

AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal
AAA Case No. 01-22-0004-9003

In the Matter of the Arbitration between

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

Claimant

and

ZACHARY SCHOBER,

Respondent

FINAL AWARD

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

I. INTRODUCTION

1.1 This case arises from Respondent Zachary Schober’s (“Respondent” or “Mr. Schober”) in-competition sample collected on July 1, 2022, that tested positive for amphetamine, methylphenidate and its metabolite, and metabolites of GW1516, at the 2022 USA Weightlifting National Championships. Both amphetamine and GW1516 are non-Specified Substances under the World Anti-Doping Agency’s (“WADA”) Prohibited List 2022 (“Prohibited List”).

1.2 Because the default sanction for testing positive for a non-Specified Substance is four years with disqualification of results, USADA submits this is the appropriate sanction in this case.

1.3 Respondent asserts that these substances must have entered his system through a combination of 1) his taking of regular medication for ADHD for which he thought, mistakenly,

that he had been given a TUE, and 2) his ingestion of a contaminated supplement, and as a result he should be entitled to a reduction of any period of ineligibility.

II. FACTUAL AND PROCEDURAL BACKGROUND

2.1 Respondent is a 30-year-old weightlifter who has held a USA Weightlifting membership intermittently since 2016 and was most recently a member of USA Weightlifting from December 2, 2020 through January 3, 2023.

2.2 Respondent has competed at various national weightlifting competitions including the 2021 North American Open Finals, the 2022 North American Open Series, and the 2022 USA Weightlifting National Championships, where the positive sample in the instant matter was collected.

2.3 Through USA Weightlifting, Respondent completed USADA's Athlete's Advantage Anti-Doping Tutorials in 2021 and again in 2022. These tutorials included information on applying for Therapeutic Use Exemptions ("TUEs"), the risks involved with supplement use, and the concept of strict liability—the core principle that athletes are responsible for everything that goes into their bodies.

2.4 USADA collected an in-competition sample from Respondent on July 1, 2022, at the 2022 USA Weightlifting National Championships — a USA Weightlifting sanctioned event. On the Doping Control Form, Respondent declared "Aleve – 2 tabs," "Creatine Cage[d] Muscle – 4 tabs," "Reign Energy – 1 can," and "current TUE on File" (no substance listed) but declared no other supplements or medications (it turned out later that there was no TUE on file).

2.5 USADA sent Respondent's sample to the WADA-accredited laboratory at the Sports Medicine Research and Testing Laboratory ("SMRTL") in Salt Lake City, Utah. The laboratory reported Respondent's sample as an Adverse Analytical Finding ("AAF") for the

presence of amphetamine, methylphenidate and its metabolite, ritalinic acid, as well as GW1516 metabolites GW1516 sulfone and GW1516 sulfoxide. Amphetamine and GW1516 are both classified as non-Specified Substances according to the Prohibited List, and methylphenidate is classified as a Specified Substance. GW1516 is prohibited at all times, while amphetamine and methylphenidate are prohibited only in-competition. Amphetamine and methylphenidate are classified as stimulants, and GW1516 is classified as a metabolic modulator, on the Prohibited List.

2.6 Stimulants such as methylphenidate and amphetamine can provide significant performance enhancing effects in explosive movement sports like weightlifting. According to USADA's expert, psychologically, stimulants can "intensify an athlete's alertness, concentration, competitiveness, aggression, and self-confidence." USADA's expert also opined that physically, "stimulants can increase heart rate, respiratory rate and blood pressure, which in turn, can improve reaction time when fatigued, increase muscular strength and endurance, increase acceleration and raise lactic acid levels at maximal exercise." These psychological and physiological advantages could be expected to give athletes a considerable advantage in weightlifting competitions.

2.7 GW1516 is a Peroxisome Proliferator Activated Receptor δ ("PPAR δ ") agonist and is classified as a non-Specified Substance in the class of Hormone and Metabolic Modulators. PPAR δ agonists have been considered prohibited substances in sport since 2008. While not approved for use in humans, USADA's expert made the point that "GW1516 has been reported to synergize with exercise-induced gene expression patterns to allow for substantial improvements in running distance and time" in tests on animals. Increased endurance, in turn, allows athletes to train longer and harder and develop a significant competitive advantage over their non-doping competitors.

2.8 On August 5, 2022, USADA sent Respondent a letter notifying him that he had tested positive for amphetamine, methylphenidate and its metabolite, ritalinic acid, as well as GW1516 metabolites GW1516 sulfone and GW1516 sulfoxide. In that letter, USADA notified Respondent that it had imposed a provisional suspension.

2.9 Respondent requested analysis of his B sample, and the B sample analysis confirmed the presence of all substances on September 13, 2022.

2.10 On October 3, 2022, USADA charged Respondent with ADRVs for the presence of amphetamine, methylphenidate and its metabolite, ritalinic acid, and GW1516 metabolites GW1516 sulfone and GW1516 sulfoxide in his sample and the use and/or attempted use of amphetamine, methylphenidate, and GW1516 pursuant to Articles 2.1 and 2.2 of WADA's World Anti-Doping Code (the "WADA Code"), respectively.

2.11 On October 5, 2022, Respondent requested to stay the proceedings so that he could test supplements that he believed may have caused his positive test for GW1516 metabolites. However, as of the date of this Award, Respondent has yet to provide any laboratory results from that testing.

2.12 Respondent requested a hearing on November 16, 2022. USADA initiated these proceedings on November 18, 2022, and a preliminary hearing was held on December 13, 2022.

2.13 As a result of the preliminary hearing in this case, the Arbitrator issued Amended Procedural Order No. 1, which provided in pertinent part as follows:

"Pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), as modified by Annex C of the USADA Protocol for Olympic and Paralympic Movement Testing, titled "Procedures for the Arbitration of Olympic & Paralympic Sport Doping Disputes", a preliminary hearing was held telephonically on December 13, 2022 before sole arbitrator Jeffrey Benz ("Arbitrator").

Appearing at the hearing on behalf of USADA ("**Claimant**") were Jeffrey Cook, Esq. and Spencer Crowell, Esq. Appearing on behalf of Zachary Schober

(“Respondent”) was himself, appearing *pro se*. Also in attendance was a member of the AAA staff. Individually, Claimant and Respondent shall be referred to as “Party” and collectively as “Parties”.

By agreement of the parties and Order of the Arbitrator, the following is now in effect:

1. Regarding Briefs and Exhibits

a. Each party shall serve and file electronically a prehearing Brief on all significant disputed issues, setting forth briefly the party’s position and the supporting arguments and authorities, on the dates specified below:

- i. Claimant’s Pre-Hearing Brief: January 10, 2023;
- ii. Respondent’s Pre-Hearing Brief: February 10, 2023; and
- iii. Claimant’s Reply Pre-Hearing Brief: March 10, 2023.

b. The parties shall submit their exhibits to be used at the hearing, electronically to the Arbitrator and the other party on the dates their respective initial pre-hearing briefs are due. The parties also shall include with their respective submissions an index to the exhibits. All briefs, and any witness statements, shall be transmitted electronically in MS Word versions to the Arbitrator.

c. Claimant shall use letters and Respondent shall use numbers to mark their exhibits. To the extent that one party has submitted an exhibit that another party also intends to use (such as the World Anti-Doping Code or the USADA Protocol), the other should not include a second copy of that document in its own exhibits. The Parties shall endeavor to agree on a joint set of exhibits to minimize duplication.

2. Regarding Stipulations of Uncontested Facts and Procedure

a. In each case, if they are able to agree, the Parties shall submit a Stipulation of Uncontested Facts on or before the date the first pre-hearing brief is due from Claimant.

b. In their first brief, Claimant shall state efforts undertaken to agree to stipulations of uncontested fact with Respondent and the points of disagreement; Respondent may respond within seven (7) days thereafter.

c. The Parties shall, in advance of the hearing, and no later than 48 hours before the hearing, agree upon and submit to the Arbitrator the order of witnesses to testify at the hearing that they have been able to agree upon; if the Parties are unable to so agree, they shall submit their respective positions by said deadline.

3. Regarding Witnesses

a. Claimant shall serve and file a disclosure of all witnesses reasonably expected to be called by Claimant **on or before the due date of its pre-hearing brief.**

b. Respondent shall serve and file a disclosure of all witnesses reasonably expected to be called **on or before the due date of its initial pre-hearing brief.**

c. The disclosure of witnesses shall include the full name of each witness, a short summary of anticipated testimony sufficient to give notice to the other side of the general areas in which testimony shall be given, copies of experts' reports and a written C.V. of any experts. If certain required information is not available, the disclosures shall so state. Each party shall be responsible for updating its disclosures as such information becomes available. The duty to update the information continues up to and including the date that hearing(s) in this matter terminate.

d. The parties shall coordinate and make arrangements to schedule the attendance of witnesses at the Hearing (defined below) so that the case can proceed with all due expedition and without any unnecessary delay.

4. Regarding the Hearing

The Hearing in this matter will commence before the Arbitrator virtually by Zoom on **March 14, 2022** starting at **8:30am PT.** The AAA shall facilitate the Zoom hearing.

5. Regarding Submission of Documents

All documents due to be submitted hereunder shall be submitted electronically by email to the Arbitrator at jeffreybenz@gmail.com. The Parties shall not communicate with the Arbitrator directly and alone; all communications with the Arbitrator are to be copied to the other side, and the AAA case manager (jenmora@adr.org), at the same time as the communications are made to the Arbitrator and in the same form.

6. Further Disputes Process

To the extent any dispute arises between the Parties beyond what has been stated already, any Party wishing to bring that dispute to the attention of the Arbitrator shall do so **promptly** after such dispute arises by sending a brief email to the Arbitrator, copied to the other side and the AAA, outlining in basic, brief, general terms the nature of the dispute, their position thereon, and the relief being requested with relation thereto. The other side shall file a response, distributed to the same email list and in line with the original email **shortly thereafter** briefly outlining in basic, general terms

the nature of the dispute and their position thereon. There shall be no response to that email. The Arbitrator will, based on these two emails, determine the next steps with respect to the dispute.

7. Miscellaneous Provisions

- a. All deadlines and requirements stated herein will be strictly enforced. Any deviation requires the permission of the Arbitrator based on a showing of good cause by the Party seeking an extension of time.
- b. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.
- c. Unless specified otherwise herein, for all deadlines for any Party to take any action under this Order, the time by which such action shall be due for each such designated action shall be **midnight Pacific Time** on the date given.
- d. The Parties' attention is drawn to the relevant provisions of the procedural rules of the AAA that limit the liability of the Arbitrator in these proceedings. The Arbitrator agrees to participate in these proceedings on the basis that, and in reliance on the fact that, those provisions apply. If any Party disagrees that those provisions apply here, they must notify the Arbitrator **within seven (7) days of the date of this order** in writing.
- e. Because Claimant is proceeding *pro se* (representing himself without counsel), the parties' attention is directed to the following statement of the Arbitrator, the position of which was referenced generally on the parties' telephone conference call:

As the Arbitrator, my ultimate responsibility is to make a decision that will settle all claims between you. You have granted me the authority to act in this capacity by agreeing to arbitrate under the rules of the AAA. It is my desire to hear all the evidence that may be relevant, reliable, necessary and of value in resolving the issues between you. In order for me to make a just decision, I will do my best to provide both parties an impartial hearing. To the extent ethically permissible, I will provide you with whatever guidance and direction I deem necessary to ensure that both parties receive a fair hearing. I will not and cannot be an advocate for either party, nor can I offer legal advice or recommend a specific course of action. The AAA Rules say that I can grant any remedy or relief that I deem just and equitable within the scope of your arbitration agreement. I can only decide the issues that you have brought before me. I cannot decide any other issues. My decision will be in the form of a written award. The terms of the award will be clear and definite, leaving no doubt as to the rights and responsibilities of each party. Also, once my decision has been issued, my authority ceases. I play no role in the

enforcement of the award and I am not to be involved in any post-award activity unless directed to do so by either AAA or the courts. Also, as noted above, to the extent you communicate with me, you must copy all other parties to this case as well as the AAA so there are no impermissible ex parte contacts.

IT IS SO ORDERED.” (emphasis in original)

2.14 On the eve of the Hearing, Mr. Schober requested a continuance because of a family emergency involving one of his children.

2.15 As a result of that request, and without objection from USADA, the Arbitrator issued Procedural Order No. 2 providing in pertinent part as follows:

“1. On the eve of the previously schedule Hearing in this matter, Mr. Schober notified USADA and the Arbitrator that a family emergency required rescheduling. USADA did not oppose this rescheduling request and after a round of emails the Parties and the Arbitrator were able to agree upon the new hearing date, which will be April 5, 2023, commencing at the time set on Amended Procedural Order No. 1.

2. Because Claimant is proceeding *pro se* (representing himself without counsel), the parties’ attention is directed to the following statement of the Arbitrator, the position of which was referenced generally on the parties’ telephone conference call and was stated in Amended Procedural Order No. 1:

As the Arbitrator, my ultimate responsibility is to make a decision that will settle all claims between you. You have granted me the authority to act in this capacity by agreeing to arbitrate under the rules of the AAA. It is my desire to hear all the evidence that may be relevant, reliable, necessary and of value in resolving the issues between you. In order for me to make a just decision, I will do my best to provide both parties an impartial hearing. To the extent ethically permissible, I will provide you with whatever guidance and direction I deem necessary to ensure that both parties receive a fair hearing. I will not and cannot be an advocate for either party, nor can I offer legal advice or recommend a specific course of action. The AAA Rules say that I can grant any remedy or relief that I deem just and equitable within the scope of your arbitration agreement. I can only decide the issues that you have brought before me. I cannot decide any other issues. My decision will be in the form of a written award. The terms of the award will be clear and definite, leaving no doubt as to the rights and responsibilities of each party. Also, once my decision has been issued, my authority ceases. I play no role in the

enforcement of the award and I am not to be involved in any post-award activity unless directed to do so by either AAA or the courts. Also, as noted above, to the extent you communicate with me, you must copy all other parties to this case as well as the AAA so there are no impermissible ex parte contacts.

3. Mr. Schober is further specifically and particularly reminded that he shall not communicate with the Arbitrator on an *ex parte* (by himself) basis. All communications with the Arbitrator shall copy USADA's counsel.

4. All other aspects of Amended Procedural Order No. 1 not otherwise modified herein shall remain with full force and effect. Capitalized or abbreviated terms used herein shall have the same meaning as defined in Amended Procedural Order No. 1.

IT IS SO ORDERED.” (emphasis in original).

2.16 On the eve of the further continued Hearing, Mr. Schober requested a further continuance on the basis that his laboratory had not yet completed the testing of his supplements. USADA objected to this request, and on April 4, 2023, the Arbitrator issued the following email denying the requested continuance:

“This second request for a continuance of a previously agree hearing date is denied unless USADA agrees to it. You and the lab knew the deadline. And you must have known when the lab would produce a result before now, the eve of the scheduled hearing. The hearing is tomorrow. We will proceed with the hearing as scheduled and you can make your arguments then and I will determine if we accept additional evidence after tomorrow. I look forward to seeing everyone at tomorrow's hearing.”

2.17 The Hearing was held in this matter on April 5, 2023. At the conclusion of the hearing, with the consent of all Parties, the Arbitrator orally issued a ruling keeping the evidence open for a brief additional period of time to permit Mr. Schober the opportunity of his laboratory to complete its testing of his supplements, which order was embodied in Procedural Order No. 3, providing in pertinent part as follows:

“1. On the eve of the previously scheduled Hearing in this matter, Mr. Schober notified USADA and the Arbitrator that the laboratory where he was having a supplement tested at a local lab, which lab had not yet delivered the results of such

testing but were expected to do so by April 7, 2023. For clarity, the previously scheduled Hearing was set for April 5, and the email was sent by Mr. Schober on April 4. In his email, Mr. Schober again requested that the April 5, 2023 Hearing be rescheduled to a later date to permit him time to receive the lab results. USADA objected. The Arbitrator denied the request for a continuance, so the Hearing proceeded as scheduled on April 5, 2023.

2. USADA agreed with the Arbitrator that it would be fair and reasonable to adjourn the Hearing at its conclusion on April 5, 2023, and accept any submission of lab test results from Mr. Schober *no later than midnight on April 10, 2023*. If such results are not available or not submitted, or they show no contamination, then the evidence will be closed on April 11, 2023, *nun pro tunc*. If, however, the test results are submitted and they show the possibility of contamination or any other result other than no contamination, then the evidence will not be closed and the Arbitrator will endeavor to schedule a brief followup continuation of the Hearing to assess such submission and the Parties' views, and that of any witnesses, thereon.

3. All other aspects of all prior Procedural Orders in this case not otherwise specifically modified herein shall remain with full force and effect. Capitalized or abbreviated terms used herein shall have the same meaning as defined in Amended Procedural Order No. 1.

IT IS SO ORDERED.” (emphasis in original).

2.18 On April 10, 2023, Mr. Schober sent an email to the Arbitrator and USADA stating as follows:

“Dear Arbitrator Benz and Usada,
Unfortunately the lab gave me the run around once more blaming staffing issues and trouble with lab technicians. I went to the location on Friday and today. This ongoing theme with them has been extremely frustrating, and is the same thing they did the first time with the other two supplements. Even after paying extra money. They are saying Thursday now.
Another note my appointment with the psychiatrist is Wednesday for him to sign papers, at 9am so that will all be submitted that day. Not sure if that matters but, was putting an update here for that as well.
With respect,
Zachary Schober”

2.19 On April 11, 2023, the Arbitrator issued Procedural Order No. 4 providing in pertinent part as follows:

“1. With the agreement of the Parties, the Arbitrator issued Procedural Order No. 3 herein, which order contained the following language in its paragraph 2:

‘USADA agreed with the Arbitrator that it would be fair and reasonable to adjourn the Hearing at its conclusion on April 5, 2023, and accept any submission of lab test results from Mr. Schober ***no later than midnight on April 10, 2023.*** If such results are not available or not submitted, or they show no contamination, then the evidence will be closed on April 11, 2023, *nun pro tunc*. If, however, the test results are submitted and they show the possibility of contamination or any other result other than no contamination, then the evidence will not be closed and the Arbitrator will endeavor to schedule a brief followup continuation of the Hearing to assess such submission and the Parties’ views, and that of any witnesses, thereon.’

2. On Monday evening, April 10, 2023, Mr. Schober sent an email stating as follows:

‘Dear Arbitrator Benz and Usada,
Unfortunately the lab gave me the run around once more blaming staffing issues and trouble with lab technicians. I went to the location on Friday and today. This ongoing theme with them has been extremely frustrating, and is the same thing they did the first time with the other two supplements. Even after paying extra money. They are saying Thursday now.
Another note my appointment with the psychiatrist is Wednesday for him to sign papers, at 9am so that will all be submitted that day. Not sure if that matters but, was putting an update here for that as well.
With respect,
Zachary Schober’

3. As this email from Mr. Schober demonstrates that the conditions for acceptance or consideration of further evidence have not been met, as agreed by the Parties and set forth in paragraph 2 of Procedural Order No. 3, the Arbitrator hereby closes the evidence in this hearing and will proceed to render an Award forthwith.

4. All other aspects of all prior Procedural Orders in this case not otherwise specifically modified herein shall remain with full force and effect. Capitalized or abbreviated terms used herein shall have the same meaning as defined in Amended Procedural Order No. 1.

IT IS SO ORDERED.” (emphasis in original).

2.20 The Arbitrator then proceeded to issue this Final Award within the time required under the applicable rules.

III. JURISDICTION

3.1 There is and was no dispute as to jurisdiction here and all Parties participated without objection this arbitration.

IV. ANALYSIS

4.1. As a fundamental principle, the WADA Code charges athletes with the responsibility for every substance that enters their bodies. The WADA Code recognizes this duty of strict liability:

“It is the Athletes’ personal duty to ensure that no Prohibited Substance enters their bodies. Athletes are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in the 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 rule violation under Article 2.1.”

WADA Code Art. 2.1.1.

4.2 The WADA Code further states that sufficient proof of an ADRV is established by the “presence of a Prohibited Substance or its Metabolites or Markers in the Athlete’s A Sample . . . 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.” WADA Code Art. 2.1.2. Respondent’s B Sample confirmed the presence of amphetamine, methylphenidate and its metabolite, ritalinic acid, as well as GW1516 metabolites GW1516 sulfone and GW1516 sulfoxide. As confirmed by Dr. Fedoruk in his expert report, the WADA-accredited laboratory analysis was completed in accordance with the requisite international standards. Accordingly, USADA has met its burden that Respondent has committed the charged ADRVs. WADA Code Art. 3.1.

4.3 Once a violation has been established, the next step is to determine the appropriate sanction length. The default period of ineligibility for an ADRV involving a non-specified substance is four years (WADA Code Art. 10.2.1) unless the athlete can establish by a balance of probabilities that the ADRV was unintentional, in which case the period of ineligibility shall be two years. WADA Code Art. 10.2.2. The WADA Code provides for a further reduction in the period of ineligibility if the athlete can establish no significant fault or negligence, and a reduction is appropriate based on a degree of fault analysis. WADA Code Art. 10.6.1.3. Amphetamine and GW1516 (and its metabolites) are non-Specified Substances under the Prohibited List. Therefore, the default period of ineligibility is four years unless and until Respondent can prove otherwise.

4.4 The Arbitrator finds that USADA has established that Respondent committed ADRVs for the presence of amphetamine, methylphenidate and its metabolite, ritalinic acid, and GW1516 metabolites GW1516 sulfone and GW1516 sulfoxide and the use of amphetamine, methylphenidate, and GW1516. Because both amphetamine and GW1516 (and its metabolites) are non-Specified Substances under the Prohibited List, the default period of ineligibility would be four years unless Mr. Schober could demonstrate he would be entitled to a reduction.

4.4 Respondent did not present any evidence that would entitle him to a reduction in the four years period of ineligibility. Declarations of innocence and protestations against guilt have been recognized under numerous anti-doping cases as the common currency of both the innocent and guilty alike, so the WADA Code requires something more than an athlete's simple claims of innocence to be entitled to a reduction in the standard sanction. The athlete here did not provide any such evidence.

4.5 Mr. Schrober claimed that the metabolites of methylphenidate and amphetamine were present as a result of medication he has been taking to treat a diagnosis given to him of

ADHD, and he has been taking those medications since he was 9 years old. He claimed to have applied for a TUE in February 2020 for these medications and was under the mistaken impression that he had a TUE on file as a result of the application. As a result, he claimed that he did not list the medication on his ant-doping control form for the test in that gave rise to his adverse analytical finding. After being informed of the ADRV here, he discovered that the February 2020 TUE was not on file with USADA and he filed a retroactive TUE request. USADA rejected this request in part because they sought a psychiatrist's diagnosis (which Mr. Schober did not have) rather than a diagnosis from a neurologist (which Mr. Schober had). Mr. Schober stated that he has since "prepared" a final retroactive TUE application.

4.6 Absent a valid TUE, however, Mr. Schober is responsible for his ADRV. There is no evidence that Mr. Schober had a valid TUE in effect at the time of sample collection or that one was given retroactively.

4.7 Mr. Schober also asserted that the positive test for the GW1516 metabolite was the result of a contaminated supplement he took called "Shroom Tech". He had two of his supplements tested by a laboratory for substances not contained on the label, the "Shroom Tech" and a supplement called "Kaged Muscle". Both tests came back not showing any contamination. He endeavored to have another store bought bottle of "Shroom Tech" tested in advance of the hearing, but he did not received the results of that testing. As detailed above, while the Arbitrator gave him additional time to get those results, Mr. Schober was still unable to produce a test of the "Shroom Tech" product showing it was contaminated. As a result, there is no evidence of contamination before the Arbitrator that would ground a possible reduction from the base sanction of four years. Speculation alone is not and cannot be evidence.

4.8 Accordingly, the Arbitrator determines that the Respondent must be sanctioned for a period of four years of ineligibility.

4.9 USADA provisionally suspended Respondent on August 5, 2022, the date USADA sent Respondent the notice letter. The WADA Code permits an athlete to receive credit for the period during which a provisional suspension is imposed and respected. However, Article 10.14.3 states, “an Athlete or other Person who violates the prohibition against participation during a Provisional Suspension described in Article 10.14.1 shall receive no credit for any period of Provisional Suspension served and the results of such participation shall be Disqualified.”

4.10 Respondent acknowledged at the hearing that he violated his provisional suspension when he competed in the Garage Games on August 6, 2022 and the Pennsylvania + West Virginia State Championships on October 9, 2022, as both competitions were USA Weightlifting sanctioned events. Therefore, Respondent cannot receive credit for the time he served while provisionally suspended. As a result, the appropriate start date for Respondent’s period of ineligibility is the date that this Arbitrator imposes a sanction.

4.11 Article 9 of the WADA Code provides that an ADRV “in connection with an in-competition test automatically leads to Disqualification of the result obtained in that Competition.” Therefore, Respondent’s results from the date of sample collection are automatically disqualified.

4.12 Article 10.10 of the Code states in relevant part, “all . . . competitive results of the Athlete obtained from the date a positive Sample was collected . . . through the commencement of any Provisional Suspension or Ineligibility period, shall, unless fairness requires otherwise, be Disqualified with all of the resulting Consequences including forfeiture of any medals, points and prizes.” WADA Code Art. 10.10. But, as referenced above, Article 10.14.3 requires the disqualification of results when an athlete violates a provisional suspension as Respondent did

here. In accordance with Articles 9, 10.10 and 10.14.3, the rules require disqualification of any results obtained by Respondent on and after July 1, 2022 through the date the Arbitrator imposes the sanction.

4.13 Accordingly, the Arbitrator finds that Respondent committed an ADRV, and is sanctioned for a period of four years from the date of this Final Award, with no credit for time served under a provisional suspension since the provisional suspension was violated. In addition to his suspension, under the applicable rules, Respondent's results on the date of sample collection must be disqualified, and under the circumstances, his results between the date of sample collection and imposition of the sanction must also be disqualified.

V. AWARD

5.1 On the basis of the foregoing facts, legal analysis, and conclusions of fact, the Arbitrator renders the following award:

- a. Respondent has committed an anti-doping rule violation under the WADA Code;
- b. Respondent has not sustained his burden of proof to qualify for a reduction in the length of his sanction. As a result, the Arbitrator determines that the period of Ineligibility under the WADA Code for the Respondent is four (4) years. Because the Respondent did not maintain the provisional suspension that was given to him, his period of Ineligibility shall commence from the date of this Award, April 12, 2023, and continue through and including April 11, 2027;
- c. All results obtained by the Respondent from the date of sample collection, July 1, 2022, through the hearing, on April 5, 2023, shall be voided and all prizes, prize money, grants, and other benefits obtained by Respondent as a result of any such competitive results shall be forfeited as directed by USADA;

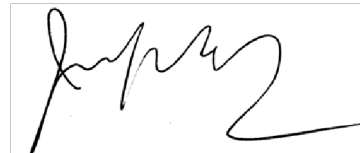
d. The parties shall bear their own attorneys' fees and costs associated with this arbitration;

e. The administrative fees and expenses of the American Arbitration Association totaling \$6,345.00 shall be borne as incurred, and the compensation and expenses of the arbitrator totaling \$7,798.26 shall be borne \$7,798.26 by United States Anti-Doping Agency and the United States Olympic Committee; and

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.

IT IS SO ORDERED, AWARDED, AND DETERMINED.

Dated: April 17, 2023

A handwritten signature in black ink, appearing to read "Jeffrey G. Benz", enclosed in a thin black rectangular border.

Jeffrey G. Benz, Arbitrator