

DECISION
Of the USTA NORCAL
GRIEVANCE COMMITTEE

Date: January 7, 2012

To: akash.zaveri@gmail.com; max8176@yahoo.com; minhmta@yahoo.com; robb_sf@yahoo.com; derek.boorse@gmail.com; bpdoyle@me.com

cc: Sarah Robinson, Anna Elephant, Grievance Committee, Wendy Chow

Subject: Administrative Grievance #100/C11/SPRT vs **Akesh Zaveri**, captain, Golden Gate Park Combo M6.5A and 6.5B and **Max Kwok**, co-captain, Golden Gate Park Combo M6.5A and 6.5B

Players: **Matthew Middough, Jaikumar Ganesh, Tana Santinoranont, Robert Yumol, Charles Chou**

Filed on behalf of the San Francisco M6.5 Combo flight from San Francisco:

GLTF/San Francisco State 6.5A, captain **Minh Ta**,

GLTF/San Francisco State 6.5B, captain **Robb Young**,

Golden Gateway, captain, **Derek Boorse**,

Olympic Club, captain **Brian Doyle**

Grievance:

Mr. Zaveri and Mr. Kwok are listed captain and co-captain of two Golden Gate Park teams in the San Francisco Combo 6.5 flight. NorCal has received numerous complaints from opposing captains who had noted that the two matches between these two teams, originally assigned to week 2 (9/19-9/25) and week 7 ((10/24-10/30) had been scheduled for December 10 and December 17 and were not completed until December 20. These opponents noted that this delay allowed the captain and co-captain to see all their opponents' results and to manipulate the scores thus influencing the final standings and playoff match-ups for his teams.

NorCal staff contacted a number of players involved in the final match between these two teams and collected information that created doubt that the matches were actually played. In addition, the matches were played on three different days with the final and deciding match claiming to have been played on the final day of the season.

Mr. Zaveri sent a group of pdf files that were supposedly cut and paste of actual emails from the team members claiming that each of the matches was actually played as reported. It was noted that Mr. Zaveri played in both matches between the two teams that he is captain of.

Following are some of the USTA and Norcal rules considered in this grievance.

USTA League Rules:

2.01C(4) Individual Match. An individual match is defined as any singles match or any doubles match played as part of a team match.

2.01C(5) Team Lineups. The team captains for each team shall exchange their team line-up cards simultaneously prior to the beginning of the team match. No substitution may be made in an individual match after the lineup has been presented, except for injury to, illness of, or disqualification of a player prior to the start of such match and except under such further circumstances as the section authorizes. If the substitution is made during the warm-up, the substitute player is entitled to a five (5) minute warm-up. The default principles in 2.03K – *Team Defaults* shall be applicable, with such modifications as a Section Association may authorize.

2.03I Individual Defaults. An individual default occurs when a player fails to appear on time, or is disqualified by a tournament official for misconduct.

2.03J Scoring of Individual Defaults. Individual defaults will be scored as a 6-0, 6-0 win for the player or doubles team receiving the default and a 0-6, 0-6 loss for the player or doubles team that defaulted the match. In the event of a default by both players or doubles teams, both sides will be given a 0-6, 0-6 loss and neither receives credit for a win.

2.03L Scoring of Team Defaults. If a team defaults an entire team match for any reason during round robin play, then all matches of that team played or to be played, shall be null and void. If all teams in contention for the Championships have already played the defaulting team in good faith, the matches stand as played. The section may impose further sanctions or penalties on said team.

LLAR Rules:

8. Deadline, Local League Season

Every league season has a deadline by which all local league matches must be completed. In determining final standings, any matches not completed by the flight's deadline will be counted as losses for both teams.

14b. Individual Match Forfeits:

Forfeits must be taken from the bottom up* of the singles or doubles line-up (ULR Section 3.03K). See Order of Play. For example, if the No. 1 and No. 2 doubles teams are scheduled to start at the same time, and the No. 1 doubles team does not show up (and there are no substitutes available), the No. 3 doubles team must be forfeited, the No. 2 doubles team must move to the No.1 doubles position, and the No. 3 doubles team must move to the No. 2 position.

19. Lineups

Teams are not required to field players in order of strength.

The team captains for each team shall exchange their team match cards simultaneously. Once exchanged, a line-up may not be altered except in the case of a substitution. See Rule 34.

The exchange of completed line-up cards shall be done prior to the scheduled start time of the Team match. The line-ups must be completely filled out, even if the match is being played that day in two shifts.

24. Order of Play

The order of play shall be in the following sequence:

ADULT: No.1 singles, No.1 doubles, No.2 doubles, No.2 singles, No.3 doubles.

ALL OTHER LEAGUES: No.1 doubles, No.2 doubles, No.3 doubles.

25. Player Participation-Local league

A player may join a league team at any time. A player whose name is listed on a roster, but who has not played a match for that team, may leave that team and move to another team's roster.

A player who has not played for a team and is removed from the roster prior to the season deadline for that league will receive a partial credit, automatically applied when he joins any future league team. The credit will be the total player registration fee less a \$3.00 processing fee. There are no refunds.

Joining Additional Adult League Teams

In a given area, a player may play on only one team per level, but may play on more than one team at different levels. E.g., in the East Bay, 3.5 John may play on one 3.5 team, and may also play on higher level teams. A player may play on more than one team of the same level if those teams are in different areas. E.g., John may play on a 3.5 team in the East Bay, and a 3.5 team in Fresno.

29. Rescheduling Procedure

Cooperative Rescheduling

If the two opposing team captains agree, they may reschedule their match for any reason and for any date, any time, provided that the match is completed by the end of the local league season. Once a match has been scheduled, the home captain may not unilaterally re-schedule it without agreement from the away captain.

Unanticipated Rescheduling

In the case of rain delay, rain out, delay due to lighting failure, time constraints or any similar reason, if the two opposing team captains do not agree, or if the captains have agreed before a match to reschedule it but have not agreed to a new date, time and place, the match must be rescheduled as follows: within seven days of the original match date, the home team must offer the visiting team at least two different dates (the two dates must be offered at the same time) for the makeup match at the home team's courts; within three days of receiving those options, the visiting team must choose one date.

If the visiting team is already scheduled to play in a USTA match in the same league on either or both of the two dates offered for the rescheduled match, the home team must offer an alternative date. Choices must conform to the times permitted by the Scheduling rule described below. This qualification is league-specific. A captain may not decline an offer because some or all of his players are scheduled to play a match in another concurrently running league.

If the home team fails to comply with the Rescheduling Procedures by the seventh day, the home team will lose home court advantage and scheduling rights. The visiting team will then have seven days (starting immediately) to set up the match, in accordance with the procedures stated above. Failure to comply will result in the match being cancelled, and for the purposes of standings a loss will be awarded to both teams.

Unanticipated Loss of Home Courts

If, during the season, a home team is unable to provide courts for a match at the site under which it registered its team, it may move the match to another site within the same area. The only reasons for changing sites are 1) their home courts are unavailable or 2) their home courts are unplayable. The home team is responsible for notifying the opponents and when necessary, providing directions. This rule applies to local league matches and to playoff matches. This rule does not permit a home team to change the time of the Team match or any of the individual matches without agreement from the opponent.

Interrupted Match in Progress

Clarification: The most difficult situation for all teams is the partly played, interrupted match and this is what we suggest: The two captains set up a new date for completing the match, following the rescheduling rules. Then the captains tell their players that they can try to work with their opponents to set up a time that is good for all of them, and play the match on their own. Any match not scheduled to be played prior to the new match date must be played on that new match date. A match not completed by that new date is a retirement. A retirement is entered as a win for the team able to play, and the scores should be entered exactly as they were when the match was interrupted.

Note: Each individual match is considered to have started when the first ball is put in play on that court (not warm-up).

The Team Match is considered to have started when the first ball is put in play in any individual match.

If an individual match has not started, any players on the roster at the time of the reschedule (who have not played in any other line of this match) may be used. If an individual match has started, players in that line are locked into that match. When it is rescheduled, the same players take up exactly where they left off. If a Team Match did not start, any default goes away. If even one individual match did start, the default stands.

Decision:

The Grievance is GRANTED by unanimous vote of the Grievance Committee. This team match actually was not played as the rules on rescheduling are very specific and were not followed. Splitting the matches like this is not allowed by the rules; the rules say the match has to occur on “one date”. The rules are specific about captains exchanging lineups, on when matches must begin and how many courts must be provided, THERE IS NO PROVISION ALLOWING THE INDIVIDUAL MATCHES TO BE PLAYED ON 3 SEPARATE DAYS/LOCATIONS/AND TIMES unless they are interrupted matches in progress, which these were not. Rule 29 is very specific that the team match may be re-scheduled for any date (singular) and it does not say “dates” (plural). Even though the same person is the Captain (and co-captain) for both teams, they still have to follow the rules as if there were two separate captains.

The team match started when the first match was played (Rule 29) and the two following individual matches did not start within the specified time and did not fit the definition of “Interrupted Match in Progress” and therefore were defaults. Since only one match was played under the rules, both teams are in default. In this case Rule 8 applies and the match will count as a loss for both teams.

It is also the opinion of the majority of the committee that the captain of a team is a member of the team and therefore you cannot have the same captain for two competing teams in the same league. See Rule 25. The committee has asked the Adult League Committee to clarify that in the rules.

During the discussion of the grievance, the Grievance Committee requested that Mr. Zaveri provide the original emails of the evidence he supplied claiming that the individual matches were played. He was unable to do so in the case of 6 of the emails, so there is insufficient proof that all of the individual matches were actually played per the grievance. This point is moot as the referenced individual matches, if played, were not played on one date and the same courts as required by the overall rules concerning a team match.

For the purpose of standings, Norcal is directed to award a loss to both teams for the team match that was not played. The captain and co-captain are each required to choose a team and withdraw from the other team immediately. Since Mr. Zaveri is playing on one team, it is assumed he will continue as captain of that team and Mr. Kwok will continue as the co-captain of the other team.

Any Appeal must be filed within 4 business days of the date of the decision and strictly follow the guidelines below.

Sincerely,
Reno Davenport,
Grievance Committee Chair

APPEAL INFORMATION NOTICE

Any party to the complaint wishing to appeal this Decision must file an Appeal in writing with the Sectional League Grievance Appeal Committee within the time set forth in the Decision. The Grievance Appeal Committee may affirm, modify or reject the Decision. If the Grievance Committee imposed a penalty, the Grievance Appeal Committee may not impose a harsher penalty.

The Appeal request should contain facts and argument in support of the appeal and must clearly state in the Appeal that the party(ies) are appealing the decision of the Grievance Committee. Merely complaining about or questioning the decision is not an Appeal. Clearly identify that portion of the Grievance Decision is being appealed. If the party(ies) wish the Appeal Committee to consider any information, including witness statements, opinions, records, etc. that was NOT submitted to the Grievance Committee, they must accompany such information with a statement stating why it was not previously submitted to the Grievance Committee.

Without a showing of good cause, the Appeal Committee MAY consider ONLY information submitted to the Grievance Committee.

IMPORTANT: If you are required as part of the Grievance Decision to schedule and/or finish or play a team match or individual match, and there is an appeal by anyone, both teams or players are required to comply with the requirement to schedule the match and/or finish or play it, while awaiting the appeal decision. If the appeal is granted or denied, as the case may be, the match results will either be allowed or disregarded, as the appeal decision requires.

NOTE the following taken from the USTA League Regulations.

“3.04 GRIEVANCE APPEALS.

3.04A(2)a If the grievance was upheld, the individual is subject to all sanctions imposed by the Grievance Committee during the appeal process.

3.04A(2)b If the grievance was dismissed or denied and appealed by the filer, the individual may participate during his/her appeal process but must understand that if the decision of the Grievance Committee is reversed, all matches played during that time may be defaulted.”

The appealing party(ies) may ask the Appeal Committee to hold a hearing. This request must be in writing and be included in the Appeal letter.

Please refer to the current USA League Tennis Regulations, including but not limited to Section 3.04, Grievance Appeals and USTA Northern California Local League Area Regulations: Grievances and Appeals.

Submit the Appeal to the Sectional League office by e-mail: robinson@norcal.usta.com

The party(ies) must also send a copy of the written appeal to the other party or parties involved in the grievance, and to the following:

Norcal League Office
Sarah Robinson
robinson@NORCAL.usta.com

Appeal Committee Chair
David Holland
hollandd@wellsfargo.com

Grievance Committee Chair

Reno Davenport
reno@tennislife.com

**FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS APPEAL INFORMATION
NOTICE MAY RESULT IN THE DISMISSAL OF YOUR APPEAL.**