

**IN THE MATTER OF A COMPLAINT**

**BETWEEN:**

**ALBERTA CHEERLEADING ASSOCIATION**

(the "Complainant")

and

**SEAN ARYEE**

(the "Respondent")

(collectively, the "Parties")

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**Decision and Reasons**

**Panel: Ann Peel**

**Decision Date: May 20, 2021**

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## I BACKGROUND

1. The Complainant, the Alberta Cheerleading Association (the "ACA"), is the provincial sport organization for the sport of cheerleading in Alberta, and the provincial member of Cheer Canada, the national sport organization of cheerleading in Canada.
2. The Respondent Sean Aryee ("Sean") is a member of ACA as an athlete and as a coach at Perfect Storm Athletics ("PSA").
3. On September 19, 2020, pursuant to section 11 of the 2019 ACA Discipline and Complaints Policy (the "Policy"), ACA suspended Sean from membership pending the resolution of allegations received by ACA that Sean had breached sections 4 and 6 of the 2019 ACA Code of Conduct (the "Code"), which allegations (among others) are the subject of the Sean Complaint.
4. On July 25, 2020 Cheer Canada received an anonymous complaint alleging that Sean was engaging in sexual behaviour with athletes at PSA. I have given this complaint no weight as it cannot be verified.
5. On September 16, 2020 Cheer Canada received two complaints, one from [REDACTED] and one from [REDACTED], that made similar allegations.
6. On September 17, 2020 Cheer Canada forwarded the complaints to ACA.
7. On September 28, 2020 PSA filed a complaint against Sean to the ACA. The complaint alleged that Sean had breached section 6.1.14 of the Code by engaging in a sexual relationship from January – March 2017 with [REDACTED] while he was her coach at PSA. This complaint is not under consideration in the matters before me.
8. On November 10, 2020 [REDACTED] then President of ACA, wrote the Executive Director of ACA, [REDACTED] on behalf of the ACA Executive Committee (the "ACA EC") to notify her that the ACA EC was filing a complaint against Sean (the "Complaint").
9. The Complaint alleged that Sean had breached sections 4.1.4, 4.1.7, 6.1.13 and 6.1.16 of the Code.
10. On December 13, 2020 ACA received a complaint from [REDACTED], an athlete who had trained at PSA under Sean, that Sean had engaged in a sexual relationship with her from June 2011 to February 2013. This complaint, although it post-dates the Complaint, was included in submissions by the Parties. Therefore, I find that it forms part of the Complaint.
11. An investigation into the conduct of Sean was concluded on December 30, 2020 by [REDACTED]. The parties agreed that the Investigation Report shall not form part of these proceedings.
12. Sean began his cheerleading coaching career at St. Francis Xavier High School in Edmonton in 2008. In 2010/11 he began coaching at PSA, where he obtained his coaching credentials in 2012/13 or 2013/14 (he is unsure). While he obtained his credentials he assisted [REDACTED] and [REDACTED] to coach Inferno and Lightning.
13. Sean coached until May, 2016 when he was suspended by PSA for four months, and prohibited from coaching Open teams for two years. The reason for his suspension was his continued intimate relationship with [REDACTED], an athlete he coached.
14. Sean did not coach in the 2016/17 season. He testified that the conditions for his official reinstatement in the Fall of 2018 were that he coach only tumbling and privates, not



- teams. [REDACTED] told him that he needed to improve his behaviour. Sean testified that he felt the suspension was serious, as he lost income and felt punished.
15. In 2017/18 Sean returned to coaching lower level junior teams, and continued until September 2020 when he was suspended by the ACA.
  16. Until 2016 the US All Star Federation ("USASF") governed coach credentials in Canada. Since 2016, the International Cheerleading Union ("ICU") does so. Cheerleading credentials are not yet part of the National Coaching Certification Program ("NCCP").
  17. Coaches who are members of ACA are required to take the NCCP Respect in Sport course once over their careers.

## **II ADJUDICATION JURISDICTION AND PROCESS**

18. The Complaint was accepted by the Case Manager, [REDACTED] pursuant to section 5 of the Policy.
  19. The Case Manager appointed me as the Discipline Panel to hear the Complaint, further to section 5.1.3 of the Policy, and determined that the Complaint is to be managed as a Major Infraction under section 8 of the Policy.
  20. Further to section 8 of Appendix A to the Policy, I confirm that I have no connection to the parties, and meet the characteristics set out in section 8.1. No party has objected to my appointment.
- [REDACTED]
- [REDACTED]
- [REDACTED]

## **III CODE OF CONDUCT/STANDARD OF CARE**

22. Section 2.1.2 of the Code provides that it applies to Individuals, who are defined as "All categories of membership defined in the Association's Bylaws, as well as all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, officials, volunteers, administrators, committee members, and directors and officers of the Association."
23. The Complaint alleges that Sean breached sections 4.1.4, 4.1.7, 6.1.13 and 6.1.16 of the Code.
24. Section 4.1.4 of the Code provides that Individuals: Refrain from any behaviour that constitutes Sexual Harassment, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:

- 4.1.4.1. Sexist jokes
- 4.1.4.2. Display of sexually offensive material.
- 4.1.4.3. Sexually degrading words used to describe a person.
- 4.1.4.4. Inquiries or comments about a person's sex life.
- 4.1.4.5. Unwelcome sexual flirtations, advances, or propositions.



#### 4.1.4.6 Persistent unwanted contact.

Section 4.1.7 provides that Individuals are to refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.

Section 6.1.13 provides that Coaches recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights.

Section 6.1.16. provides that Coaches refrain from conduct that causes physical or emotional harm to Individuals.

25. It is the position of the Complainant that the Code and the Policy apply to events that occurred prior to 2019, and, if not, that there is a common law duty of care applicable to the Complaints.
26. By participating in this process, without objection, the Respondent has submitted to the authority of the Policy. In addition, the Policy regulates procedures that are occurring in the present, even if that may be with respect to past activity. I find that the Policy governs the Complaint.
27. The authority of the Code over the Complainant's actions prior to the Code's implementation in January 2019 must be determined.
28. I agree that the Code cannot be applied retroactively to behaviours that occurred before January 2019, further to the common law presumption against retroactivity, as affirmed in *Skyline Roofing Ltd. v. Alberta (Workers' Compensation Board Appeals Commission)*, 2001 ABQB 624. The Code does, however, offer guidance as to the characterization of Sean's behaviour.
29. If the Code does not apply, the issue for consideration is whether there is a common law duty of care that coaches have to their athletes. A duty of care is the responsibility or legal obligation of a person or organization to avoid acts or omissions that could likely cause harm to others.
30. Affirmative evidence of such a duty is found in both [REDACTED] and [REDACTED] [REDACTED]'s testimony that PSA had a Code of Conduct/Abuse Policy (the "PSA Policy") in various forms since PSA's inception in 2010. The PSA Policy prohibited athlete coach relationships and any forms of harassment. That coaches were aware of this prohibition is not disputed, and was confirmed by Sean's testimony, as well as the evidence of [REDACTED] and [REDACTED], among others.
31. In addition to this codified prohibition on such relationships, in *R v. Audet (SCC) [1996] 106 C.C.C. (3d) 481* the court determined that it will be up to a judge to determine, on the basis of factual circumstances relevant to the characterization of the relationship between a young person and an accused, whether the accused was in a position of trust and authority [the essence of a duty of care]. In *R v. Weston [1997] A.J. No. 263* the



court applied the decision from *Audet* in defining a position of authority. Authority is the power or right to enforce obedience, and the power to influence the conduct and actions of others. Basically, the nature of the relationship is one of an imbalance of power. The person who holds the dominant position must be able to wield power over the young person. To define the term 'position of trust', the court went beyond the *Audet* decision, and stated that a position of trust imports a special responsibility – an obligation is placed on someone that is not placed on a normal person in society. There is a duty imposed upon the coach to conduct himself or herself in a certain fashion in relation to the person they owe the duty to.<sup>1</sup>

32. As with most legal standards, there is no single or simple legal test to determine if a coach is in a legal position of authority over an athlete. It must also be kept in mind that these were criminal cases. In the Complaints under consideration, the civil standard of a balance of probabilities will apply in determining the nature of the applicable relationships.
33. Sean assumed a position of trust and authority, and the consequent duty of care over athletes, once he became an assistant coach at PSA in 2010/11, assisting [REDACTED] and [REDACTED] with the Lightning team. He became a fully certified coach in 2012/13 or 2013/14 – he was not certain in his testimony. In May 2016 Sean was suspended for misconduct, specifically for his prohibited relationship with [REDACTED] to which he admits. Sean testified that in the 2016-17 season he did not coach. He was reinstated in the 2017-18 season to coach lower level teams and privates. This coaching continued until 2020 when he was suspended by ACA.
34. The relationship Sean had to the athletes he was coaching was not dependent on whether he was certified, whether he was only an assistant, or whether he was making selection decisions. As the courts have determined, it was dependent on the facts of his authority. Sean was exercising power over the athletes by influencing their conduct and giving them orders. He required them to perform moves, to be timely, and to prepare for competition, among other functions. That there was a relatively small age difference between Sean and the athletes he coached did not make him less authoritative. Athletes listen to, and follow, coach directions and expectations. Athletes do so because they trust the coach to know what the athlete needs to do to prepare for competition. This trust is an outcome of authority and experience, not certification or position.
35. I find that, on the balance of probabilities, it is more likely than not, that Sean was in a position of trust and authority over the athletes on the teams he was coaching, and over those who participated in his private lessons. Although he was only an athlete in the 2016-17 season, testimony from witnesses indicated that people did not know why he was suspended or for how long. Consequently, it is probable that he maintained his stature as a coach, even while suspended.
36. I find, therefore, that Sean, as a coach in a position of power and authority at PSA, owed a duty of care to the athletes he coached at PSA.

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<sup>1</sup> Steve Indig "The Coach Athlete Relationship" *Coaches Report* (2005) Vol. 11(3)



37. Sean did not have a fiduciary duty to the athletes. The standard of care of a fiduciary duty would require that he put the interests of the athletes he coached above his own. That is not the nature of the athlete coach relationship.
38. The standard of care to which I will hold Sean is that of taking reasonable care to do no harm, by act or omission. To find a violation of his duty of care, the onus of proof is on the Complainants to demonstrate that it is more likely than not that Sean did not take reasonable care to do no harm to the athletes he coached.
39. Sean was not represented by counsel. Due to his lack of representation, [REDACTED] ACA counsel and I gave him every opportunity to state his case and to question witnesses.

#### **IV     DOCUMENTS CONSIDERED**

- ACA Discipline and Complaints Policy Approved January 23, 2019
- ACA Code of Conduct approved January 23, 2019
- Anonymous complaint received by Cheer Canada dated September 17, 2020
- Complaint of [REDACTED] received by Cheer Canada dated September 17, 2020
- Complaint of [REDACTED] received by Cheer Canada dated September 16, 2020
- ACA email & letter to Sean Aryee dated September 19, 2020
- Letter to PSA from ACA dated September 19, 2020
- Correspondence from PSA to ACA dated September 28, 2020
- Statement / Complaint of [REDACTED] received by ACA October 24, 2020
- Complaint of ACA against [REDACTED] dated November 10, 2020
- Complaint of ACA against Sean Aryee dated November 10, 2020
- Complaint of [REDACTED] dated December 13, 2020
- Statement of [REDACTED] dated February 11, 2021
- Statement of [REDACTED] dated February 18, 2021
- Statement of [REDACTED] dated February 14, 2021
- Statement of [REDACTED] dated February 16, 2021
- Statement of [REDACTED] dated February 21, 2021
- Statement of [REDACTED] dated February 20, 2021
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]
- Statement of [REDACTED]



- PSA Staff Policies, Procedures and Code of Conduct v 2020
- PSA Staff Policies and Code of Conduct v 20160606
- Reply Statements of [REDACTED]  
[REDACTED]  
and [REDACTED] filed with the Written Reply Submissions of the Complainant March 15, 2021
- Written Closing Submissions of the Complainant
- Written Closing Submissions of the Respondent
- Written submissions on Sanctions of the Complainant
- Written submissions on Sanctions of the Respondent

## V SUBMISSIONS

40. For the Complaint to stand, ACA must demonstrate, and I must find, that it is more likely than not that Sean did not take reasonable steps to ensure that his behaviour did no harm to the athletes he coached.
- [REDACTED]

41. In Sean's Response to the Complaint submitted on March 8, 2021, he admitted that he had "friendly relationships with many athletes, including [REDACTED], who eventually became my girlfriend". His statement further acknowledges that [REDACTED] would tell him she loved him. He also acknowledges that "not everything was perfect, but no relationship is".
42. [REDACTED] testified that Sean coached her in the 2011-12 and 2012-13 seasons, and provided team photos in support of her assertion. She testified that she and Sean had an intimate relationship from June 2011 to February 2013. [REDACTED] submission is that Sean did not coach [REDACTED] in 2011-12 and was only assisting [REDACTED] in 2012-13. Until her 18<sup>th</sup> birthday on February 16, 2012, [REDACTED] testified that her relationship with Sean was secret, but was then revealed when her mother learned of it and went to [REDACTED]
43. I am satisfied by [REDACTED] witness statements and her testimony that [REDACTED] believed Sean to be her coach when she was in a sexual relationship with him. It is not relevant whether he was certified or an assistant. The deciding factor is that [REDACTED] believed he was in a position of authority and she trusted him. In her statement of February 21, 2021 [REDACTED] stated, "he was an authority figure to me". In her complaint of December 13, 2020 she stated she was, "happy to be getting attention from an older guy who was also my coach" when discussing the sexual messages Sean sent her.
44. [REDACTED] statement of December 13, 2020 spoke to the harm her relationship with Sean caused her. It reads, "Sean and I had a very toxic relationship that was emotionally abusive and to this day I block out so much as to what happened because it is embarrassing and something I wish I could forget that ever happened. I just hope that no one will ever feel the way I did or go through what happened to me."



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45. In his Response of March 8, 2021, Sean stated, "I do not condone what myself and ██████████ engaged in. But our relationship was one which I was hoping would flourish into something more, but clearly it did not."

46. In his Closing Submission of April 18, 2021, he denies dating ██████████ saying, "I only dated ██████████"

47. In her statement of February 16, 2021, ██████████ stated that Sean coached her in 2015-16 on Team Inferno, as well as giving her private tumbling lessons on and off at other times. (It was in May 2016 that Sean was suspended for his relationship with ██████████) Their sexual relationship began in September/October 2015 when Sean began sending sexual text messages. Under pressure from Sean, including that speaking up would ruin his life and career, as well as her coaching career, she denied the relationship to ██████████

48. In that statement ██████████ wrote, "What Sean has done is wrong. I know that our relations together as athlete and coach were not right as he was in a position of power. I want to make it clear that as an individual I was not harmed mentally by this situation long term in any way. I wished to keep it in the past and move forward, as I have done until now. I did, however, have a great friendship with him throughout the years after our 2015/2016 relations ended. I do not wish to see any harm done to him. I do, however, wish to see him get the help that he deserves to become a more educated, responsible, and aware adult."

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49. ██████████ testified that she had a sexual relationship with Sean from 2014-16 which she lied about to ██████████ In her undated witness statement submitted with ██████████ Witness Statements, she characterized the relationship as toxic.

50. In the fall of 2015, knowing that coach-athlete relationships were prohibited, and "wanting to be responsible" (██████████ testimony) the two approached ██████████ ██████████ denied them permission to have a relationship and required that one of them quit the team. Rather than do so, they pushed the relationship underground. As ██████████ stated, they thought "this was the easiest way to have the best of both worlds, while trying to avoid consequences".

51. ██████████ unchallenged testimony was that Sean told her to keep their relationship a secret since he knew it was not permitted. She also testified that, "Sean has to be stopped from taking advantage of people. Sean puts his own interests in front of athletes."

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52. ██████████ testified that Sean was sexually flirtatious with her, at a time when he was her coach. Her witness statement included a text message from Sean to her dated



June 14, 2014 that confirms her testimony. It is clear from the exchange that it was not welcomed by [REDACTED]

53. Sean's response of March 8, 2021 is that he was intoxicated and does not remember this exchange. As intoxication speaks only to intent, and intent is not a required element in harassment, his intoxication does not support Sean's case.

- [REDACTED]
54. It is unclear whether Sean sent sexual messages to [REDACTED] by way of texts. [REDACTED] did not provide a statement. Sean stated in his Response that he believed '[REDACTED] handled this situation properly by bringing in all parties involved and addressing the rumours. It was dealt with quickly and we moved on.'
55. [REDACTED] testified that she was made aware of these texts by athletes, but did not see them herself.
56. [REDACTED] testified that in October 2019 the rumours about a relationship between Sean and [REDACTED] came to her attention.
57. [REDACTED] and [REDACTED] also provided statements about the rumours of this relationship and the texts.
58. Whether or not these particular rumours were accurate, what is clear from the statements is that no one was surprised that Sean might be behaving in this way. As [REDACTED] stated, "I was extremely concerned since Sean has a history of this behaviour". "When I was on the team Inferno in 2015-2016, Sean was seeing [REDACTED] [REDACTED] and [REDACTED] at the same time, who were all my teammates."

- [REDACTED]
59. [REDACTED] testified that she was in a physical relationship with Sean from January to May, 2017 when Sean was coaching her. She ended the relationship because Sean was involved with other athletes.
60. Sean's response of 19 April 2021 is that, 'I at no point ever said that our relationship would determine a spot on any team ever. I gave her no favour.'
61. [REDACTED] filed a complaint with PSA that PSA forwarded to ACA on her behalf, and which is not before me in these proceedings.

## **VI FINDINGS AND DISCUSSION**

62. Sean's lack of participation in the hearing was notable. Although unrepresented, and not a lawyer, he allowed the testimony of witnesses to go unchallenged, most notably that of [REDACTED] and [REDACTED]. Their written and oral statements were clear about the harm Sean had done to them in these relationships. [REDACTED] was clear about her discomfort in her unwelcome interactions with Sean, and her concern about his inappropriate behaviour with other female athletes at PSA.
63. I found each of these witnesses to be credible: slightly confused at times due to the passage of time and the emotions involved, but factual and authentic. I did not get the



impression of collusion or that there was any effort to set Sean up. On the contrary, these athletes clearly want Sean to learn from this experience, and to change his harmful behaviour toward some of the women he coaches.

64. Sean's denial in his statement of 19 April 2021 of a previously admitted (statement of March 8, 2021) relationship with [REDACTED] speaks to the issue of his credibility, as does his belief that intoxication could be a valid excuse for improper behaviour toward the athletes he coached.

## VII DECISION

65. I find that Sean breached sections 4.1.4 (4.1.4.5 and 4.1.4.6), 4.1.7 6.1.13 and 6.1.16 of the Code in his interactions with [REDACTED] and [REDACTED].
66. I find that Sean breached sub-sections 4.1.4.2 and 4.1.4.5 of the Code in his interactions with [REDACTED].
67. I make no finding with regard to [REDACTED].
68. I dismiss the Complaint with respect to [REDACTED].
69. The Code was not in effect at the time of his breaches. However, Sean was aware of the PSA Policy that prohibited the sexual behaviours he engaged in with the athletes he coached. He knew, expressly, that his relationship with [REDACTED] was prohibited, but continued it in secret. Indeed, this relationship was the cause of his suspension from PSA in May, 2016. Sean was also aware, or should have been aware, of the emotional damage to these athletes that his actions caused.
70. Far from taking reasonable steps to avoid harm to the athletes he coached, Sean repeatedly and persistently violated the trust they placed in him. The athlete-coach relationship is at the centre of sport, regardless of whether it is explicitly protected by an organizational Code of Conduct. By its very nature the relationship gives the coach power over the athlete, whether or not athlete selection for a team is at stake. That this relationship be professional and beyond reproach is absolutely critical to the health and safety of athletes, and to the integrity of sport.
71. Both in his Response and in his testimony on March 30, 2021 Sean made clear that he does not understand the gravity of his behaviour. With respect, I do not agree with the statement in the Complainant's Closing Submissions that Sean demonstrated candour in admitting most of the allegations against him, or that he accepted responsibility for his actions. He admitted to only three relationships with athletes, those being [REDACTED] and [REDACTED] (which he subsequently denied).
72. Sean sought to rationalize his behaviour with his statement of 8 March 2021 that, "I was single and looking for love [at PSA]. Although it was not my intent to fall for any of my athletes, being in the building so much I had no other way of meeting people. Whether it be friendship or more."
73. When I questioned him in an effort to tease out what he has learned from this experience, he stated that he will now "keep it professional" with athletes and "take any issues to ownership." His expression of remorse was very limited, if it existed at all.
74. It is not clear whether Sean understands that the onus is on the coach, not the athlete, to have clear boundaries in coach athlete interactions. In his Response, Sean made the



statement that, "The level of comfortability [sic] I have with my athletes is such; if someone is willing to open up and trust me by talking to me about their lives and fears and dreams, then I can trust them to do their job on the floor." This suggests that Sean seeks, rather than discourages, personal relationships with the athletes he coaches.

75. Since his suspension on September 16, 2020 Sean has not undertaken any learning opportunities, nor did he do so while suspended in 2016. Given the rumours about possible involvement with [REDACTED] in October 2019, and [REDACTED] credible and unchallenged testimony that she was involved with Sean in 2017 (while he was suspended from coaching, but was coaching privates), I am reluctant to conclude that Sean has learned that treating the gym as his source of friendship and love is prohibited. Indeed, since he began coaching with PSA, Sean's pattern of behaviour demonstrates a failure to achieve the expected standards of conduct of a coach.
76. I find, expressly, that Sean breached his duty of care to each of [REDACTED] and [REDACTED] when he entered into intimate relationships with them while he was their coach. This behaviour did them harm, and is a reprehensible violation of their trust in him, and of his authority over them. As discussed, the source of that trust and authority is not his certifications or his position as coach or assistant. It lies in the very nature of the coach to athlete relationship whose boundaries must not be violated.

## **VIII SANCTION**

77. Given his limited awareness and understanding of the implications of his behaviour, it is reasonable to believe that Sean will not change of his own accord. Without strong sanctions, and intensive coaching education, I find there is little chance of Sean understanding the nature of the power imbalance inherent in the coach-athlete relationship, or of understanding his duty of care to athletes and fulfilling that duty in the future.
78. Although the Code does not apply to the Complaint, section 10 of the Code provides guidance on the nature of sanctions for what is a Major Infraction, such as violating a duty of care to athletes.
79. Applying that guidance, and the guidance provided by both ACA and Sean in their respective submissions on sanctions, the following sanctions shall apply immediately:
- 1) Sean is suspended from ACA membership and any related activities, in any capacity, for a period of 5 years, calculated as of September 19, 2020;
  - 2) If Sean decides to apply for ACA membership at or following the conclusion of his five (5) year suspension, he may do so on the following conditions:
    - (i) In whatever capacity Sean seeks to apply for reinstatement as a member in good standing of ACA, he must provide proof he has taken the following training at his own expense in the 12 months prior to reapplying for membership (in whatever form these courses exist at that time, as will be communicated to Sean by ACA):



1. Respect in Sport
  2. NCCP Making Ethical Decisions
  3. CAC Safe Sport Training
- (ii) On re-admittance to membership, in any capacity, Sean will be placed on probation, to be monitored by ACA, for two (2) years. A sanction for any breach of the Code during the two (2) year probationary period shall result in his immediate and permanent expulsion from ACA;
  - (iii) If Sean seeks reinstatement as a coach, he will complete, at his own expense, any NCCP or other certifications required by ACA for coaches at the level at which Sean will be permitted to coach. ACA may determine reasonable limits on the age and gender of athletes, team or individual, that Sean is permitted to coach.
  - (iv) During his NCCP qualification period, Sean will be placed on mandatory supervision; the appropriate supervisor to be approved by ACA;
  - (v) Mandatory supervision shall mean that, while coaching, Sean must be accompanied at all times by another certified coach or screened adult.
  - (vi) The costs associated with mandatory supervision shall be borne by Sean.

80. ACA shall disclose the sanction portion of this decision to Cheer Canada, its governing body.
81. ACA shall request of Cheer Canada that the sanction portion of this decision be disclosed to other member PTSOs.
82. ACA shall share the sanction portion of this decision with the International Cheer Union (ICU) with a request to revoke Sean's credentials for five (5) years, as of September 19, 2020.
83. Within sixty (60) days of this decision, Sean is to write formal letters of apology to the athletes he harmed, being [REDACTED] [REDACTED] [REDACTED] and [REDACTED].
84. Within sixty (60) days of this decision, Sean is to write a formal letter of apology to the ACA, care of its Executive Director, demonstrating that he understands the damage to athletes and to the sport that were caused by his behaviour.
85. This decision shall be published on the ACA website for the duration of the Respondent's suspension, with the names of the Complainants and witnesses redacted.

Panel  
Ann Peel  
May 17, 2021