

**In the Matter of an Arbitration Pursuant to the Ultimate Fighting Championship
Anti-Doping Policy and UFC Arbitration Rules**

Gilbert Melendez,

Applicant,

and

United States Anti-Doping Agency,

Respondent.

AWARD ON THE MERITS

I, the undersigned, having been appointed as the arbitrator (“Arbitrator”) in this proceeding by McLaren Global Sport Solutions Inc. (“MGSS”) pursuant to Articles 3 and 6 of the “Ultimate Fighting Championship Arbitration Rules for Anti-doping Policy Violations and Other Disputes Under the Ultimate Fighting Championship Anti-Doping Policy” (effective November 1, 2016) (“UFC Arbitration Rules”) and the UFC Anti-doping Policy (effective August 2019) (“UFC ADP”), having fully considered the respective briefs and exhibits submitted by Gilbert Melendez (“Applicant”) and the United States Anti-Doping Agency (“USADA”) (“Respondent”) regarding Mr. Melendez’ alleged violation of the UFC ADP and appropriate sanction awards as follows.

THE PARTIES

Mr. Melendez is a 37-year-old professional mixed martial arts fighter who has participated in fights organized and promoted by the UFC since approximately February 23, 2014. He is a California resident. Mr. Melendez is represented by Jeremiah Reynolds, Eisner LLP, Beverly Hills, California.

USADA, whose headquarters is in Colorado Springs, Colorado, is an independent, non-profit, non-governmental agency whose mission is to preserve the integrity of competition, to inspire true sport, and to protect the rights of clean athletes. It independently administers the UFC’s year-round anti-doping program, which includes the drug testing of all UFC athletes in

and out-of-competition, investigation of any potential UFC ADP violation (“ADPV”), and the results management of any ADPV. USADA is represented by William Bock, III, Jeff T. Cook, and Nadia Soghomonian, Colorado Springs, Colorado.

LEGAL FRAMEWORK AND PROCEDURAL BACKGROUND OF ARBITRATION

The UFC has adopted the rules, policies, and procedures in the UFC ADP, which provides that any asserted ADPV by a UFC athlete who is subject to it shall be resolved by the Results Management Process described therein and the UFC Arbitration Rules.

Since July 2015, the UFC has outsourced administration of the UFC ADP and the ADPV results management process to USADA, which is authorized to resolve cases regarding an asserted ADPV by a UFC athlete in accordance with the UFC ADP.

Pursuant to Article 1.2 (i) of the UFC Arbitration Rules, arbitration is the exclusive forum for a UFC athlete to “appeal or contest USADA’s assertion of an ADPV.” Pursuant to Article 2, the UFC has selected MGSS to provide the arbitration services and to administer the arbitration procedure.

On November 1, 2019, USADA notified Mr. Melendez and the UFC that the World Anti-doping Agency (“WADA”) accredited laboratory Los Angeles, California reported that the A sample of his October 16, 2019 urine sample (#1628026) tested positive for GHRP-6 and its metabolites, which is a Prohibited Substance in the class of Peptide Hormones, Growth Factors, Related Substances, and Mimetics on the UFC Prohibited List.

On November 26, 2019, because his A sample tested positive for GHRP-6 and its metabolites and he did not request analysis of his B sample, USADA charged Mr. Melendez with an ADPV (specifically, a violation of the Presence and the Use provisions in Articles 2.1 and 2.2 of the UFC ADP, respectively).

On January 15, 2020, in accordance with agreed extensions of time with USADA, Mr. Melendez timely filed this Request for Arbitration with MGSS in accordance with the UFC Arbitration Rules and asserted that USADA did not have jurisdiction under the UFC ADP to take his urine sample on October 16, 2019 (which tested positive for the prohibited peptide GHRP-6

and its metabolites) because the UFC terminated his UFC contract on October 12, 2019 (although it did not notify USADA that it did so before collection of his urine sample).

USADA asserted it had jurisdiction to collect Mr. Melendez' urine sample on October 16, 2019 because Mr. Melendez's contract as a fighter with the UFC was in effect, he was a member of the UFC Registered Testing Pool on this date, and neither he nor USADA was notified that the UFC terminated his contract before his sample was collected.

On January 24, 2020, MGSS appointed the Arbitrator. The parties confirmed they had no objection to his appointment.

After fully considering the parties' respective briefs and exhibits as well as their oral arguments during an April 3, 2020 hearing by teleconference, the Arbitrator determined that USADA had jurisdiction to collect Mr. Melendez's urine sample on October 16, 2019, and because it tested positive, to conduct the results management process in accordance with the UFC ADP:

“Based on analysis of all relevant provisions of the UFC ADP and his Promotional Agreement, the Arbitrator rules that USADA has proven by clear and convincing evidence that Mr. Melendez was “under contract . . . with the UFC” on October 16, 2019, which is supported by his voluntary compliance with his obligations under the UFC ADP. On September 26, 2019, he submitted his whereabouts information for October 1—December 31, 2019 with updates on October 1 and 10 (stating he would be “Working UFC” in Tampa, Florida, which he was, serving as a commentator for the UFC Tampa Fight Night event.) The Arbitrator's ruling also is supported by Mr. Melendez' understanding that he was in the UFC RTP on the October 16, 2020 date of his sample collection because the UFC had not notified him either verbally or in writing that his contract had been terminated. In addition, it is supported by documentation that the UFC did not notify USADA until December 5, 2019 that Mr. Melendez should be removed from the UFC RTP because it had terminated his contract.”

Award, *Melendez and USADA* (May 1, 2020) at page 20. This Award expressly states that it “does not resolve any other issues, claims, or defenses.” *Id.* at page 24.

On May 22, 2020, counsel for the parties informed the Arbitrator as follows:

“The parties had been optimistic they would be able to reach a resolution with the jurisdictional issue decided, but that has not come to fruition. Accordingly, the parties request that the arbitrator resolve the remaining issues in the case via written submissions. The parties propose that USADA submit its merits brief on or before June 5th with Mr. Melendez’s response due on or before June 19th, and USADA’s reply (if any) due on or before June 26th. The parties do not anticipate a hearing will be necessary.”

May 22, 2020 Email from Mr. Cook to the Arbitrator and Mr. Bob Copeland (MGSS Senior Vice President), which copied Mr. Reynolds and others.

On May 22, 2020, the Arbitrator emailed the parties’ counsel to inform them of his “agreement with the parties’ proposal and briefing deadlines for resolving the merits of this case.”

On June 5, 2020, USADA submitted its brief and exhibits in a timely manner.

On June 19, 2020, Mr. Melendez submitted his brief without any exhibits in a timely manner.

USADA did not submit a reply in response to Mr. Melendez’ brief.

FACTS

On February 23, 2014, Mr. Melendez entered into a Promotional and Ancillary Rights Agreement (“Promotional Agreement”) with Zuffa, LLC d/b/a UFC, pursuant to which the UFC has the exclusive right to promote all of his mixed martial arts fights for the term of their agreement. [REDACTED]

On or around September 1, 2015, Mr. Melendez signed an “Amendment to the Promotional and Ancillary Rights Agreement” (“Amendment”) pursuant to which, in relevant part, as a UFC athlete, he agreed as follows:

[REDACTED]

[REDACTED]

On October 1, 2015, USADA added Mr. Melendez to the UFC Registered Testing Pool (“RTP”). Thereafter, he participated in an onboarding process that included an educational tutorial in which USADA provided him with relevant information about the UFC ADP and prohibited list as well as his obligation to be available for out-of-competition testing and to submit whereabouts information. As part of its annual Athlete’s Advantage Tutorials, specifically “Module 3—Testing,” USADA informed him that he was subject to the UFC ADP while a member of the RTP and that it is “authorized to test any athlete who is under contract with the UFC, both in-competition and out-of-competition.” (May 1, 2020 Award, page 5).

Based on social media and media reports indicating that Mr. Melendez was in Tampa, Florida from October 11 – 13, 2019 serving as a commentator for the UFC Tampa Fight Night event, USADA located him there for an out-of-competition drug test on October 16, 2019. (May 1, 2020 Award, page 7).

On October 16, 2019, USADA collected an out-of-competition urine sample (#1628026) from Mr. Melendez that tested positive for the peptide GHRP-6 and its metabolites, which is a prohibited substance pursuant to the UFC Prohibited List (effective August 2019). (May 1, 2020 Award, page 7).

As part of the October 16, 2019 doping control process, Mr. Melendez signed a “Doping Control Official Record” stating, in relevant part:

“Pursuant to the UFC Anti-Doping Policy

- You are required to be drug tested. This sample collection will include urine and/or blood testing and signature on this document constitutes your consent to such testing.
- Refusal to cooperate or failure to comply with the doping control process will subject you to at least a two-year period of ineligibility and other sanctions consistent with an anti-doping policy violation.

...

. . . I agree and certify that I have read the USADA regulations and notification forms, and understand my rights and responsibilities described therein.

...

By signing below I agree and certify that: (i) I have reviewed these forms and the information in them is correct . . . and (v) I will submit to the results management authority and process of USADA, including arbitration under the UFC Anti-Doping Policy. . . .”

(May 1, 2020 Award, page 7).

The collection and chain of custody of Mr. Melendez’ October 16, 2019 urine sample, which was designated as specimen #1628026 and sent by courier to the WADA-accredited laboratory in Los Angeles, California for testing, was appropriate and without error (i.e., in compliance with the applicable standards) until it was received by the laboratory on October 17, 2019. His A sample was analyzed by the laboratory in accordance with accepted scientific standards and the International Standard for Laboratories on October 18, 2019.

On November 1, 2019, USADA notified Mr. Melendez (and the UFC) by letter that the A sample of his October 16, 2019 urine sample (#1628026) had been tested and reported positive for the prohibited peptide GHRP-6 and its metabolites by the WADA-accredited laboratory in Los Angeles, California. (May 1, 2020 Award, page 8). GHRP-6 and its metabolites are non-Specified Prohibited Substances.

In its November 1, 2019 letter, USADA informed Mr. Melendez that he had until November 8, 2019 to request that his B Sample be analyzed, and that if he failed to do so by this deadline, his right to have his B Sample analyzed would be deemed waived.

On November 1, 2019, USADA provisionally suspended Mr. Melendez pursuant to Article 7.7.1 of the UFC ADP, which he received notice of in its November 1, 2019 letter to him.

Thereafter, in efforts to determine if Mr. Melendez wanted his B Sample to be analyzed, USADA followed up with by emails on November 4, 2019 and November 19, 2019; by phone calls on November 2, 2019, November 14, 2019, November 18, 2019, and November 19, 2019; and by text messages on November 6, 2019 and November 14, 2019.

Mr. Melendez did not reply to USADA's November 1, 2019 letter or any of its follow-up communications regarding the testing of his B Sample, thereby waiving his right to have it tested.

On November 26, 2019, USADA sent a letter to Mr. Melendez formally charging him with an ADPV, specifically, a violation of the Presence and Use provisions in Articles 2.1 and 2.2 of the UFC ADP, because his October 16, 2019 urine sample tested positive for the prohibited peptide GHRP-6 and its metabolites. Regarding the "Sanctions Sought," this letter states:

“[A]t this time, reserving all rights to amend the sanction at a later date, USADA is seeking the following sanction against you for your anti-doping policy violation:

- A two (2) year period of ineligibility as described in Article 10.2 of the UFC Anti-Doping Policy, beginning on November 1, 2019, the date on which a provisional suspension was imposed against you;
- A two (2) year period of ineligibility, beginning on November 1, 2019, prohibiting your participation in any capacity in any Bout, competition or activity authorized or organized by the UFC, any Athletic Commission(s), or any clubs, member associations or affiliates of Signatories to the World Anti-Doping Code as described in Article 10.12.1 of the UFC Anti-Doping Policy[.]”

(May 1, 2020 Award, pages 8-9).

On December 6, 2019, USADA removed Mr. Melendez from the UCF RTP and informed him:

“On December 5, 2019, we received written confirmation from the UFC of your removal from the UFC Registered Testing Pool (“UFC RTP”). As such, you have been removed and are no longer required to submit whereabouts information to USADA.

Please be advised that pursuant to the UFC Anti-doping Policy (“UFC ADP”), if an athlete retires, ceases to be under contract with the UFC, or is removed from the UFC RTP while the results management process for a possible Anti-doping Policy Violation (“ADPV”) is ongoing, USADA retains jurisdiction to complete the results management process. Additionally, if an athlete retires, ceases to be under contract with the UFC, or is removed from the UFC RTP before any results management process has begun, and USADA had results management authority over the athlete at the time the athlete committed an ADPV, USADA retains the authority to conduct results management in respect of that ADPV.”

(May 1, 2020 Award, page 9).

APPLICABLE UFC ADP PROVISIONS

ARTICLE 2: ANTI-DOPING POLICY VIOLATIONS

The purpose of Article 2 is to specify the circumstances and conduct which constitute Anti-Doping Policy Violations. Hearings in doping cases will proceed based on the assertion by USADA that one or more of these specific policies has been violated.

Athletes or other Persons subject to this Anti-Doping Policy shall be responsible for knowing what constitutes an Anti-Doping Policy Violation and the substances and methods included on the UFC Prohibited List.

The following constitute Anti-Doping Policy Violations:

2.1. Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample

2.1.1. It is each Athlete's personal duty to ensure that no Prohibited Substance enters his or her body. Athletes are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Athlete's part be demonstrated in order to establish an Anti-Doping Policy Violation under Article 2.1 (subject to the other express provisions of this Anti-Doping Policy that do incorporate concepts of intent, knowledge, Fault, No Fault or Negligence or other evidentiary standards).

2.1.2. Sufficient proof of an Anti-Doping Policy Violation under Article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Athlete's A Sample where, after notice to the Athlete is provided in Article 7, the B Sample is not analyzed (including due to the Athlete's waiver of its right to have the B Sample analyzed); or, where the Athlete's B Sample is analyzed and the analysis of the Athlete's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Athlete's A Sample or in the conditions described in the WADA International Standard For Laboratories, where the Athlete's B Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.

2.1.3. Except for those substances for which a quantitative threshold or Decision Concentration Level is specifically identified in the UFC Prohibited List, and as provided in Articles 2.1.3.1 and 2.1.3.2, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample shall constitute an Anti-Doping Policy Violation.

...

2.2. Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method

2.2.1. It is each Athlete's personal duty to ensure that no Prohibited Substance enters his or her body and that no Prohibited Method is Used. Accordingly, except as specifically provided otherwise in this Anti-

Doping Policy, it is not necessary that intent, Fault, negligence or knowing Use on the Athlete's part be demonstrated in order to establish an Anti-Doping Policy Violation for Use of a Prohibited Substance or a Prohibited Method (subject to the other express provisions of this Anti-Doping Policy that do incorporate concepts of intent, knowledge, Fault, Negligence and other standards).

2.2.2. The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an Anti-Doping Policy Violation to be committed.

ARTICLE 3: PROOF OF DOPING

3.1. Burdens and Standards of Proof

USADA shall have the burden of establishing that an Anti-Doping Policy Violation has occurred. The standard of proof shall be whether USADA has established an Anti-Doping Policy Violation with Clear and Convincing evidence. . . .

ARTICLE 5: TESTING AND INVESTIGATIONS

. . .

5.2. Authority to conduct Testing

5.2.1. USADA shall have In-Competition and Out-of-Competition Testing authority over all of the Athletes identified in this Anti-Doping Policy (under the heading "Scope and Application of the Policy").

5.2.2. USADA may require any Athlete over whom it has Testing authority . . . to provide a Sample at any time and at any place.

ARTICLE 7: RESULTS MANAGEMENT

USADA or its designee shall have exclusive results management authority for any Anti-Doping Policy Violation asserted under these policies.

7.1. Results Management for Tests Initiated by USADA

Results management for tests initiated by USADA or its designee shall proceed as set forth below:

7.1.1. The results from all analyses must be sent to USADA in encoded form, in a report signed by an authorized representative of the laboratory. All communication must be conducted confidentially.

7.1.2. Upon receipt of an A Sample Adverse Analytical Finding, USADA shall conduct a review to determine whether: (a) the Adverse Analytical Finding is consistent with a TUE that has been or will be granted as provided in the UFC TUE Policy, or (b) there is any apparent departure from the International Standard for Testing and Investigations or International Standard for Laboratories that caused the Adverse Analytical Finding.

7.1.3. If the initial review of an Adverse Analytical Finding under Article 7.1.2 does not reveal an applicable TUE or entitlement to a TUE, as provided in the UFC TUE Policy, or departure that caused the Adverse Analytical Finding, or is below the Decision Concentration Level and will therefore be administered by USADA as an Atypical Finding, USADA shall, except in the case of Atypical Findings, promptly and simultaneously give written notice to the Athlete and UFC, and may also give notice to an Athletic Commission, if applicable. Written notice shall include the information described in Article 14.1.1.1, as well as: (a) the Adverse Analytical Finding; (b) the Anti-Doping Policy violated; (c) the Athlete's right to promptly request the analysis of the B Sample or, failing such request, that the B Sample analysis may be deemed waived; (d) the scheduled date, time, and place for the B Sample analysis (which shall be scheduled within the time period specified in the International Standard for Laboratories) if the Athlete or USADA chooses to request an analysis of the B Sample; (e) the opportunity for the Athlete and/or the Athlete's representative to attend the B Sample opening and analysis within the time period specified in the International Standard for Laboratories if such analysis is requested; and (f) any Provisional Suspension imposed.

...

ARTICLE 10: SANCTIONS ON INDIVIDUALS

...

10.2 Ineligibility for Presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

The period of Ineligibility for a violation of Articles 2.1, 2.2 or 2.6 shall be as follows, subject to potential reduction or suspension pursuant to Articles 10.4,

10.5 or 10.6 or potential increase in the period of Ineligibility under Article 10.2.3:

10.2.1 The period of Ineligibility shall be two years where the Anti-Doping Policy Violation involves a Non-Specified Substance or Non-Specified Method.

...

10.11 Commencement of *Ineligibility* Period

Except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or, if the hearing is waived or there is no hearing in accordance with this Anti-Doping Policy, on the date Ineligibility is accepted or otherwise imposed.

...

10.11.3 Credit for Provisional Suspension or Period of Ineligibility Served

10.11.3.1 If a Provisional Suspension is imposed on, or voluntarily accepted by, an Athlete or other Person and that Provisional Suspension is respected, then the Athlete or other Person shall receive a credit for such period of Provisional Suspension against any period of Ineligibility which may ultimately be imposed.

APPENDIX 1 DEFINITIONS

Athlete: Any fighter who has executed a Promotional Agreement with the UFC to participate as a fighter in a UFC Bout.

Clear and Convincing: A standard of proof greater than a preponderance of the evidence but less than proof beyond a reasonable doubt.

Promotional Agreement: A Promotional and Ancillary Rights Agreement or similar contractual relationship by and between UFC and an Athlete.

Testing: The parts of the Doping Control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory.”

LEGAL ANALYSIS

USADA contends it “has established that Applicant has committed anti-doping policy violations for the use and presence of a prohibited peptide in his October 16, 2019 urine sample. The two-year default period of ineligibility should be imposed, beginning on November 1, 2019, the date Applicant was provisionally suspended.” (USADA Merits Brief, page 5). It also asserts that because he “has not submitted any information or substantive defense in response to USADA’s charge . . . no reduction from the default period of ineligibility is warranted.” (*Id.*).

In response, Mr. Melendez states:

“While Mr. Melendez understands that the Arbitrator previously rendered an Award finding the Arbitrator had jurisdiction and Mr. Melendez was subject to the ADP and UFC Arbitration Rules, Mr. Melendez *respectfully* disagrees with the Award and continues to assert that the ADP does not apply and the Arbitrator lacks jurisdiction. Mr. Melendez will therefore not be responding to the substantive contentions in USADA’s brief given his assertions regarding lack of jurisdiction and reserves all rights with respect to further review of the Award.”

(Gilbert Melendez’s Responsive Brief, page 2).

Based on the undisputed evidence in this case and in accordance with Article 3.1 of the UFC ADP, the Arbitrator determines that USADA has proven by clear and convincing evidence (i.e., “greater than a preponderance of the evidence”) that Mr. Melendez violated Sections 2.1 (“Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete’s Sample”) and 2.2 (“Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method”) of the UFC ADP because the A sample of his October 16, 2019 urine sample tested positive for GHRP-6 and its metabolites, which are non-Specified Prohibited Substances, and he waived his right to have his B sample tested.

As an “Athlete” who was a party to a valid and existing “Promotional Agreement” on October 16, 2019, Mr. Melendez was subject to the UFC ADP, including USADA’s “In-Competition and Out-of-Competition Testing authority” pursuant to Article 5.2.

The collection and chain of custody of his urine sample was error free. It was tested by a WADA-accredited laboratory in accordance with accepted scientific standards and the International Standard for Laboratories in compliance with Articles 7.1.1 and 7.1.2 of the UFC ADP.

USADA's review of Mr. Melendez' adverse analytical finding as well as its November 1, 2019 letter notifying him that the A sample of his October 16, 2019 urine sample (#1628026) tested positive for the prohibited peptide GHRP-6 and its metabolites in violation of the UFC ADP; informing him of the November 8, 2019 deadline to request analysis of his B Sample and that his right to do so would be waived if he failed to do so by this date; and imposing a provisional suspension on him complied with Article 7.1.3 of the UFC ADP.

In relevant part, Articles 2.1.1 and 2.2.1 both provide that an "Athlete" has a "personal duty to ensure that no Prohibited Substance enters his or her body" and "it is not necessary that intent, Fault, negligence or knowing Use on the Athlete's part be demonstrated in order to establish an Anti-Doping Policy Violation." In other words, Mr. Melendez is strictly liable for an ADPV resulting from the presence of a Prohibited Substance such as peptide GHRP-6 and its metabolites in his system and his usage of it, and USADA is not required to prove that either of his violations of the UFC ADP were negligent, intentional, knowing, or otherwise caused by any fault on his part.

Mr. Melendez violated Article 2.1 because 1) his A Sample tested positive for the presence of the peptide GHRP-6 and its metabolites in his system; and 2) his B Sample was not analyzed because he waived his right to have it tested by not responding to USADA's written notice pursuant to Article 7 of the UFC ADP of his right to do so. *IAAF v. RUSAF & Kseniya Agafonova*, CAS 2017/O/5389 ("adverse analytical finding in the Athlete's A Sample" and "facts that the Athlete has waived her right to the analysis of the B Sample and thus is deemed to have accepted the A Sample finding" establish ADRV for presence of a prohibited substance in her system).

Mr. Melendez also violated Article 2.2 because the peptide GHRP-6 and its metabolites were present in his system, which the Arbitrator finds resulted from his usage of a product containing this Prohibited Substance because he failed to produce any evidence (or to even deny) that his positive test was caused by something other than his voluntary usage of a product containing it.

Pursuant to Article 10.2 of the UFC ADP, the presumptive period of Ineligibility for a violation of Articles 2.1 or 2.2 is two years because the peptide GHRP-6 and its metabolites is a Non-Specified Prohibited Substance. Mr. Melendez did not contend or submit any evidence that

the length of his suspension should be reduced pursuant to Articles 10.4, 10.5 or 10.6. Accordingly, the Arbitrator imposes a two-year period of ineligibility on Mr. Melendez beginning on November 1, 2019 (the date he was provisionally suspended by USADA) pursuant to Article 10.11.3.1.

DECISION AND AWARD

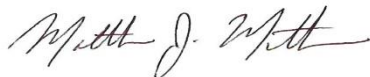
Based on the foregoing facts and legal analysis, the Arbitrator decides and awards:

Pursuant to my May 1, 2020 Award, I have jurisdiction to resolve the merits of this dispute regarding Mr. Melendez' violation of the UFC ADP and his appropriate sanction.

Mr. Melendez violated Articles 2.1 and 2.2 of the UFC ADP because of the presence of the peptide GHRP-6 and its metabolites in his system and his usage of this Prohibited Substance.

In accordance with Articles 10.2 and 10.11.3.1 of the UFC ADP, Mr. Melendez is ineligible to compete in any UFC bouts or fights for a two-year period of time beginning on November 1, 2019.

This Award fully resolves all claims, defenses, and issues submitted by the parties in connection with their dispute regarding USADA's results management of the adverse analytical finding for a Prohibited Substance resulting from the collection and testing of Mr. Melendez' urine sample on October 16, 2019 pursuant to the UCF ADP.



July 7, 2020

Matthew J. Mitten, Arbitrator