

**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

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In the Matter of the Arbitration between

UNITED STATES ANTI-DOPING AGENCY (USADA),

**Claimant**

and

SAM TIERNEY,

**Respondent**

Re: AAA Case No. Case 01-16-0002-4207

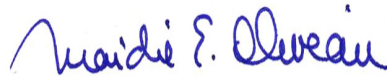
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**OPERATIVE AWARD**

Pursuant to the American Arbitration Association's (AAA) Commercial Arbitration Rules as modified by the American Arbitration Association Supplementary Procedures for the Arbitration of Olympic Sport Doping Disputes as contained in the Protocol for Olympic and Paralympic Movement Testing Effective as revised January 1, 2015, pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 USC 22501, *et seq.*, an expedited evidentiary hearing was held by telephone on June 20, 2016, before Maidie Oliveau, as sole arbitrator (the **Arbitrator**). By order of the Arbitrator after considering the views, submissions, arguments, and evidence of the parties, and consistent with the request for an expedited decision, the Arbitrator determines in operative part as follows:

- A. The parties stipulated that Respondent ingested a beta-2 agonist, which is a Specified Substance pursuant to S3 of the 2016 WADA Prohibited List, and is an anti-doping rule violation under Article 2.2 of the 2015 version of the WADA Code, for Use of a Prohibited Substance;
- B. Respondent has sustained his burden of proof under Article 10.5.1.1 of the WADA Code to qualify for a reduction in his period of ineligibility, to the minimum required under such Article: a reprimand and no period of ineligibility;
- C. The anti-doping rule violation did not take place in-competition, thus there is no disqualification of results under Article 9 of the WADA Code;

- D. The parties shall bear their own attorneys' fees and costs associated with this arbitration;
- E. The administrative fees and expenses of the American Arbitration Association, and the compensation and expenses of the Arbitrator, shall be borne by USADA and the United States Olympic Committee;
- F. This Award shall be in full and final resolution of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.



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Maidie Oliveau  
Sole Arbitrator  
Dated: June 22, 2016