

AMERICAN ARBITRATION ASSOCIATION
ARBITRATION TRIBUNAL

COPY

In the Matter of the Arbitration between

Members of the U. S. Men's National Soccer Team

and

United States Soccer Federation, Inc.

Case Number: 30-190-00326-96

EX-PARTE AWARD OF THE ARBITRATOR

I, the undersigned arbitrator, having been designated in accordance with the arbitration agreement contained in the Constitution and Bylaws of the United States Olympic Committee and the Amateur Sports Act entered into by the above-named parties, providing for arbitration pursuant to the Rules of the American Arbitration Association, do AWARD as follows:

1. This matter is arbitrable, pursuant to the 1996 U. S. Olympic Committee Constitution and Bylaws, Article IX "Right of Opportunity to Participate in Certain International Amateur Athletic Competitions", Section 2. This section specifically states, "The athlete may submit to the AAA for binding arbitration."

2. The Arbitrator determines that due to the short time available between the controversy arising, Friday October 11, and the date of the soccer game in question, Wednesday, October 16, 1996, that it was necessary for the AAA to expedite such arbitration and that compliance with regular procedures would not be likely to produce a sufficiently early decision by the AAA to do justice to the affected parties.

Accordingly, a preliminary telephone conference was held from approximately 11:30 a.m. to 12:30 p.m., Eastern time, on October 14, 1996, to address various procedural matters. The decision coming out of said conference was summarized by letter and faxed to the attorneys. A copy of said letter is attached hereto as Attachment A.

These procedures are authorized by Title IX, Section 2.

3. A telephonic arbitration hearing was held October 14, 1996, at approximately 4 p.m. and ending at approximately 6:00 p.m.. Mr. Batterman told the AAA administrator verbally and confirmed by faxed letter that he did represent the respondent U. S. Soccer Federation and that neither he nor the USSF would participate in the telephone arbitration.

The hearing proceeded and argument and evidence was presented by the claimants.

4. Based on the argument and evidence, it is found that the dispute is arbitrable pursuant to Article IX, Section 1 of the U. S. O. C. Constitution and Bylaws.

5. It is further found that the competition in Peru on October 16, 1996 is a "protected competition" within the meaning of U. S. O. C. Constitution and Bylaws, Article 1, Section 2 (G).

6. That the ten athletes (Brad Friedel, Joe-Max Moore, Eric Wynalda, Marcelo Balboa, Mike Burns, Paul Caligiuri, Jason Keris, Brian McBride, Miles Joseph and Brian Maisonneuve) who filed the Demand for Arbitration were denied an opportunity to compete in a protected competition within the meaning of Article IX, Section 1. On Thursday, October 10, 1996, they were selected and offered a chance to compete for the U. S. team against Peru on October 16, 1996. On Friday, October 11, 1996, they were taken off the team.

The only evidence before the arbitrator as to why the athletes were taken off the team is that the USSF was unhappy with an attorney. There was no evidence of misconduct on the part of the athletes, nor even any evidence that the coach changed the selection of the athletes based on the availability of better athletes.

7. Therefore, it is ordered and declared:

A. The ten claimants are declared members of the U. S. National Soccer Team selected by the respondent, USSF, competing against Peru October 16, 1996 or on such other date as the game may be played.

B. That these ten claimants be given the opportunity to play in said game based upon their soccer skills and that these athletes be treated as the other athletes in that game are treated with regard to fees, expenses and all other matters.

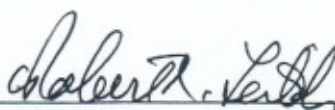
C. That there not be any retribution against these ten athletes because they brought this action or because they either did not sign or did (or did attempt to) renounce a contract (longer than a one game contract) with USSF.

D. That the Arbitrator specifically declines to make any ruling upon the contract; that if arbitration is appropriate for this matter, that it is not so urgent as to require the use of the procedures used in this hearing under the authority of Title IX, Section 2.

E. That the Respondent, USSF, is responsible for all of the administrative fees of the American Arbitration Association and the compensation of the arbitrator. Said fees and expenses shall be paid as directed by the Association.

This Award is in full settlement of all claims submitted to this arbitration, except as set out above.

Date: October 14, 1996


Robert N. Leitch, Arbitrator