AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION TRIBUNAL

WORLD TRIATHLON CORPORATION, Claimant, v. TIMOTHY MARR, Respondent.	ARBITRATION NO. 74 190 00738 10 JENF AWARD

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with submission agreement entered into between the parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, AWARDS, as follows:

A. FACTUAL AND JURISDICTIONAL BACKGROUND:

1. Timothy Marr is an elite-level triathlete (WTC Exhibit 10) who competed in the 2010 Vineman Ironman 70.3 on July 18, 2010. In participating in that competition, he agreed to be bound by the World Triathlon Corporation's ("WTC") Anti-Doping Rules for Ironman Triathlon Events (January 2010 version) (WTC Exhibit 19). In addition, prior to competing in the 2010 Vineman Ironman 70.3 he received notice that if USADA was present at that event he, or any other athlete, could be tested under the anti-doping procedures. Mr. Marr testified that he was aware that this testing might occur and that he was aware that

failure to successfully pass any test could result in loss of prizes, suspension and other sanctions.

2. At the conclusion of the 2010 Vineman Ironman 70.3, at which Mr. Marr finished fifth in the competition, he was selected for testing. The "A" sample was tested by the UCLA Olympic Analytical Laboratory and was reported positive for an S6 Stimulant/Amphetamine (WTC Exhibit 4). This was reported to Mr. Marr by letter dated August 13, 2010 (WTC Exhibit 11) and Mr. Marr was given the choice of accepting the A Sample with the sanctions resulting from that acceptance or electing to have the B Sample analyzed.

3. Mr. Marr chose to exercise his rights to have the B Sample analyzed. It, too, was analyzed at the UCLA Olympic Analytical Laboratory and contained the same results: the presence of amphetamine (WTC Exhibit 1). Mr. Marr was advised of these results by letter dated September 7, 2010 (WTC Exhibit 12) and was advised that he was declared ineligible for a period of two years from August 13, 2010 and would forfeit any prizes, medals or points obtained from the 2010 Vineman Ironman 70.3 competition.

4. Pursuant to the WTC's Anti-doping Rules, Mr. Marr elected to appeal this decision and this Arbitration resulted. Mr. Marr and the WTC signed a Stipulation for the Invocation of Jurisdiction to have this matter heard by the American Arbitration Association pursuant to the Association's Supplementary Procedures for the Arbitration of Anti-Doping Rule Violations subject to WTC modifications. A copy of that Stipulation is attached to this Award as Exhibit A.

5. Mr. Marr and the WTC agreed to have the UCLA Olympic Analytical Laboratory perform further testing of Mr. Marr's urine samples to determine the exact amphetamine and the concentration of amphetamine in the samples. On December 10, 2010, the laboratory reported that it could not determine the exact source of the amphetamine but that the results were consistent with Adderall. The laboratory also found that the concentration of the amphetamine in the urine was 332 nanograms per milliliter (WTC Exhibit 2).

6. Mr. Marr and the WTC agreed to have the UCLA Olympic Analytical Laboratory determine the relative percentages of D-amphetamine and L-amphetamine. It reported on January 6, 2011 that the sample contained 60% D-amphetamine and 40% L-amphetamine (WTC Exhibit 18).

7. Following receipt of the January 6, 2011 laboratory report, Mr. Marr and the WTC entered in to a Stipulation of Uncontested Facts and Issues regarding Mr. Marr's urine samples. A copy of that Stipulation is attached to this Award as Exhibit B. Among other things, Mr. Marr agreed that the laboratory performed its analysis of the samples "appropriately and without error." The WTC agreed to the authenticity of David McGue's medical records. Both parties agreed that the finding that the sample contained 60% D-amphetamine and 40% L-amphetamine was consistent with the presence of Adderall.

8. This was the first time that Mr. Marr had failed an anti-doping test.

9. Mr. Marr has not competed in a WTC event since July 2010.

10. The parties submitted pre-hearing and post-hearing briefs to the Arbitrator. Testimony was taken on January 19, 2011 and January 20, 2011 in Honolulu, Hawaii. The following witnesses testified under oath at the hearing:

(a) Kate Middlestadt

(b) David McGue

(c) Timothy Marr

(d) Clifford Gregory Wong, Ph.D.

(e) Dr. Daniel Eichner

11. At the hearing the WTC was represented by Frank R. Jakes of Johnson, Pope, Bokor, Ruppel & Burns, LLP. Mr. Marr was represented by Stefan M. Reinke of Lyons, Brandt, Cook & Hiramatsu and Terence J. O'Toole of Starn O'Toole Marcus & Fisher.

B. <u>CONTENTIONS OF THE PARTIES:</u>

12. Marr claims that he did not knowingly ingest Adderall or any other amphetamine prior to the 2010 Vineman Ironman 70.3 competition.

13. Mr. Marr further claims that he must have inadvertently and without fault have consumed all, or part, of either a Gatorade or Coca Cola into which Mr. McGue had poured some of his legally prescribed Adderall.

14. Additionally, he claims that the concentration of Adderall in his urine did not affect his performance at the 2010 Vineman Ironman 70.3.

15. WTC contends that Mr. Marr has not met his burden of proof in establishing how and when he consumed the amphetamine (whether Adderall or another amphetamine).

C. RELEVANT PROVISIONS OF THE WTC ANTI-DOPING RULES:

16. ARTICLE 9 AUTOMATIC DISQUALIFICATION OF INDIVIDUAL RESULTS

A violation of these Anti-Doping Rules in connection with an *In-Competition* test automatically leads to *Disqualification* of the individual result obtained in that *Competition* with all resulting consequences, including forfeiture of any medals, points and prizes.

17. ARTICLE 10 SANCTIONS ON INDIVIDUALS

10.1 *Disqualification of Results* in *Event* During which an *Anti-Doping Rule* Violation Occurs

An *Anti-Doping Rule* violation occurring during or in connection with an *Event* may lead to Disqualification of all of the *Athlete's* individual results obtained in that Event with all consequences, including forfeiture of all medals, points and prizes, except as provided in Article 10.1.1.

10.1.1 If the *Athlete* establishes that he or she bears *No Fault* or Negligence for the violation, the *Athlete's* individual results in the other *Competitions* shall not be *Disqualified* unless the *Athlete's* results in *Competitions* other than the *Competition* in which the anti-doping rule violation occurred were likely to have been affected by the *Athlete's* anti-doping rule violation.

18. 10.2 Ineligibility for Presence, Use or Attempted Use, or Possession of Prohibited Substances and Prohibited Methods

The period of ineligibility imposed for a violation of Article 2.1 (Presence of Prohibited Substance or its Metabolites or Markers) Article 2.2 (Use or Attempted Use of Prohibited Substance or Prohibited Method) or Article 2.6 (Possession of Prohibited Substances and Prohibited Methods) shall be as follows, unless the conditions for eliminating or reducing the period of Ineligibility, as provided in Articles 10.3 and 10.5, or the conditions for increasing the period of Ineligibility, as provided in Article 10.10 are met:

First violation: Two (2) years' *Ineligibility*.

19. **10.3 Elimination or Reduction of the Period of Ineligibility for Specified Substances under Specific Circumstances**

Where an Athlete or other Person can establish how a Specified Substance entered his or her body or came into his or her Possession and that such Specified Substance was not intended to enhance the Athlete's sport performance or mask the Use of a performance-enhancing substance, the period of Ineligibility found in Article 10.2 shall be replaced with the following:

First violation: At a minimum, a reprimand and no period of *Ineligibility* from future Events, and at a maximum, two (2) year's of *Ineligibility*.

To justify any elimination or reduction, the Athlete or other Person must produce corroborating evidence in addition to his or her word which establishes to the comfortable satisfaction of the hearing panel the absence of an intent to enhance sport performance or mask the Use of a performance enhancing substance. The Athlete's or other Person's degree of fault shall be the criterion considered in assessing any reduction of the period of ineligibility.

19. **10.5 Elimination or Reduction of Period of *Ineligibility* Based on Exceptional Circumstances**

10.5.1 If the *Athlete* establishes in an individual case that he or she bears *No Fault* or *Negligence* for the violation, the otherwise applicable period of *Ineligibility* shall be eliminated. When a *Prohibited Substance* or its *Markers* or *Metabolites* is detected in an *Athlete's Specimen* in violation of Article 2.1 (presence of *Prohibited Substance*), the *Athlete* must also establish how the *Prohibited Substance* entered his or her system in order to have the period of *Ineligibility* eliminated. In the event this Article is applied and the period of *Ineligibility* otherwise applicable is eliminated, the anti-doping rule violation shall not be considered a violation for the limited purpose of determining the period of *Ineligibility* for multiple violations under Article 10.6.

10.5.2 If an Athlete establishes in an individual case that he or she bears *No Significant Fault* or *Negligence*, then the period of *Ineligibility* may be reduced, but the reduced period of *Ineligibility* may not be less than one-half of the minimum period of *Ineligibility* otherwise applicable. If the otherwise applicable period of *Ineligibility* is a lifetime, the reduced period under this section may be no less than 8 years. When a *Prohibited Substance* or its *Markers* or *Metabolites* is detected in an *Athlete's Specimen* in violation of Article 2.1 (presence of *Prohibited Substance*), the *Athlete* must also establish how the *Prohibited Substance* entered his or her system in order to have the period of *Ineligibility* reduced.

D. RELEVANT EVIDENCE PRESENTED BY THE PARTIES:

20. Timothy Marr has been a professional triathlete since 2005 and supplements his income by training others to compete in Triathlon competitions.

21. He had not originally intended to compete in the 2010 Vineman Ironman 70.3 since his preparation was for another Triathlon in Louisville, results from which would assist him in qualifying for the World Triathlon in Kona later that year.

22. At the last minute, in part because many of his students were competing in the 2010 Vineman Triathlon 70.3, Mr. Marr decided to travel to California and compete in that event.

23. He flew to Los Angeles where he met an old friend from Hawaii, David McGue. Their intention was to drive in Mr. McGue's car to Northern California where the 2010 Vineman Ironman 70.3 was to take place.

24. Mr. Marr had known Mr. McGue for several years when both lived in Hawaii and had been roommates for short periods of time.

25. Mr. McGue picked up Mr. Marr at the Los Angeles International Airport in the early evening of July 15, 2010 and after squeezing all of Mr. Marr's gear (including his boxed bicycle) in to Mr. McGue's car, they spent the night at a motel in Hollywood.

26. The following morning (Friday), they left the motel in the late morning and drove to Santa Rosa, arriving there in the late evening.

27. The testimony regarding the drive from Los Angeles to Santa Rosa, which is critical to the analysis of this case, was unclear and vague. Both witnesses testified that they drove north on Interstate 5, at times with the convertible top up and at times with the top down. They agreed that the weather was very warm, at least until they reached the San Francisco area.

28. Both witnesses testified that they made several stops to purchase gas, buy drinks and stretch from the drive. They ate lunch at a drive-thru on the highway and purchased large Cokes at that time. At least during one other stop, Mr. Marr purchased large Gatorades and bottled waters. He testified about the importance of remaining hydrated before competing in a Triathlon and the need to re-hydrate after a flight from Hawaii to the mainland.

29. They toured San Francisco, ate at Pier 39 and then arrived at a motel in Santa Rosa late on Friday evening.

30. Mr. McGue testified that at some point on the drive from Los Angeles he poured "maybe 20 mg." of Adderall into "some" drink in the car to give himself a "boost" while he was driving. He denied taking any Adderall the morning of the drive to Northern California and testified that he drank coffee that morning for stimulation.

31. Normally Mr. McGue took his Adderall in the morning to aid him in concentrating while he was working. He testified that he did not normally take Adderall on the weekends when he wasn't working, in part because of the effect it had on him.

32. Mr. McGue's prescribed dosage of Adderall was 30 mg. per day. He frequently "adjusted" that dosage by opening the capsules and pouring some of the Adderall into the vial that held the capsules. Contrary to his normal practice, on the drive to Northern California he poured the Adderall he wanted to consume into a drink and returned the capsule with the unused Adderall into the vial.

33. Although he was confident that he did not put the Adderall in a bottle of water because of its taste, Mr. McGue could not testify with any credibility when, where or in what liquid he put the Adderall. He insisted he did this when Mr. Marr was away from the car so that Mr. Marr would not know that Mr. McGue was taking Adderall or any other medication.

34. Both Mr. Marr and Mr. McGue testified that Mr. Marr was unaware that Mr. McGue was taking Adderall or any other medications.

35. On Saturday morning, Mr. Marr assembled his bicycle, toured the site of the event, ate dinner and went to bed.

36. On Sunday morning, he woke up Mr. McGue to drive him to the event. Mr. Marr had several miscues on the day of the event: he had trouble getting his assembled bicycle into Mr. McGue's car, had trouble with the tires on his bicycle and lost his timing chip during the first leg of the Triathlon.

37. Mr. Marr successfully completed the Triathlon and finished fifth. He, as well as several other competitors, were chosen for drug testing. He agreed to the test without complaint.

38. On August 13, 2010 Mr. Marr learned that he had failed the drug test. He called Paula Newby Fraser of WTC to discuss the situation. He then had his supplements tested and eventually learned that they tested negative for amphetamines.

39. Mr. Marr then had several telephone calls with Mr. McGue to review the last days before the 2010 Vineman Ironman 70.3 race. Eventually, Mr. McGue told Mr. Marr that he (Mr. McGue) may have been the source of the amphetamine because of the prescription Adderall that he was taking. After further discussion, they both concluded that the amphetamine "must" have come from Adderall that Mr. McGue put in a drink while they were driving to Northern California.

40. The scientific testimony was presented by Dr. Wong and Eichner and focused on the applicability of two studies using Adderall (Marr Exhibits 10 and 12).

41. Doctor Wong found the studies relevant to this Arbitration and used them to explain his conclusions on when Mr. Marr consumed the Adderall. Dr. Wong testified that Adderall normally is composed of 75% D-amphetamine and 25% L-amphetamine and that this ratio changes after the Adderall is consumed, with the D-amphetamine decreasing as a percentage over time. On

redirect examination she testified that the ratio of D- and L-amphetamines remains 3:1 for the first 24 hours after ingestion. From the tables in Exhibit 12, Doctor Wong concluded that the D-amphetamine percentage would reach 60%, at the latest, 55-60 hours after the drug was taken.

42. Doctor Wong also examined Exhibits 10 and 12 to determine what could be concluded, if anything, from the concentration of amphetamine in Mr. Marr's urine samples. He testified that these studies showed that the concentrations peaked approximately 6 hours after the Adderall was consumed and that the concentrations would be in the thousands of nanograms per milliliter at that time. Since Mr. Marr's level was 332 ng/ml, Doctor Wong testified that the Adderall was taken many hours before the test.

43. After combining the information on the ratio of the D- and L-amphetamines and the concentration of the amphetamine, Doctor Wong concluded that Mr. Marr consumed the Adderall approximately 48 hours before the samples were taken (i.e. Friday morning).

44. Doctor Wong admitted that the studies reported in Exhibits 10 and 12 used very small samples (5 patients each) and did not use the time-release form of Aderall (Adderall XR) which Mr. McGue used. He concluded, nevertheless, that these studies provided guidelines for estimating when Mr. Marr consumed the Adderall.

45. Doctor Wong also testified that a concentration of 332 ng/ml was so low that it would have been ignored in Federal screening for drugs. While he

admitted that under the WTC's Anti-Doping Rules any concentration of prohibited drugs is enough for the imposition of sanctions, he testified that this concentration was so low that it would not produce any pharmacological results.

46. Doctor Eichner is the current Science Director at USADA and has extensive experience in anti-doping testing and analysis.

47. He described amphetamines as strong stimulants. A dose as little as 5 mg. can give a person more energy and increase their heart rate.

48. Doctor Eichner criticized the use of the two studies on Adderall (Marr Exhibits 10 and 12) because of the small size of the samples and the fact that the studies used "instant release" Adderall instead of Adderall XR.

49. Doctor Eichner concluded that there is not enough data present in this case to "hindcast" either when Mr. Marr took the Adderall or how much of it he took.

50. He testified that the two studies and the testing done at UCLA "do not preclude" a conclusion that Mr. Marr took the Adderall 16 to 76 hours before the urine sample, but that any further conclusion would be speculative.

E. ANALYSIS OF THE FACTS, RELEVANT RULES AND CASELAW:

51. Since a doping offense has been established by the presence of amphetamines in Mr. Marr's urine, the burden of proof is on him to establish that the two year sanction should not be applied.

52. This burden cannot only be met if the athlete establishes by a preponderance of the evidence that all of the necessary elements for reduction of the sanction are present.

53. The relevant case law makes it clear that the athlete must establish "exceptional circumstances" that permitted the prohibited substance to enter his or her system.

54. In each of the cases cited by the parties, the credibility of the athlete was a key element in establishing the elements of any defense.

55. In this case, the circumstances regarding the consumption of the Adderall were extremely unusual and fall in the category of "exceptional." Mr. McGue and Mr. Marr were packed in Mr. McGue's car with a large bike box, luggage, food and drinks. From the testimony, there were large drinks and some food in the front seat, the drink holders between the passengers and on the floor beneath Mr. Marr's feet. All of this was in a moving car. This relatively chaotic and crowded condition could easily cause confusion as to whose drink was being consumed and is far different from the cases where the athlete was in a bar/restaurant or in the cafeteria at the athletic competition and erroneously drank from a contaminated container.

56. Mr. Marr's first argument is that Article 10.5.1 of WTC's Anti-Doping Rules should apply and that there should be no sanction or penalty applied to him. This argument is easily dismissed. In order to prevail under Article 10.5.1 Mr. Marr would have to establish that he bears "No Fault or

Negligence" for the violation. Mr. Marr testified that he was well aware of his responsibility to keep prohibited substances out of his body and was aware that he could be tested at the 2010 Vineman Ironman 70.3 or any other competition.

57. The Puerta case (*Mariano Puerta v. International Tennis Federation*, CAS 2006/A/1025) is instructive on whether Mr. Marr can establish that there was "No Fault or Negligence". In that case the Court for the Arbitration of Sport noted that even if the athlete establishes extraordinary circumstances, there is still a "duty placed on all athletes to maintain 'utmost caution'" to keep prohibited substances out of their bodies. (Paragraph 11.4.6)

58. The Panel in Puerta went on to reaffirm that "(a)thletes must be aware at all times that they must drink from clean glasses". (Paragraph 11.4.7). There is no reason to apply a different standard when the athlete drinks from an open bottle of Gatorade or Coke or from a large cup of Coke purchased at a fast-food restaurant.

59. Mr. Marr should have insured that he was drinking from closed containers that had been in his possession all of the time and the failure to do so establishes some level of negligence on his part.

60. Mr. Marr also contends that Article 10.5.2 of the WTC Anti-Doping Rules apply to this case. If successful on this argument, the sanction could be reduced from two years to as little as one year.

61. In order to prevail under Article 10.5.2, Mr. Marr must establish that he bears "No Significant Fault or Negligence" and he must establish how the "Prohibited Substance" entered his system.

62. The facts of this case establish that Mr. Marr's negligence was not 'Significant" as that term has been used in other cases. Each case, of course, turns on its particular facts and the credibility of the witnesses. Accepting drinks from strangers at a bar has been found to be "significant fault" (*IRB v. Keyter* CAS 2006/A/1067), making no investigation regarding the composition of supplements has been found to be "significant fault" (*Oliveira v. USADA* CAS 2010/A/2107), and knowingly taking Ritalin has been found to be "significant fault" (*USADA v. O'Neil* AAA Mp/ 77 190 00384 09).

63. Here, Mr. Marr had known Mr. McGue for many years and had lived with him without incident. Unlike the Puerta case, he had no idea that Mr. McGue was taking Adderall or any other substance. He had purchased his own drinks before and during the drive to Northern California but, like the athlete in Puerta, had inadvertently mixed his container with someone else's. Under these circumstances, the negligence of Mr. Marr was not "significant".

64. Even if the negligence was not "significant" Mr. Marr has the burden of establishing how the Adderall entered his system. This can not be done by speculation. For example, in the Irie case (*International Tennis Federation v. Irie*, ITC Anti-Doping Tribunal Oct. 13, 2008) the athlete speculated that the banned substance came from one of six drugs he was taking. The medical

testimony established that none of those drugs contained the banned substance and the athlete was left to pure speculation on the source of the banned substance, In Barnwell (*Barnwell v. USADA* ,AAA 77 190 514 09) the athlete speculated that he was either the victim of an elaborate sabotage or received the substance during a massage. The Panel evaluated the credibility of the athlete and found that he had not carried his burden of proof. In Keyter the athlete speculated that the cocaine in his system came from a spiked drink from an unknown person. The Panel found that the athlete's testimony was uncorroborated was not persuaded that the athlete's explanation was more credible than the possibility he got the cocaine from other sources. In each case, the evidence presented by the parties and the credibility of the athlete determined how the Panel saw this issue.

65. Here Mr. Marr tested positive for a substance that his companion for the 72 hours before the test was taking under doctor's orders. There was no indication that Mr. Marr had obtained Adderall on his own or that he came in contact with anyone in California besides Mr. McGue who was taking Adderall. His testimony was supplemented by that of Mr. McGue who admitted pouring an unknown quantity of Adderall in a drink on the Friday before the test. While the testimony was vague as to how much Adderall was put in the drink, whether the drink was Gatorade or Coke and when during the drive Mr. Marr consumed the tainted drink, the Arbitrator does not believe that testimony regarding the specific, moment-by-moment actions on those points is required. As with the athlete in Puerta, the explanation of how the substance was consumed is credible and there was no evidence of other possible sources of the controlled drug. Finally, the

Arbitrator is satisfied that Mr. Marr did not intentionally take the Adderall (unlike the athlete in O'Neil who intentionally took Ritalin).

66. The medical evidence and technical reports, while not conclusive, are also consistent with Mr. Marr's contention. While Doctors Wong and Eichner disagreed on the weight to be given to Exhibits 10 and 12, they agreed that a 20 mg. dose of Adderall would initially result in concentrations of thousands of nanograms per milliliter and that this would decrease over time. Mr. Marr had a concentration of 332 ng/ml. While the two experts differed over what this concentration demonstrated about when Mr. Marr consumed the Adderall, their range of estimates is consistent with the drug having been taken between Friday morning and Saturday night. In addition, Doctor Wong's analysis of the ratios of D- and L-amphetamines, while not dispositive, is also consistent with Mr. Marr's testimony.

67. The Arbitrator, therefore, concludes that Mr. Marr has met his burden of proof to establish how the Adderall entered his system: i.e. from Mr. McGue's drink during the drive to Northern California.

68. Under Article 10.5.2, the penalty could be reduced to as little as one year. Under these circumstances, the Arbitrator would make that modification of the penalty if Article 10.5.2 were the controlling portion of the WTC Anti-Doping Rules.

69. Mr. Marr contends, however, that the portion of the WTC Anti-Doping Rules that should apply is Article 10.3. The parties disagree on whether

Article 10.3 is applicable to this Arbitration. WTC argues in its Closing Brief that Adderall should be treated as a Prohibited Substance not as a Specified Substance under its Anti-Doping Rules. Mr. Marr contends that Article 10.3 is applicable since none of the components of Adderall are listed in Class S6.a of WADA's Prohibited List.

70. In order to understand this argument, and to determine the applicability of Article 10.3 of the Anti-Doping Rules, the examination begins with Article 4.1 of those Rules. That provision provides:

> **4.1 Incorporation of the Prohibited List**
>
> These Anti-Doping Rules incorporate the *Prohibited List* which is published and revised by WADA as described in Article 4.1 of the Code. Any *Participant* in IRONMAN® Triathlon events may request the current *Prohibited List* from WTC or its IRONMAN® Triathlon event Licensee.[1]

71. The referenced WADA Prohibited List provides that "all Prohibited Substances shall be considered as 'Specified Substances' except Substances in classes .....S6.a". Section S6.a provides:

> Stimulants include:
>
> A: Non-Specified Stimulants:
>
> Adrafinil; amfepramone; amiphenazole; amphetamine; amphetaminil; benfluorex; benzphetamine; benzylpiperazine; bromantan; clobenzorex; cocaine; cropropamide; crotetamide; dimethylamphetamine; etilamphetamine; famprofazone; fencamine; fenetylline; fenfluramine; fenproporex; furfenorex; mefenorex; mephentermine; mesocarb; methamphetamine (d-); p-methylamphetamine; methylenedioxyamphetamine; methylenedioxymethamphetamine; methylhexaneamine (dimethylpentylamine); modafinil; norfenfluramine; phendimetrazine; phenmetrazine; phentermine; 4-phenylpiracetam (carphedon); prenylamine; prolintaine.
>
> A stimulant not expressly listed in this section is a Specified Substance.

72. The first test in determining whether this Article applies is to

[1] The Prohibited List in force is available on WADA's website at www.wada-ama.org.

determine if Adderall is a Prohibited Substance or a Specified Substance under the WTC-Anti Doping Rules. As quoted previously, the Rules start with the proposition that "all Prohibited Substances shall be considered as 'Specified Substances'" unless they are listed in Section S6.a as a "Non-Specified Stimulant". If a substance is a Specified Substance, Article 10.3 applies and the penalty can be reduced to a reprimand or to any length of time up to two years.

73. WTC asserts that because Section S6.a specifically includes the term "amphetamine" as a "Non-Specified Stimulant" that it must include Adderall – which both parties agree is an amphetamine. The analysis is not that simple, however. Section S6.a's classification of "Non-Specified Stimulants" also includes "dimethylamphetamine", "etilamphetamine", "methamphetamine(d-)", "p-methylamphetamine" and other amphetamines. This listing of specific types of amphetamines, combined with the statement that "a stimulant not expressly listed in this section is a Specified Substance" leads the Arbitrator to conclude that Adderall's constituents (dextroamphetamine sulfate, dextroamphetamine saccharate, amphetamine, amphetamine asparate monohydrate and amphetamine sulfate) would have been included in this listing of "Non-Specified Stimulants" if Adderall was not to be treated as a Specified Substance. Because of this, the Arbitrator finds that Article 10.3 is applicable to this Arbitration.

74. In order to prevail under Article 10.3, Mr. Marr must not only establish that Adderall is a Specified Substance and how it entered his body, but must also establish that there was no intent to gain a competitive advantage.

75. Mr. Marr testified that he did not know that Mr. McGue was taking Adderall. This, alone, would establish that he did not intend to enhance his performance. In addition, just as was the case in Puerta (concentration of 192 ng/ml), the low level of Adderall in Mr. Marr's system (332 ng/ml) would not have enhanced his performance. In fact, as testified by Dr. Wong, amphetamines tend to cause a "crashing" effect as the amphetamine wears off.

76. For these reasons, the Arbitrator concludes that Mr. Marr has met his burden to establish that Adderall was not taken with "an intent to enhance sport performance."

77. Under Article 10.3 of WTC's Anti-Doping Rules, the penalty for Mr. Marr can be range from a reprimand with no period of ineligibility to a two year imposition of ineligilibility. The penalty is in the discretion of the Arbitrator taking into consideration all of the facts presented.

78. Mr. Marr has been ineligible since August 13, 2010 and has lost any prize money or other benefits from the 2010 Vineman Ironman 70.3 event. The Arbitrator believes this is an appropriate sanction for his carelessness in consuming a drink from an open container that had not been in his uninterrupted possession.

It is hereby ordered as follows:

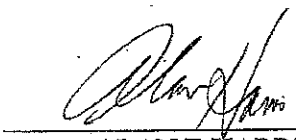
1. Mr. Marr is guilty of a doping violation under WTC's Anti-Doping Rules.

2. Pursuant to Article 10.3 of those Rules, his period of ineligibility shall run from August 13, 2010 until the date of this Award and any money, medals, points or prizes from the results of the 2010 Vineman Ironman 70.3 shall be forfeited.

3. The administrative fees and expenses of the American Arbitration Association totaling $975.00 the compensation and expenses of the Arbitrator totaling $9,099.55 shall be borne by WTC as provided for in Exhibit A to this Award.

4. This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Dated: February 22, 2011.



ALAN E. HARRIS
Arbitrator

AMERICAN ARBITRATION ASSOCIATION
SUPPLEMENTARY PROCEDURES FOR THE
ARBITRATION OF ANTI-DOPING RULE VIOLATIONS
(WORLD TRIATHLON MODIFICATIONS)

IN RE: TIMOTHY MARR
ANTI-DOPING PROCEEDINGS

STIPULATION FOR THE INVOCATION
OF JURISDICTION

World Triathlon Corporation ("WTC"), as the charging party, and TIMOTHY MARR, as the charged athlete ("Athlete"), by and through their respective undersigned counsel, hereby consent to the jurisdiction of the American Arbitration Association pursuant to the American Arbitration Association's Supplementary Procedures for the Arbitration of Anti-Doping Rule Violations, amended and effected as of May 1, 2009 subject to WTC modifications (copy attached) for all proceedings and hearings related to the allegations of violation of WTC anti-doping protocols by the Athlete at Vineman 70.3 on July 18, 2010.

Date: 10/1/2010

FRANK R. JAKES, ESQ.
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Dated: OCT 05 2010

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EXHIBIT A

American Arbitration Association Supplementary Procedures for the Arbitration of Anti-Doping Rule Violations -- As Modified for World Triathlon Corporation ("WTC")

Amended and Effective as of ~~May 1, 2009~~October 6, 2010

Click here to see Summary of Changes

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R-1. Applicability

The Commercial Arbitration Rules of the American Arbitration Association (AAA), as modified by these Supplementary Procedures for the Arbitration of Anti-Doping Rule Violations (Supplementary Procedures) shall apply to arbitrations, which arise out of World Triathlon Corporation ("WTC") Protocol. To the extent that there is any variance between the Commercial Arbitration Rules and the Supplementary Procedures, the Supplementary Procedures shall control.

R-2. AAA and Delegation of Duties

Anti-doping rule violation cases shall be administered by the AAA through the AAA Vice President then serving as the Secretary for the North American/Central American/Caribbean Islands Decentralized Office of The Court of Arbitration for Sport or his/her designee (Administrator).

R-3. National Pool of Arbitrators

The Pool of AAA Arbitrators for anti-doping rule violation cases shall consist of the Court of Arbitration for Sport (CAS) Arbitrators who are citizens of the USA. (the Arbitrator Pool). Any reference to arbitrator in these rules shall also refer to an arbitration panel consisting of three arbitrators, if applicable. All arbitrators in the Arbitrator Pool shall have received training by the AAA.

R-4. Initiation by WTC

Arbitration proceedings shall be initiated by WTC by sending a notice to the athlete or other person charged with an anti-doping rule violation and the Administrator. The notice shall set forth (i) the offense and (ii) the sanction, consistent with the applicable WTC rules and the mandatory Articles from the World Anti-Doping Code (Annex A of the WTC Protocol) which WTC is seeking to have imposed and other possible sanctions, which could be imposed under the applicable International Federation rules and the mandatory Articles from the World Anti-Doping Code (Annex A of the WTC Protocol). The notice shall include a copy of the WTC Protocol and these Supplemental Procedures. The parties to the proceeding shall be WTC and the athlete or other person charged with an anti-doping rule violation. The applicable International Federation and World Anti-Doping Association shall also be invited to join in the proceeding as a party or as an observer. If the parties agree or the athlete or other person charged with an anti-doping rule violation requests and the arbitrator agrees, the hearing shall be open to the public.

R-5. Changes of Claim

After filing of a claim, if any party desires to make any new or different claim, it shall be made

in writing and filed with the AAA. The party asserting such a claim shall provide a copy of the new or different claim to the other party or parties. After the arbitrator is appointed, however, no new or different claim may be submitted except with the arbitrator's consent.

R-6. Applicable Procedures

All cases shall be administered in accordance with Sections R-1 through R-51 of these rules.

At the request of any party, any time period set forth in these procedures may be shortened by the arbitrator(s) where doing so is reasonably necessary to resolve any athlete's eligibility before a protected competition, while continuing to protect the right of an athlete or other person charged with an anti-doping rule violation to a fair hearing. The shortened time periods shall not prohibit the athlete's or other person's right to request three (3) arbitrators.

If a request to expedite the adjudication process is made prior to the arbitration panel being appointed, the AAA shall randomly select one (1) arbitrator from the Arbitrator Pool, who shall determine whether the adjudication process shall be expedited and the schedule pursuant to which the process shall proceed. This randomly selected arbitrator shall not sit on the panel.

If a request to expedite the adjudication process is made after the arbitration panel is appointed, the arbitration panel shall determine whether the adjudication process shall be expedited and the schedule pursuant to which the process shall proceed.

R-7. Jurisdiction

a. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

b. The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

c. A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-8. Administrative Conference

At the request of any party or upon the AAA's own initiative, the AAA may conduct an administrative conference, in person or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential mediation of the dispute, potential exchange of information, a timetable for hearings and any other administrative matter.

R-9. Fixing of Locale

The locale of the arbitration shall be in the United States at a location determined by the Administrator using criteria established by the AAA but making every effort to give preference to the choice of the athlete or other person charged with an anti-doping rule violation.

R-10. Qualifications of Arbitrator.

a. Any arbitrator appointed pursuant to Section R-11, or selected by mutual choice of the parties

or their appointees, shall be subject to disqualification for the reasons specified in Section R-14. If the parties specifically so agree in writing, the arbitrator shall not be subject to disqualification for those reasons.

b. Party-appointed arbitrators are expected to be neutral and may be disqualified for the reasons set forth in R-14.

R-11. Appointment of the Arbitration Panel

The arbitrator(s) shall be appointed in the following manner:

a. Immediately after the initiation of a proceeding by WTC (as set forth in R-4), the AAA shall send simultaneously to each party to the dispute an identical list of all names of persons in the Arbitrator Pool.

b. The proceeding shall be heard by one (1) arbitrator from the list of persons in the Arbitrator Pool (as set forth in R-3), unless within five (5) days following the initiation of the proceeding by WTC, a party elects instead to have the matter heard by a panel of three (3) arbitrators from the Arbitrator Pool (Arbitration Panel). Such election shall be in writing and served on the Administrator and the other parties to the proceeding.

c. If the proceeding is to be heard by one (1) arbitrator, that arbitrator shall be appointed as follows:

i. Within ten (10) days following receipt of the Arbitrator Pool list provided by the Administrator under R-11a, the parties shall notify the Administrator of the name of the person who is mutually agreeable to the parties to serve as the arbitrator.

ii. If the parties are unable to agree upon an arbitrator by the time set forth in paragraph c.i of this Rule, each party to the dispute shall have five (5) additional days in which to strike up to one third of the Arbitrator Pool, rank the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the panel without the submission of additional lists.

d. If the proceeding is to be heard by a panel of three (3) arbitrators, those arbitrators shall be appointed as follows:

i. Within five (5) days following receipt of the Arbitrator Pool list provided by the Administrator under R-11a or from receipt of notice of the request to have a three (3) arbitrator panel, whichever is later, WTC, or WTC and the International Federation, if a party, shall designate one (1) arbitrator from the Arbitrator Pool. The athlete or other person charged with an anti-doping rule violation shall have an additional five (5) days following receipt of the arbitrator choice from WTC, or from WTC and the International Federation, if a party, to designate one (1) arbitrator from the Arbitrator Pool.

ii. The two (2) arbitrators chosen by the parties shall choose the third arbitrator from among the remaining members of the Arbitrator Pool. The AAA shall furnish to the party-appointed arbitrators the Arbitrator Pool list. If the two (2) arbitrators chosen by the parties are unable,

within seven (7) days following their selection, to choose the third arbitrator, then the party-appointed arbitrators shall so notify the AAA which shall notify the parties. Within five (5) days of receipt of notice from the AAA that the party-selected arbitrators are unable to reach or have not reached agreement, the parties shall then each strike up to one third of the Arbitrator Pool and rank the remaining members in order of preference. From among the persons who have not been stricken by the parties, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of one (1) arbitrator to serve. The third arbitrator shall serve as Chair of the Arbitration Panel.

R-12. Number of Arbitrators

The number of arbitrators shall be one (1) unless any party requests three (3).

R-13. Notice to Arbitrator of Appointment

Notice of the appointment of the arbitrator, whether appointed mutually by the parties or by the AAA, shall be sent to the arbitrator by the AAA, together with a copy of these rules The signed acceptance of the arbitrator shall be filed with the AAA prior to the opening of the first hearing.

R-14. Disclosure and Challenge Procedure

a. Any person appointed as an arbitrator shall disclose to the AAA any circumstance likely to affect impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives.

b. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

c. Upon objection of a party to the continued service of an arbitrator, the AAA shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

R-15. Communication with Arbitrator

a. No party and no one acting on behalf of any party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator. Unless the parties agree otherwise or the arbitrator so directs, any communication from the parties to an arbitrator shall be sent to the AAA for transmittal to the arbitrator. No party and no one acting on behalf of any party shall communicate with any arbitrator concerning the selection of the third arbitrator.

b. Once the panel has been constituted, no party and no one acting on behalf of any party shall communicate unilaterally concerning the arbitration with any arbitrator.

R-16. Vacancies

a. If for any reason an arbitrator is unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

b. In the event of a vacancy in a panel of arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

c. In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine

in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-17. Preliminary Hearing

a. At the request of any party or at the discretion of the arbitrator or the AAA, the arbitrator may schedule as soon as practicable a preliminary hearing with the parties and/or their representatives. The preliminary hearing may be conducted by telephone at the arbitrator's discretion. There is no administrative fee for the first preliminary hearing.

b. During the preliminary hearing, the parties and the arbitrator should discuss the future conduct of the case, including clarification of the issues and claims, a schedule for the hearings and any other preliminary matters.

R-18. Exchange of Information

a. At the request of any party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.

b. Unless otherwise agreed by the parties or ordered by the arbitrator, at least five (5) business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.

c. The arbitrator is authorized to resolve any disputes concerning the exchange of information.

R-19. Date, Time, and Place of Hearing

Except as may be mutually agreed by the parties or upon the request of a single party for good cause as may be determined by the arbitrator, the hearing, including any briefing ordered by the arbitrator, shall be completed within three (3) months of the appointment of the arbitrator. On good cause shown by any party, the hearing process shall be expedited as may be necessary in order to resolve the determination of an athlete's eligibility prior to any protected competition or team selection for a protected competition.

R-20. Attendance at Hearings

The arbitrator and the AAA shall maintain the privacy of the hearings unless the hearing is open to the public as prescribed in R-4. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person other than (i) a party and its representatives and (ii) those entities identified in R-4, which may attend the hearing as observers. If the parties agree, or the athlete or other person charged with a doping offense requests and the arbitrator agrees, hearings or any portion thereof may also be conducted telephonically.

R-21. Representation

Any party may be represented by counsel or other authorized representative. A party intending to be so represented shall notify the other party and the AAA of the name and address of the representative at least three (3) days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

R-22. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-23. Stenographic Record

Any party desiring a stenographic record of all or a portion of the hearing shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three (3) days in advance of the start of the hearing or as required by the arbitrator. The requesting party or parties shall pay the cost of the transcript they request, whether full or partial. If a party seeks a copy of a transcript, full or partial, requested by another party, then the other party shall pay half the costs of the transcript to the requesting party. If the entire transcript is requested by the parties jointly, or if all or a portion of the transcript is determined by the arbitrator to be the official record of the proceeding or necessary to the arbitrator's decision, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator with the costs of the transcription divided equally between the parties. The arbitrator may award the costs of transcription for a transcript requested by the arbitrator as expenses of the arbitration pursuant to R-48.

R-24. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-25. Postponements

The arbitrator may postpone any hearing upon agreement of the parties, upon request of a party for good cause shown, or upon the arbitrator's own initiative. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the administrative fee schedule.

R-26. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

R-27. Conduct of Proceedings

a. WTC shall present evidence to support its claim. The athlete or other person charged with an anti-doping rule violation shall then present evidence to support his/her defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

b. The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

c. The parties may agree to waive oral hearings in any case.

R-28. Evidence

a. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is absent, in default or has waived the right to be present.

b. The arbitrator may only retain an expert or seek independent evidence if agreed to by the parties and the parties agree to pay for the cost of such expert or independent evidence The parties shall have the right to examine any expert retained by the arbitrator and shall have the right to respond to any independent evidence obtained by the arbitrator.

c. The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant.

d. The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

e. An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

f. Hearings conducted pursuant to these rules shall incorporate mandatory Articles from the World Anti-Doping Code (Annex A of the WTC Protocol). If the World Anti-Doping Code is silent on an issue and then the WTC Protocol shall apply as determined by the arbitrator.

R-29. Evidence by Affidavit and Post-hearing Filing of Documents or Other Evidence

a. The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.

b. If the parties agree, if any party requests and the arbitrator agrees, or if the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with the AAA for transmission to the arbitrator within 30 days of the conclusion of the hearing. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-30. Inspection or Investigation

An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration shall direct the AAA to so advise the parties. The arbitrator shall set the date and time and the AAA shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-31. Interim Measures

The arbitrator may take whatever interim measures he or she deems necessary.

R-32. Closing of Hearing

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. The arbitrator shall declare the hearing closed unless a party demonstrates that the record is incomplete and that such additional proof or witness(es) are pertinent and material to the controversy. If briefs are to be filed or a transcript of the hearing produced, the

hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs; or receipt of the transcript. If documents are to be filed as provided in R-29, and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the arbitrator is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

R-33. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, or upon application of a party, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time required by R-38, the matter may not be reopened unless the parties agree on an extension of time.

R-34. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-35. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The AAA shall notify the parties of any extension.

R-36. Serving of Notice

a. Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served on a party by mail addressed to the party, or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.

b. The AAA, the arbitrator and the parties may also use overnight delivery or electronic facsimile transmission (fax), to give the notices required by these rules. Where all parties and the arbitrator agree, notices may be transmitted by electronic mail (email), or other methods of communication.

c. Unless otherwise instructed by the AAA or by the arbitrator, any documents submitted by any party to the AAA or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

R-37. Majority Decision

When the panel consists of more than one arbitrator, a majority of the arbitrators must make all decisions.

R-38. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator.

R-39. Form of Award

Any award shall be in writing and signed by a majority of the arbitrators. It shall be executed in the manner required by law. In all cases, the arbitrator shall render a reasoned award.

R-40. Scope of Award

a. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the World Anti-Doping Code and the WTC Protocol or the USOC Anti-Doping Policies.

b. In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards.

R -41. Award upon Settlement

If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a "consent award."

R-42. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

The AAA shall also provide a copy of the award (preferably in electronic form) to the appropriate National Governing Body.

The award is public and shall not be considered confidential.

R-43. Modification of Award

Within five (5) days after the transmittal of an award, any party, upon notice to the other parties, may request the arbitrator, through the AAA, to correct any clerical, typographical, or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided. The other parties shall be given five (5) days to respond to the request. The arbitrator shall dispose of the request within five (5) days after transmittal by the AAA to the arbitrator of the request and any response thereto.

R-44. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to the party, at the party's expense, certified copies of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration. If the matter is appealed to CAS, the AAA shall furnish copies of documents required in connection with that proceeding.

R-45. Appeal Rights

The arbitration award may be appealed to CAS as provided in the WTC Protocol, which incorporates the mandatory Articles on Appeals from the World Anti- Doping Code. Notice of appeal shall be filed with the Administrator within the time period provided in the CAS appellate rules. Appeals to CAS filed under these rules shall be heard in the United States. The decisions of CAS shall be final and binding on all parties and shall not be subject to any further review or appeal except as permitted

by the Swiss Federal Judicial Organization Act or the Swiss Statute on Private International Law.

R-46. Applications to Court and Exclusion of Liability

a. No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

b. Neither the AAA nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration.

c. Parties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

d. Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

R-47. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe filing and other administrative fees and service charges to compensate it for the cost of providing administrative services. The fees in effect when the fee or charge is incurred shall be applicable. The filing fee and any other administrative fee or charge shall be paid by the USOC.

R-48. Expenses

The expenses of witnesses for any party shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other reasonable and customary expenses of the arbitrator shall be paid by the WTC. The expenses associated with an expert retained by an arbitrator or independent evidence sought by an arbitrator shall be paid for as provided in R-28b.

R-49. Arbitrator's Compensation

a. Arbitrators shall be compensated at a rate consistent with the current CAS rates.

b. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the AAA and confirmed to the parties and the WTC.

c. Any arrangement for the compensation of an arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.

d. Arbitrator fees shall be paid by WTC for a single Arbitrator. If the athlete elects to proceed with three (3) arbitrators, the athlete shall be responsible for the fees (including travel and other reasonable and customary expenses) of the Arbitrator selected by the athlete.

R-50. Payment of Fees, Expenses and Compensation for Citizens of a Country Other than USA

Notwithstanding R-47, R-48 and R-49, if the athlete or other person charged with an anti-doping rule violation is a citizen of a country other than the USA, then the authority requesting that WTC prosecute the anti-doping rule violation shall pay for the arbitration fees, expenses and arbitrator's compensation associated with the arbitration. The AAA may require such authority to deposit in advance of any hearings such sums of money as it deems necessary to cover the expense of the arbitration, including the arbitrator's fee. If such payments are not made, the AAA may order the suspension or termination of the proceeding.

R-51. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other rules shall be interpreted and applied by the AAA.

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL

WORLD TRIATHLON CORPORATION,

Claimant,

v. ARBITRATION NO. 74 190 00738 10 JENF

TIMOTHY MARR, Hearing: January 19 & 20, 2011

Respondent
_____/

STIPULATION OF UNCONTESTED FACTS AND ISSUES

WORLD TRIATHLON CORPORATION ("WTC") and TIMOTHY MARR ("Mr. Marr") stipulate and agree, for purposes of all proceedings involving Urine Specimen No. 1534690, the following:

1. The World Triathlon Corporation Anti-Doping Rules ("WTC Rules") of IRONMAN® TRIATHLON events Version 3.0 effective January, 2010 governs the hearing for the doping offense involving specimen No. 1534690;

2. That the mandatory provisions of the World Anti-Doping Agency Code ("WADA Code") including, but not limited to, the definitions of Doping, Burdens of Proof, Classes of Prohibited Substances and Prohibited Methods, are applicable to this hearing for the doping offense involving Specimen No. 1534690;

3. That Mr. Marr gave the urine sample designated as Specimen No. 1534690 at 11:22 AM PST on July 18, 2010 as part of the WTC in-competition testing program at the IRONMAN® 70.3 Vineman Triathlon Event;

4. That each aspect of the sample collection and processing for the A Bottle of Specimen No. 1534690 was conducted appropriately and without error;

EXHIBIT B

5. That the chain of custody for Specimen No. 1534690 from the time of collection and processing at the collection site to receipt of the sample by the World Anti-Doping Agency accredited laboratory at the University of California at Los Angeles ("UCLA Laboratory") was conducted appropriately and without error;

6. That the UCLA Laboratory's chain of custody for Specimen No. 1534690 was conducted appropriately and without error;

7. That the UCLA Laboratory, through accepted scientific procedures and without error, determined the sample positive for the finding of amphetamine which is prohibited in the Class of Stimulants on the 2010 WADA Prohibited List, in the A Bottle of Specimen No. 1534690 ("Positive Test");

8. That Mr. Marr elected to have the sample in his B Bottle of Specimen No. 1534690 tested by the UCLA Laboratory which confirmed the Positive Test for the presence of amphetamine in the amount of 332ng/ml.

9. That a subsequent Chiral analysis of Mr. Marr's samples from Specimen No. 1534690 revealed that the specimen contained 60% D-amphetamine and 40% L-amphetamine, and that this finding is consistent with the amphetamine known as Adderall.

10. That Mr. Marr agrees that the Positive Test constitutes a first doping offense;

11. That the Parties agree that the period of ineligibility will be a maximum of two (2) years;

12. That Mr. Marr reserves the right to argue for the elimination or reduction of any period of Ineligibility under the applicable rules;

13. That WTC will not challenge the authenticity of the medical records of David McGue produced by counsel for Mr. Marr during these proceedings.

DATED: January 19, 2011.

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