

AMERICAN ARBITRATION ASSOCIATION

IN RE THE MATTER OF :
LISA RAYMOND, : CASE NO. 30 190 478 00
Claimant, :
v. : AWARD OF ARBITRATOR
UNITED STATES OLYMPIC COMMITTEE; :
UNITED STATES TENNIS ASSOCIATION; :
AND SERENA WILLIAMS, an individual, :
Respondents :

I, the undersigned arbitrator, having been designated in accordance with the arbitration provisions of applicable federal law and the United States Olympic Committee ("USOC") constitution, bylaws and mandatory procedures, and having been duly sworn and having duly heard and fully considered the proofs, allegations and evidence of the parties, hereby FIND and AWARD as follows:

FINDINGS

1. This matter is before this arbitrator pursuant to the demand of Claimant, Lisa Raymond, for review of the process used to select the athletes to represent the United States as members of its women's tennis team (the "Team") in the 2000 Olympic Games. A hearing in this matter was held in New York City on August 21, 2000.

2. Respondent United States Tennis Association ("USTA") is the national governing body for the sport of tennis. Respondent Serena Williams is the fourth member of the Team, the designated doubles player. It is that position which Claimant, as the top-ranked American doubles player, is contesting.

3. The USTA Olympic Games Athlete Selection Procedures (the "Procedures") called for nomination to the Team based strictly on ratings, without discretion.

4. The Procedures were approved by the USOC, but were not timely published or promulgated to eligible players.

5. The selection procedures for prior Olympic tennis teams appear to have differed from the Procedures in that both discretionary and differentiated "doubles specialist" criteria were allowed.

6. By letter of March 13, 2000, Claimant and other eligible players were finally, but unclearly, informed of the selection process.

7. Claimant was misled by USTA's untimely and ill-considered communications as to the standards to be followed in nominating Team members. The Team's coach, Ms. King, was also misinformed as to the Procedures, and the USTA knowingly allowed her public (and inaccurate) statements on that topic to stand uncorrected.

8. Indeed, on July 6, 2000, USTA compounded its earlier misfeasance by providing Ms. King with selection instructions for

the Team that improperly delegated discretionary authority to her, alone, and that otherwise departed from the Procedures.

9. The "Confidential Memorandum" of July 6, 2000, prepared and reviewed by USTA's senior management, was in flagrant violation of USOC requirements, the Procedures and the fundamental principles of open, fair and objective Olympic Team selection.

10. Ms. King was not aware that USTA had no right to allow her to exercise any discretion, or to select any member of the Team except in strict adherence to the Procedures.

11. As it happened, Ms. King and USTA designated the four top ranked U.S. players for the Team, in accordance with the letter, if not the spirit, of the Procedures. Respondent Williams was, therefore, properly named to the Team.

12. This panel has no choice but to uphold the Procedures and to confirm the Team as it is presently constituted. There is no remedy available to Claimant beyond the full reimbursement of all costs offered by Respondent USTA to both her and Ms. Williams. The latter is, as Claimant and her counsel have stated from the onset, as blameless in this unfortunate process as Ms. Raymond herself.

AWARD

Therefore, based on the above findings, the claim is DENIED, except as set forth below:

A. The fees and expenses of the American Arbitration Association (the "Association") shall be borne entirely by Respondent USTA, and paid as directed by the Association;

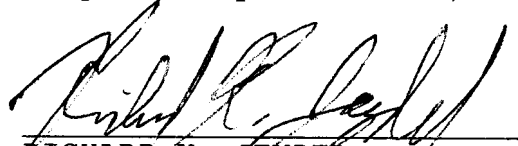
B. The fees and expenses of the arbitrator shall be borne entirely by Respondent USTA, and paid as directed by the Association; and

C. The attorneys' fees and costs of Claimant and Respondent Williams shall be paid by Respondent USTA, as agreed at the hearing, and for which limited purpose this arbitrator will retain jurisdiction; and

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

Dated: August 24, 2000

Respectfully submitted,


RICHARD K. JEYDEL