

BEFORE NEW ERA ADR
Case No. 24062702

In the Matter of the Arbitration Between:

HIEA-YOON KANG (“**Claimant**”),

v.

USA ARTISTIC SWIMMING (“**Respondent**”),

and

NATALIA VEGA (“**Affected Party**”)

OPERATIVE AWARD

I, THE UNDERSIGNED ARBITRATOR, having been designated by New Era ADR, and in accordance with the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C., §220505 *et seq.*, and Section 9 of the United States Olympic and Paralympic Committee (“USOPC”) Bylaws, (effective April 1, 2024) and the United States Olympic and Paralympic Committee Movement Arbitration Rules (“Arbitration Rules”), having been duly sworn, and having heard and considered the arguments of the parties and their counsel regarding during an approximately seven hour hearing held on **Thursday, July 18, 2024**, and having considered the parties’ written submissions, exhibits, and legal authorities, issue this **Operative Award** as follows:

I. The Parties

Claimant Hiea-Yoon Kang is a coach and member of the USA Artistic Swimming, represented by counsel Howard Jacobs, Esq. and Katy Freeman, Esq., of Law Offices of Howard Jacobs.

Respondent USA Artistic Swimming (“USAAS”), was represented by Steven B. Smith, Esq. and Suzanne Crespo, Esq. of the law firm of BCLP. Adam Andrasko, Chief Executive Officer of USAAS, appeared as party representative for USAAS. Natalia Vega, identified as an Affected Party and duly notified of her right to participate, did not appear at the hearing.

II. Procedural Background

Coach Kang filed a Complaint and Demand for Arbitration under Section 9 of the USOPC Bylaws on May 30, 2024.

The Parties participated in a hearing before the USAAS National Board of Review Hearing Panel (“Panel”) on June 26, 2024. The Panel affirmed the suspension of Claimant’s contractor agreement with USAAS (the “Agreement”).

Claimant filed an Amended Sec. 9 Complaint, with Exhibits 1-23, on July 10, 2024; a Pre-Hearing Brief, on July 12, 2024; and Reply Brief, with additional exhibits #24-33, on July 16, 2024.

Respondent USA Artistic Swimming, submitted a Pre-Hearing Brief (dated July 13, 2024) (with its Amended Exhibits List A-O, including various subsections); and a Response Brief, with additional exhibit P-R, on July 16, 2024).

An arbitration hearing in this matter was conducted on Thursday July 18, 2024, in accordance with Section 9 of the U.S. Olympic & Paralympic Committee Bylaws. Parties in attendance included Claimant Hiea-Yoon Kang, represented by Howard Jacobs, Esq. and Katy Freeman, Esq., of Law Offices of Howard Jacobs. Respondent USA Artistic Swimming (“USAAS”), was represented by Steven B. Smith, Esq. and Suzanne Crespo, Esq. of the law firm of BCLP. Adam Andrasko, Chief Executive Officer of USAAS, appeared as party representative for USAAS. Natalia Vega, identified as an Affected Party and duly notified of her right to participate, did not appear at the hearing. Lucy Denley, USOPC Dispute Resolution Unit, attended as Representatives with Observer Status.

The Arbitrator heard testimony from the Coach Kang and Mr. Andrasko, in addition to the respective arguments of counsel. The Arbitrator acknowledges the seriousness of the concerns presented by both parties and expresses gratitude to the parties, witnesses, and capable counsel for their cooperation and professionalism.

III. **Factual Background**

1. Hiea-Yoon Kang is a 42-year-old coach and member of USA Artistic Swimming (hereinafter “USAAS”). Coach Kang started artistic swimming since age 8, competed in the sport at Ohio State University, and has a long career served as head and assistant coach for multiple age group national teams. She is currently the head coach of the La Mirada Aquabelles.

2. On October 24, 2022, USAAS received a complaint regarding alleged psychological and emotional abuse by Coach Kang. USAAS notified the U.S. Center for SafeSport (Center), which subsequently notified USAAS that the Center was electing to exercise discretionary jurisdiction over the allegations which do not involve allegations of sexual misconduct or child abuse. USAAS notified Coach Kang that a SafeSport complaint had been filed against her. Coach Kang did not receive any communications from SafeSport with respect to this complaint against her for nearly 17 months. Neither SafeSport nor USAA imposed any restrictions at that time. USAAS stated this complaint was based almost entirely on one report.

3. In July 2023, Coach Kang entered into a USAAS Contractor Agreement, accepting the position of Senior National Team Assistant Coach for the term July to October 2023 (C-#3). On March 15, 2024, USAAS renewed Coach Kang’s contract for the term February through August 2024 (C-#4). The Contractor Agreement states “Position will be a contractor, which means you or the organization are free to terminate the relationship at anytime and for any reason.” *Id.* It also details Coach’s responsibilities and requires compliance with all applicable USAAS policies and protocols, among these including subject to the jurisdiction of the US Center for SafeSport

and USAA Athlete Safety Policy.

4 On January 24, 2024, USAAS published an announcement “*Hiea-Yoon Kang to Return .. to Join Senior National Team Coach Staff for Olympic Games Push,*” on TEAM USA Artistic Swimming’s website. The announcement indicated that “[K]ang will join the staff immediately to support the team at World Championships . . . and [this] position[] is contracted through the 2024 Paris Olympic Games.” (C-#16).

5. Coach Kang testified that that she had “numerous conversations” with the Head Coach and High Performance Coach that she would be selected as a U.S. Olympic Team Assistant Coach and tasked by the Head Coach with working closely with the Duet in the lead up to the Olympics. Kang testified that she completed Registration paperwork for Paris 2024.

6. Kang satisfied the Criteria for Assistant Coach under USAAS Games Staff Selection Procedures for 2024 Olympic Games in possessing a high level of technical expertise and knowledge of the sport; having traveled to previous international championships, and currently employed or contracted for the USAAS National Team. (2.28-2.30).

These Procedures also state, in part:

#3 “Games Staff position(s) will be filled by current USAAS employees and/or contractors.”

#4.4 Removal of Games Staff: Violation of the USAAS’s Code of Conduct

8. Nominations of Games Staff ... will be submitted to the USOPC on or before: May 1, 2024.

Mr. Andrasko testified that Ms. Kang’s name was submitted on the “short list” of Games Staff sent to the USOPC on May 1, 2024, but denied that she was ever “formally nominated” in the final lists that were submitted later in June due to 2024 competition schedules.

7. Kang traveled with the team as Senior National Team Assistant Coach to the 2024 World Aquatics Artistic Swimming World Cup in Paris, France, which took place from May 3-5, 2024 and returned with the team on May 6, 2024. She was to start her work with the Duet at the Team’s first practice on May, 9, 2024.

8. Upon her return from Paris, Coach Kang received an email from Scott Reid, a self-described “investigative reporter and Olympic reporter for the Orange County Register.” Reid requested comment on a list of allegations involving SafeSport complaints “from at least 12 swimmers and parents .. detailing more than 70 specific allegations over the course of the past 13 years. (R-#K) Coach Kang promptly notified and sought guidance from Mr. Andrasko, who expressed concern that the article would bring adverse publicity to USAAS.

9. In a May 8, 2024 email to the Center, subject: Seeking Guidance, Mr. Andrasko wrote:

“I need you to please direct me to the correct department or person for this type of advise ment. The Center has jurisdiction of a case.

The person in that case is a contract employee of mine. I would like to discuss what actions I can and can't take." (R-#R)

A May 9, 2024 (3:21 pm MST) Response from Jocelyn Shafer at the Center stated:

“
[REDACTED]
[REDACTED]
[REDACTED]”

10. By letter to Kang dated May 9, 2024, USAAS stated that it would be “indefinitely suspending” her contract. “USAAS has received allegations of concerning behavior that has taken place outside of the national team setting. These allegations are concerning enough that at this time the organization feels that an indefinite suspension is necessary. This will remain in place until the conclusion of the Center for SafeSport’s interview and determination process is complete. Upon completion USAAS will reassess the contractor/organization relationship.” USAAS then cited sections from its policies, including compliance with the SafeSport Code and USAAS Athlete Safety Policy. (C-#5)

11. No hearing was provided to Claimant prior to the imposition of this sanction.

13. On May 18, 2024, the Reid article “*La Mirada artistic swimming coach on U.S. Olympic staff is suspended amid investigation of abuse complaints: Hiea-Yoon Kang was appointed to the U.S. Olympic team coaching staff despite many reports to SafeSport since 2022.*” was published in the Orange Counter Register. (C-#1)

12. USAAS agrees the suspension was a direct result of USAAS becoming aware of an article that was to be published later in the OC Register.

13. After the contract termination and after she had filed her initial Section 9 Complaint, USAAS offered Claimant a hearing before the USAAS National Board of Review Hearing Panel composed of USAAS’s Ethics Chair, Past President, and Athlete Representative (“USASS Panel”). A hearing was held on October 26, 2024. The Panel issued an operative award on June 27, 2024 followed by a final award on July 9, 2024 (collectively, the “Decision”), affirming the suspension of Claimant’s contractor agreement with USAAS (the “Agreement”). The Panel Decision (R- #B) stated that that

1. The ASA did not apply to Ms. Kang because she had not been named to the US Olympic Team Coaching Staff, and therefore the ASA did not cover her position for coach of a protected competition, and thus USAAS had the authority to handle its own employment issues and suspend Ms. Kang on May 9 “for any reason” due to the at-will provision in the contract.

2. Even if the ASA applied, USAAS had the authority to suspend Ms. Kang’s contract, according to the Center’s (June 2024) clarification that NGBs are able to make employment decisions on matters over which the Center has exercised exclusive jurisdiction. Thus, the temporary suspension of Ms. Kang’s contract was in compliance with USAAS Athlete Safety Policy. The Panel also determined that any “gaps” in the

USAAS policy could be “properly filled by provisions in the SafeSport Code, citing Section XII(A)(2) of the 2023 Code (“Three Factors”) to evaluate when implementing temporary measures.

3. The temporary suspension imposed meets at least one of the three requirements set out in Section IV, Rule 40(e) of the SafeSport Code, which applies subsidiarily to the USAAS Athlete Safety Policy.

4. Therefore, the grievance filed by Ms. Kang is dismissed and her employment contract remains suspended.

13. As a result of this indefinite suspension by USAAS, Hiea-Yoon Kang will be prevented from serving as a coach at the 2024 Olympic Games, which is a protected competition.

14. Coach Kang received nothing from SafeSport even regarding the 2022 allegations, until after USAAS sent a notice to SafeSport regarding the allegations reported in the O.C. Register article in May 2024 and indefinitely suspended Coach Kang’s Contract. On June 18, 2024, the U.S. Center for SafeSport issued a Confidential Notice of Allegations (Case # [REDACTED]) *In re: Hiea-Yoon Kang*. The Notice provided to the Arbitrator is redacted but does list allegations of emotional and physical misconduct “[REDACTED]” that may violate the SafeSport Code (2021, 2022). Although the Center has authority to implement temporary measures (Code, Sec. XII) pending its investigation and resolution of the allegations, the redacted Notice did not indicate the Center had issued any temporary measures.

III. Summary of Party Contentions

A. **Claimant Kang**

Claimant Kang has asserted a claim under Section 9 of the USOC Bylaws, for violation of the statutory opportunity to participate in a protected competition. Claimant contends that despite previously advising her that she would be selected for this position, USAAS refused to name Ms. Kang as Olympic coach in violation of the Ted Stevens Olympic and Amateur Sports Act (hereinafter “Ted Stevens Act”), the USOPC Bylaws, USA Artistic Swimming’s own Bylaws, and the SafeSport Code.

Claimant also alleges that USAAS lacks authority to investigate or adjudicate the allegations that form the basis of its removal of Ms. Kang from her position as Olympic coach. Claimant alleges that the ASA, section 22054(a) confers exclusive jurisdiction on the Center to investigate and resolve abuse allegations. Further, NGBs cannot interfere in or attempt to influence any outcome of the Center. Claimant contends that USAAS lacked authority to issue temporary measures such as indefinite suspension because the Center had assumed exclusive discretionary jurisdiction in 2022. Further, had the Center imposed temporary measures, Coach would have been afforded an hearing on those actions before an independent arbitrator under the SafeSport Code, IXX.A.4.) Here, USAAS, and not Safesport, issued the temporary measures.

Claimant also submits that although she exhausted her administrative remedies, the hearing before the USAAS Panel does not preclude her right to seek relief under the ASA or Section 9 of the USOPC Bylaws.

Claimant requests that the arbitrator find that USAAS May 9, 2024 refusal to name Ms. Kang as Olympic coach, despite previously advising her that she would be selected for this position, violates the Ted Stevens Act, the USOPC Bylaws, USA Artistic Swimming's own Bylaws, and the SafeSport Code. Claimant requests to be named to the Paris 2024 Games Staff roster and is amenable to any safety measures the Arbitrator finds appropriate.

B. Respondent USAAS

Respondent submits that the Complaint should be dismissed should be dismissed for lack of subject matter jurisdiction, citing *Hamza v. US Fencing*, where the arbitrator upheld the termination of a coach's contract, even where the contract term ran through the Olympics, did not give rise to a denial of the opportunity to participate. Alternatively, the Complaint must be denied because USAAS' actions were authorized (1) under the terms of the at-will employment contract; (2) employment decisions do not infringe on Center jurisdiction; and (3) the Center had not asserted exclusive jurisdiction over the May 2024 allegations and thus USAAS was authorized to issue temporary measures which were warranted under the USAAS Safety Policy, SafeSport Code, and (4) not arbitrary, capricious, but rather justified in light of the severity of the allegations per the "Three Factors" in SafeSport Code Rule 40(E)

IV. Jurisdictional Matters and Standard of Review

A. Section 9 Subject Matter Jurisdiction

USOPC Arbitration Rule 19 authorizes the Arbitrator to rule on their own jurisdiction.

Acknowledging that the Center has exclusive jurisdiction over investigating and resolving any allegations regarding violation of the SafeSport Code, this arbitration did not address the merits, or lack thereof, of any allegations reported in the OC Register article or to SafeSport. This Section 9 hearing is authorized under the Ted Stevens Amateur Sports Act, the USOPC Bylaws, Arbitration Rules, relating to the alleged denial of the opportunity to participate in a protected competition. The Arbitrator has jurisdiction to resolve the parties' dispute, specifically, whether Respondent has denied Claimant the opportunity to participate under Section 9.2 of the USOPC Bylaws.

B. Standard of Review

The standard of review in Section 9 cases, is *de novo* in that the arbitrator provides an independent assessment of the evidence, testimony, and arguments that presented in this case, reviewing this dispute anew. I review this with no deference to the decision below, subject to the respective burdens of proof outlined below.

IV. Operative Award Findings

A. Section 9 Subject Matter Jurisdiction is Warranted in this Case

Respondent's Motion to Dismiss for Lack of Section 9 Subject Matter Jurisdiction is Denied. The *Hamza v. USFA*, AAA No. 77-190 E 00002 12 JENF, ¶ 27 (Feb. 9, 2012) case

cited by Respondent in support of the motion is inapposite here. The arbitrator in *Hamza* held that the termination of a coach's contract pursuant to its terms "does not rise to the level of a denial of the opportunity to participate," even though the contract ran through the Olympics. There, the coach had performance issues, which are not at issue in this case, and did not implicate SafeSport jurisdiction. Further, the arbitrator in *Hamza* did not state that Section 9 jurisdiction was lacking or that she was without authority to render such award. That a section 9 claim fails does not vacate jurisdiction which determination can be made by has to be set forth in a prima facie case in the Complaint. As USOPC Arbitration Rule 19 authorizes the Arbitrator to rule on their own jurisdiction, I accordingly rule that Section 9 jurisdiction is appropriate.

B. Section 9 and the Amateur Sports Act Apply to Kang's Complaint

Under the ASA, "No member of the [USOPC] may deny ... any Amateur Athlete the opportunity to participate in an upcoming Protected Competition ... [and] The [USOPC] will, by all reasonable means, protected the opportunity of an Amateur Athlete to participate **if selected (or to attempt to be selected to participate) in a Protected Competition**. In determining reasonable means to protect an athlete's opportunity to participate, the [USOPC] will consider its **responsibilities to the individual athlete(s) involved or affected, to its mission, and to its membership**. (Emphasis added).

In implementing this obligation, USOPC Bylaw 9.1 states that "Any reference to athlete in this Section 9 will also equally apply to any **coach**, trainer, manager, administrator or other official." Section 9.2 Denial of Opportunity to Participate also provided that "Any athlete who alleges they have been denied ... an opportunity to participate ... may seek to protect their opportunity to participate by filing a complaint with the corporation, and may make a subsequent demand for arbitration, all as set out in the USOPC Dispute Resolution Policy.

Claimant has the burden of proof to establish coverage under the ASA and Section 9. This standard is in accordance with Section 9 jurisprudence generally requiring the Claimant to prove that [the NGB] violated applicable federal or state laws (e.g., Ted Stevens Olympic and Amateur Sports Act)." *See Hyatt v US Judo*.

A Section 9 Claim involves three elements (a) the athlete/coach was "selected or attempt to be selected" to participate; (b) in a Protected Competition; and (c) the [NGB] [wrongfully] denied them the opportunity to participate. Accordingly, Coach Kang must establish that (a) she is "covered" within the meaning of section 9; (b) in a Protected competition; and (c) wrongfully denied the opportunity to participate.

Here, the parties stipulate that the Paris 2024 Olympic Games are a "Protected Competition." Second, the Claimant met its burden in establishing that Ms. Kang was a "coach" selected to participate in the Paris 2024 Games. Although the Hearing Panel said the ASA did not apply because Kang was an Independent Contractor under an at-will "employment" contract and had "Expectation" to be named to the Olympic coaching staff, the evidence showed that her name had been submitted/nominated, and but for the OC Register article, Kang was going to coach at the Olympic Games.

Finally, Claimant has to show that the denial of her opportunity to participate was arbitrary, irrational, or unlawful. Here, Claimant has alleged that the USAAS denied the opportunity for a hearing, which was belatedly but ultimately provided in the Hearing Panel administrative hearing. Claimant also alleges, however, that the USAAS was without authority to issue temporary measures, including the suspension, due to the Center's exclusive jurisdiction over allegations involving SafeSport Code violations. Claimant further alleges that Scott Reid has serially reported scandals involving NGBs later proven unfounded, and that some NGBs have not suspended coaches while SafeSport allegations remained pending. For the reasons set out in the analysis below, the Arbitrator finds that Claimant has not established USAAS wrongfully denied her an opportunity to participate in the Paris 2024 Games.

C. USAAS's Issuance of Temporary Measures Was Not Unlawful or Arbitrary and Capricious

A determination of whether USAAS's issuance of temporary measures in the form of the indefinite suspension was unlawful, or arbitrary and capricious, and therefore a denial of Coach Kang's statutory right to participate in the Paris 2024 Games, involves an analysis of the ASA's interaction with the SafeSport Code and Center's exclusive jurisdiction.

As noted, in this Section 9 arbitration, the arbitrator is not reviewing the underlying allegations within the exclusive jurisdiction of Safesport. USOPC DRU Policy Section 2.J. SafeSport Violation ("An allegation or decision concerning a SafeSport rule violation that is either accepted under the jurisdiction of the U.S. Center for SafeSport (USCSS) or adjudicated by the USCSS ... is not reviewable through or the subject of Section 2 of this policy.")

Here, the question is when allegations are reported and pending (even for an extremely long duration without communication to the parties) and newer allegations are reported, does the NGB have authority to take action?

1. Does USAAS have authority to impose Temporary Measures, including suspension of athlete or coach, pending US Center for Safesport investigation?

a. NGB Burden of Proof to Establish Authority to Issue Temporary Measures

Claimants v. Taekwondo addressed a similar question "[r]egarding the scope of the U.S. Center for SafeSport ("Center")'s exclusive authority over alleged sexual abuse allegations in Olympic sports; a National Governing Body ("NGB")'s authority to impose interim measures to protect the safety of its athletes, including an indefinite suspension of those accused of sexual misconduct pending final disposition of these allegations by the Center or their arbitral or judicial resolution; and the procedural rights of NGB members (e.g., athletes or coaches) accused of sexual misconduct."). The Arbitrator indicated that the NGB has the burden of proving by a preponderance of evidence that it had authority to impose interim measures on its athletes and coaches pending final disposition of an alleged SafeSport violation. While *Taekwondo* involved interpretation of the 2018 SafeSport Code, whereas this case involves application of the 2023 Code in effect at the time of Claimant's suspension, the burden of proof aspect does not change. Accordingly, USAAS has the burden of proof to establish it had authority to issue temporary measures, including indefinite suspension, when SafeSport has exercised jurisdiction.

Here, the Center took jurisdiction over the original allegations against Claimant in 2022. Yet the Center issued no notice, communication, or temporary measures until it issued only a Notice of Allegations on June 18, 2024, and *after* USAAS reported the May 2024 OC Register article allegations. The Center's June 2024 Notice of Allegations to Ms. Kang references a 2022 case number, however it is unclear whether this 2022 exercise of jurisdiction thereby encompassed the new allegations such as those that came to light in the OC Register article in May 18, 2024.

SafeSport took no action for over 16 months over the original allegations. USAAS said those allegations were relative minor and found no reason to take action based on the then single allegation. SafeSport does not have a process for an NGB to seek an emergency temporary measures hearing with SafeSport when new allegations arise. USAAS CEO expressed the concern he faced in the position of letting a coach with serious abuse allegations represent USAAS and potential risks to athletes and the organization. USAAS CEO testified that the May 2024 allegations involved dramatically more serious allegations involving multiple athletes and multiple alleged instances of misconduct. USAAS sought guidance from the Center and understood they could take employment action despite a case pending with the Center.

b. USAAS Established it Had Authority to Impose Interim Measures to Protect Safety of its Athletes

The Center has exclusive jurisdiction regarding matters in which it accepts jurisdiction, and NGBs are precluded from investigating this matter. However, **Section V of the 2023 Code** states:

A. Before the Center expressly exercises jurisdiction over particular allegations regarding a particular Participant, the relevant organization [NGB] has authority to implement necessary and appropriate measures, up to and including a suspension to address any allegations of misconduct.

B. When the [NGB] has reason to believe the allegations presented fall within the Center's exclusive jurisdiction, the organization – while able to impose measures – may not investigate or resolve those allegations.

D. The Center will issue a Notice of Exercise of Jurisdiction to the [NGB] when the Center determines it has jurisdiction over an allegation of Prohibited Conduct. When the Center expressly exercises jurisdiction **over particular allegations** regarding a particular Participant, the [NGB] cannot issue – in response to those allegations – a suspension or other restriction that may threaten or deny a Respondent's opportunity to participate in sport. The [NGB] may implement any necessary safety plan(s) or temporary measure(s).

The 2024 Center Noteworthy Revision clarify an NGB's right to take employment actions.

Although addressed to the SafeSport temporary measures process, Section XII(A)(2) of

the 2023 SafeSport Code states that when implementing temporary measures, the Center must evaluate whether:

- (i) the measure is reasonably appropriate based on the seriousness of the allegations and the facts and circumstances of the case;
- (ii) the measure is reasonably appropriate to maintain the safety or well-being of the Claimant, other Athletes, or the sport community; or
- (iii) the allegations against the Respondent are sufficiently serious that the Respondent's continued participation in the sport could be detrimental to the best interest of sport and those who participate in it. ("Three Factors")

SafeSport has yet to take such action, and given the near two years it has sat on the 2022 complaint, USAAS reported the 2024 allegations and could not investigate the allegations per the Code. However, the CEO testified that USAAS considered it urgent to address the "new" May 2024 allegations to protect the safety and wellbeing of the athletes and organization and that it had authority to take employment action of Coach Kang. *Claimants v. USA Taekwondo, Inc.*, AAA Case. No 01-19-0000-5335 (Mar. 19, 2019) (NGBs have the authority to impose temporary measures, including suspensions, pending the Center's final resolution of the allegations). Mr. Andrasko expressed the same concerns that the Hearing Panel expressed that:

[G]iven the high-profile media coverage of abuse allegations that were under ongoing investigation, USAAS had reason to believe that Ms. Kang's continued employment with the Senior National Team Coaching Staff would raise concerns with respect to item (ii) above. **Extensive media coverage of abuse allegations of a coach in an Olympic year would potentially endanger the psychological safety of the Olympic team Athlete Safety Policy was the basis for their suspension of the contract.**

The temporary measures were within the "Three Prongs" due to the severity of the allegations, however unproven at this time. USAAS was within its authority to issue the temporary measures in connection with the May 2024 allegations. The Center had not expressly exercised jurisdiction over these new allegations. Further the 2024 SafeSport Code clarifies that after the Center takes jurisdiction over allegations, "The relevant organization may implement any necessary safety plan(s), temporary measure(s), or make employment or membership decisions . . .", indicating that USAAS had authority to suspend the Agreement.

c. The Temporary Measures Here Were Not Irrational, Arbitrary or Capricious

The Center for SafeSport is an independent organization with exclusive jurisdiction over the investigation and resolution of allegations of sexual misconduct and other forms of abuse within Olympic and Paralympic sports. When an allegation of misconduct is made, the Center is charged with conducting investigations and has the authority to issue temporary measures, such as suspensions, to protect athletes and ensure a safe environment. Once the Center accepts jurisdiction, the NGB is required to defer to the Center's processes and decisions regarding the investigation and resolution of the matter.

However, while the Center for SafeSport has exclusive jurisdiction over the investigation and final determination of these cases, it does not completely divest NGBs of their authority to

take temporary measures, such as suspensions, to protect athletes and ensure a safe environment while the Center's investigation is ongoing or just stalled. USAAS did so in this case, also in line with its own Athlete Safety Policy to safeguard participants and to ensure the safety and well-being of athletes. As a practical and policy matter, an NGB knowing of serious allegations of misconduct of one of its coaches cannot sit and wait potentially years for the Center to respond.

ACCORDINGLY, The Arbitrator Rules for this Operative Award that

A. Claimant's requested relief to be named to the Paris 2024 USAAS Coaching Staff is Denied.

B. Claimant's request for a less restrictive temporary measure (i.e., "requiring that all of her activities as Olympic team coach be under the supervision / observation of another adult Participant") or chaperone is not tenable at this time.

C. The Reasoned Decision, along with determination of costs and fees, will follow within 30 days.

D. This Award shall be in full and final resolution of all claims and defenses submitted to this Arbitration. The Arbitrator has considered all the arguments made by the parties, whether they are specifically referenced in this Award. All claims not expressly granted herein are hereby denied.

IT IS SO AWARDED.

Dated: July 19, 2024

Maureen Weston

Arbitrator