies Governing Member Conduct

The Association's Code of Conduct provides, in pertinent part:

The United States Polo Association (the "USPA") strives to maintain the highest standard of conduct in all of its operations and, accordingly, has established the following code of conduct (this "Code of Conduct") for all of the Member Clubs and Individual Members.

- (2) Always respect your teammates, opponents, officials, and fellow Members.
- (3) Always demonstrate good sportsmanship.

(8) Always demonstrate respect and good citizenship towards other Association Members in all Association-related communications, including, but not limited to, discourse at Association meetings.

(9) Always adhere to and comport yourself in accordance with the Articles of Incorporation, By-laws, Constitution, Rules, terms and conditions of the Membership Application, Code of Conduct, and other policies of the Association, all as in effect from time to time.

(10) Always act in a manner that is in the best interests of the Association and the sport of polo. An Individual Member shall be deemed to have not acted in the best interests of the Association

and the sport of polo where such Individual Member:

- A. Acts, or incites any other Member to act, in a manner contrary to the Articles of Incorporation, By-laws, Constitution, Rules, terms and conditions of the Membership Application, or this Code of Conduct;
- B. Acts, or incites any other Member to act, in a manner deemed to be improper, unethical, dishonest, unsportsmanlike, intemperate, or prejudicial to the best interests of the sport or the Association;
- D. Publishes, or incites any other Member to publish, in social media or elsewhere, statements, comments, or remarks considered to be offensive or made with the intent to influence or cast aspersions on the character or integrity of the Association, an Individual Member, a Member Club, or an official of the sport;

III. The Association's Procedures Governing Conduct Violations

A. By-laws

Article VIII, *Disciplinary Procedures*, of the By-laws provides that “[t]he Board of Governors has the authority to discipline Association Members, including to suspend, revoke, or terminate membership of any Member Club or Individual Member, in accordance with and subject to any disciplinary procedures of the Association . . . Failure of a Member to discharge [his] obligations to the Association may be grounds for

suspension or termination of membership, or other penalty, in accordance with any Board-approved disciplinary procedure.”

B. Disciplinary Procedures Policy

Part I, Paragraph A, of the DPP provides:

A. Conduct Violations.

Any Member Club or Individual Member will be deemed to have committed a “Conduct Violation” for a violation of the Association’s Code of Conduct (whether on or off the polo field), Rules (as defined in the By-laws), Constitution, By-laws, Board-approved policies, directives or Terms and Conditions of Membership, or for a failure to obey a penalty imposed under the Rules or these Sports-Related Conduct Violations Procedures, to the extent such violation or failure relates to the Member Club’s or Individual Member’s conduct relative to the sport of polo, including, but not limited to, player or umpire or any equine welfare issues.

IV. Evidence to Be Introduced at the Hearing

A. Identity of Witnesses

At the hearing, the following witnesses may testify:

(i) Delora Burner; (ii) Aleem Rahman Siddiqui; (iii) Humera Rahman; (iv) Taha Rahman; (v) Umpire George Krabbe; (vi) John Gobin; and (vii) any other individuals who are located in the interim with firsthand knowledge of the incident at issue.

B. Substance of the Witnesses' Testimony

The above referenced witnesses are expected to testify that on Saturday, July 10, 2021, at the Twilight Polo Club in Plains, Virginia, during an arena polo game between Battlefield and Polo Yacht Club, you used foul language, that you used the racial slur referenced above and, when you were asked to apologize to Mr. Siddiqui, you refused to apologize and instead attempted to bully Mr. Siddiqui by pushing his shoulder and slapping his upper arm saying “we settled this on the field, didn’t we kid,”

C. Additional Evidence

At the hearing, the following documents will be used: (i) Conduct Violation Complaint authored by Delora Burner dated July 11, 2021 [Exhibit 1]; (ii) Notice to Darrell Gaebel dated July 14, 2021, notifying Mr. Gaebel that a Conduct Violation Complaint had been made [Exhibit 2]; (iii) written statement of Humera Rahman dated July 11, 2021 [Exhibit 3]; (iv) three photographs from the subject arena polo game [Exhibit 4]; and (iv) two (2) videos of the subject arena polo game.² Other documents or videos may also be used if they are relevant and identified before the hearing.

IV. Hearing and Pre-Hearing Procedures

Prior to the scheduled hearing, you may submit a written response to the charges and include written

² Links to the two (2) videos will be provided to you in advance of the hearing by email.

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and signed statements of others having first-hand knowledge of the facts. You may attend the hearing with or without counsel, or you may send a representative on your behalf. You may call witnesses and present other relevant evidence. Any pre-hearing submissions made by you should be provided to both the USPA, at the above address, and to USPA counsel, Craig T. Galle, Esq., whose contact information is listed below.

The relevant sections of the Association's Disciplinary Procedures Policy (as amended on April 17, 2021) can be found **in** the document attached to the email by which I have transmitted this letter to you, if you would like to familiarize yourself with them. Part I, Paragraph C, subparagraph 4 of the Disciplinary Procedures Policy provides that you, as the charged party "may agree to the disposition of the charges without the necessity of a hearing." If you would like to discuss that possibility, please contact USPA counsel, Craig T. Galle, Esq., at your earliest convenience.

Sincerely,

UNITED STATES POLO ASSOCIATION

/s/ Carlucio Arellano

By: Carlucio Arellano

Its: Executive Director, Services

cc: Craig T. Galle, Esq.

The Galle Law Group, P.A.

13501 South Shore Blvd., Suite 103

Wellington, Florida 33414

Tel: (561) 798-1708

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Fax: (561) 798-1709
Email: pololawyer@aol.com
(USPA Counsel)

Chrys Beal, Hearing Officer
Email: chrysbeal@gmail.com

Chris Green, Esq., Hearing Officer
Email: chris@uspolo.org

Teresa N. Taylor, Esq.
Email: taylortn@butzel.com
(Respondent's Counsel)

Exhibit 1

From: Chris Green <chris@uspolo.org>
Sent: Wednesday, July 14, 2021 5:25 PM
To: cdrdjc2000@yahoo.com
Subject: USPA Conduct Violation Complaint

Dear Mr. Gaebel:

Please see attached a Conduct Violation Complaint filed with the USPA by member Delora Burner. The Complaint will be presented to the USPA Executive Committee pursuant to the attached USPA Disciplinary Policy Procedures (As Amended 04.17.21). The Executive Committee will meet to decide whether to issue charges based on the Complaint.

Please contact me if you have any questions.

Sincerely,
Chris

CHRIS GREEN
Chief Operating Officer & In-House Counsel
UNITED STATES POLO ASSOCIATION

[SEAL]

9011 Lake Worth Road | Lake Worth, FL 33467 |
uspolo.org
t: (800) 232-8112 | f: (888) 391-7410 | c: (914) 552-0625

Exhibit 2

From: Delora Burner
To: carrucho Arellano; Chris Green
Subject: Incident Report 7/10/2021
Date: Sunday, July 11, 2021 8:47:26 PM

To the United States Polo Association,

An incident occurred during a 6:30 pm game last night July 10, 2021 at Twilight Polo in the Plains Virginia. Battlefield was playing a game against the Polo Yacht Club and a player from each team collided midfield. Darrell Gaebel from Polo Yacht Club and Aleem Siddiqui from Battlefield resulting in foul and racial language (mother-fucking nigger) by the adult Darrell Gaebel towards my fourteen year old student Aleem.

I walked directly to the umpire George Crabb after the game and asked if he heard the comments on the field, he had not, then I went to the manager John Gobin to report this incident. I stated I was beyond angry and that this is unacceptable, John was in 100% agreement and said he would not tolerate this behavior. John accompanied me to speak to his player Gaebel and asked him directly did he say these things to Siddiqui? Gaebel responded, "Now John when have you have heard me say that word?" John said again did you say this to the kid? Gaebel evaded . . . John told Gaebel to go over there and apologize to the player and his family.

I accompanied Gaebel to speak to my student and his family and Gaebel as not happy. When we arrived Aleem's mother, father, uncle, grandparents, and

friends as well as all our families and kids were nearby. I said Darell has come to apologize to you Aleem. Gaebel said well no, I looked at him and watched as he totally evaded an apology, Gaebel with his teeth gritting said, "No we settled this on the field, didn't we kid?" Gaebel pushed Aleem's shoulder and said, "Didn't we already settle this kid?" He actually stood there and bullied my student by pushing his shoulder, never acknowledged my student by name. It was "kid".

As I stood there I realized that Gaebel did not acknowledge the the Siddiqui's in any way or even as human beings. Gaebel's entire demeanor suggested he didn't feel they warranted acknowledgement, let alone an apology, Gaebel kept gritting his teeth and pushing Aleem on his shoulder and slapping his upper arm and saying, "We already settled this on the field right kid?"

In that moment I felt shame, humiliation, I felt racism up close and in my face. Any rational person would either deny outright saying the word "Nigger" as it is the social norm to deny saying such a hateful word, with a connotation of slavery.

Oh I heard the word "no" from Gaebel, it was when I asked him to issue the apology, and he responded by saying, "No we settled this on the field, didn't we kid". I did not hear him say that he did not use the word Nigger or apologize for any other foul language. What decent human being behaves like this towards anyone, anywhere, ever?

There was a moment in recent times I thought Gaebel had changed his behavior and been kinder asked if a

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couple of my female students could ride his horses, My instinct was to say no because of his behavior in the past, but I relented and allowed them to ride the horses, hoping he had changed, but now I realize they were white children.

Over 5000 people have learned to ride or started in polo here at Battlefield we have a dozen adults and 18 children currently playing with us and hold multiple memberships and boxes at Twilight polo and Virginia United, many of the players and the patrons on the fields in Northern Virginia began their career here at Battlefield now playing 6,8,12 goal. They go on to buy horses, farms, pay pros, grooms, and it makes me happy to be living the dream. Last night was a nightmare it was a disgrace to our beloved sport.

I have to date never filed any complaint with any organization in my life, but I am asking you to sanction Gaebel, and maintain zero tolerance for discrimination of any kind. Be the light.

Thank you
Dori Burner
Battlefield Park Polo Club
Gainesville VA 20155
239-989-2011

Exhibit 3

From: humera rahman

Sent: Sunday, July 11, 2021 6:31 PM

To: Carlucho Arellano; Chris Green; Stewart Armstrong

Cc: delorab@hotmail.com; tahasiddiqui@gmail.com

Subject: Incident at Twilight Polo (07/10/2021)

On July 10th our son, Aleem Rahman Siddiqui, played at Twilight Polo in the Plains, Virginia. Aleem was playing for Battlefield Polo Park under the coaching of Dori Burner. The opposing team was Polo Yacht Club and had a player by the name of Darrell Gaebel.

In the fourth chukker, both Aleem and Darrell went towards the ball; Darrell got to the ball first and turned sharply in front Aleem's horse. Aleem turned his horse immediately to avoid a collision but the horse's head brushed Darrell's shoulder. Aleem went to apologize and take responsibility for what had happened but Darrell wouldn't accept the apology and began yelling and cursing.

Darrell then called him a "motherfucker" and the N-word. Aleem immediately came to us to explain the interaction with but due to the noise we couldn't hear him and sent him back to apologize to Darrell again.

Aleem apologized to him again near other players and he called him a "motherfucker" again. Later in the game in front of the goal, Darrell came into the ride off fast and slammed into Aleem knocking his foot out of the stirrup. He then began cursing again resulting in both Aleem and Darrell receiving a warning.

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After the game Aleem explained in detail what had occurred. We were shocked and Dori immediately went to speak with John Gobin (organizer and owner of Twilight Polo), George Krabbe (umpiring), Darrell and the other players.

Dori brought Darrell over to Aleem to apologize for what he had said. Darrell denied saying the N-word and said that “motherfucker” was not directed towards Aleem. He kept pushing Aleem’s shoulder in an attempt to intimidate him and Insisting that Aleem acknowledge that the matter had been sorted out in the arena.

We have seen and supported Darrell play for the last few years at Twilight and are extremely saddened to hear him direct such hateful language at a fellow player let alone a 14 year old.

We would like you to ensure that Darrell Gaebel is sanctioned and held fully accountable for his behavior and language towards Aleem.

Sincerely,
Humera Rahman
Taha Siddiqui

EXHIBIT F

UNITED STATES POLO ASSOCIATION
BEFORE THE EXECUTIVE
COMMITTEE OF THE USPA
MEMBERSHIP-RELATED
CONDUCT VIOLATION PROCEEDING

CASE NO. 2021-EC/BG-002

IN THE MATTER OF:

UNITED STATES POLO ASSOCIATION,

Charging Party/Petitioner,

vs.

DARRELL GAEBEL,

Charged Party/Respondent.

FINAL ORDER

This matter has come before the Executive Committee (“EC”) acting on behalf of the Board of Governors (“BoG”) of the United States Polo Association (“Association”) pursuant to Part I: Membership-Related Conduct Violations Procedures of the Association’s Disciplinary Procedures Policy (“DPP”).

I. Factual & Procedural Background

This Conduct Violation Proceeding was initiated when USPA Member Delora Burner of the Battlefield Park Polo Club filed a Conduct Violation Complaint

(“CVC”) against USPA member Darrell Gaebel for allegedly directing a racial slur against one of her students, Aleem Siddiqui, immediately following a collision during an exhibition arena polo game. (*See Exhibit 1*). The game was played on July 10, 2021, at the Great Meadow Polo facility in The Plains, Virginia, under the auspices of USPA member club Twilight Polo Club, which leased the facility for that purpose. The USPA also received a similar complaint from Aleem’s mother, Humera Rahman, who is not a USPA Member. At the time of the incident, Aleem Siddiqui was fourteen years old. (*See Exhibit 2*)

As required by the DPP, the USPA provided a copy of the CVC to Mr. Gaebel within 72 hours of receiving it. Mr. Gaebel vehemently denied that he used the slur, and he retained counsel, Ms. Teresa Taylor, a USPA Member and one of his teammates during the game. Because USPA staff members who processed the CVC did not expect Mr. Gaebel to agree to settle any charges if they were issued, before bringing the matter to the attention of the EC, they confirmed in writing and orally with Ms. Rahman that Aleem was indeed prepared and willing to testify at a hearing that Mr. Gaebel used the slur against him and be questioned by both the USPA Hearing Officers and Ms. Taylor. The EC, taking the allegations in the CVC at face value, issued charges against Mr. Gaebel for violating the USPA Code of Conduct and notified him that it would schedule a hearing. (*See Exhibit 3*). Mr. Gaebel submitted a written statement denying the allegations of the CVC. (*See Exhibit 4*).

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The implicated provisions of the Code of Conduct are as follows:

(2) Always respect your teammates, opponents, officials, and fellow Members.

(3) Always demonstrate good sportsmanship.

.....

(8) Always demonstrate respect and good citizenship toward other Association Members in all Association-related communications, including, but not limited to, discourse at Association meetings.

(9) Always adhere to and comport yourself in accordance with the Articles of Incorporation, By-laws, Constitution, Rules, terms and conditions of the Membership Application, Code of Conduct, and other policies of the Association, all as in effect from time to time.

(10) Always act in a manner that is in the best interests of the Association and the sport of polo. An Individual Member shall be deemed to have not acted in the best interests of the Association and the sport of polo where such Individual Member:

A. Acts, or incites any other Member to act, in a manner contrary to the Articles of Incorporation, By-laws, Constitution, Rules, terms and conditions of the Membership Application, or this Code of Conduct;

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B. Acts, or incites any other Member to act, in a manner deemed to be improper, unethical, dishonest, unsportsmanlike, intemperate, or prejudicial to the best interests of the sport or the Association;

D. Publishes, or incites any other Member to publish, in social media or elsewhere, statements, comments, or remarks considered to be offensive or made with the intent to influence or cast aspersions on the character or integrity of the Association, an Individual Member, a Member Club, or an official of the sport;

A Zoom hearing was held at 10:00 AM EDT on Friday, August 6, 2021, during which the USPA was represented by Craig T. Galle, Esq. The USPA Hearing Officers were Chrys Beal, a Governor-at-Large of the USPA and a member of the USPA Executive Committee, and Chris Green, USPA Chief Operating Officer and In-House Counsel. The USPA presented five witnesses: Ms. Burner; Aleem Siddiqui; Ms. Rahman; Taha Rahman, Aleem's father; and George Krabbe, a USPA Member who umpired the game. Mr. Gaebel testified and, through counsel, presented eleven witnesses: John Gobin, a USPA Member who is the manager of Twilight Polo Club, Brock Bromley, a USPA Member who is Ms. Taylor's son and played with her on Mr. Gaebel's team in the game; Adam Doble, the parent of a student of Ms. Burner's; Marissa Wells, a USPA Member who was formerly an instructor at Battlefield Park Polo Club; David Tafuri, a former USPA Member who was formerly a client of Ms.

Burner; Danielle Quinn, a USPA Member and friend of Mr. Gaebel; Matthew Potter, a USPA Member and friend of Mr. Gaebel; Joseph Noonan, a USPA Member and friend of Mr. Gaebel; Dan Coleman, a USPA Member who was formerly a USPA Circuit Governor and the Chairman of the USPA Constitution Committee; Whitney Ross, a USPA Member and the USPA Delegate for Twilight Polo Club; and Gardiner Mulford, a former polo player who had a business relationship with Ms. Burner. The hearing lasted approximately eight hours.

Of the seventeen witnesses who testified, only four - Aleem Siddiqui, Darrell Gaebel, George Krabbe, and Brock Bromley - were physically present and able to hear with their own ears whether Mr. Gaebel used a racial slur.

II. The Decision on Jurisdiction

At the hearing, Mr. Gaebel contested the USPA's jurisdiction. Through counsel and the testimony of Mr. Coleman, he contended that the DPP does not apply because the game was an exhibition game, not a US A Event as that term is used in the USPA Arena Rules and Tournament Conditions; it was played at the Great Meadow polo facility, which is not a USPA member club; it was not umpired by a Professional or Certified USPA Umpire; and it was not played under the USPA Arena Rules.

The Hearing Officers have considered these arguments and their factual bases and conclude that they are unavailing. The DPP governs USPA Member conduct "relative to the sport of polo," whether or not

that conduct occurs in a USPA Event, or at a USPA Member Club, or while a game is being umpired by a Professional or Certified USPA Umpire, or being played under USPA Rules:

These Sport-Related Conduct Violation Procedures are intended to provide a disciplinary procedures process through which the Association may regulate Member and Member Club conduct relative to the sport of polo or at any Event, whether on or off the field.

Any Member Club or Individual Member will be deemed to have committed a “Conduct Violation” for a violation of the Association’s Code of Conduct (whether on or off the polo field), Rules (as defined in the By-laws), Constitution, By-laws, Board-approved policies, directives or Terms and Conditions of Membership, or for a failure to obey a penalty imposed under the Rules or these Sport-Related Conduct Violation Procedures, to the extent such violation or failure relates to the Member Club’s or Individual Member’s conduct relative to the sport of polo, including, but not limited to, player or umpire conduct or any equine welfare issues.

(See **Exhibit 5**).

Although the above excerpt from the DPP is a complete response to Mr. Gaebel’s jurisdictional objection, the Hearing Officers note also that many of the bases for Mr. Gaebel’s objection are factually inaccurate or inapposite. Even though described as an “exhibition,” the game was in fact a Club Event as that

term is defined in the USPA Tournament Conditions. By its terms, the DPP – which Mr. Coleman conceded he had not read – applies to all Events, both USPA Events and Club Events. According to Mr. Gobin’s testimony, the game was also played under the auspices of Twilight Polo Club, which leased the Great Meadow polo facility. Thus, the game was in fact played at a USPA Member Club. Also, the two parties involved were both USPA Members at the time of the game – an independent basis for applicability of the DPP. And, as Ms. Ross agreed in her testimony, any deviations from the USPA Arena Rules can be fairly characterized as allowable “house rules” under USPA Arena Rule 1.d, so it is fair to say that the game was played under the USPA Arena Rules. Finally, those rules do not require that the Umpire in a Club Event be either a Professional or a Certified USPA Umpire.

III. The Decision on the Merits

After hearing all the testimony and considering all of the evidence in this matter, which they and the EC take very seriously, the Hearing Officers have concluded that there is not sufficient evidence to find that Mr. Gaebel directed a racial slur at Aleem Siddiqui. In reaching this decision, the Hearing Officers do not reject Aleem’s testimony. Rather, as the appointed representatives of the EC, they are obligated to apply the DPP’s requirement that “[t]he burden of proof necessary to sustain a charge against a charged party shall be met if the Executive Committee reasonably believes, after hearing the evidence presented, that a Conduct Violation has occurred.” Here, although Aleem testified that Mr. Gaebel

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directed the slur at him, Mr. Gaebel firmly denied doing so. Notably, the Umpire, Mr. Krabbe, testified that he heard Mr. Gaebel utter a vulgarity immediately after the collision, but he did not hear Mr. Gaebel use the racial slur. Additionally, Brock Bromley testified that he too heard Mr. Gaebel utter a vulgarity immediately after the collision, but he did not hear Mr. Gaebel use the racial slur. Given the contradictory testimony of the parties, and the presumably unbiased testimony of Mr. Krabbe, the Hearing Officers, acting for the EC, do not have a basis to reasonably believe that Mr. Gaebel directed a racial slur at Aleem Siddiqui, and therefore that a Conduct Violation occurred.

Ordered and Adjudged by the Executive Committee, on behalf of the Board of Governors, on August 18, 2021.

/s/ Chris Green
By: Chris Green
USPA COO & In-House Counsel
On Behalf of the Executive Committee
Date: August 20, 2021

copies to:

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Aldie, Virginia 20105
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