

AMERICAN ARBITRATION ASSOCIATION**COMMERCIAL ARBITRATION TRIBUNAL**

In the Matter of the Arbitration between

Re: 77 190 00029 96

Curt Bader & Chris Ball

vs.

United States Canoe & Kayak Team (USC&KT)

- San Diego, California

ADMINISTRATOR: Kimberly L. Emerson

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and Amateur Sports Act of 1978, and having been duly sworn and having duly heard the proofs and allegations of the parties, FIND as follows:

Curt Bader ("Bader") and Chris Ball ("Ball") were discriminated against on the basis of sex when Coach Hatch, an employee of the United States Canoe and Kayak Team ("USC&KT") discriminated in favor of two female team members and against Bader and Ball.

Under the doctrine of Respondent Superior, the USC&KT is liable for the discriminatory acts of Coach Hatch who was in a position of power and authority over Bader and Ball.

Under Article IX and under Article XIII the parties have the right to submit their dispute to binding arbitration under the rules of the American Arbitration Association ("the Association"). Nothing in Article IX, Article XIII or the rules of the Association which were in effect for the period at issue limit the award of monetary damages. The arbitrator does not have the authority to place Bader and Ball back on the 1995 Team. Monetary damages are the only relief that can be provided.

Therefore, I AWARD as follows:

USC&KT shall pay to Bader the sum of Four Thousand Three Hundred Ten Dollars and No Cents (\$4,310.00) for his claim.

USC&KT shall pay to Ball the sum of Three Thousand Eight Hundred Ten Dollars and No Cents (\$3,810.00) for his claim.

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The administrative fees and expenses of the Association totaling \$2,791.92 shall be borne by USC&KT. Therefore, USC&KT shall pay to Bader and Ball the sum of \$1,387.96 representing that portion of Bader and Ball's share of administrative fees and expenses previously paid to the Association.

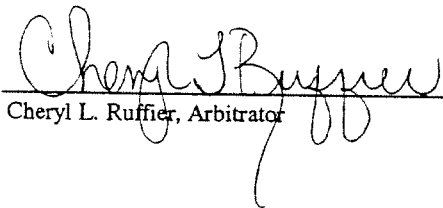
The compensation of the arbitrator totaling \$1,550.00 shall be borne by USC&KT. Therefore, USC&KT shall pay to Bader and Ball the sum of \$775.00 representing that portion of Bader and Ball's share of arbitrator compensation previously advanced to the Association.

Postponement fees shall be borne by the party requesting same.

The above sums are to be paid on or before 30 days from the date of this Award.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are, hereby denied.

SIGNED:


Cheryl L. Ruffier, Arbitrator

DATED: 11.18.97

AWARD

Issue no. 1: Were Mr. Bader and Mr. Ball discriminated against on the basis of sex?

Decision: Yes. Coach Hatch, an employee of the United States Canoe and Kayak Team discriminated in favor of two female team members and against Mr. Bader and Mr. Ball. Coach Hatch was verbally abusive to Mr. Ball. He failed to disclose material information concerning the performance of Mr. Ball and Mr. Bader to the Selection Committee and in one instance gave false information when he reported Mr. Bader and Mr. Ball had refused to try for a faster time on the deadline date because of calm conditions. Despite the fact they had made a faster qualifying time than two female team members, the males were denied a place on the team and the females were granted a place on the team.

Unlike his treatment of Mr. Bader and Mr. Ball, Coach Hatch showed preferential treatment for two female members of the team. He would travel to Newport to personally coach these women, he allowed them to stay in his house, he recommended they be placed on the team despite the fact they had not made the qualifying times.

Coach Hatch did not testify to rebut the contentions of Mr. Bader and Mr. Ball. The members of the selection committee who testified admitted they were not present at the selection camp and relied on information provided by Coach Hatch. Greg Barton testified he was not aware that Mr. Bader and Mr. Ball had raced a strategic race at the selection camp. He admitted he relied on what Coach Hatch told him.

Helen Collins testified that what happened to Mr. Bader and Mr. Ball was not fair and that Coach Hatch had been replaced.

Nevertheless, under the doctrine of Respondent Superior, the US Canoe and Kayak team are liable for the discriminatory acts of Coach Hatch who was in a position of power and authority over Mr. Bader and Mr. Ball.

Issue No. 2: What are the damages to Mr. Bader and Mr. Ball?

Decision: Under Article IX and under Article XIII the parties have the right to submit their dispute to binding arbitration under the rules of the American Arbitration Association. Nothing in Article IX, Article XIII or the Rules of AAA which were in effect for the period at issue limit the award of monetary damages. The Arbitrator cannot place Mr. Bader and Mr. Ball back on the 1995 Team. Monetary damages are the only relief that can be provided.

Accordingly, Mr. Bader is awarded the sum of \$4310.00 against the U.S. Canoe and Kayak Team and Mr. Ball is awarded the sum of \$3810.00 against the U.S. Canoe and Kayak team.

Claimants are also awarded their AAA administrative fees,
arbitrator's compensation and expenses of the arbitration.

Very truly yours,

NUGENT & NEWNHAM


Cheryl M. Ruffier

CMR/nu