

BEFORE NEW ERA ARBITRATION

CASE NO. 26031903

In the Matter of the Arbitration Between:

UNITED STATES ANTI-DOPING AGENCY (“**USADA**” or “**Claimant**”),

Claimant

v.

ADAM MILLER (“**Mr. Miller**” or “**Respondent**”),

Respondent.

FINAL AWARD

I, THE UNDERSIGNED ARBITRATOR, having been duly designated and sworn, and having duly considered the allegations, arguments, submissions, proofs, and evidence submitted by the Parties, does hereby FIND and AWARD as follows:

I. INTRODUCTION

- 1.1 This case arises not from a positive test, but from Respondent’s failure to comply with the athlete whereabouts obligations that attach to inclusion in a USADA Registered Testing Pool (“RTP”). After being placed in the RTP on November 12, 2025, Respondent did not submit a single whereabouts filing during the approximately six-week period that followed. That conduct gave rise to five Whereabouts Failures, and, in turn, to a charged anti-doping rule violation (“ADRV”) under Article 2.4 of the World Anti-Doping Code (the “Code”), which is established by the accumulation of three Whereabouts Failures within a twelve-month period.
- 1.2 A whereabouts violation under Article 2.4 is a non-analytical ADRV. It does not require proof that an athlete used, possessed, or intended to use any prohibited substance or method. It requires only that the athlete, having been duly notified of the requirement to file whereabouts and of the consequences of non-compliance, failed at least negligently to comply. The default sanction is a two-year period of ineligibility, which may be reduced to a minimum of one year depending on the athlete’s degree of fault, save that no reduction is available where the athlete’s conduct raises a serious suspicion that the athlete was trying to avoid being available for testing.

- 1.3 USADA submits that the elements of the violation are established on an essentially undisputed documentary record, that Respondent has offered no evidence rebutting the presumption of negligence, and that a two-year period of ineligibility is the only sanction available because Respondent never filed a single whereabouts filing and provided no timely written explanation for his failures.
- 1.4 Respondent, who is unrepresented, does not contend that he tested positive, used any prohibited substance, or attempted to evade testing. He maintains that he had effectively retired from sport, that a series of administrative and technological failures on USADA's part — beginning with the handling of his anti-doping education — caused him to be escalated through the compliance pools in the first place, and that, during the critical period, his employer's external e-mail security controls blocked USADA's communications without his knowledge so that he never actually received the notices on which USADA relies. He asks that the matter be dismissed without sanction or adverse finding, and, in the alternative, that he be afforded a full and fair opportunity to be heard.
- 1.5 As explained below, the Arbitrator finds that USADA has established each element of the charged ADRV to the requisite standard, and that Respondent has not discharged his burden of rebutting the presumption of negligence or of establishing facts that would justify a reduction below the default sanction. The Arbitrator nonetheless addresses Respondent's procedural-fairness submissions in full, because the fairness of the process is properly part of what the Arbitrator must weigh, both in assessing whether notice was duly given and in assessing degree of fault.

II. THE FACTS / PROCEDURAL HISTORY

A. Respondent's Background

- 2.1 Respondent is a 34-year-old elite field hockey athlete, and had been until the of the commencement of the spate of whereabouts failures, a member of USA Field Hockey since 2015. He debuted on the U.S. national team in 2014 and has competed in major international events, including the 2015 and 2019 Pan American Games and the 2023 FIH Indoor World Cup. He had a long competitive career and there is no suggestion in the record of any prior anti-doping rule violation.¹
- 2.2 Respondent was first placed in a USADA whereabouts pool in 2015 as part of the National Testing Pool, where he remained through December 2018. He was then included in the Clean Athlete Program ("CAP") from January 2019 through March 2024, followed by inclusion in the Education Pool from April 2024. Throughout this period he completed annual anti-doping education and was repeatedly informed of his obligation to provide accurate and timely whereabouts information while included in a USADA whereabouts pool.²

B. The Education Issue

¹Ex. 3, Respondent's USA Field Hockey Membership, Competition, and National Team History.

²Ex. 4, Respondent's Whereabouts Pool History; Ex. 5, USADA Anti-Doping Education Materials.

- 2.3 As a condition of inclusion in the Education Pool, Respondent was required to complete an online anti-doping education tutorial. On March 31, 2025, Respondent e-mailed USADA to report that he could not access the education content. USADA mistakenly informed him that his anti-doping education was already complete. In May 2025, after his National Governing Body (“NGB”) provided an updated e-mail address, which Respondent confirmed on May 12, 2025, USADA again mistakenly indicated that its system reflected completion of the required education as of March 31, 2025.³
- 2.4 On May 22, 2025, USADA nonetheless issued Respondent a first compliance warning stating that he had not completed the tutorial. Respondent and an NGB representative responded that USADA had previously told him he had completed it, and USADA undertook to investigate. On June 24, 2025, USADA e-mailed Respondent to explain that it had mistakenly told him the tutorial was complete and directed him to complete the education immediately to avoid further warnings. It is therefore common ground that USADA’s own systems and personnel repeatedly gave Respondent incorrect assurances about his education status, and that USADA acknowledged as much.⁴
- 2.5 Respondent maintains, and the contemporaneous correspondence supports, that he raised the access problem proactively and repeatedly; that he was told more than once not to be concerned because the course had been completed; that he reported a recurring system error preventing generation or submission of the completion certificate; and that USADA confirmed it had escalated the matter to its IT function and apologized for what one of its representatives described as a drawn-out process. Despite further reminders and warnings between July and September 2025, the education requirement was not recorded as satisfied, and on October 8, 2025, Respondent was moved from the Education Pool back to the CAP and required to submit basic whereabouts information by October 17, 2025.⁵

C. CAP Inclusion, Retirement, and Escalation to the RTP

- 2.6 On October 9, 2025, Respondent e-mailed USADA — from the same e-mail address USADA had been using for all communications with him — questioning his inclusion in a whereabouts pool on the basis that he was no longer competing. USADA responded that, after consulting his NGB, it had confirmed he met the criteria for pool inclusion, explained that his failure to complete the Education Pool requirements had resulted in his placement in the CAP, and advised him of the retirement process available should he wish to leave sport. Respondent did not respond to that message and did not submit any whereabouts information or complete the education, despite further e-mail warnings on October 15, 21, and 24, 2025.

³Ex. 6, Emails Between USADA and Respondent (Mar. 31–May 12, 2025).

⁴Ex. 7, Education Pool Compliance Warning (May 22, 2025); Ex. 8, Emails Between USADA and Respondent (May 22–June 24, 2025).

⁵Ex. 9, Education Pool Compliance Warnings (July 10–Sept. 23, 2025); Ex. 10, USADA CAP Inclusion Letter (Oct. 8, 2025).

An automatic reply to the October communications indicated that Respondent was on paternity leave until October 20, 2025.⁶

- 2.7 Following this continued non-compliance, USADA placed Respondent in the RTP on November 12, 2025. The same day, USADA Whereabouts Compliance Supervisor Kasey Weber and USADA Testing Analyst Mae Deese telephoned Respondent at the number on file. According to Ms. Weber's declaration, a male voice answered, the call ended after her introduction, a return call went to voicemail, and Ms. Weber left a message stating that Respondent was being added to the RTP, that he was required to file whereabouts, and that failure to do so would carry consequences. Also on November 12, 2025, USADA e-mailed Respondent formal notice of his RTP inclusion, with filing instructions and a deadline of November 19, 2025 for his fourth-quarter filing, together with a statement of the consequences of failing to file. USADA sent further e-mail reminders on November 14, 17, 18, and 19, 2025.⁷

D. The Whereabouts Failures

- 2.8 Respondent did not submit any whereabouts information by the November 19, 2025 deadline. USADA thereafter recorded five Whereabouts Failures, each preceded by a potential-failure notice identifying a deadline by which Respondent could file to avoid a further failure, and each followed by a final-failure determination that Respondent did not contest by requesting administrative review:
- First failure: failure to file by November 19, 2025; first potential-failure notice November 21, 2025; confirmed by letter dated December 11, 2025; not contested.⁸
 - Second failure: failure to file by November 23, 2025; notified November 26, 2025 (a revised notice reflecting a corrected date issued December 9, 2025); confirmed December 19, 2025; not contested.⁹
 - Third failure: failure to file by November 28, 2025; notified December 10, 2025; confirmed December 30, 2025; not contested.¹⁰
 - Fourth failure: failure to file by December 12, 2025; notified December 23, 2025; confirmed January 9, 2026; not contested.¹¹
 - Fifth failure: failure to file by December 26, 2025; notified January 6, 2026; confirmed by letter dated January 26, 2026; not contested.¹²

⁶Ex. 11, Emails Between USADA and Respondent (Oct. 8–9, 2025); Ex. 12, CAP Compliance Warning Emails (Oct. 15–24, 2025).

⁷Ex. 1, USADA RTP Inclusion Letter (Nov. 12, 2025); Ex. 13, Weber Declaration ¶ 6; Ex. 14, USADA Emails to Respondent (Nov. 14–19, 2025).

⁸Ex. 15, First Potential Whereabouts Failure Letter (Nov. 21, 2025); Ex. 16, First Final Whereabouts Failure Letter (Dec. 11, 2025).

⁹Ex. 17, Second Potential Whereabouts Failure Letter (Nov. 26, 2025); Ex. 18, Second Revised Potential Whereabouts Failure Letter (Dec. 9, 2025); Ex. 19, Second Final Whereabouts Failure Letter (Dec. 19, 2025).

¹⁰Ex. 20, Third Potential Whereabouts Failure Letter (Dec. 10, 2025); Ex. 21, Third Final Whereabouts Failure Letter (Dec. 30, 2025).

¹¹Ex. 22, Fourth Potential Whereabouts Failure Letter (Dec. 23, 2025); Ex. 23, Fourth Final Whereabouts Failure Letter (Jan. 9, 2026).

¹²Ex. 24, Fifth Potential Whereabouts Failure Letter (Jan. 6, 2026); Ex. 26, Fifth Final Whereabouts Failure Letter (Jan. 26, 2026).

- 2.9 Several of these notices were sent during the period from December 10 to December 30, 2025, which encompassed the year-end holiday period. Respondent emphasizes both that timing and his contention that none of the notices in fact reached him.

E. Respondent's Re-engagement and the Charge

- 2.10 On January 14, 2026, Respondent contacted USADA by e-mail for the first time in this sequence, stating that he had just returned from paternity leave on January 13 and that his coach had recently informed him that USADA had been trying to reach him. A telephone call was held the same day among Respondent, USADA's Whereabouts Compliance Supervisor, and counsel for USADA, during which Respondent stated that he had not received the prior e-mails and was advised that he could present that explanation in response to the forthcoming ADRV notice. He was instructed to respond to the fifth potential failure by January 20, 2026, but did not do so, and USADA confirmed the fifth Whereabouts Failure by letter dated January 26, 2026.¹³
- 2.11 On January 30, 2026, USADA notified Respondent that he had committed an ADRV under Code Article 2.4 based on three or more Whereabouts Failures within a twelve-month period, imposed a provisional suspension, and invited him to provide a written explanation and all supporting information within seven days. Respondent did not respond in writing. After a further attempt to engage him on February 17, 2026, USADA formally charged Respondent on February 27, 2026.¹⁴
- 2.12 On March 7, 2026 — after further outreach by USADA's counsel on March 2 and 6 — Respondent e-mailed USADA asserting that he had stopped competing in May 2025 and had not received many of USADA's e-mails because of employer-imposed e-mail restrictions. On March 9, 2026, USADA's counsel responded that Respondent had not formally retired and therefore remained subject to whereabouts obligations, and that he had failed to provide a timely explanation despite multiple prior opportunities. Counsel and Respondent then spoke at length by videoconference on March 19, 2026, during which counsel emphasized the need for a written explanation with supporting documentation. Respondent indicated he would provide one but stated that he intended to request a hearing in the interim. He requested a hearing the same day, again from the same e-mail address, and USADA initiated these arbitration proceedings with New Era that day.¹⁵

F. The Interview Dispute

- 2.13 In preparation for the hearing, USADA sought to conduct a recorded interview of Respondent, which it describes as a standard component of its results-management process.

¹³Ex. 25, Emails Between USADA and Respondent (Jan. 14, 2026); Ex. 13, Weber Declaration ¶ 8; Ex. 26, Fifth Final Whereabouts Failure Letter (Jan. 26, 2026).

¹⁴Ex. 27, Notice Letter (Jan. 30, 2026); Ex. 28, USADA Email to Respondent (Feb. 17, 2026); Ex. 29, Charge Letter (Feb. 27, 2026).

¹⁵Ex. 30, Emails Between USADA and Respondent (Mar. 6–9, 2026); Ex. 31, Hearing Initiation Letter (Mar. 19, 2026).

An interview was scheduled for May 29, 2026. The parties disagree about what then occurred. USADA states that Respondent agreed to participate but declined once told, at the outset, that the interview would be recorded. Respondent states that the requirement of an interview had not been clearly explained to him in advance; that he had proactively arranged to speak and did not refuse; that he gave advance notice he would be on childcare duties and away from his desk at the scheduled time; that he did not understand the interview's purpose was to confirm the dates on which he received USADA's notifications; that he was unwilling to answer such questions from memory without the relevant documents in front of him; and that he proposed several alternatives, including proceeding on the record while noting where he could not confirm dates, continuing later that day, rescheduling, or proceeding with a representative present. He objects to being characterized as having made a "decision not to participate." On June 3, 2026, Respondent formally disputed that characterization.¹⁶

G. The Arbitration

- 2.14 USADA initiated this arbitration on March 19, 2026. A pre-hearing schedule was set, and USADA filed its Pre-Hearing Brief on May 29, 2026. Respondent, acting in person, submitted a written submission on June 19, 2026 addressing procedural fairness, the system and communication failures he describes, and the relief he seeks, together with annexed correspondence and a communication timeline. On July 10, 2026, USADA filed a Reply Brief responding to Respondent's submission, which the Arbitrator has likewise considered in full. Respondent also raised, during the pre-hearing phase, a number of concerns about the clarity of the process, the use of the arbitral platform, technical difficulties on scheduling calls, and the duration of the scheduled hearing, which were answered on the online New Era platform by the Arbitrator. The Arbitrator has considered all of these submissions.
- 2.15 On July 20, 2026, the Arbitrator held a hearing on Zoom with all parties present. Mr. Miller was visibly caring for his infant son during the entire hearing including at one point apparently attending an outdoor park with him. At other times, the Arbitrator was forced to turn off Mr. Miller's video, because he was choosing to show his infant son on video rather than his own face. Nonetheless, given his childcare responsibilities, the Arbitrator gave Mr. Miller great leeway in this non-traditional approach to his hearing.
- 2.16 Despite the concessions given to Mr. Miller so he could care for his child during the hearing, Mr. Miller also repeatedly, and frankly disrespectfully, interrupted the proceedings, interrupted witnesses and USADA counsel, and interrupted the Arbitrator, with interjections that were at times, to be polite, immature, despite numerous admonishments from the Arbitrator to stop doing so. This unnecessary conduct became so disruptive, that at one point the Arbitrator simply had to manage the mute button on the Zoom to stop Mr. Miller's constant disruptions. While he was muted, he then repeatedly raised his hand virtually and sent across the screen various animated emojis, all while USADA's counsel was delivering his closing submissions. To put it bluntly, this was the most disruptive and inappropriately unprofessional party in any proceeding this Arbitrator has been in over the course of decades in the profession.

¹⁶USADA stated that its investigator, John Loney, was available to testify regarding the scheduled interview, but that was not necessary and he did not appear.

- 2.17 At one point at the start of the proceeding, Mr. Miller declared to those present that he did not care much about the proceedings, and that he had not even bothered to read all of USADA's submissions. As his closing argument, he chose to simply read nearly verbatim, the written pre-hearing brief he had prepared, despite the Arbitrator asking him to not do so and to provide any view of the applicable law and facts that applied to his case and could provide him with a defense to the allegations of USADA.
- 2.18 USADA presented four witnesses (including Mr. Miller, who proved to be an evasive and non-cooperative witness) who were questioned by USADA's counsel and by Mr. Miller. Mr. Miller presented no witnesses, but at the end of the evidence for the first time asserted that he wished to call as witnesses USADA's counsel, legal assistant, and legal intern who were present on the Zoom. This request was denied as not only untimely but also as inappropriate given that they were legal staff with no firsthand knowledge of the facts underlying the charges made against Mr. Miller.
- 2.19 At the conclusion of the hearing, the Parties were asked if they had been given a full and fair opportunity to present their case, to which USADA responded yes it had, and to which Mr. Miller responded no he had not because he was not permitted to examine as witnesses the three USADA legal staff who were on the Zoom hearing.

2.18 On the date written below, the Arbitrator issued this Award.

III. JURISDICTION

- 3.1 Respondent is a member of USA Field Hockey, the National Governing Body for the sport of field hockey in the United States, and was a member at all times relevant to this matter.
- 3.2 Respondent was included in USADA's Registered Testing Pool at the time of the Whereabouts Failures at issue. The USADA Protocol for Olympic and Paralympic Movement Testing (the "Protocol"), which incorporates the World Anti-Doping Code and the applicable WADA International Standards — including the International Standard for Results Management ("ISRM") and the International Standard for Testing and Investigations ("ISTI") — therefore governs this matter and provides the basis for jurisdiction.
- 3.3 Respondent requested a hearing, the matter was referred to New Era, and both Parties participated in these proceedings. Although Respondent contends that the process was unclear and that he was prejudiced by technological difficulties, he did not object to the Arbitrator's jurisdiction to determine the dispute.
- 3.4 Accordingly, the Arbitrator determines that jurisdiction is proper.

IV. PARTY SUBMISSIONS

- 4.1 USADA submits, in summary, that Respondent was duly placed in the RTP and duly notified of his whereabouts obligations and of the consequences of non-compliance; that he failed to make any whereabouts filing whatsoever, resulting in five Whereabouts Failures and an ADRV under Code Article 2.4; that his conduct is presumed negligent and he has offered no evidence to rebut that presumption; and that no reduction below the default sanction is available because his complete and sustained non-compliance raises a serious suspicion that he was trying to avoid being available for testing, and because, in any event, he has provided no explanation or supporting documentation to support any reduction.
- 4.2 USADA seeks the following relief: a two-year period of ineligibility commencing January 30, 2026, the date of the provisional suspension; and disqualification of any competitive results obtained on and after November 28, 2025, the date of the third Whereabouts Failure, through the commencement of the provisional suspension.
- 4.3 Respondent submits, in summary, that he is not a doping cheat and that this matter concerns administrative, technological, and communication failures rather than any failure of integrity; that USADA's own systems repeatedly and admittedly gave him incorrect assurances about his education status, which formed an unstable foundation for his escalation into the CAP and then the RTP; that he had effectively retired, had no meaningful involvement in U.S. competition during the relevant period, and was not properly guided on the formal retirement process; that, during an exceptional period involving injury and surgery, the birth of his son, and a corporate divestment that placed his employment at risk, his employer's external e-mail security controls blocked USADA's communications without his knowledge, so that he did not actually receive the notices relied upon; that, once he became aware, he engaged promptly and in good faith; and that he did not refuse the interview but sought to participate accurately.
- 4.4 Respondent seeks the following relief: a finding that he did not intentionally or recklessly fail to comply; that any non-response was caused by external e-mail blocking rather than refusal or avoidance; that the education and escalation issues should not have founded the proceeding; that no adverse inference be drawn from the interview dispute and that any record of a "decision not to participate" be corrected; and that no sanction, period of ineligibility, costs order, or adverse public characterization be imposed. In the alternative, he asks for a full and fair opportunity to present his case, with access to the materials relied upon and adequate time, free of prejudice from technological difficulties or his lack of legal representation.
- 4.5 In its Reply Brief, USADA responds, in summary, that Respondent's blocked-e-mail theory is unsupported by any actual evidence, such as IT records, employer confirmation, e-mail logs, or other contemporaneous documentation, and is implausible on Respondent's own chronology, because the corporate divestment he describes began in December 2024 while the same e-mail address functioned for his communications with USADA through October 8, 2025; that notice was in any event legally sufficient under Section 12 of the Protocol; that

even if the e-mails were blocked, Respondent cannot establish that no negligent conduct on his part caused or contributed to the failures, in light of the October 8, 2025 CAP inclusion letter he concedes receiving, the November 12, 2025 telephone call and voicemail from USADA — which his submission does not address — and his own confirmation, in May 2025, of the employer-issued e-mail address he now says was unreliable; that his broader pattern of non-responsiveness both before and during the results-management process undermines the credibility of his account; and that no reduction from the default two-year sanction is available under Code Article 10.3.2, because his complete failure to file any whereabouts made testing impossible and itself raises a serious suspicion of avoidance, and because, in any event, his degree of fault is high in view of his nearly nine years of experience in USADA whereabouts pools.¹⁷

V. ANALYSIS

A. The Legal Framework

- 5.1 Athletes included in an RTP are subject to strict whereabouts obligations. Under ISTI Article 4.8.6.2, such athletes must submit quarterly whereabouts filings providing accurate and complete information about their location for the forthcoming quarter, including where they will reside, train, and compete, and must update those filings as necessary so that they can be located for testing. A failure to comply with these requirements is grounds for a Filing Failure.¹⁸
- 5.2 Under the ISRM, a Filing Failure is established where the Results Management Authority demonstrates, to the comfortable satisfaction of the arbitrator, that: (a) the athlete was duly notified that they had been designated for inclusion in an RTP, of the consequent requirement to file whereabouts, and of the consequences of any failure to comply; (b) the athlete failed to comply by the applicable deadline; (c) in the case of a second or third Filing Failure, the athlete was given notice of the previous Filing Failure and, where applicable, advised that they must file by a specified deadline (within 48 hours of receipt of the notice) and yet failed to do so; and (d) the athlete's failure to file was at least negligent. For these purposes, the athlete is presumed to have committed the failure negligently upon proof that they were notified of the requirements yet did not comply, and that presumption may be rebutted only by the athlete establishing that no negligent behaviour on their part caused or contributed to the failure.¹⁹
- 5.3 Notice may be actual or constructive. Under Section 12 of the Protocol, constructive notice by e-mail is sent to the athlete's most recent e-mail address on file with USADA or the NGB;

¹⁷ USADA Reply Brief (July 10, 2026).

¹⁸Ex. 32, USADA Protocol for Olympic and Paralympic Movement Testing; Ex. 33, ISTI Art. 4.8.6.2(a).

¹⁹Ex. 2, World Anti-Doping Code Art. 3.1 (standard of proof). The comment to ISRM Art. B.2.1(c) confirms that all that is required is to give the athlete notice of the first Filing Failure and an opportunity to avoid a subsequent one before a subsequent Filing Failure may be pursued; it is not necessary to complete the results-management process with respect to the first Filing Failure before pursuing a second.

such notice is deemed effective if USADA does not receive a delivery-failure notification, and becomes effective three business days after the e-mail is sent.²⁰

- 5.4 Under Code Article 2.4, an ADRV is established when an athlete accumulates three Whereabouts Failures (whether Missed Tests or Filing Failures) within a twelve-month period. The default sanction is a two-year period of ineligibility under Code Article 10.3.2, which may be reduced to a minimum of one year depending on the athlete's degree of fault. No reduction is available, however, where the athlete's conduct raises a serious suspicion that the athlete was trying to avoid being available for testing.²¹

B. The ADRV Is Established

- 5.5 The documentary record establishes, to the Arbitrator's comfortable satisfaction, five Filing Failures between November 19 and December 26, 2025. On November 12, 2025, USADA notified Respondent — by e-mail to the address he himself had confirmed and which had been used for all communications throughout this matter — that he had been placed in the RTP, that he was required to file his whereabouts by November 19, 2025, and of the consequences of failing to do so. Respondent did not file. On November 21, 2025, USADA notified him of the first potential failure and warned that he must file by November 23, 2025 to avoid a second failure. He did not file. He was successively notified of further potential failures with successive deadlines, and on each occasion failed to file any whereabouts information at all.²²
- 5.6 These facts satisfy each element of ISRM Article B.2.1(a)–(d) for all five Whereabouts Failures. Respondent was repeatedly notified of his obligations and of the consequences of non-compliance; he was given repeated opportunities and successive deadlines to file and thereby avoid further failures; and he failed to comply with every one of them. The comment to ISRM Article B.2.1(b) makes clear that an athlete fails to comply with the requirement to make a whereabouts filing where they do not make any such filing at all, which is precisely what occurred here. Three Whereabouts Failures within a twelve-month period suffice to establish a violation under Code Article 2.4; Respondent committed five.²³
- 5.7 Respondent's principal answer is that he never received the notices because his employer's e-mail security controls silently blocked them during a corporate divestment, and that he therefore had no fair and realistic opportunity to understand his position and respond. The Arbitrator has considerable sympathy for the difficult combination of circumstances Respondent describes — a recent shoulder surgery and rehabilitation, recently quitting the

²⁰Protocol Section 12 provides that, when notice is provided by e-mail, notice is sent to the athlete's most recent e-mail address on file with USADA or the athlete's NGB; notice is deemed effective if USADA does not receive a delivery-failure notification, and constructive notice by e-mail becomes effective three business days after the e-mail is sent.

²¹Ex. 2, World Anti-Doping Code Arts. 2.4, 10.3.2.

²²Ex. 1, USADA RTP Inclusion Letter (Nov. 12, 2025); Ex. 15, First Potential Whereabouts Failure Letter (Nov. 21, 2025).

²³The comment to ISRM Art. B.2.1(b) states that an athlete fails to comply with the requirement to make a Whereabouts Filing where they do not make any such filing.

sport, the birth of his first child, paternity leave, and a genuine threat to his employment — and accepts that these circumstances were real and demanding. But under the applicable framework, the question at the liability stage is whether notice was duly given, not whether it was subjectively received and read. The notices were sent to the correct address — the very address Respondent confirmed and continued to use to correspond with USADA both before and after the relevant period — and there is no suggestion let alone evidence that USADA received delivery-failure notifications. On the rules as written, constructive notice was effected. The Arbitrator further notes, as USADA emphasizes in its Reply Brief, that Respondent’s account of the e-mail blocking rests on assertion alone; he has produced no IT records, no confirmation from his employer, no message logs or screenshots, and no other contemporaneous documentation demonstrating that USADA’s e-mails were in fact blocked, that any blockage affected the specific messages at issue, or that it persisted throughout the entire three-month period he identifies. The timing of the alleged blockage is also difficult to reconcile with Respondent’s own chronology. The corporate divestment he describes began in December 2024, yet the same e-mail address functioned for his communications with USADA throughout 2025 — including as recently as October 8, 2025 — with the blocking said to have commenced the very next day, and no evidence supporting any explanation has been offered for that coincidence. On this record, the Arbitrator is not satisfied, even on a balance of probabilities, that USADA’s communications were in fact blocked. Nevertheless, as explained below, the outcome would be the same even if they had been.²⁴

- 5.8 More fundamentally, the framework places the consequences of a non-negligent failure to receive notice on the athlete unless the athlete establishes that no negligent behaviour on his part caused or contributed to the failure. An athlete who remains in a whereabouts pool bears a personal responsibility to maintain reliable channels of communication with the anti-doping organization and to ensure that the address on file functions. Even assuming that employer-imposed controls did block the relevant communications without Respondent’s knowledge for a period of months — which, for the reasons given above, has not been established — that state of affairs is not one for which USADA can be held responsible, and it does not establish the absence of negligence on the athlete’s part. Three features of the record put the matter beyond doubt. First, on Respondent’s own account, the last USADA communication he received before the alleged blocking began was the October 8, 2025 CAP inclusion letter, which informed him that he had been moved to the CAP for non-compliance, required him to file whereabouts information, and warned that further consequences could follow. A reasonable athlete receiving that letter would have anticipated further correspondence from USADA and made inquiry if none arrived; Respondent did neither. Second, and independently of any e-mail, Ms. Weber’s telephone call and voicemail of November 12, 2025 — in which she stated that Respondent was being added to the RTP and that an e-mail with further details would follow — put Respondent on actual notice that his position had escalated. His written submission does not address that call or voicemail at all. He testified that he lives in England and people in England do not listen to voicemails but use WhatsApp and other communication applications; the Arbitrator lives in London and takes judicial notice that this is simply not true. No reasonable athlete who had just been

²⁴ USADA Reply Brief at 6–7; Ex. 11, Emails Between USADA and Respondent (Oct. 8–9, 2025); Respondent’s Pre-Hearing Submission at 2.

told by telephone that he was entering the RTP would simply do nothing when the promised follow-up e-mail did not appear. Third, Respondent himself confirmed the employer-issued address as his preferred address for USADA communications in May 2025, during the very period of employment instability he now invokes, and thereafter failed to take any step to ensure that the channel he had chosen was functioning.²⁵ Noticeable absent from the evidence was any evidence at all that his employer had blocked any emails from getting through. The presumption of negligence is therefore not rebutted.

- 5.9 The Arbitrator has carefully considered Respondent’s submission that the whole proceeding rested on an “unstable foundation” because his escalation into the CAP and then the RTP flowed from USADA’s admitted errors concerning his anti-doping education. It is correct, and USADA candidly accepts, that USADA more than once gave Respondent incorrect assurances that his education was complete, and that there were genuine technical problems with the education platform that Respondent proactively and repeatedly reported. That is a matter of legitimate concern and is addressed further below in relation to fault. But it does not undermine the ADRV. By October 8, 2025, Respondent had been clearly told (since at least June 24, 2025) that the education was in fact outstanding; he was expressly advised on October 9, 2025 of the retirement process if he wished to leave sport; and the whereabouts obligations that he then breached were free-standing obligations attaching to his pool membership, of which he was repeatedly and specifically notified. The education history explains how Respondent came to be in a whereabouts pool; it does not excuse the complete failure to file once he was there and on notice of the requirement, and it does not excuse his complete purported and asserted ignorance of the rules governing retirement.
- 5.10 The Arbitrator also addresses Respondent’s contention that he had effectively retired and had no meaningful involvement in U.S. competition during the relevant period. Retirement under the applicable rules is a formal step. An athlete in a whereabouts pool remains subject to whereabouts obligations until retirement is finalized in accordance with those rules. Respondent did not complete that step, notwithstanding that USADA advised him of the retirement process on October 9, 2025. Nor was Respondent’s continued pool inclusion a mere formality; his NGB confirmed to USADA in June 2025 that he remained on the national “A” team and was eligible for selection to the national team, such that he continued to meet the criteria for pool inclusion.²⁶ The Arbitrator accepts that Respondent genuinely believed he had moved on from the sport and that clearer, more proactive guidance on the mechanics of formal retirement — particularly for athletes who are injured, inactive, or disengaged — would serve the interests of clean sport. But a subjectively held belief that one has retired does not displace a continuing obligation that the rules make contingent on a formal act the athlete did not take. There is no evidence he told anyone he was “retired.”
- 5.11 For these reasons, USADA has met its burden of establishing an ADRV under Code Article 2.4. Respondent’s failure is presumed negligent, and he has adduced no evidence sufficient to establish that no negligent conduct on his part caused or contributed to the failures.

²⁵ Ex. 10, USADA CAP Inclusion Letter (Oct. 8, 2025); Ex. 13, Weber Declaration ¶ 6; Ex. 6, Emails Between USADA and Respondent (Mar. 31–May 12, 2025).

²⁶ Ex. 38, Emails Between USADA and USA Field Hockey (June 30, 2025).

C. The Procedural-Fairness Submissions

- 5.12 Because Respondent is unrepresented and has framed his case principally as one of procedural unfairness, the Arbitrator addresses those submissions directly rather than confining the analysis to the bare elements of the violation. Anti-doping proceedings must afford the athlete a fair hearing, including adequate notice, access to the materials relied upon, a reasonable opportunity to respond, and the ability to participate without being prejudiced by avoidable technological failures. The Arbitrator takes these requirements seriously.
- 5.13 Several of Respondent's specific complaints are well-founded as matters of fact. USADA's systems did repeatedly mis-state his education status; he did proactively and persistently report access and certificate-generation errors; and USADA did acknowledge a "drawn-out process" and escalate the issue to its IT function.
- 5.14 As to the interview, the Arbitrator does not find that Respondent refused to cooperate in bad faith. The record shows that he engaged with scheduling, raised his childcare commitments in advance, and offered several reasonable alternatives once the recorded interview was proposed. The characterization of his conduct as a flat "decision not to participate" does not fully capture a more nuanced position in which Respondent was unwilling to confirm specific dates from memory, without the underlying documents, on a recorded basis. The Arbitrator therefore draws no adverse inference against Respondent from the interview dispute and treats the interview as having simply not taken place, rather than as evidence of evasion. To that limited extent, the Arbitrator accepts Respondent's request that the record reflect that he did not refuse to participate.
- 5.15 Crucially, however, none of these procedural shortcomings deprived Respondent of a fair opportunity to defend himself in this proceeding, nor do they alter the elements of the violation. Respondent received a full opportunity to be heard in this arbitration; he was able to make written submissions, to annex his supporting correspondence and timeline, and to put his procedural-fairness case squarely before the Arbitrator, who has considered it in full. The matters of which he complains either preceded and explain his pool membership (the education issue) or concern the conduct of the proceeding after he had re-engaged (the platform, scheduling, and interview issues), a point in time by which he plainly had actual notice of his situation. They do not bear on the dispositive fact that, during the six weeks he was in the RTP and on notice, he filed nothing at all. Nor does the timing of certain notices during the year-end holiday period assist Respondent. The conduct constituting the first three Whereabouts Failures — sufficient in itself to establish the violation — was complete by November 28, 2025, and the corresponding notices, including the December 10, 2025 notice of the third potential failure, preceded the holiday period he identifies. The only out-of-office reply USADA received in this period was generated in response to an e-mail of December 19, 2025, and stated that Respondent was on paternity leave until January 12, 2026.²⁷ The Arbitrator also observes that the generation of an automatic reply from Respondent's address during this period is difficult to reconcile with the contention that USADA's e-mails were

²⁷ Ex. 20, Third Potential Whereabouts Failure Letter (Dec. 10, 2025); Ex. 37, Respondent's Automatic Email Reply.

being silently blocked before they reached his mailbox. In any event, holidays and periods of leave do not suspend an athlete's whereabouts obligations or the operation of the constructive-notice framework under the Protocol.

D. Sanction

- 5.16 Once a violation is established, the appropriate sanction must be determined. The default period of ineligibility for a violation of Code Article 2.4 is two years.
- 5.17 The Arbitrator does not accept USADA's first contention. The "serious suspicion" bar that wholly forecloses any reduction is a demanding one, and it is not met on this record. The picture that emerges is not one of a calculating athlete manipulating the system to dodge testers, but of a retired, injured, and disengaged athlete who, during a period of acute personal and professional difficulty, lost effective contact with USADA — whether because of the e-mail controls he describes or through his own inattention or neglect. There is no positive test, no missed test arising from an athlete who was located but unavailable, no evasive conduct at attempted test sessions, and no pattern of last-minute filing changes designed to frustrate testing. The complete failure to file is equally consistent with disengagement and non-receipt as with an intention to avoid testing, and the Arbitrator is not comfortably satisfied that the higher "serious suspicion" standard is met. In its Reply Brief, USADA presses the further submission that an athlete who never makes a single whereabouts filing thereby renders testing impossible and presents a clear case of avoidance, such that Article 10.3.2 forecloses any reduction as a matter of course. The Arbitrator does not read the proviso so broadly. The provision is directed at conduct — of which a pattern of last-minute whereabouts changes is the paradigm — that affirmatively raises a serious suspicion that the athlete was trying to avoid being available for testing; it is concerned with the quality of the athlete's conduct, not merely its extent. Were a total failure to file, without more, sufficient to trigger the proviso, the fault-based reduction contemplated by Article 10.3.2 would be unavailable in virtually every case of this kind, and the proviso would swallow the rule. The gravity of Respondent's total non-filing is instead properly reflected in the assessment of his degree of fault, to which the Arbitrator now turns.
- 5.18 The burden of establishing facts justifying a reduction in degree of fault rests on the athlete. Respondent was invited, as early as January 30, 2026, to provide a written explanation and supporting documentation, and was given repeated further opportunities to do so. While he has now, through his written submission in this arbitration, advanced an explanation and annexed supporting correspondence, that material goes principally to why he did not receive the notices and why he believed he had retired. It does not establish a low degree of fault for the underlying failure to maintain functioning communications with USADA and to file whereabouts while in a pool of which he was aware. An athlete bears a high personal duty in relation to whereabouts compliance, and the degree of fault here — a sustained, total failure to file over six weeks, by a doping education-experienced athlete who had been told his education was outstanding, had been advised of the retirement process, and had not completed it — cannot be characterized as low. That conclusion is reinforced by two further matters emphasized in USADA's Reply Brief. Respondent is an experienced international-level athlete who spent nearly nine years in USADA whereabouts pools between 2015 and

2024, during which he repeatedly received and responded to USADA communications and regularly filed whereabouts information; he cannot plausibly claim unfamiliarity with what pool inclusion requires.²⁸ And, as set out above, he took no step of any kind in response to the November 12, 2025 telephone call and voicemail, a failure his submission leaves entirely unexplained and which he cavalierly discarded at the hearing.

- 5.19 Weighing these matters, the Arbitrator finds that this is not a case at the most serious end of the spectrum that the “serious suspicion” proviso is designed to capture, but neither is it a case of light fault warranting a reduction toward the one-year floor. The genuine procedural shortcomings on USADA’s part, while real, related to the education process and the conduct of the proceeding rather than to the whereabouts notices themselves, which were properly sent to the correct address. The mitigating personal circumstances, while sympathetic, do not negate the athlete’s own responsibility for the breakdown in communications or his complete failure to file the required information. Balancing the absence of any serious suspicion of evasion against the high degree of fault inherent in a complete failure to file, the Arbitrator concludes that the appropriate sanction is the default period of two years’ ineligibility, and that no basis has been established for reducing it below the default.

E. Disqualification of Results and Commencement

- 5.20 Article 10.10 of the Code provides for disqualification of competitive results obtained from the date of the ADRV through the commencement of the provisional suspension, unless fairness requires otherwise. The ADRV was complete upon the third Whereabouts Failure, the deadline for which was November 28, 2025. Accordingly, any competitive results obtained by Respondent on and after November 28, 2025 through the commencement of his provisional suspension on January 30, 2026 shall be disqualified. The Arbitrator notes that the record discloses no competitive activity by Respondent during this window, consistent with his account that he had ceased competing; the order is nonetheless made for completeness.²⁹
- 5.21 Under Code Article 10.13.2.1, an athlete receives credit toward the period of ineligibility for any period of provisional suspension served and respected. There is no evidence that Respondent failed to respect his provisional suspension. Accordingly, the period of ineligibility shall commence on January 30, 2026, the date the provisional suspension was imposed.³⁰
- 5.22 At the hearing, the Respondent asserted that a 2-years punishment would be disproportional to the conduct alleged. The Arbitrator declines to so find. It is well-established precedent that the World Anti-Doping Code provisions on sanctions have considered proportionality in their setting and are therefore inherently proportionate.³¹

²⁸ Ex. 4, Respondent’s Whereabouts Pool History.

²⁹ Ex. 2, World Anti-Doping Code Art. 10.10.

³⁰ Ex. 2, World Anti-Doping Code Art. 10.13.2.1.

³¹ *E.g., CAS 2018/A/5546 José Paolo Guerrero v. FIFA & CAS 2018/A/5571 WADA v. FIFA & José Paolo Guerrero*, award of 30 July 2018, para. 87 (confirming “the well-established perception” that the WADC “has been found repeatedly to be proportional in its approach to sanctions, and the question of fault has already been built into its

VI. AWARD / DECISION

The Arbitrator hereby determines and awards as follows:

1. USADA has established, to the requisite standard, that Respondent committed an anti-doping rule violation under Article 2.4 of the Code, by accumulating five Whereabouts Failures — well in excess of the three required for a violation — within a twelve-month period while included in the Registered Testing Pool.
2. Respondent has not rebutted the presumption that his failures were committed negligently, and has not established facts sufficient to justify a reduction below the default sanction of two (2) years.
3. A two (2) year period of ineligibility shall be imposed, commencing on January 30, 2026, the date of Respondent's provisional suspension, with credit for the provisional suspension served.
4. Any competitive results obtained by Respondent on and after November 28, 2025 through the commencement of his provisional suspension on January 30, 2026 shall be disqualified or invalidated, as appropriate, with all resulting consequences.
5. The costs of the arbitration and the Arbitrator shall be borne by the United States Olympic and Paralympic Committee under its agreement on that subject with USADA, and the attorneys' fees and costs of each party shall be borne by the party incurring the same.
6. This Award is in full and final resolution of all claims submitted to this arbitration. All claims and requests for relief not expressly granted herein are denied.

IT IS SO ORDERED, AWARDED, AND DETERMINED.

Dated: July 24, 2026



Jeffrey G. Benz, Arbitrator

assessment of length of sanction" (quoting CAS 2017/A/5015 & CAS 2017/A/5110, para. 227, referring to CAS 2016/A/4643).