

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Re: 30 190 00162 00
Shane Parker
-and-
United States Olympic Committee
and
National Archery Association

ADMINISTRATOR: Dale Culpepper

DECISION AND AWARD

This matter came on for preliminary hearing by telephone on July 21, 2000 and hearing on July 25, 2000. All parties were represented by counsel.

On July 21, 2000, the arbitrator ruled that he would, pursuant to AAA Rule R-8(c), defer ruling on the jurisdictional objection of the United States Olympic Committee ("USOC") until a ruling on the merits. Oral argument (and an offer of proof concerning the scope of USOC's investigation of the underlying matter) was heard on July 25, 2000.

On July 25, 2000, Exhibits 1 and A-FF were introduced and admitted into evidence. Claimant, Shane Parker, presented in person himself and the following witnesses: Wilbern Wooten and Rick McKinney. Respondent National Archery Association ("NAA") presented: by telephone, over objection to telephonic testimony, Jo

Malahy, Lloyd Brown, M. J. Rogers, and in person, Ruth Rowe. Pre-hearing briefs were filed by all parties.

On July 27, 2000 NAA moved to introduce a videotape into evidence. In light of the need for very prompt ruling and considering the timing of the proffer along with the lack of contention that the videotape is of extraordinary importance, the motion is denied.

Having considered the matters presented, the arbitrator rules as follows:

1. The Motion to Dismiss the USOC is granted. It has not signed an agreement for arbitration. The governing statute, known as the Ted Stevens Olympic and Amateur Sports Act, 36 USC 220501, *et seq.*, does not make the USOC a party to an arbitration at this stage of an athlete's grievance or claim. The constitution of the USOC does provide that an athlete may submit to the AAA "for binding arbitration, a claim against such USOC member documenting the alleged denial" of the athlete's rights by that member. Article IX, Section 2. Here the member is the NAA, and it is subject to arbitration, but not the USOC. As if, and when an athlete complains of a denial by the USOC of some act it is required to perform, there are other provisions in its Constitution (or the Act) which permit arbitration of such a dispute. However, no such claim is raised here and any such contention is, at best, speculative and premature. Therefore, the USOC should be dismissed from this arbitration.

2. With respect to Mr. Parker's claim against the NAA, it is not clear what standard of review is required. The language of the USOC constitutional provision does

not expressly set forth a standard of review, nor do NAA bylaws or the AAA rules.

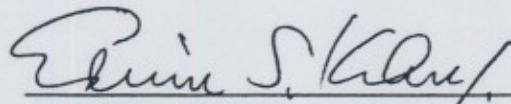
There is case law which implies a scope of review deferential to the findings of the NAA Board of Justice and Board of Governors, but the AAA rules imply *de novo* review. To avoid any danger that the process impairs an athlete's rights, the arbitrator employed the *de novo* standard of review.

3. Mr. Parker claims that the NAA Board of Governors' December 6, 1999 decision (based on the Board of Justice findings, conclusions and recommendation) was improper or wrongful. It suspended him from the NAA with the loss of all associated privileges from August 20, 1999 through December 31, 2000, necessarily resulting in, among other things, the loss of his eligibility to compete in the 2000 Olympics and his removal from the NAA Resident Athlete Program. As the claimant, Mr. Parker had the burden of persuasion to prove by a preponderance of the evidence that the NAA action was improper or wrongful. He has not met that burden. Accordingly, his claim is denied.

Accordingly, it is the Order of the arbitrator that:

1. NAA's motion to introduce a videotape into evidence is denied.
2. The USOC is dismissed from this action for lack of jurisdiction of the AAA over it in this proceeding.
3. The claim of Shane Parker against NAA is denied.
4. Each side shall bear its own costs and fees. However, the Respondents' share of the costs and fees are apportioned 90% to the NAA and 10% to the

USOC, based on the arbitrator's estimate of time involved with respect to each respondent.


EDWIN S. KAHN, Arbitrator

Dated: July 27, 2000