

IN THE ARBITRATION TRIBUNALS OF  
THE  
AMERICAN ARBITRATION ASSOCIATION

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**In the matter of the Arbitration between )  
Shani Davis, Petitioner )  
And )  
United States Speedskating, Respondent )**

**Case No 30 190 00905 99**

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I, Daniel T. Burns, 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 and allegations of the parties, and having previously rendered an Award dated March 31, 2000, and Cherie Davis on behalf of the Petitioner having filed applications dated April 5, 2000, and April 11, 2000, for modification of the award, do hereby DECIDE as follows:

That due to an administrative error by the Arbitrator after the close of the Hearing, expenses of \$75.00 were erroneously charged to Petitioner, and to correct this error by the Arbitrator, the second paragraph under AWARD in the March 31, 2000 Award is modified to read as follows:

**Each party shall bear its own witness and attorney fees, and other costs incurred in this arbitration, except petitioner shall pay the fees of the American Arbitration Association of \$631.50, and Arbitrator Wendt's fees and expenses of \$600.00. The total amount to be borne by petitioner shall be \$1,231.00, of this amount, \$731.50 shall be paid by Shani Davis to U.S. Speedskating, representing \$131.50 of the fees and expenses of the Association, and \$600.00 Arbitrator's fees and expenses, both advanced to the Association by U.S. Speedskating.**

In all other respects my Award dated March 31, 2000 is confirmed as in full force and effect and finally dispositive of all claims in this arbitration.



### 3. With regard to the Panel Decision of August 15, 1999:

Panel Findings 1, 2,3, 4, and 5, beginning on page 2, are within the authority and discretion of the Panel, and demonstrate a thorough review and focus on the relevant issues. Finding 2 contains what is apparently an erroneous fact about Petitioner's status as a student at Lake Placid High School, which appears to be favorable to Petitioner, and resolution of which is not necessary to this Award; and

Panel Finding 6 has not been appealed by either Petitioner or Respondent. To the contrary, this finding has been implemented, accepted, completed, used, and argued to various degrees by both parties as the opportunities to improve or advantage themselves were presented.

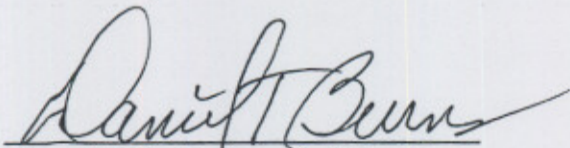
### **AWARD:**

Based on the FINDINGS, Petitioner's claim is denied in all respects. Any concerns regarding the authority of grievance panels convened under the By-Laws should be addressed in the By-Laws.

Each party shall bear its own witness and attorney fees, and other costs incurred in this arbitration, except Petitioner shall pay the fees of the American Arbitration Association of \$631.50, and the Arbitrators' fees and expenses of \$675. The total amount to be borne by Petitioner shall be \$1,306.50. Of this amount, \$806.50 shall be paid by Shani Davis to U.S. Speedskating, representing \$131.50 of the fees and expenses of the Association, and \$675 Arbitrators' fees and

All claims not expressly granted in this arbitration are hereby DENIED.

This Award is in full settlement and adjudication of all claims presented in this arbitration.

A handwritten signature in black ink, appearing to read "Daniel T. Burns". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Daniel T. Burns/Arbitrator

Date: March 31, 2000