

AMERICAN ARBITRATION ASSOCIATION
Arbitration Tribunal

In the Matter of the Arbitration between

STEPHON M. FLENOY

AND

AWARD OF ARBITRATOR

USA TRACK & FIELD

CASE NUMBER: 30 190 206 97

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the Arbitration Agreement entered into by the above-named parties and having been duly sworn and having duly heard the proofs, allegations and evidence of the parties, hereby FIND as follows:

The findings of the arbitrator are set forth in the attached 11 pages from the stenographic record of the proceedings conducted on June 11, 1997.

Therefore, I AWARD as follows:

STEPHON M. FLENOY is hereby immediately reinstated to compete as an athlete in the 1997 Track and Field National Championships in Indianapolis, Indiana and shall remain eligible to compete in sanctioned events unless and until there is a finding, after fair notice and an opportunity for a hearing consistent with the requirements of Section 201(b)(b) of the Amateur Sports Act of 1978, that STEPHON M. FLENOY has committed a disqualifying offense.

As a condition of said reinstatement, STEPHON M. FLENOY must submit to any drug testing reasonably requested during or after the National Championships.

USA TRACK & FIELD shall pay STEPHON M. FLENOY the sum of SIX HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$655.00) for attorney travel expenses within thirty (30) days from the date of this Award.

The administrative fees and expenses of the American Arbitration Association totaling FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) shall be borne entirely by USA TRACK & FIELD. Therefore, USA TRACK & FIELD shall pay to STEPHON M. FLENOY the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) for that portion of his share of administrative fees and expenses previously advanced by STEPHON M. FLENOY to the Association.

The compensation and expenses of the arbitrator totalling TWO THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$2,227.00) shall be borne entirely by USA TRACK & FIELD. Therefore, USA TRACK & FIELD shall pay to STEPHON M. FLENOY the sum of ONE THOUSAND SEVENTY-SEVEN DOLLARS AND NO CENTS (\$1,077.00) for that portion of his share of the arbitrator's compensation and expenses previously advanced by STEPHON M. FLENOY to the Association.

This Award is in full settlement of all claims submitted to this arbitration.



Ronald Lee Gilman, Arbitrator

Date: July 1, 1997

State of Tennessee
County of Shelby

I, Ronald Lee Gilman, do hereby affirm my oath as arbitrator that I am the individual described in and who executed this instrument, which is my Award.

July 1, 1997
Date

Ronald Lee Gilman
Signature of Arbitrator