AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal

AAA Case No. 01-23-0002-7176

In the Matter of Arbitration between

ROBERT GRISWOLD, Claimant

v.

U.S. PARALYMPIC SWIMMING, Respondent.

FINAL AWARD

I, THE UNDERSIGNED ARBITRATOR, having been designated by the American Arbitration Association ("AAA"), and in accordance with the Ted Stevens Olympic and Amateur Sports Act ("ASA"), 36 U.S.C. §220505 et seq., and Section 9 of the United States Olympic and Paralympic Committee ("USOPC") Bylaws, having been duly sworn, and having fully considered the Claimant's Demand for Arbitration, Section 9 Complaint, and "Robert Griswold Factual and Legal Basis" With Exhibits as well as Respondent's Motion to Dismiss, the parties' respective briefs authorities, and the oral arguments of counsel during a June 27, 2023 video Hearing by Zoom, hereby AWARDS as follows:

PARTIES

The Claimant is Robert Griswold, a veteran paralympic swimmer with a record of medal winning performances in international and national competitions, including the 2016 and 2020 Paralympic Games as well as the 2022 World Para Swimming Championships. He was represented by Michael Romm, Michael Romm, P.A., Davie, FL. Claimant filed this Section 9 arbitration proceeding pursuant to his efforts to participate in upcoming U.S. national and international paralympic swimming events and to qualify to become a member of Team USA's paralympic swimming team, which will compete in the 2024 Paris Paralympic Games.

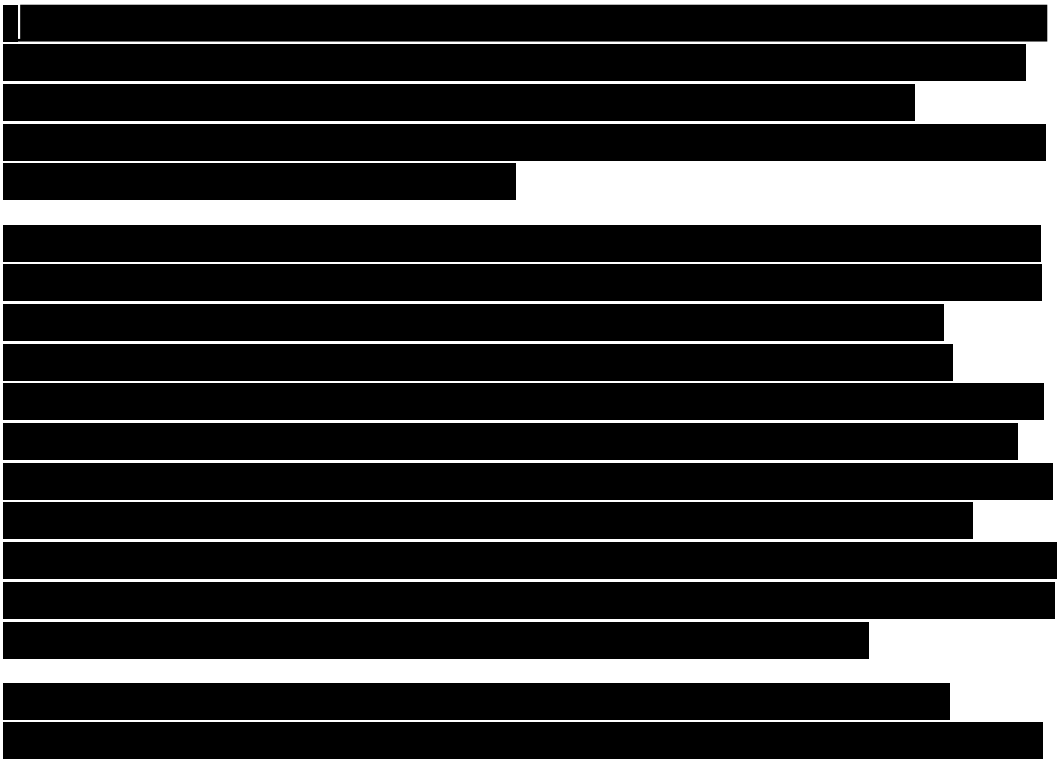
The Respondent is U.S. Paralympic Swimming (USPS), a division of the United States Olympic and Paralympic Committee (USOPC), which is the National Governing Body (NGB)/National Federation (NF) for the sport of paralympic swimming in the U.S. It was

represented by Evangelina Rivera, USOPC Deputy General Counsel, Colorado Springs, CO as well as Suzanne Crespo and Brent Rychener, Bryan Cave, LLP, Colorado Springs, CO. Respondent has filed a motion to dismiss this arbitration proceeding.

UNDISPUTED MATERIAL FACTS

Effective January 1, 2022, Claimant entered into a 2022 Athlete Agreement with USPS, pursuant to which he agreed and acknowledged he is "familiar with, and will abide by the U.S. Center for SafeSport (Center)'s SafeSport Code for the U.S. Olympic and Paralympic Movement (the "SafeSport Code"). (§3 (c)). In the attached United States Olympic & Paralympic Committee Code of Conduct for U.S. Paralympics National Teams and U.S. Paralympic Programs, Claimant pledged and agreed to comply with all aspects of the Center's SafeSport Code.

On August 23, 2022, the Center issued its Notice of Allegations & Adoption of Temporary Measures suspending Claimant from any paralympic athletic competition based on pending allegations of sexual misconduct, which was upheld by Temporary Measures Arbitrator Kim Keenan in *U.S. Center for SafeSport v. Griswold*, JAMS Case No. 1501000534 (March 15, 2023) (JAMS Award) subject to one conditional exception:



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In a March 16, 2023 letter from Erin Popovich (Director, U.S. Paralympics Swimming, United States Olympic and Paralympic Committee), Respondent notified Claimant as follows:

> Time trials are not permitted at the [April 20-22, 2023] World Para Swimming (WPS) World Series – USA competition [in Minneapolis, Minnesota]. Time trials are also not permitted as a means of qualification within the U.S. Paralympics Swimming Athlete Selection Procedures for the Manchester 2023 World Para Swimming World Championships or the Santiago 2023 Parapan American Games. U.S. Paralympics Swimming will not allow any results, from competitions outside of qualification events as listed in the published athlete selection procedures to count towards qualification.
>
> Additionally, you must hold a 2023 WPS athlete license to have any results entered into the WPS rankings from a WPS approved competition. U.S. Paralympics Swimming cannot facilitate an application for a WPS license for you while you are under temporary suspension.

In a March 17, 2023 letter to the Center acknowledging its "exclusive jurisdiction over this matter," Claimant's Denver, Colorado counsel submitted a "Demand for Emergency Arbitration," asserting that Respondent was "simply refusing to follow" the provisions of the JAMS Award modifying Claimant's temporary suspension based on the foregoing statements in its March 16th letter. Claimant "demand[ed] an emergency temporary measures hearing to enforce the [JAMS] Arbitrator's prior order and/or to modify the temporary measures to require the USOPC to submit immediately Mr. Griswold's WPS license renewal application and allow Mr. Griswold to register by March 22 for the World Series – USA competition."

More specifically, Claimant asserted:

> On March 16, the Director of U.S. Paralympics Swimming at the U.S. Olympic and Paralympic Committee (USOPC) responded to this modification of the

temporary suspension by simply refusing to follow the order. In so doing, USOPC has ignored the exclusive jurisdiction of the arbitration and disingenuously suggests that two additional hurdles preclude USOPC from allowing the temporary measure. See Exhibit 1, letter from USOPC to Mr. Griswold dated March 16, 2023. First, the USOPC stated that: (1) time trials are not permitted at the World Series – USA event and (2) time trials are not permitted as a means to qualify for either international event under the applicable Athlete Selection Procedures. Exhibit 1. Notably, however, the Athlete Selection Procedures for both Manchester and Santiago allow the USOPC discretion in selecting team members and Mr. Griswold satisfies 3 out of 4 criteria for discretionary selection. Exhibits 2 and 3, U.S. Paralympics Swimming, Athlete Selection Procedures, 2023 World Para Swimming Champions, Manchester, United Kingdom, Feb. 10, 2023; U.S. Paralympics Swimming, Athlete Selection Procedures, 2023 Parapan American Games, Feb. 10, 2023. Apparently, the USOPC has decided to frustrate the clear intent and purpose of the Arbitrator's order by failing to exercise or even recognize the discretion it has and might otherwise utilize in a case involving any other athlete.

Second, the USOPC noted that Mr. Griswold needs a 2023 WPS athlete license to compete, but that the USOPC would refuse to "facilitate" the renewal of his license while he is under temporary suspension. To be clear, this is purely a ministerial and clerical act; the USOPC only needs to forward Mr. Griswold's already completed application and $25 fee to the WPS. The USOPC's refusal to perform this simple act again demonstrates its contempt for the Arbitrator's decision.

In March 20-22, 2023 email correspondence with Claimant's Denver, Colorado counsel, the Center (specifically, Molly Hamsher) denied Claimant's "Demand for Emergency Arbitration" before a JAMS arbitrator:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Claimant did not challenge the Center's denial of his "Demand for Emergency Arbitration" in a judicial proceeding.

Prior to June 17, 2023, Claimant did not file a Section 9 Complaint or Demand for Arbitration against Respondent seeking an arbitral declaration or any relief regarding any of the statements made in its March 16, 2023 letter to him or alleging that Respondent denied him the opportunity to participate in any "protected competition" by refusing to comply with the JAMS Award.

Claimant did not participate in the April 20-23, 2023 World Para Swimming (WPS) World Series – USA competition.

PROCEDURAL BACKGROUND

On June 17, 2023, Claimant filed his Demand for Arbitration and Section 9 Complaint with the AAA, which requested an emergency hearing within 48 hours pursuant to Section 9.8 of the USOPC Bylaws. His accompanying "Robert Griswold Factual and Legal Basis" stated: "The deadline for filing the application papers to participate in the next qualifying event [for the 2024 Paris Olympic Games] is JUNE 20, 2023. This means the decision of the Arbitrator herein must be issued before or on the day of June 20, 2023. The competition is the 2023 Parapan American Games scheduled to take place November 17-26, 2023 in Santiago, Chile." (§22).

On June 18, 2023, the AAA confirmed the appointment of Professor Matthew J. Mitten to serve as the Arbitrator in this proceeding.

On June 18, 2023 at 8pm ET, the Arbitrator held a Preliminary Hearing by telephone in which the parties' counsel as well as Claimant participated.

On June 19, 2023 at 12:43am ET, the Arbitrator denied Claimant's request for an emergency hearing: "Based on Ms. Crespo's representation . . . that 'US Paralympic Swimming [will] not require Mr. Griswold to complete Games registration for the 2023 Parapan American Games ("PPAG") via the Team USA Games Registration portal by June 20, 2023,' I am denying his request for an expedited hearing pursuant to Section 9.8 of the USOPC Bylaws because 'it is [not] necessary to expedite [this] proceeding in order to resolve a matter relating to a Protected Competition [i.e., September 16-17, 2023 California Classic] that is so scheduled that compliance with regular procedures would not be likely to produce a sufficiently early decision to do justice to the affected parties.'" Later the same day, in relevant part, Ms. Crespo stated in an email to the Arbitrator and Claimant's counsel: "While August 11 would be better for the USOPC, they would be able to process Mr. Griswold's Games registration for the PPAG if he completed and submitted it by August 16, 2023 (11:59 pm ET). To be clear, whether Mr. Griswold is selected as a member of the long list, and therefore invited to register for the PPAG, is contingent on him meeting the eligibility requirements, which include (but are not limited to), Mr. Griswold not being under suspension by the U.S. Center for SafeSport."

On June 21, 2023, the AAA confirmed the Arbitrator's approval of the agreement between the parties' counsel regarding a briefing schedule in connection with Respondent's

filing of a motion to dismiss Claimant's Section 9 arbitration demand and scheduled an oral argument hearing for June 27, 2023.

On June 22, 2023, Respondent timely filed its Motion to Dismiss Claimant's Demand for Arbitration.

On June 23, 2023, Claimant's counsel submitted "an Amended Stipulated Protective Order that was issued by the Honorable Judge Michael E. Hegarty today, June 23, 2023, at 3:33 p.m. EST. in a case named **Egbert v. Griswold et. al.**, Civil Action 1:22-cv-02943-RMR-MEH (pending in the U.S. District Court for the District of Colorado)" and "move[d] the Arbitrator to enter an Order requiring all counsel of record, parties and participants in these proceedings to read and execute the Attached Amended Stipulated Protective Order and sign the Nondisclosure Agreement attached to said Order as Exhibit 'A.'"

On June 24, 2023, the Arbitrator provided the following response to Claimant's motion: "If it is established that the evidence in the *Egbert v Griswold* litigation is relevant and material to resolution of any of the dispositive issues in this Section 9 arbitration proceeding, I am willing to sign and abide by the terms of the below Nondisclosure Agreement. Before Tuesday's hearing, I am requesting that counsel confer and attempt to agree on a stipulation regarding Mr. Romm's request for an Order requiring the parties and their counsel to execute the Nondisclosure Agreement."

On June 25, 2023, Claimant timely filed his Response to Respondent's Motion to Dismiss Claimant's Demand for Arbitration.

On June 26, 2023, Respondent timely filed its reply brief.

On June 27, 2023, the Arbitrator conducted a Hearing via Zoom regarding Respondent's motion to dismiss Claimant's Section 9 arbitration demand, in which the parties' counsel and Claimant participated. Sarah Pfilpsen (USOPC) as well as Madeline Farrell (Marquette University Law School third year student and the Arbitrator's research assistant) and the USOPC's legal intern observed the hearing with the approval of the parties and their counsel. At the beginning of the hearing, the parties' counsel confirmed there were no objections to the Arbitrator's appointment by AAA and that there are no Affected Parties required to receive notice of this arbitration proceeding pursuant to Section 9.7 of the USOPC Bylaws.

Respondent's counsel confirmed that both Respondent and the USOPC agreed to be bound by the Arbitrator's award in this Section 9 proceeding. In response to the Arbitrator's question, Claimant's counsel stated that none of the *Egbert v Griswold* litigation documents or other evidence are relevant and material to his adjudication of Respondent's motion to dismiss this Section 9 arbitration proceeding. Having previously considered their respective briefs and after hearing their oral arguments, the Arbitrator informed the parties' counsel of his decision to grant Respondent's motion to dismiss this arbitration proceeding, which he would confirm in a written operative award the following day. After each party and their counsel confirmed they had received a full and fair opportunity to be heard, the Arbitrator closed the Hearing.

On June 28, 2023, the AAA informed the parties' counsel of the Arbitrator's operative award granting Respondent's motion to dismiss this arbitration proceeding and stating he would provide a written reasoned award by June 30, 2023.

LEGAL ANALYSIS

In his Demand for Arbitration, Claimant acknowledged he "is a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association." In his Section 9 Complaint, Claimant identifies the 2023 Parapan American Games 11/17/2023 (Santiago, Chile) as well as the Citi Para Swimming World Series USA - April 20-22, 2023 (Minneapolis, MN); 2023 World Para Swimming Championships - July 31, 2023 through August 6, 2023 (Manchester, Great Britain); and the 2024 Paralympic Games in Paris as the "protected competitions" that are the subject of his complaint. In both his Section 9 Complaint (p. 2) and accompanying "Robert Griswold Factual and Legal Basis" (pp. 7-8), Claimant "respectfully requests that he be granted the right to participate in U.S. Paralympic Swimming and that all temporary measures be discharged, and all allegations be dismissed. In the alternative, [he] requests that the U.S. Paralympic Swimming provide [him] with an opportunity to participate at the last remaining qualifying event for Paris in 2024 so that if he is successful in defeating all allegations of wrongdoing made against him that he is not too late to go to Paris in 2024." During the hearing, in response to the Arbitrator's question about the specific relief Claimant is seeking in this arbitration proceeding, his counsel stated he requests a declaratory judgment that Respondent denied him the opportunity to participate in the April 20-23, 2023 World Para Swimming (WPS) World Series – USA

competition by failing to comply with the JAMS Award and refusing to process the paperwork for his WPS license.

Because Claimant currently is subject to a temporary suspension imposed by the Center and confirmed by the JAMS Award, Respondent contends that his Section 9 claims should be dismissed because the Arbitrator does not have jurisdiction to adjudicate the merits of these claims or to grant his requested relief (i.e., the right to participate in future USPS events; lifting of the Center's temporary suspension and dismissal of the pending SafeSport violation allegations against him; declaratory judgment that USPS denied him the opportunity to participate in the April 2023 WPS World Series).

AAA Commercial Rule R-7(a) authorizes the Arbitrator to determine whether he has jurisdiction 1) to adjudicate the issues raised by Respondent's motion to dismiss; and 2) to resolve the merits of Claimant's claims and to grant his requested relief in this Section 9 arbitration proceeding. Based on the following analysis, the Arbitrator determines he has jurisdiction regarding the first issue, but not the second issue.

Claimant's Demand for Arbitration acknowledges he is a party to an arbitration agreement providing for arbitration under the AAA's Commercial Arbitration Rules, and his Section 9 Complaint identifies four national and international paralympic competitions as the "protected competitions" that are the subject of his complaint. As the NGB/NF for the sport of paralympic swimming in the U.S., Respondent is required "to submit to binding arbitration in any controversy" involving the alleged denial of an athlete to compete in a protected competition. ASA, 36 U.S.C. §220522 (a) (4). Neither party contends that the Arbitrator lacks jurisdiction to adjudicate Respondent's motion to dismiss this Section 9 arbitration proceeding.

Specifically, Respondent asserts: 1) "[Claimant's Section 9 Arbitration] Demand must be dismissed because the subject matter is expressly excluded from the Arbitrator's jurisdiction under Section 9.11 of the USOPC Bylaws"; 2) "The Arbitrator cannot grant the relief requested because he has no power or authority to lift or modify the Center's suspension or dismiss the SafeSport allegations"; 3) "Claimant is collaterally estopped by the JAMS Award from arguing that his temporary suspension is not appropriate under the Code"; and 4) "Any claim relating to the April World Series must be denied as time-barred under Section 9.9."

This Arbitrator considered the scope of the Center's exclusive authority over pending abuse or sexual assault allegations as well as the procedural and substantive rights of accused athletes in three published Section 9 arbitration cases, which are available on the USOPC's website at teamusa.org. *Hadzic v. United States Fencing Association*, AAA Case No. 01-21-0004-8169 (August 6, 2021); *Claimants v. USA Taekwondo*, AAA Case No. 01-19-0000-5335 (March 19, 2019); *Flory v. USA Diving, Inc*., AAA Case No. 01-18-0003-8879 (November 30, 2018). Because this Section 9 jurisprudence is relevant regarding whether the Arbitrator has jurisdiction to consider the merits of Claimant's claims and to grant any of his requested relief in this arbitration proceeding, the Arbitrator has briefly summarized and considered the applicable legal principles discussed and/or established by these arbitration awards as well as the parties' arguments and cited authorities in connection with Respondent's motion to dismiss this arbitration proceeding.

"The ASA gives the Center 'exclusive jurisdiction over the [USOC], each [NGB] and each Paralympic sports organization with regard to safeguarding amateur athletes against abuse, 13 including physical, emotional, and sexual abuse, in sports.' 36 U.S.C. §220541 (a) (2). The Act authorizes the Center to 'utilize a neutral arbitration body and develop policies and procedures to resolve allegations of sexual abuse within its jurisdiction to determine the opportunity of any amateur athlete, coach [or others] who is the subject of such an allegation, to participate in amateur athletic competition.' 36 U.S.C. §220541 (c) (1)." *USA Taekwondo* at 12-13. "The Center has exclusive jurisdiction to investigate and determine the merits of the pending sexual misconduct allegations against the Athlete subject to JAMS arbitral review." *Hadzic* at 8.

Flory recognized that "the Center has valid authority to impose an interim suspension on [an athlete] pursuant to Part V of the SafeSport Code Practices and Procedures, which would be subject to [JAMS] arbitral review in accordance with R-40 of the Supplementary Rules for SafeSport Arbitrations." *Flory* at 12. In a Section 9 arbitration proceeding, the arbitrator has no jurisdiction to "intrude into the realm of the Center's exclusive authority" by "interfer[ing] with or adversely affect[ing] its investigation or any adjudication of the merits of these allegations." *Flory* at 5. Pursuant to the ASA and USOPC Bylaws, a Section 9 arbitrator only has jurisdiction to review an NGB's interim suspension that denies an accused athlete "the opportunity to participate or qualify to participate in *future* 'protected competitions.'" *USA Taekwondo* at 12

(emphasis added). In *Hadzic*, this Arbitrator explicitly recognized that in a Section 9 arbitration proceeding, the arbitrator has "no jurisdiction to review or consider the merits" of a JAMS arbitration award regarding an interim or temporary suspension imposed by the Center on an athlete pending the final resolution of abuse allegations, including, but not limited to, its modification by a JAMS arbitrator. *Hadzic* at 8.

The Arbitrator also considered *Lindland v. USA Wrestling Association, Inc.*, 227 F.3d 1000, 1005 (7th Cir. 2000), in which the Seventh Circuit ruled that the ASA only "provides for arbitration between an aggrieved athlete and the national governing body" in a dispute regarding an athlete's alleged denial of an opportunity to qualify to participate in a protected competition. It "does not authorize arbitration about the propriety of another arbitrator's decision." *Id.* at 1003.

Regarding its first ground for dismissal of this arbitration proceeding, Respondent contends that "Section 9.11 of the USOPC Bylaws explicitly precludes Section 9 jurisdiction." (Respondent's Motion, p. 8). Section 9.11 states that a "decision concerning a SafeSport violation that is either accepted under the jurisdiction of the Center or adjudicated by the [Center] . . . is not reviewable through, or the subject of, these Bylaws." Claimant effectively concedes this issue by responding that he "is in no way attempting to utilize this [Section 9] process as any such SafeSport appeal, or otherwise" and "is not asking the Arbitrator to consider the actions of SafeSport nor the Arbitrators at SafeSport." (Claimant's Brief, ¶¶3 and 8). Therefore, the Arbitrator agrees with Respondent's contention, which is consistent with *Hadzic*, *Flory*, and *Lindland*.

Regarding its second ground for dismissal, Respondent contends that if the Arbitrator granted the relief requested by Claimant (i.e., "that the Center's 'temporary measures be discharged, and all allegations be dismissed'"), the award "would directly violate explicit provisions of the Sports Act, [SafeSport] Code and [Section 9.11 of the] USOPC Bylaws." (Respondent's Motion, pp. 8-9). The Sports Act empowers the Center to "exercise jurisdiction over the [USOPC] and each national governing body with regard to safeguarding amateur athletes against abuse, including emotional, physical, and sexual abuse, in sports" (36 U.S.C. § 220541(a)(1)(B)) as well as requires the USOPC and NGBs to enforce "temporary measures and sanctions issued pursuant to the authority of the Center." 36 U.S.C. § 220505(d)(1)(C); see

also 36 U.S.C. §§ 220541(a)(1)(B), 220541(b). Article VII.A of the Code expressly states that the USOPC and NGBs (e.g., USPS) "are responsible for enforcing . . . Temporary Measures imposed by the Center." Claimant also effectively concedes this issue by responding that he "is in no way attempting to utilize this [Section 9] process as any such SafeSport appeal, or otherwise" and "is not asking the Arbitrator to consider the actions of SafeSport nor the Arbitrators at SafeSport." (Claimant's Brief, ¶¶3 and 8). Thus, the Arbitrator agrees with Respondent's contention, which is consistent with *Hadzic*, *Flory*, and *USA Taekwondo* as well as *Lindland*.

Regarding its fourth ground for dismissal, Respondent contends that Claimant's Section 9 claims regarding the April 2023 WPS World Series and request a declaratory judgment that Respondent denied him the opportunity to participate in this competition are time-barred by Section 9.9 of the USOC Bylaws. In response, Claimant asserts: "Since it is the actions of U.S. Paralympic Swimming that Claimant seeks to review and the events about which the arbitration seeks relief are the PPAG and other qualifying events to take the place of the event that was lost [April 2023 WPS World Series], it is only fair that Claimant be allowed the opportunity to proceed with the requests by way of this arbitration." (Claimant's Brief, ¶14). Section 9.9 ("Time Bar") provides that "[a] claim against a respondent will be prohibited unless filed with the arbitrator no later than 180 days after the alleged date of denial and the competition that is the subject of the dispute is still upcoming." Because the April 2023 WPS World Series is a past paralympic swimming competition rather than an "upcoming" (i.e., future) competition and based on *USA Taekwondo*, the Arbitrator determines that Claimant's Section 9 claims regarding the April 2023 WPS World Series and request a declaratory judgment that Respondent denied him the opportunity to participate in this competition are time-barred by Section 9.9. See also *Kwang Jae Lee v. U.S. Speedskating, Inc.*, AAA Case No. 01-16-003-9993 (February 13, 2017) at 7 ("Compliance with USOC Bylaw Section 9.10 [now USOPC Bylaw Section 9.9]'s six month statute of limitations is required for a Section 9 Demand for Arbitration to be timely filed and admissible. It is not a rule that an arbitrator may rewrite or a mere 'technicality' that may be disregarded if an NGB would not be prejudiced by considering the merits of a Claimant's untimely claims.").

In summary, the Arbitrator grants Respondent's motion to dismiss Claimant's Section 9 Demand for Arbitration on the foregoing three grounds asserted by Respondent (arguments 1, 2, and 4 in its Motion to Dismiss) as well as based on the *Hadzic*, *Flory*, and *USA Taekwondo* Section 9 jurisprudence and *Lindland* judicial precedent.

Because Claimant's Section 9 arbitration demand is dismissed based on the foregoing three grounds, it is not necessary for the Arbitrator to determine whether the doctrine of collateral estoppel bars the relief Claimant is seeking in this arbitration proceeding. Even if this doctrine bars "Claimant's collateral attack on the JAMS Award" in this Section 9 proceeding as Respondent contends (Reply brief, p. 5), the Arbitrator questions its broad assertion that "Claimant is collaterally estopped by the JAMS Award from arguing that his temporary suspension is not appropriate under the [SafeSport] Code." (Motion to Dismiss, p. 9; Reply brief, p. 5).

The Arbitrator notes that the "Robert Griswold Factual and Legal Basis" of Claimant's Section 9 Complaint describes a significant "Change of Circumstances" since the March 15, 2023 JAMS Award confirming the Center's temporary suspension of Claimant. Specifically, it states that the "entire criminal investigation file has been produced in response to discovery requests made by the parties" in *Egbert v Griswold* (¶20) and that the court granted Claimant's counsel "the power to look at, and use, the records of the [Colorado Springs Police Department (CSPD)] investigation in these AAA proceedings and the defense of the SafeSport allegations" (¶22). It also states: "There is an enormous amount of information contained within the CSPD file. The evidence weighs heavily in favor of finding that Robert Griswold never committed even a single act about which he is alleged to have committed." (¶22).

The foregoing criminal investigation evidence (which the Arbitrator has not seen or reviewed) is not relevant and material to the Arbitrator's adjudication of Respondent's motion to dismiss this Section 9 arbitration proceeding, but Claimant could rely on it in a future request that the Center or JAMS arbitrator modify his temporary suspension. The Arbitrator wants to clarify that nothing in this Section 9 arbitration award forecloses Claimant from doing so, or that the Arbitrator agrees with Respondent's assertion that "Claimant is collaterally estopped by the JAMS Award from arguing that his temporary suspension is not appropriate under the [SafeSport] Code." The Arbitrator recognizes and fully understands that his jurisdiction to

adjudicate this Section 9 proceeding does not confer any jurisdiction over or any authority regarding the Center, the March 15, 2023 JAMS Award or its modification, or any SafeSport issue. Therefore, the Arbitrator expresses no judgment or opinion regarding whether the Center or JAMS arbitrator should reconsider or modify Claimant's temporary suspension or any other SafeSport issue regarding Claimant.

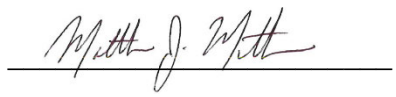
DECISION AND AWARD

Based on the foregoing undisputed material facts and legal analysis, the Arbitrator decides and awards as follows:

Claimant's Section 9 Demand for Arbitration is dismissed; therefore, all his claims and requested relief in this arbitration proceeding are denied.

The Administrative fees of the AAA totaling $925 are to be borne as incurred. The Compensation of the Arbitrator totaling $2,000 is to be borne as incurred. The parties shall bear their own attorney's fees and/or costs associated with this arbitration. It is so ordered that all outstanding balances are to be remitted to the American Arbitration Association by **July 5, 2023**.

This Award fully resolves all claims and defenses submitted by the parties in connection with this arbitration proceeding. All claims and defenses not expressly granted herein are denied.



June 30, 2023

Matthew J. Mitten, Arbitrator