

AMERICAN ARBITRATION ASSOCIATION

DEBRA LEMMONS,

CLAIMANT,

V.

Case No. 01-19-0004-2218

**UNITED STATES EQUESTRIAN
FEDERATION,**

RESPONDENT.

Summary And Interim Ruling On Claimant's Demand For Arbitration

The Hearing in this matter was held telephonically and concluded on December 12, 2019. Claimant and Respondent participated. Since Claimant is facing time deadlines today regarding her registration for the Greenway Gallaway event to be held on December 20 – 23, 2019, this Arbitrator sets forth these essential holdings now regarding the Allegations set forth in her December 3, 2019 Demand For Arbitration (“Demand”). These will be followed shortly by a reasoned decision.

Overall Ruling. Claimant's claims in her Demand are denied.

Jurisdiction. This Arbitrator finds and concludes there is jurisdiction to hear and decide all of the claims set forth in Allegations I, II, and III of Claimant's Demand because they are arbitrable under United States Olympic & Paralympic Committee (“USOPC”) ByLaws. All of the Allegations commonly claim that Respondent is, directly or indirectly, denying or threatening to deny Claimant the opportunity to participate in the 2020 FEI WEC, which is a World Championship. Therefore, the Allegations satisfy the tests under ByLaw Sections 9.1 and the definition of a “protected competition” in Section 1.3(w)(1). However, this Arbitrator finds and concludes that the claims set forth in Allegation I which relate specifically to the Greenway

Gallaway event are not arbitrable and that this Arbitrator lacks jurisdiction to decide that specific piece. That specific claim falls outside the cited ByLaws.

Notwithstanding that specific absence of jurisdiction on Allegation I, this Arbitrator must also decide the merits of Allegation I because the Membership Agreement issues raised in Allegation I carry over to Allegations II and III, as the agreement and application addressed in Allegations II and III require USEF membership and/or agreement with the terms and conditions that Claimant contends in Allegation I are improper, unreasonable and inequitable in the Membership Agreement. For that reason also, a complete ruling on Allegations II and III requires an underlying decision on Allegation I.

Merits. This Arbitrator finds and concludes that the release, assumption of risk, waiver, and indemnification clauses in the Membership Agreement were and are allowed by Federal law, by USOPC ByLaws and Policies, and by USEF Rules. This Arbitrator also finds and concludes: (i) those terms and conditions strike a reasonable balance between the rights and obligations of the athletes and the USEF, (ii) those terms and conditions are set forth clearly, and (iii) those terms and conditions are applied consistently. The inclusion of such terms and conditions does not unfairly deny or threaten to deny Claimant the opportunity to participate or to attempt to qualify for selection to participate in protected competitions. These findings and conclusions apply to all Allegations.

This Arbitrator further finds and concludes that the fee-shifting provision in the Membership Agreement's Forum Selection Clause is similarly allowed by the sources listed above and is also a reasonable balance of the rights and obligations of the athlete and USEF. The inclusion of such terms also does not deny or threaten to deny Claimant the opportunity to

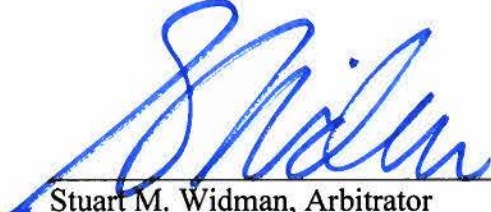
participate or to attempt to qualify for selection to participate in a protected competition. These findings and conclusions also apply to all Allegations.

This Arbitrator additionally finds and concludes that the terms and conditions in the Horse Loan Agreement (“HLA”) regarding the care of the horse and other aspects (other than the release, etc. which are addressed above) are a reasonable balance of the rights and obligations of the horse owner and USEF in order to prioritize the welfare of the horse, and they do not threaten to deny Claimant the opportunity to participate in the 2020 FEI WEC. Also, the absence of more specific provisions regarding expenses and other logistics about the horse does not make the HLA vague and ambiguous. These findings and conclusions apply to Allegation II.

Costs, Expenses, And Attorneys’ Fees. Both sides are to pay their respective costs and expenses of this Arbitration, as well as their respective attorneys’ fees.

This Ruling shall remain in full force and effect until such time as a FINAL AWARD is rendered.

DATED: December 13, 2019



Stuart M. Widman, Arbitrator