

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

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In the Matter of:)
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UNITED STATES TENNIS ASSOCIATION)
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**ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW 63(15)**

WHEREAS, pursuant to the provisions of Section 63(12) of the Executive Law, Eliot Spitzer, Attorney General of the State of New York, has made an inquiry into the policies, procedures, and practices of the United States Tennis Association Incorporated (the "USTA") regarding the selection and assignment of chair umpires for tournaments and matches, and the advancement of umpires to higher certification levels;

WHEREAS, the USTA is a not-for-profit organization that is the national governing body for tennis in the United States;

WHEREAS, the USTA's central office is located in White Plains, New York;

WHEREAS, the USTA is responsible for the selection and assignment of chair umpires to matches at the US Open – a Grand Slam tournament held annually in Flushing Meadows, New York – and for the designation of two to three umpires at a number of USTA Pro Circuit tournaments;

WHEREAS, the USTA periodically recommends American umpires for admission into officiating schools operated by the International Tennis Federation ("ITF") that offer White Badge certification, and White Badge certification is a prerequisite for advancement to higher certification levels that qualify umpires for assignment to the more prestigious domestic and international tournaments;

WHEREAS, the Office of the Attorney General ("OAG") and the USTA share the common goal of assuring that all chair umpires receive equal opportunities regardless of their race or gender;

WHEREAS, the USTA has informed the OAG that the organization has established diversity as one of its four fundamental strategic priorities and has implemented numerous policies, practices, and programs designed to achieve that objective;

WHEREAS, the USTA expressly denies any wrongdoing or liability in this matter, disputes the OAG's conclusions in this regard, and maintains that it has complied and will continue to comply with anti-discrimination laws;

WHEREAS, the parties herein desire to obviate further investigation or litigation, and it is expressly understood that, with respect to the OAG's investigation, this is a compromise settlement entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and litigation;

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, the USTA and the OAG hereby agree as follows:

I.
DEFINITIONS

- 1.1 "Assurance" means this Assurance of Discontinuance.
- 1.2 "ATP" means the Association of Tennis Professionals.
- 1.3 "Badge Schools" means officiating programs administered by the ITF that offer training to umpires and advanced international certifications including White Badge Official, Bronze Badge Chair Umpire, Silver Badge Referee, and Silver Badge Chief Umpire.
- 1.4 "Effective Date" means the date this Assurance is executed by the parties hereto.
- 1.5 "ITF" means the International Tennis Federation.
- 1.6 "Main Draw" means all professional men's singles, women's singles, men's doubles, women's doubles, and mixed doubles rounds of a tournament, excluding qualifying rounds.
- 1.7 "USTA" means the United States Tennis Association Incorporated, all of its officers, employees, and representatives, and all individuals who act on its behalf.
- 1.8 "USTA-certified umpire" means any individual certified by the USTA to serve as an official at a tennis match.
- 1.9 "USTA supervisory umpire personnel" means any individual acting on behalf of the USTA (including any employee or independent contractor) who is responsible for selecting chair umpires for tournaments, assigning chair umpires to individual matches, selecting USTA-certified umpires to attend USTA-operated chair academies, or recommending USTA-certified umpires for admission into Badge Schools.
- 1.10 "USTA tournament" means any tennis tournament for which the USTA is responsible for

selecting or assigning chair umpires, including but not limited to, the US Open and a number of USTA Pro Circuit tournaments for which the USTA designates two or more individuals to serve as chair umpires. For purposes of this Assurance, the USTA's obligations with respect to the selection and assignment of umpires at USTA Pro Circuit tournaments apply only to those umpire positions that the USTA designates.

- 1.11 "WTA" means the Women's Tennis Association.
- 1.12 The use of the singular form of any word includes the plural and vice versa.

II.

ATTORNEY GENERAL'S INVESTIGATION AND CONCLUSIONS

- 2.1 In 2005, the OAG received complaints from current and former USTA-certified umpires alleging that the USTA discriminates against women and minorities in the selection and assignment of chair umpires for tournaments and matches, particularly the US Open. The OAG also received complaints alleging that the USTA discriminates when recommending umpires for admission into international officiating training/certification programs known as "Badge Schools," thereby limiting the work opportunities for certain umpires because a recommendation plays an important role in gaining admission to such Schools.
- 2.2 The OAG conducted an investigation into these complaints. The OAG interviewed complainants and witnesses on a confidential basis, reviewed pertinent USTA policies, procedures, and practices, and analyzed chair umpire assignments at previous US Open tournaments as well as other relevant data.
- 2.3 The investigation revealed that few minority umpires have been selected to chair matches at the US Open, especially the more prestigious later-round matches. The OAG concluded that this was due, in significant part, to the fact that the USTA recommends few minority umpires for admission into Badge Schools that offer White Badge certification, which is a prerequisite to advance to higher certification (or "Badge") levels that qualify chair umpires to work at the US Open and other USTA tournaments. A chair umpire's Badge level also determines his or her compensation at a tournament.
- 2.4 The OAG's investigation also found stark gender disparities in the assignment of chair umpires to matches. Although there are numerous female chair umpires qualified to work at the US Open, the USTA rarely assigns them to chair Main Draw men's matches. By contrast, the USTA regularly assigns male umpires to chair Main Draw women's matches. For example, from 2003-2005, female umpires chaired about 50% of the women's matches at the US Open, but only about 6% of the men's matches. Indeed, only five female umpires were assigned to chair the 567 Main Draw men's matches during this three-year period.
- 2.5 This gender disparity in chair umpire assignments is even more pronounced in the later,

more prestigious rounds of the US Open. From 2001-2005, no female umpire was assigned to chair a quarter-final, semi-final, or final men's match, while male umpires chaired several later-round women's matches.

- 2.6 The OAG has concluded that these glaring gender disparities cannot be explained by differences in the qualifications of female and male chair umpires. The USTA routinely assigns female chair umpires to women's matches, including later-round matches, and the officiating responsibilities and nature of the work performed at women's and men's matches are identical. Moreover, numerous female umpire applicants for the US Open (approximately 25 in 2005 alone) had the requisite Badge level to chair both men's and women's Main Draw matches.
- 2.7 Based on the foregoing, the OAG has determined that the USTA has violated Section 296(1) of the New York Executive Law, Section 8-107(1) of the New York City Administrative Code, and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as well as Section 63(12) of the New York Executive Law by its repeated and persistent violations of these statutes.

THEREFORE, the USTA offers this Assurance of Discontinuance in settlement of the violations alleged by the OAG, and the OAG accepts the specific assurances made herein pursuant to Executive Law § 63(15) in lieu of commencing a civil action.

III. COMPLIANCE WITH THE LAW

- 3.1 The USTA agrees to comply fully with the obligations, terms, and conditions of Section 296(1) of the New York Executive Law, Section 8-107(1) of the New York City Administrative Code, and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

IV. CHIEF DIVERSITY OFFICER

- 4.1 The USTA hereby designates its Chief Diversity Officer – a senior USTA management employee – to be responsible for overseeing the implementation of the requirements of this Assurance and ensuring compliance with this Assurance. The Chief Diversity Officer shall report directly to the Executive Director of the USTA.

V. ANTI-DISCRIMINATION POLICIES AND PROCEDURES

- 5.1 Within 120 days of the Effective Date, the USTA agrees to review its Equal Employment Opportunity and anti-discrimination policies and revise them to the extent necessary to include the following elements:

(a) Assignment and Selection of Chair Umpires for Tournaments

- (i) The following statement: “The USTA does not permit discrimination on the basis of gender, race, or any other prohibited basis in the selection and assignment of chair umpires to tournaments and matches.”
- (ii) The following statement: “All qualified chair umpires will be afforded equal opportunities to chair men’s and women’s matches regardless of their gender. The USTA, where it has the authority to do so, will seek to assign qualified female chair umpires to men’s tournaments and matches in numbers approximating their representation in the qualified pool of applicants available for such tournaments and matches. The USTA will urge USTA Pro Circuit tournament officials and the chief umpires assigned to such tournaments to do the same, and will take affirmative steps to include these assignment goals in future contracts with entities holding USTA Pro Circuit tournaments. When asked to recommend chair umpires for ATP tournaments, the USTA will seek to recommend qualified female chair umpires in numbers approximating their representation in the pool of umpires qualified and available to chair such tournaments.”
- (iii) The following statement: “All qualified chair umpires will be afforded equal opportunities to chair tournaments and specific matches regardless of their race. The USTA, where it has the authority to do so, will seek to assign qualified minority chair umpires to matches, including later-round matches, in numbers approximating their demographic representation in the qualified pool of applicants available for such matches. The USTA will urge USTA Pro Circuit tournament officials and the chief umpires assigned to such tournaments to do the same, and will take affirmative steps to include these assignment goals in future contracts with entities holding USTA Pro Circuit tournaments. When asked to recommend chair umpires for ATP and WTA tournaments, the USTA will seek to recommend qualified minority chair umpires in numbers approximating their demographic representation in the pool of umpires qualified and available to chair such tournaments.”
- (iv) A standardized and transparent process for applying for chair umpire positions at USTA tournaments and specific job-related criteria for selecting chair umpires and assigning them to matches. The USTA will take affirmative steps to make the chair umpire application, selection, and assignment process more transparent by providing USTA-certified umpires with specific information as to the application process and the factors that are considered in selecting and assigning chair umpires to tournaments and matches. The USTA will ensure that all chair umpires

are informed of and considered for the same work opportunities regardless of their gender.

- (v) A requirement that records be maintained reflecting the names of chair umpires assigned to all matches of a USTA tournament.

(b) Certification of Umpires

- (i) The following statement: “The USTA does not permit discrimination on the basis of gender, race, or any other prohibited basis in the certification of umpires and in the selection of USTA-certified umpires to be recommended to the ITF for Badge School admission.
- (ii) The following statement: “All qualified umpires will be afforded an equal opportunity to obtain each USTA certification level and to be recommended for admission into an ITF Badge School regardless of their gender or race. The USTA will seek to recommend for ITF Badge School admission qualified female and minority umpires who express written interest in attending ITF Badge Schools in numbers approximating their representation in the pool of qualified umpires who express written interest in attending such Schools.”
- (iii) A standardized and transparent process for selecting USTA-certified umpires to be recommended for admission into an ITF Badge School, and specific job-related criteria to be considered in making such recommendations. The USTA will take affirmative steps to make the Badge School recommendation process more transparent by requiring that (i) all USTA-certified umpires be advised of the date and place of Badge Schools, as well as the process for applying to these Schools; and (ii) all requests for a recommendation for Badge School admission must be made in writing to a designated senior USTA management employee who will be responsible for reviewing the requests in a fair and equitable manner that ensures that all candidates are considered equally regardless of race, gender, or age.
- (iv) A standardized and transparent process for selecting USTA-certified umpires to attend USTA-operated chair academies, and specific job-related criteria to be considered in making such selections. The USTA will take affirmative steps to make the chair academy selection process more transparent by requiring that all USTA-certified umpires be advised of the date and place of USTA-operated chair academies, as well as the process for applying to these academies.

- (v) A requirement that the USTA maintain records reflecting the names of USTA-certified umpires recommended for admission into ITF Badge Schools, as well as the names of USTA-certified umpires who attend USTA-operated chair academies. Upon request, the USTA will provide any USTA-certified umpire with records relating to his or her request for a recommendation for Badge School admission or his or her request to attend a USTA-operated chair academy.

(c) Complaint and Investigation Procedures for USTA-Certified Umpires

- (i) A process that should be followed when filing a complaint of discrimination.
- (ii) The designation of the Chief Diversity Officer, or his/her designee, as the person who will be responsible for receiving and investigating complaints of discrimination.
- (iii) A process that ensures that complaints of discrimination are promptly and thoroughly investigated in an impartial manner, and that the complainant is informed of the results of the investigation.
- (iv) A requirement that if the USTA determines that discrimination has occurred, the USTA will take immediate and appropriate disciplinary actions, up to and including termination, where the USTA has such authority.
- (v) A requirement that records be maintained reflecting the nature of the complaint, the investigation conducted, the results of the investigation, and any actions taken as a result of the investigation.
- (vi) An assurance that individuals who make complaints of discrimination, or who provide information relevant to such complaints, will not be subject to any form of retaliation.
- (vii) A requirement that the USTA maintain the confidentiality of all complaints and complainants to the fullest extent possible, it being understood that the investigation of a complaint often precludes complete confidentiality.

5.2 The provisions of the USTA's Equal Employment Opportunity and anti-discrimination policies that reflect the components referenced in paragraph 5.1 ("Umpire Anti-Discrimination Policy Provisions") shall be provided to the OAG within 120 days of the Effective Date and shall be subject to the approval of the OAG, whose approval shall not be unreasonably withheld. Upon the OAG's approval, the USTA shall adopt and

implement the Umpire Anti-Discrimination Policy Provisions.

- 5.3 The USTA agrees to make the Umpire Anti-Discrimination Policy Provisions available to all (a) USTA supervisory umpire personnel; (b) USTA-certified umpires; (c) USTA Officiating Department members and USTA Officiating Committee members; and (d) USTA Sectional Presidents and Executive Directors. The USTA also agrees that the Umpire Anti-Discrimination Policy Provisions will be (a) included in any general USTA policy and procedure manual for suppliers/vendors; (b) posted prominently both on the general USTA website and on the USTA website for officials, which posting may include a prominent link on the main page of each website that directs visitors to the full Umpire Anti-Discrimination Policy Provisions; (c) included in the next edition of the USTA officials' newsletter "The Official Word;" and (d) included in subsequent editions of the USTA publication Friend at Court.

VI. RECRUITMENT

- 6.1 Within 30 days of the Effective Date, the USTA, as part of its efforts to diversify its operations, agrees to retain a qualified consultant ("Diversity Consultant") to develop its recruitment and diversity program, which will include components designed specifically to recruit qualified minority and female umpires. The USTA hereby agrees to provide the OAG with the identity of the Diversity Consultant, the Diversity Consultant's credentials, and a copy of the Diversity Consultant's engagement letter, which will clearly reflect the Diversity Consultant's responsibilities pursuant to this Assurance. The Diversity Consultant, along with the Chief Diversity Officer and other USTA diversity staff, shall be responsible for:
- (a) Developing and monitoring the implementation of a nation-wide program designed to increase the number of qualified female and minority chair umpires at each USTA certification level and at each ITF Badge certification level and to retain existing female and minority umpires.
 - (b) Providing the USTA and the OAG with semi-annual reports that set forth in detail the initiatives undertaken pursuant to this umpire recruitment and diversity program, the expenditures (if any) made in connection with each such initiative, and an assessment of the success of each such initiative in achieving the recruitment, diversity, and retention goals for umpires.
- 6.2 Within 120 days of the Effective Date, the Diversity Consultant, in consultation with the Chief Diversity Officer and other USTA diversity staff, will supplement the USTA's existing diversity plan and submit to the OAG a revised, written 2-year plan (the "Diversity Plan") that incorporates the principles of the Umpire Anti-Discrimination Policy Provisions referenced in paragraph 5.1 and includes at a minimum the following elements:

- (a) Specific steps designed to increase the number of female and minority USTA-certified umpires, including but not limited to, targeted outreach activities and advertisements.
 - (b) Specific strategies to encourage female and minority USTA-certified umpires to seek additional umpiring experience, training, and advanced certifications.
 - (c) Specific initiatives to inform qualified female and minority USTA-certified umpires of the opportunity to advance to higher USTA certification levels and to attend USTA-operated chair academies and ITF Badge Schools.
 - (d) The development of a targeted mentoring program through which more experienced USTA-certified umpires provide advice, counseling, and encouragement to less experienced female and minority USTA-certified umpires.
 - (e) A strategy to collaborate with the ATP, WTA, and ITF to increase the opportunities and training provided to female and minority USTA-certified umpires.
 - (f) The names of the individuals responsible for implementing each component of the Diversity Plan that relates to umpires, and the time frames for completing each such component of the Diversity Plan.
- 6.3 The USTA agrees to allocate sufficient funds to the umpire recruitment and diversity program to ensure that it is comprehensive and effective at meeting the goal of increasing diversity among umpires. The components of the Diversity Plan relating to umpires will include an itemized budget and will be subject to the approval of the OAG, whose approval shall not be unreasonably withheld.
- 6.4 The USTA hereby agrees to implement, with the assistance of the Diversity Consultant, all components of the Diversity Plan relating to umpires and to periodically gather information to assess the effectiveness of the various steps and initiatives relating to umpires to determine whether changes should be made to improve the effectiveness of the umpire recruitment and diversity program.

VII. **TRAINING**

- 7.1 Within 120 days of the Effective Date, the USTA agrees to train all USTA Officiating Department members and USTA supervisory umpire personnel regarding (a) the Umpire Anti-Discrimination Policy Provisions; (b) the USTA's goal to increase the number of qualified female and minority chair umpires at each USTA certification level and at each ITF Badge level; and (c) the record-keeping and reporting requirements of this

Assurance. Within 180 days of the Effective Date, the USTA agrees to provide this training to all USTA Officiating Committee members. The USTA agrees to work with the Diversity Consultant to develop the content of such training and its implementation.

- 7.2 All USTA Officiating Department members and USTA supervisory umpire personnel hired more than 120 days after the Effective Date will receive the Umpire Anti-Discrimination Policy Provisions within 30 days of their respective start dates, and the training referenced in paragraph 7.1 within 90 days of their respective start dates.
- 7.3 While the USTA maintains that the Sectional Associations are not part of the USTA and are separate entities that the USTA does not directly control, the USTA agrees to offer USTA Sectional Presidents and Executive Directors the training referenced in paragraph 7.1 within 180 days of the Effective Date.
- 7.4 The USTA agrees to inform its entire staff of its goal to increase the number of qualified female and minority chair umpires at each USTA certification level and at each ITF Badge certification level.

VIII.

RECORD-KEEPING

- 8.1 The USTA agrees to maintain the following for the duration of this Assurance:
 - (a) All completed application forms, chair umpire availability forms, and any other materials submitted by individuals applying to umpire at the US Open or to be a chair umpire at any other USTA tournament.
 - (b) Records sufficient to show the name of each individual who served as a chair umpire at each match of the US Open and any other USTA tournament.
 - (c) All written requests from USTA-certified umpires seeking a recommendation for admission into a Badge School.
 - (d) All records concerning recommendations made by the USTA to the ITF concerning the admission of USTA-certified umpires into Badge Schools.
 - (e) Records sufficient to show all USTA-certified umpires who attended USTA-operated chair academies.
 - (f) All documents concerning any complaint of discrimination submitted by a USTA-certified umpire.
- 8.2 Within 30 days of the Effective Date, the USTA agrees to begin collecting the following information for each USTA-certified umpire: (i) name; (ii) address; (iii) phone number;

- (iv) gender (if available); (v) race (if available); (vi) USTA certification level; and (vii) ITF Badge level (if applicable). The USTA agrees to inform USTA-certified umpires that identifying their gender and race is optional.
- 8.3 Within one year of the Effective Date, the USTA agrees to develop an accurate computerized database that includes the following information for each USTA-certified umpire: (i) name; (ii) address; (iii) phone number; (iv) gender (if available); (v) race (if available); (vi) USTA certification level; and (vii) ITF Badge level (if applicable). The USTA agrees to ensure that this database remains accurate and up-to-date with the information that is submitted by the umpires. The USTA may obtain an extension of the one-year deadline in this paragraph upon a showing that meeting the deadline would pose an undue burden.
- 8.4 The USTA shall maintain in a centralized manner copies of all Data Cards submitted by USTA-certified umpires and all performance evaluations for USTA-certified umpires.

IX. REPORTING

- 9.1 Within 30 days of the completion of each US Open during the duration of this Assurance, the USTA agrees to provide to the OAG the name, gender (if known), race (if known), and Badge (if applicable) of the chair umpire assigned to each Main Draw match of the US Open, as well as the type of match(es) each umpire worked (i.e., men's singles, women's singles, men's doubles, women's doubles, mixed doubles).
- 9.2 In addition to the reporting described in paragraph 9.1, the USTA agrees to collect and report data over three Reporting Periods. The first Reporting Period shall begin on the Effective Date and end one year thereafter. The second and third Reporting Periods shall begin at the close of the prior Reporting Period and end one year thereafter. Within 30 days of the close of each Reporting Period, the USTA agrees to provide a monitoring report to the OAG that will include the following:
- (a) The name, gender (if known), race (if known), and Badge (if applicable) of the chair umpire assigned to each Main Draw match of all USTA tournaments other than the US Open held during the Reporting Period, as well as the type of match(es) each umpire worked (i.e., men's singles, women's singles, men's doubles, women's doubles, mixed doubles).
 - (b) As of the end of the Reporting Period, the total number of individuals certified at each USTA umpire certification level, and the number and percentage of individuals at each level who are women, Black, Latino, Asian, and Caucasian. The USTA also agrees to identify (i) the number and percentage of such individuals whose gender is unknown to the USTA; and (ii) the number and percentage of such individuals whose race is unknown to the USTA.

- (c) As of the end of the Reporting Period, the name, gender (if known), and race (if known) of all USTA-certified umpires with White, Bronze, Silver, and Gold ITF Badges, broken down by Badge type.
 - (d) The name, gender (if known), and race (if known) of (i) all USTA-certified umpires recommended by the USTA for admission into each type of Badge School during the Reporting Period; (ii) all USTA-certified umpires admitted into each type of Badge School during the Reporting Period; and (iii) all USTA-certified umpires who obtained each type of ITF Badge during the Reporting Period.
 - (e) The name, gender (if known), and race (if known) of all USTA-certified umpires who attended USTA-operated chair academies during the Reporting Period.
- 9.3 The USTA agrees to provide to the OAG all documents concerning any complaints of discrimination submitted by or concerning any USTA-certified umpire. Such documents are to be provided on a quarterly basis during the duration of this Assurance.
- 9.4 Within 21 days after receiving a written request from the OAG, the USTA shall provide to the OAG any documents or data the USTA is required to maintain under the terms of this Assurance and any documents or data the OAG believes relate to compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from the USTA pursuant to subpoena.

X.

PAYMENT OF INVESTIGATION COSTS

- 10.1 The USTA agrees to pay the sum of \$25,000 to cover the costs of the OAG's investigation.
- 10.2 Payment shall be made within 30 days of the Effective Date in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Natalie Williams, Assistant Attorney in Charge, Civil Rights Bureau.

XI.

JURISDICTION AND OTHER PROVISIONS

- 11.1 This Assurance will expire three years and two months after the Effective Date.
- 11.2 Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written extensions of time for the USTA to comply with any provision of this Assurance. The OAG's consent to a request for an extension of time to

produce materials requested pursuant to paragraph 9.4 shall not be unreasonably withheld.

- 11.3 The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to the Assurance to effectuate its terms.
- 11.4 The parties may seek to enforce this Assurance through administrative or judicial enforcement proceedings, including a civil action in federal or state court, as appropriate, seeking specific performance of the provisions of this Assurance. However, in the event of a dispute among the parties regarding any issue arising hereunder, the parties shall attempt in good faith to resolve the dispute before seeking administrative or judicial intervention.
- 11.5 The failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.
- 11.6 If any provisions, terms, or clauses of this Assurance are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the parties.
- 11.7 This Assurance constitutes the entire agreement between the USTA and the OAG on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party that is not contained in this Assurance shall be enforceable.
- 11.8 Nothing in this Assurance is intended to confer any right, remedy, obligation, or liability upon any person or entity other than the parties hereto.
- 11.9 Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
- 11.10 Nothing in this Assurance is intended as, and shall not be construed as, an admission that the USTA or any of its officers, directors, volunteers, agents, representatives, or employees have violated any federal, state, or local law, ordinance, or regulation, or committed any other wrongful or unlawful act whatsoever.
- 11.11 This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
- 11.12 This Assurance is final and binding on the parties, including principals, agents,

representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.

- 11.13 The USTA shall not retaliate, intimidate, threaten, coerce, or discriminate against any person, including any USTA-certified umpire, who has filed a complaint, assisted, cooperated, or participated in any manner in the investigation of the matter addressed in this Assurance.
- 11.14 All communications and notices regarding this Assurance shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

OAG

Natalie Williams, Esq.
Assistant Attorney General in Charge
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Civil Rights Bureau
120 Broadway, 3rd Floor
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70 West Red Oak Lane
White Plains, New York 10604
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Fax (914) 696-7089

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York
August 25, 2006

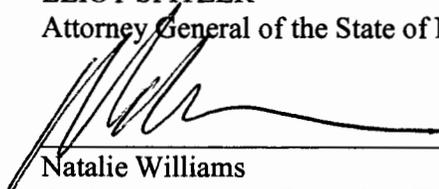
THE UNITED STATES TENNIS ASSOCIATION

By: 
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General Counsel & CLO
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CONSENTED TO:

Dated: New York, New York
August 28, 2006

ELIOT SPITZER
Attorney General of the State of New York

By: 
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