

AMERICAN ARBITRATION ASSOCIATION

North American Court of Arbitration for Sport Panel

In the Matter of the Arbitration between

Conner Levoff,
Claimant

and

USA Waterpolo, Inc.
Respondent

and

Wolf Wigo
Appellee

Order and Preliminary Injunction

Re: AAA No. 01-15-0004-4824

The motion of Claimant, Conner Levoff, for a preliminary injunction came on for hearing through written submissions of the parties. Having read the motion, the memoranda and the declarations and exhibits filed by the parties, and having read the arguments of counsel, and satisfactory evidence having been presented.

IT IS SO ORDERED that Claimant’s motion is granted. USA Waterpolo, Inc. and Wolf Wigo, their employees, agents, and persons acting with them or on their behalf are enjoined and restrained from encumbering Mr. Levoff from coaching his Waterpolo teams pending the hearing of this action or further order of the Arbitrator.

While a more detailed explanation of the reasons Claimant’s motion is granted will be provided. The Arbitrator notes that Mr. Levoff was not advised of the penalties he faced in his hearing with USA Waterpolo. The USOC Due Process Checklist requires that USA Waterpolo provide: Notice of the specific charges or alleged violations in writing, and possible consequences if the charges are found to be true.

In its charging letter, USA Waterpolo admitted: “The Rules do not specify specific penalties for specific rule violations, the penalty for any rule violation being left to the discretion of the hearing panel appointed to hear a grievance. This is contrary to the notion of adequate due process. “Any disciplinary program requires that individuals subject to that program understand, with reasonable certainty, what results will occur if they breach established rules.” *See National Football League Management Council v. National Football League Players*

Association, United States District Court, Civ. No. 15 CIV. 5916 (RMB)(JCF) and 15 Civ. 5982 (RMB)(JCF).

While the Arbitrator acknowledges USA Waterpolo, Inc.'s substantial interest in regulating the conduct of its members and sanctioning them if appropriate, it cannot impose such sanctions in an arbitrary manner. As has been often stated, "the rule-makers and the rule-apppliers must begin by being strict with themselves. Regulations that may affect . . . careers . . . must be predictable." *USA Shooting v. Quigley*, CAS 94/129 (1995). For this reason the Arbitrator finds that Mr. Levoff will likely succeed on the merits.

In this case, the Arbitrator finds that preventing a coach from coaching his team at any time represents imminent and irreparable harm. Aside from the Coach's rights of participation, the sanction also harms the athletes that have been working with Coach Levoff. On the other hand, allowing Mr. Levoff to coach his team will cause no real harm to Mr. Wigo.

At the hearings on the merits, the Arbitrator will be interested in receiving complete arguments with exhibits regarding UC Santa Barbara's whistleblower policy.

The Arbitrator reserves jurisdiction to modify or dissolve this injunction as may be required by the interest of justice.

DATE: November 6, 2015

/s/ Chris Campbell

Christopher Lundy Campbell, Esq.