

CAS 2025/A/11162 Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Roberto Moreno, Professor and Attorney-at-Law, Asunción, Paraguay
Co-arbitrators: David Arias, Professor and Attorney-at-Law, Madrid, Spain
Juan Pablo Arriagada Aljaro, Attorney-at-Law, Santiago, Chile

in the arbitration between

Asociación Liga Deportiva Alajuelense, Costa Rica

Represented by Alberto Ruiz de Aguiar Díaz-Obregón and Botond Pintér, Attorneys-at-Law,
Madrid, Spain

- Appellant -

v.

Club León, Mexico

Represented by Gorka Villar Bollain, Attorney-at-Law, Madrid, Spain

- First Respondent -

&

Club de Fútbol Pachuca, Mexico

Represented by Lucas Ferrer and Luis Torres, Attorneys-at-Law, Barcelona, Spain

- Second Respondent -

&

Fédération Internationale de Football Association, Switzerland

Represented by Miguel Liétard Fernández-Palacios

- Third Respondent -

I. PARTIES

1. Asociación Liga Deportiva Alajuelense (the “**Appellant**” or “**LDA**”), is a professional football club from Costa Rica, affiliated to the Costa Rican Primera División and the *Federación Costarricense de Fútbol* (“**FCF**”), which in turn is affiliated to *Fédération Internationale de Football Association* (FIFA).
2. Club León (the “**First Respondent**” or “**Club León**”), is a Mexican football club affiliated to the *Federación Mexicana de Fútbol Asociación* (“**FMF**”), which is affiliated to *Fédération Internationale de Football Association* (FIFA).
3. Club de Fútbol Pachuca (the “**Second Respondent**” or “**Club Pachuca**”), is also a Mexican club affiliated to the FMF.
4. *Fédération Internationale de Football Association* (the “**Third Respondent**” or “**FIFA**”), is the international governing body of football, with its headquarters in Zürich, Switzerland.
5. Club León and Club Pachuca shall be jointly referred to as the “**Mexican Clubs**”, where applicable; the Mexican Clubs and FIFA shall be jointly referred to as the “**Respondents**”, where applicable; the Appellant and the Respondents together shall jointly be referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

6. The elements set out below constitute a summary of the main relevant facts of the case as established by the Panel, based on the written and oral submissions presented and the evidence examined during these proceedings; it is made for the sole purpose of providing a synopsis of the dispute. Thus, additional facts or issues may be set out, where relevant, in the legal considerations contained in this award (the “**Award**”). While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in the Award only to the submissions and evidence it considers necessary to explain its reasoning.

A. The Competition and its regulations

7. On 16 December 2022, the FIFA Council, convened in Doha, Qatar, approved a 32-team international club competition named the FIFA Club World Cup (the “**Competition**”).
8. On 14 February 2023, the FIFA Council unanimously approved the slot allocation for the Competition (“**Slot Allocation**”), the breakdown of which is as follows:
 - Asian Football Confederation (“**AFC**”): 4 slots,
 - *Confédération Africaine de Football* (“**CAF**”): 4 slots,
 - Confederation of North, Central America and Caribbean Association Football (“**Concacaf**”): 4 slots,
 - *Confederación Sudamericana de Fútbol* (“**CONMEBOL**”): 6 slots,
 - Oceania Football Confederation (“**OFC**”): 1 slot,

- *Union des associations européennes de football (“UEFA”)*: 12 slots, and
- The tournament’s host: 1 slot.

9. On 14 March 2023, the FIFA Council unanimously approved the following “*key principles of access*” (“**Access Principles**”):

“With a period of consideration being the four-year period of the seasons ending in 2021 and 2024, the key principles of access are as follows:

- *For confederations with more than four slots: access for the champions of the previous four editions of the confederation’s premier club competition, and additional teams to be determined by a club ranking based on the same four-year period*
- *For confederations with four slots: access for the champions of the previous four editions of the confederation’s premier club competition*
- *For confederations with one slot: access for the highest ranked club between the champions of the confederation’s premier club competition in the four-year period*
- *For the host country: access for the club occupying this slot will be determined at a later stage*

Other criteria also apply:

- *In the event of a club winning two or more editions of the confederation’s premier club competition during the 2021-2024 period, a club ranking calculated based on sporting criteria will be used to grant access*
- *A cap of two clubs per country will be applied to the access list with an exception in case more than two clubs from the same country win the confederation’s premier club competition over the four-year period*
- *Further consultation will follow with confederations and stakeholders to define the calculation mechanisms of the club ranking, which will be based on sporting criteria”.*

10. On 4 June 2023, Club León won the Concacaf Champions Cup and qualified for the Competition.
11. On 1 June 2024, Club Pachuca won the Concacaf Champions Cup, qualifying for the Competition as the fourth winner of this tournament.
12. On 3 October 2024, the FIFA Council approved the FIFA Club World Cup 2025 Regulations (the “**CWC Regulations**”).

B. The exchange of documents between FIFA and the Mexican Clubs

13. On 17 October 2024, FIFA, via its Chief Legal and Compliance Officer, sent a request for information to the Mexican Clubs. FIFA’s stated purpose for the request was to conduct a preliminary review of any possible links between Grupo Pachuca, Club Pachuca and Club León in the context of Article 10 of the CWC Regulations:

“A tenor de lo dispuesto en el artículo 11 del Reglamento FCWC, el Club Pachuca y el Club León ostentan el derecho deportivo a participar en el Mundial de Clubes de la FIFA 2025™, ello sujeto al cumplimiento de los requisitos reglamentarios y, en particular, a lo determinado en el mencionado artículo 10 del Reglamento FCWC.

En este marco preliminar, la administración de la FIFA debe de proceder a examinar, con carácter inicial, la posible existencia de vínculos entre Grupo Pachuca, el Club Pachuca

y el Club León en el contexto reglamentario anteriormente referido, ello sin perjuicio de las competencias que, en su caso, dispondría la Comisión Disciplinaria de la FIFA en un momento procesal posterior de este proceso”.

14. FIFA requested, *inter alia*, the following: documents showing the shareholding and voting structure of both Clubs, including any such document that would show links with Grupo Pachuca or any other entity that could control or exert influence over both Clubs; documents indicating whether Grupo Pachuca or any other individual or legal entity had the right to name or substitute people involved in the administration, management or supervision of both Clubs; and documents evidencing any form of influence over the decision-making process of both Clubs by Grupo Pachuca or any other individual or legal entity. The letter granted the Clubs seven days to produce the requested documents.
15. On 23 October 2024, the Mexican Clubs replied to FIFA’s request by way of separate letters. In response, Club Pachuca provided the following documents: (i) a copy of the certificate of incorporation of *Promotora del Club Pachuca Sociedad Anónima de Capital Variable* –the corporate entity behind Pachuca– dated 24 July 1995; and (ii) a copy of public deed reflecting alterations to the ownership structure of Pachuca, dated 5 January 2023; León produced (i) a copy of the certificate of incorporation of *Fuerza Deportiva del Club León Sociedad Anónima de Capital Variable* –the corporate entity behind León– dated 23 December 2010; and (ii) a copy of public deed reflecting alterations to the ownership structure of León, dated 5 January 2023.
16. Both Club León and Club Pachuca asserted in their respective communications that Grupo Pachuca was not a legal entity, but rather a brand that identifies a set of independent companies as part of a wider corporate group. They further denied the existence of any document pertaining to FIFA’s other requests relating to Grupo Pachuca or other entities influencing several aspects of both clubs’ independence.
17. On 30 October 2024, FIFA informed the Mexican League (“**Liga MX**”) about its preliminary analysis on the control and influence structures relating to Grupo Pachuca and the Clubs and requested a series of documents.
18. On the same day, FIFA acknowledged receipt of the Mexican Clubs’ letters and documents annexed. In response, FIFA issued a new set of document requests, with a seven-day deadline for presenting the following: copy of the Clubs’ statutes, internal regulations and other documents relating to the ownership, control, influence, and decision-making processes of the clubs; clarification on the role of the shareholders and members of the board of directors on the administration of the clubs; minutes of meeting of the board of directors; confirmation of any financial support given to the clubs by Grupo Pachuca; documentation on the clubs’ registration before Liga MX for the 2024/2025 season, including the registration of the club owners and representatives; and explanations and relevant documental evidence of any specific procedures or policies adopted by Liga MX to protect the its competitions integrity in relation to the clubs.
19. On 6 November 2024, Liga MX replied to the request, presenting nine documents.

20. On 8 November 2024, the Mexican Clubs replied to FIFA's document requests within the extended deadline. They presented 11 documents each, some of which had been forwarded previously (*i.e.*, certificate of incorporation and current ownership structure, the interim Internal Regulation of Liga MX, the Liga MX's Competition Regulations for the 2024-2025 season, the minutes of the Ordinary General Assembly of Clubs dated 22 May 2023, etc.). As a newly presented document, the Mexican Clubs presented the trademark registry of Grupo Pachuca and affirmed that Grupo Pachuca had not provided any financial support to either of the clubs as it is not a corporate entity.

C. The Complaint filed by LDA and subsequent exchanges with FIFA

21. On 19 November 2024, LDA filed a complaint with FIFA (the "**Complaint**"), whereby it argued that the Mexican Clubs were in an alleged situation of Multi-Club Ownership ("**MCO**"), prohibited by Article 10 of the CWC Regulations, and therefore one of them should be expelled from the Competition and replaced by LDA.
22. *In concreto*, in the Complaint the Appellant requested FIFA the following matters:
- "i. Admit this Complaint as provided for by the FCWC 2025 Regulations;*
 - ii. Urgently open an expedited investigation into the Respondents;*
 - iii. Without delay, open disciplinary proceedings against the Respondents and include all necessary parties, particularly, giving LDA the opportunity to intervene in such proceedings;*
 - iv. Expel either the First or Second Respondent or both from the FCWC 2025, on the basis of being in violation of the MCO provisions found in Article 10.1 of the Regulations, as deemed appropriate by the General Secretariat according to Article 10.4 of the Regulations;*
 - v. Declare that LDA shall be admitted to the FCWC 2025 and shall fill the vacancy left by one of the Respondents based on the provisions of Article 10.4 and based on the criteria found in Article 11 of the Regulations;*
 - vi. Issue provisional measures according to Article 51 FDC, namely, to carry out the Group Draw of the FCWC on 05 December 2024 without the inclusion of the Respondents and instead leave two vacant spots to be filled at a later date; and*
 - vii. Declare that FIFA or the Respondents shall bear the costs of any and all procedures related to or deriving from this Complaint as deemed most appropriate".*

23. The Complaint was accompanied by an intelligence and investigation report conducted by *Sportradar* (the "**Report**") which stated *inter alia* that there existed a MCO situation with Club Pachuca and Club León.

24. On 22 November 2024, FIFA answered LDA as follows (the "**FIFA Reply**"):

"In this regard, please be advised that the matter is currently undergoing due analysis. Furthermore, please be advised that even though you are entitled to file a complaint with regard to a conduct considered incompatible with the FDC and/or any other provisions of FIFA regulations, it does not follow that you become a party to the proceedings (if any).

With the above in mind, we would also like to draw your attention to the fact that we will not be in a position to provide you with information concerning your inquiries or regarding the state of the proceedings before the FIFA Disciplinary Committee (if any).

However, in the event that we require any further information or documents from your part, we will contact you in due course”.

25. On 27 November 2024, LDA presented an Answer to this FIFA communication (the “**LDA Answer**”).
26. In the LDA Answer the club stated *inter alia* that this is not a disciplinary procedure, that the role of the FIFA Disciplinary Committee (“**FIFA DC**”) is limited to assessing whether Club Pachuca or Club León fail to meet the MCO criteria, and that decision of the FIFA General Secretary (“**FIFA SG**”) not only pertains to admitting one of the clubs and correlatively excluding the other but also to deciding which third club will replace the excluded club and reasserted LDA’s alleged legitimate interest which prevents its exclusion from the procedure. LDA also stated that even if it were deemed a disciplinary procedure, FIFA cannot hide behind its bodies to exclude LDA as it should nevertheless be involved as a party with legitimate interests in the outcome of the case. LDA also stated that its Complaint falls within the factual pattern of the “Byron Castillo” case and there does not appear to be in any reason why FIFA should not commit itself to again adopt this position, and that LDA has a clear stake in the matter being the “next-in-line” club. LDA finally asserted that the continuing exclusion of it from the proceedings and from any clarity and information is growing tantamount to a denial of justice, and that if FIFA fails to duly take action or appears to do so, LDA would be left with no option but to refer the matter directly to the Court of Arbitration for Sport.
27. The LDA Answer finalized with the following additional requests:
 - “viii. FIFA reconsider its position laid out in its communication dated 22 November 2024 whereby it did not explicitly admit or deny any of LDA’s requests but did seemingly exclude LDA from any involvement.*
 - ix. FIFA disclose the facts surrounding the Participation Agreement, specifically, what representations were made by Leon and Pachuca, and what verification process (inter alia, documented due diligence), if any, was undertaken by FIFA in this regard;*
 - x. FIFA set a transparent and clear schedule for a procedure to address the matter and ensure the rights of the parties are respected.*
 - xi. If FIFA does not consider this a disciplinary matter for the reasons laid out in this Answer, then to involve LDA in any other type(s) of procedure that is opened in this matter”.*
28. On 5 December 2024, the draw for the Competition group stage was held in Miami, Florida, which included the Mexican Clubs.
29. On 9 December 2024, LDA sent a communication to FIFA via email stating that FIFA’s conduct had amounted to a violation of LDA’s procedural and substantive rights and reasserted its position. It also included an update on the Report.

30. On 10 December 2024, FIFA responded to the Appellant and referred to it to “*the previous email of 22 November 2024, the contents of which are self-explanatory*” (the “**Second FIFA Reply**”).
31. On 16 January 2025, the Appellant sent FIFA another communication insisting on the Complaint and stating *inter alia* that:

“LDA explicitly states that it considers it within its rights to have a communicated decision on this matter by the end of this month. If LDA is not in receipt of an Answer by the end of January (31 January 2025), it will understand that FIFA is refusing to enforce its own regulations and LDA reserves the right to pursue its legitimate interests based on the Competition Regulations and other applicable regulations and laws via any and all appropriate legal avenues”.

D. The Participation Agreements and the Appeal by LDA

32. On 3 February 2025, FIFA sent the Participation Agreements to all qualified clubs to the FIFA Club World Cup 2025 –including the Mexican Clubs– granting them a deadline until 7 February 2025 to submit a signed copy of it.
33. The Participation Agreements provided, *inter alia*, that:

“1. The undersigned club (‘Club’) hereby confirms that its participation in the FIFA Club World Cup™ 2025 (‘Competition’), is inter alia subject to it signing a Participation Agreement and fulfilling, in particular, the criteria under articles 4, 5 and 10 of the Regulations for the FIFA Club World Cup™ 2025 (‘Competition Regulations’).
2. The Club acknowledges and agrees that by signing this Short Form, it is directly bound by articles 4, 5 and 10 of the Competition Regulations. Whilst FIFA and the Club acknowledge that a detailed Participation Agreement will follow in due course, the Club acknowledges and agrees that this Short Form constitutes the ‘Participation Agreement’ for the purpose of articles 4, 5 and 10 of the Competition Regulations.
3. The Club also acknowledges and agrees that FIFA is entitled to issue additional FIFA Regulations and/or to reissue, amend and revise existing FIFA Regulations at its sole discretion. If at any time there is an inconsistency between this Short Form and the FIFA Regulations, the FIFA Regulations shall take precedence. [...]
5. This form shall be sent back by no later than 7 February 2025, failing which it may be considered that the Club has waived its right to participate in the Competition.”

34. On that same date, the Appellant filed an appeal before the Court of Arbitration for Sport (*infra* ¶ 45).
35. On 6 February 2025, the Mexican Clubs submitted the signed Participation Agreements to FIFA.

E. Subsequent proceedings before FIFA regarding the Mexican Clubs: the FIFA AC Decision and the FIFA SG Decision

36. On 7 February 2025, the FIFA SG sent a letter to the Chairperson of the FIFA DC regarding his *“doubt as to whether Club Pachuca and Club León fully comply with the criteria outlined in Article 10 of the FCWC Regulations”*.
37. Consequently, and pursuant to Article 10.2 of the CWC Regulations, the FIFA SG formally referred the case to the FIFA DC.
38. On 11 February 2025, the FIFA DC formally opened disciplinary proceedings against the Mexican Clubs for an alleged breach of Article 10.1 of the CWC Regulations, following the FIFA SG’s referral. In the communication notifying the commencement of the disciplinary proceedings, registered under number FDD-21931, the FIFA DC granted the Mexican Clubs 10 days to present their initial observations.
39. On 24 February 2025, the Mexican Clubs submitted their initial observations regarding the alleged breach of Article 10.1 of the CWC Regulations within the extended deadline. Both Clubs submitted separate observations.
40. On that same date, the Chairperson of the FIFA DC informed the Mexican Clubs that (a) due to the urgency of the matter and (b) in light of the possibility that the outcome of these proceedings affects the development of the Competition, and pursuant to Article 56.3 of FIFA’s Disciplinary Code (**“FD Code”**), the case would be referred to the FIFA Appeal Committee (**“FIFA AC”**).
41. On 25 February 2025, the Mexican Clubs were invited to present their final positions by 7 March 2025. Furthermore, a hearing was called to be held on 17 March 2025 at FIFA’s offices in Miami, USA.
42. On 17 March 2025, a hearing was held in connection with proceedings FDD-21931.
43. On 20 March 2025, the FIFA AC issued the following decision regarding the MCO situation of the Mexican Clubs (the **“FIFA AC Decision”**):

“1. CF Pachuca and Club León fail to meet the criteria defined under Article 10.1 of the Regulations for the FIFA Club World Cup 2025™.

2. The FIFA general secretariat shall decide which club may be admitted to the FIFA Club World Cup 2025™ and how the club that is not admitted shall be replaced in accordance with Article 10.4 of the Regulations for the FIFA Club World Cup 2025™.”

44. On 21 March 2025, the FIFA SG notified the following decision to the Mexican Clubs (the **“FIFA SG Decision”**):

“We would like to refer you to the decision passed by the FIFA Appeal Committee, notified on 21 March 2025, which establishes that both clubs, Club de Fútbol Pachuca and Club

León, failed to meet the criteria on multi-club ownership, defined under article 10 paragraph 1 of the Regulations for the FIFA Club World Cup 2025.

According to article 10 paragraphs 3 and 4 of the Regulations for the FIFA Club World Cup 2025, if two clubs fail to meet the criteria on multi-club ownership, only one of them may be admitted to the competition. In such cases, the FIFA general secretariat shall decide which club may be admitted to the competition, and how the club that is not admitted shall be replaced.

On the basis of the above, and taking into consideration different criteria including sporting, Club de Fútbol Pachuca shall be the club admitted to the FIFA Club World Cup 2025. The decision on the club admitted to the competition as a replacement of Club León will be taken in due course, in accordance with the principles established in the Regulations for the FIFA Club World Cup 2025”.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT (“CAS”)

45. On 3 February 2025 (*supra* ¶ 34), LDA filed its Statement of Appeal to the Court of Arbitration for Sport in English, pursuant to Article R48 *et seq.* of the Code of Sports-related Arbitration – 2023 Edition (the “**CAS Code**”), against Club León, Club Pachuca and FIFA, with respect to an alleged denial of justice. LDA designated its Statement of Appeal as its Appeal Brief and requested the present case be subject to an expedited procedure.
46. On 4 February 2025, the CAS Court Office then invited the Respondents to inform whether they agreed with the implementation of an expedited procedure.
47. On 5 February 2025, FIFA and Club Pachuca objected to the implementation of an expedited procedure in this matter.
48. On 6 February 2025, the CAS Court Office suggested to the Parties the implementation of a bilingual procedure (English and Spanish) and invited to the Parties to comment.
49. On 7 February 2025, Club León objected to the implementation of an expedited procedure and communicated that it accepted the CAS Court Office’s proposal for the implementation of a bilingual procedure (Spanish-English); on that same date, FIFA and Club Pachuca informed that they agreed to said proposal.
50. On 10 February 2025, the CAS Court Office confirmed that the present proceedings shall be conducted bilingually (Spanish-English).
51. On 14 February 2025, FIFA submitted to the CAS Court Office a request for bifurcation and the issuance of a preliminary award on admissibility and jurisdiction, pursuant to Article R55 of the CAS Code (the “**Request for Bifurcation**”). FIFA asked for a preliminary award declaring the appeal inadmissible or, alternatively, declining the jurisdiction of CAS; or, in any case, declaring the claim for damages inadmissible.
52. On 18 February 2025, the Appellant nominated Mr. David Arias as arbitrator.

53. On 19 February 2025, Club León and Club Pachuca filed their position regarding FIFA's Request for Bifurcation in which they stated their adherence to the petition by FIFA.
54. On the same date, the Appellant submitted its response to FIFA's Request for Bifurcation and the issuance of a preliminary award on jurisdiction and admissibility, requesting *inter alia* that FIFA's request be dismissed in its entirety and FIFA be ordered to disclose the Participation Agreements allegedly signed by Club Pachuca and Club León on 6 February 2025 as well as all Circulars regarding the Competition.
55. On 21 February 2025, Club Pachuca communicated that the Respondents, by mutual agreement, had decided to nominate Mr. Juan Pablo Arriagada Aljaro as arbitrator.
56. On 5 March 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, enclosed a "Notice of Formation of the Panel", and informed the Parties that the Panel appointed to decide the case had been constituted as follows:

<u>President:</u>	Roberto Moreno, Attorney-at-Law and Professor in Asunción, Paraguay
<u>Co-arbitrators:</u>	David Arias, Attorney-at-Law and Professor in Madrid, Spain
	Juan Pablo Arriagada Aljaro, Attorney-at-Law in Santiago, Chile
57. On 13 March 2025, the CAS Court Office informed the Parties that the Panel had decided to reject FIFA's Request for Bifurcation.
58. On 19 March 2025, considering the urgency of the matter, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing in Madrid (Spain) on 23 April 2025 (9h30 local time).
59. On that same date, Club Pachuca presented a communication informing that its legal representatives would not be available on the date established "unilaterally" by the Panel and requested alternative dates, invoking the protection of its right to be heard.
60. On 21 March 2025, on behalf of the Panel, the CAS Court Office ordered FIFA to submit the Participation Agreements of the Mexican Clubs, and to submit its comments on the Appellant's request to present all FIFA Circulars mentioned in the Regulations.
61. On 26 March 2025, the Panel confirmed the date of 23 April 2025 as the hearing date in accordance with Article R44(2) of the CAS Code, stating *inter alia* that:

"Se confirma el 23 de abril de 2025 como fecha de audiencia por los siguientes motivos: (i) en primer término, en el ámbito del procedimiento arbitral del TAS, la fijación de la fecha de audiencia es una potestad de la Formación Arbitral (vide: Artículo R44.2 del Código (...)) (iii) in casu, la fijación de la fecha de la audiencia no solo es una decisión de la Formación Arbitral que se ajusta a la norma del Artículo R44.2 del Código TAS sino que además responde a las características particulares del presente caso (...) que imponen tomar especialmente en cuenta la inminencia urgente de los plazos, pues el Mundial de Clubes se desarrollará en junio, siendo por ello necesario tener un tiempo prudencial para

realizar la audiencia, permitir las deliberaciones de la Formación Arbitral, y comunicar la decisión de la Formación Arbitral con una antelación razonable, desde que la misma -al menos potencialmente o en abstracto-- podría tener un impacto en la competencia misma (...) (vi) por último, el derecho de defensa de FC Pachuca y las demás partes del caso se encuentra plenamente garantizado desde el momento que los representantes letrados tendrán acceso absoluto e irrestricto a la audiencia por vía de videoconferencia, una posibilidad prevista expresamente en el Código del TAS (Art. 44.2. ...) y es, además, una práctica usual en esta institución arbitral, pudiendo por ende el club y sus representantes letrados participar por dicho medio, garantizando así totalmente su derecho a la defensa y ser oído, sin perjuicio de designar otros letrados que comparezcan físicamente a la audiencia si así lo considera conveniente a sus intereses”.

62. On the same date, FIFA submitted its comments to the Appellant’s request for production of FIFA Circulars. FIFA also requested that the Panel reconsider its decision not to bifurcate the proceedings.
63. Club Pachuca, on that same date, and Club León on 27 March 2025, also expressed their support for the request made by FIFA regarding the bifurcation of the proceedings.
64. On 27 March 2025, the Appellant submitted its response, requesting that the second bifurcation request made by FIFA be dismissed with further evidentiary requests.
65. On 31 March 2025, the CAS Court Office informed that the Panel had decided to reject the new bifurcation request.
66. On 1 April 2025, the CAS Court Office invited FIFA to submit the “Participation Agreements” and all Circulars related to the qualification process for the Competition.
67. On 3 April 2025, FIFA filed a copy of the “Participation Agreements” executed by Club Pachuca and Club León.
68. On 7 April 2025, the Appellant submitted a letter to the CAS Court Office referencing the existence of a situation of *lis pendens* and *res judicata* in the present proceeding, in relation to the FIFA AC Decision of 21 March 2025. The Respondents were subsequently given the opportunity to comment on this presentation.
69. On 8 April 2025, FIFA replied stating that it is not the responsibility of the Respondents to provide an analysis of the legal consequences of the CAS appeal regarding the issues raised by the Appellant (*i.e.*, *lis pendens* and *res judicata*). On the same date, Club Pachuca and Club León also submitted their respective responses to the Appellant’s presentation denying the existence of the alleged *lis pendens* or *res judicata* situation.
70. On 14 April 2025, and pursuant to Article R55 of the CAS Code, Club Pachuca, Club León and FIFA filed their respective Answers to the Appeal Brief.
71. On 15 April 2025, the CAS Court Office clarified to the Parties the content of the request for submission of the Circulars and requested FIFA to produce the two decisions requested by the Appellant by 16 April 2025.

72. On 16 April 2025, the CAS Court Office invited the Appellant to quantify *item (ix)* of its prayers in the Appeal Brief.
73. On the same date, the Appellant informed that *item (ix)* of its request for relief in the Appeal Brief can be quantified in the amount of USD 23,050,000.
74. On the same date, the CAS Court Office sent the Parties the Order of Procedure.
75. On that same date, LDA and Club Pachuca submitted the Order of Procedure duly signed.
76. Also, on the same date, FIFA submitted the Circulars requested by the Panel.
77. On 17 April 2025, Club León and FIFA submitted the Order of Procedure duly signed.
78. On 18 April 2025, the Appellant requested the Panel to allow new evidence to be submitted to the file in advance of the hearing, which consisted of a video and transcription of a media declaration by the President of FIFA.
79. On 22 April 2025, Club León, Club Pachuca and FIFA informed that they did not oppose the admission of the evidence submitted by the Appellant.
80. On 23 April 2025, at 9:30 a.m., the hearing in the case was held in Madrid, Spain. In addition to the Panel, the hearing was attended by Antonio De Quesada, Head of Arbitration Services at CAS, and the following:

For LDA Alberto Ruiz de Aguiar (Counsel)
 Botond Pintér (Counsel)
 Joseph Joseph Saidy (President)
 Juan Carlos Tristan (Counsel)
 León Weinstok (Counsel - declared as Party representative)
 Kandela Arruabarena (Counsel)
 Karen Alejandra Zaragoza (Counsel)
 Adam Pennock (Expert witness – declared via Webex)

For Club León Gorka Villar Bolain

For Club Pachuca Lucas Ferrer (via Webex)
 Luis Torres

For FIFA Miguel Liétard Fernández-Palacios

81. At the outset of the hearing, the Parties confirmed they had no objections as to the composition of the Panel or any other procedural aspect of this arbitration.
82. During the hearing, the Parties had full opportunity to present their case, submit their argument, and answer the questions of the Panel. Furthermore, the Parties and the Panel

heard and had the opportunity to question Mr Adam Pennock and Mr León Weinstok, as expert witness and party representative, respectively.

83. At the conclusion of the hearing, all Parties confirmed to the Panel had respected their right to be heard and equal treatment in the hearing and during the arbitral proceedings.

IV. SUBMISSIONS OF THE PARTIES

84. This section of the Award contains a summary of the Parties' factual and legal arguments. Whilst it does not contain an exhaustive exposition of all of the Parties' contentions, it provides a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has nonetheless accounted for and carefully considered all the legal and factual submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.
85. The Appellant's submission in its Statement of Appeal, also considered as the Appeal Brief, can be summarized as follows:
- The Appellant began by affirming its clear legal standing in the case, citing CAS precedent (CAS 2015/A/4151), which supports that a club has standing if it would replace a disqualified team under the relevant rules. It asserted that FIFA wrongly excluded LDA from the 2025 Club World Cup, despite its rightful qualification under FIFA's MCO rules.
 - LDA emphasized the serious financial and sporting consequences of this exclusion, including lost prize money (over USD 50 million), sponsorships, transfer opportunities, and the chance to participate in a prestigious international tournament held only every 4 years.
 - LDA acknowledged that other parties might have an interest but chose not to name them as respondents, arguing that the claim is properly directed solely at FIFA. It asserted that any clubs claiming rights should file their own appeals, and that LDA fulfilled its obligations by notifying potentially interested parties and inviting FIFA to include them.
 - On the principle of non-retroactivity, LDA argued that it should not apply here, as the Respondents' rights had not crystallized, there was no detrimental reliance, and the principle of integrity outweighs any retroactive effect. Furthermore, the MCO rules were published in November 2024, well ahead of the tournament.
 - The core of the case centers on the breach of Article 10 of the CWC Regulations by Pachuca and León. A report by Sportradar presented overwhelming evidence that both clubs are owned and controlled by Grupo Pachuca and Jesús Martínez Patiño, showing shared ownership, management, operations, sponsors, and digital infrastructure.
 - LDA stressed that this extensive overlap makes compliance with MCO rules impossible in time for the tournament, and that the owner has openly stated he intends to retain ownership in both clubs. Thus, separation is unrealistic, and exclusion of one club is necessary.
 - LDA questioned why FIFA failed to act proactively, given the public nature of Grupo Pachuca's ownership structure. It also argued that the burden of proving compliance lies with the clubs, who control the relevant information.

- Regarding the consequences of the MCO breach, LDA pointed to Articles 10.2 to 10.4 of the CWC Regulations, which require the exclusion of one of the clubs. Once disqualified, Article 10.4 of the CWC Regulations directs FIFA to replace the club based on Article 11 criteria.
- Since both Mexico and the U.S. already have two clubs each in the tournament —Mexico (Monterrey and one of either León or Pachuca), and the U.S. (Seattle Sounders and Inter Miami)— no additional club from those countries may qualify, per the two-club-per-country cap in Article 11.5 of the CWC Regulations.
- LDA noted that Inter Miami, though qualified as host, still counts towards the U.S. cap because the regulations refer to a country limit on the full “access list,” not just CONCACAF slots. Thus, no other U.S. or Mexican club can be added.
- Given these limits, LDA, ranked 15th in the FIFA CONCACAF rankings and the highest-ranked club outside Mexico and the U.S., should fill the vacancy. All higher-ranked clubs (positions 1–14) are from the U.S. or Mexico.
- In conclusion, LDA maintained that under the clear application of the Regulations, it must be selected to replace the excluded club. Any other outcome would violate FIFA’s rules and risk damaging the integrity and reputation of the Competition.

86. For its part, Club León, in its Reply, makes the following considerations:

- Club León began by clarifying that its arguments are submitted on a subsidiary basis, maintaining its prior objection to CAS jurisdiction under Article R55 of the CAS Code. It argued that the appeal by LDA is now moot, as FIFA’s Appeal Committee issued a formal decision on 20 March 2025, resolving the issue. That decision is already under appeal in CAS proceedings (2025/A/11314, 11315, 11316) involving the directly affected parties.
- Given this, it asserted that LDA’s appeal lacks purpose, overlaps with ongoing cases, and risks inconsistent rulings, undermining legal certainty and procedural coherence. This redundancy, Club León argued, violates the principles of *lis pendens* and *res judicata*.
- Club León further argued that LDA lacks standing. It was not a party to the FIFA disciplinary proceedings and was not affected directly by the 21 March 2025, decisions. Jurisprudence (*e.g.*, CAS 2017/A/5001, CAS 2020/A/6921) confirms that complainants in disciplinary proceedings do not have standing unless directly affected. Club León contended LDA’s interest in participating in the Competition is speculative, depending on future, uncertain events: Club León’s exclusion, FIFA’s decision to fill the vacancy, and LDA’s selection.
- Moreover, Article 10.4 of the CWC Regulations grants FIFA’s Secretary General discretion to decide replacements, and no such decision has yet been made. CAS jurisprudence consistently rejects appeals based on hypothetical interests (*e.g.*, CAS 2018/A/5785).
- As a subsidiary argument, Club León defended its right to participate in the Competition. It noted that its qualification was secured on 4 June 2023, as CONCACAF Champions League winner, based on rules approved between December 2022 and March 2023. At that time, no multi-ownership restrictions or review mechanisms were in place.

- FIFA reinforced its qualification over the next year through official acts and communications, including its inclusion in the December 2024 draw. This created a legitimate expectation and acquired right, protected by principles of good faith and legal certainty.
- Club León contended that Article 10 of the CWC Regulations was introduced only in October 2024 and applied retroactively without transitional provisions, violating fundamental principles of sports law. This retroactive application is under challenge in separate CAS proceedings.
- As an alternative defense, Club León explained it took prompt action to comply with Article 10.1 of the CWC Regulations by establishing a Trust in Texas on 1 March 2025. All shares were transferred to independent trustees, the previous board resigned, and new independent directors were appointed. Former shareholders were excluded from any influence, and the Trust was designed with full autonomy and subject to FIFA oversight.
- Club León argued the Trust ensures full compliance with Article 10.1 of the CWC Regulations: it provides operational, managerial, and strategic independence, with trustees acting free from influence by previous owners. FIFA was informed of this structure during a March 17 hearing but dismissed it without a proper evaluation—an action León claims lacked good faith and violated procedural fairness.
- Club León concluded that it adopted effective, verifiable measures to eliminate any risk of shared ownership or control. Even if the Panel were to consider the substance of the appeal, there is no current violation of Article 10.1 of the CWC Regulations. Lastly, it reiterated that the legality of the Trust and its compliance with FIFA regulations are already under review in ongoing CAS proceedings, which are the appropriate venue for resolution.

87. For its part, Club Pachuca, in its Reply, makes the following considerations:

- Club Pachuca argued that LDA's appeal suffers from multiple procedural flaws that prevent the CAS from ruling on the requested relief—primarily the declaration that Pachuca and León breached Article 10.1 of the CWC Regulations and the subsequent exclusion of one or both clubs in favor of LDA.
- Firstly, it asserted that the appeal has become moot. FIFA's Appeal Committee already ruled on the alleged breach on 21 March 2025, and the Secretary General subsequently excluded one club. These decisions are now under appeal in CAS cases 2025/A/11314, 11315, and 11316. Thus, the matter LDA seeks to resolve has already been addressed by the competent FIFA bodies.
- The appeal, therefore, lacks procedural and substantive purpose, as it attempts to reopen a matter that has already progressed through FIFA's structured decision-making framework (Article 10, paragraphs 2–4). Club Pachuca contended that LDA seeks to collapse multiple steps into one CAS proceeding, disregarding the appropriate process and undermining the rights of the parties involved.
- Moreover, Club Pachuca stated that LDA filed its appeal prematurely, choosing not to await the natural conclusion of FIFA's procedures. As a result, its claims are inadmissible and devoid of object.

- Club Pachuca also challenged LDA's standing. It argued that LDA is neither a party to the FIFA proceedings nor directly affected by the decisions. CAS jurisprudence holds that a mere complainant does not acquire the right to appeal. Additionally, any right to occupy a vacated spot is hypothetical and contingent on multiple unresolved factors, including the outcome of ongoing CAS appeals.
- Even if a Concacaf club is excluded, LDA has not established that it is the rightful replacement. The regulations do not confer such a right, and the allocation of slots by FIFA—including the distinct host-country slot for Inter Miami—does not automatically entitle LDA to participate. Furthermore, Club Pachuca highlighted that LDA acknowledged other potentially eligible clubs, such as Philadelphia Union, yet failed to include them in the appeal, weakening its procedural argument.
- On the applicability of Article 10.1 of the CWC Regulations, Club Pachuca rejected the claim that the rule should apply retroactively. The provision was adopted only in October 2024, after clubs had already qualified under earlier rules. Applying it retroactively violates legal certainty, especially given that no transitional measures were announced and clubs had not yet been notified of such compliance requirements at the time of qualification.
- Club Pachuca also noted that LDA lacks the necessary context or evidence to argue the immediate applicability of Article 10.1, as it was not involved in the internal FIFA proceedings and does not know the procedural history or FIFA's legal reasoning. Those matters are currently being challenged through proper legal channels by the affected parties.
- Lastly, while reiterating that CAS is not the proper forum for substantive resolution of these issues in this appeal, Pachuca briefly noted—on a strictly subsidiary basis—that its right to participate in the Competition remains valid and that Article 10.1 of the CWC Regulations should not apply to its situation.

88. Finally, in its Answer to the Appeal Brief, FIFA made the following observations:

- FIFA argues that LDA lacks standing to appeal under Swiss law and consistent CAS jurisprudence. According to Article 75 of the Swiss Civil Code, only members of an association who demonstrate a direct, personal, and legitimate interest may challenge a decision. This interest must be present when the appeal is filed and remain until the final decision. The mere submission of a complaint does not create any procedural rights, nor does it make the complainant a party to disciplinary proceedings. FIFA emphasizes that this principle has been reaffirmed by CAS and the Swiss Federal Tribunal ("SFT"), which have ruled that complainants or third parties with indirect or hypothetical interests lack standing to appeal (SFT 4A_620/2015; CAS 2018/A/5746).
- FIFA further notes that LDA's belief that it would replace a disqualified club is speculative and not supported by the applicable regulations. The authority to determine a replacement lies exclusively with the FIFA SG under Article 10.4 of the CWC Regulations, and there is no automatic right to admission. Even under a strict reading of the relevant provisions, multiple other clubs—particularly from Mexico and the United States—rank higher than the Appellant in the Concacaf standings and may be eligible. LDA's interpretation of the two-club-per-country limit ignores the regulatory exception that allows more than two clubs from the same country if they win the confederation's premier competition over the four-year period, which has occurred in the case of Mexico.

- In any case, the appeal is now moot. LDA's original claim was based on an alleged denial of justice due to FIFA's inaction. However, FIFA's competent bodies issued decisions on 21 March 2025: the FIFA AC found that Club Pachuca and Club León violated Article 10 of the CWC Regulations, and the FIFA SG excluded one of the clubs. These actions addressed the very issues raised by the Appellant. Therefore, the procedural foundation for alleging denial of justice no longer exists, and LDA's claims have no remaining object. The appeal, initially unfounded, has now lost all its relevance.
- FIFA underlines that the request to admit LDA to the Competition is premature and outside the scope of this procedure. The replacement of the excluded club is a matter pending before the FIFA SG, which holds full discretion to evaluate all relevant sporting and eligibility criteria. LDA's attempt to compel FIFA to admit it into the tournament disregards the process outlined in the regulations and seeks to bypass a decision-making step that has not yet occurred.
- Regarding the claim for damages, FIFA asserts that it is inadmissible. LDA never raised such a claim in the original complaint, nor was it addressed in any FIFA decision. CAS case law confirms that a claim for damages introduced only at the appeal stage is not justiciable in this context. Moreover, LDA has failed to provide any evidence of actual harm or quantify any specific losses, thereby not meeting the burden of proof under Article 42(1) of the Swiss Code of Obligations ("SCO"). As such, the damages claim cannot establish standing and must be dismissed.
- On the substance of the MCO issue, FIFA reiterates that the FIFA AC Decision confirmed that the Mexican Clubs did not meet the criteria of Article 10 of the CWC Regulations. The investigation revealed common control, shared governance structures, and centralized decision-making incompatible with the principle of operational independence. FIFA also emphasized that the creation of a trust by León does not cure the violation, as its validity is contested and insufficient to establish genuine separation.
- FIFA concludes that there has been no denial of justice, that the appeal is moot, that the Appellant lacks legal standing, and that any request to be admitted or compensated is either premature, inadmissible, or unsupported. Accordingly, the appeal must be dismissed.

V. REQUESTS FOR RELIEF

89. In its Appeal Brief, the Appellant requested that CAS rule as follows:

- i) *The Panel admit this Appeal.*
- ii) *The Panel find that FIFA has committed a denial of justice against the Appellant.*
- iii) *The Panel find that CAS has jurisdiction to hear this Appeal.*
- iv) *The Panel find that the Appellant has standing to sue.*
- v) *The Panel find that other parties who may join these proceedings do not have standing to sue.*
- vi) *The Panel find that CF Pachuca and Club León are in breach of the Multi Club Ownership provisions of the FCWC Regulations.*
- vii) *Upon such basis, the Panel compel FIFA to remove at least either CF Pachuca or Club León (or both) from the FCWC 2025 competition.*
- viii) *Consequently, the Panel compel FIFA to admit LDA to the FCWC 2025 competition in place of the removed team.*

- ix) *In the alternate, order FIFA to pay LDA the sum of money (according to the prize pool), that it would have won had it been permitted to participate in the FCWC 2025 and having LDA qualified up to the first knockout stage of the competition, plus 5% interest as of the date of the end of the FCWC 2025.*
- x) *Order that all costs of the proceedings, including the costs of the arbitration, be borne by the First Respondent.*
- xi) *Order the First Respondent to make a contribution of EUR 30,000 towards the legal costs of the Appellant.*
- xii) *Grant any further relief that the CAS Panel considers fair and equitable in light of the evidence and arguments presented.*

90. For its part, in its Answer to the Appeal, León submitted the following *petitum*:

A. On the merits:

1°. Principal request: That the procedural objection of lack of jurisdiction be upheld on the grounds set forth in this brief, and that, consequently, the Panel render an award declaring the appeal lodged by Liga Deportiva Alajuelense inadmissible.

2°. First subsidiary request: In the unlikely event that the Panel decides to examine the merits of the case, dismissing the principal claim, Club León requests that the appeal be entirely dismissed on the following grounds:

- a. Due to a supervening loss of object of the proceedings, as FIFA's decisions on the merits have already been issued and formally appealed;*
- b. Due to the Appellant's lack of standing, as it was neither a party to the disciplinary proceedings nor directly affected by the decisions adopted.*

3°. Second subsidiary request: In the event the first subsidiary request is not granted, León requests that the Appellant's claims be rejected, as Club León has validly acquired the right to participate in the FIFA Club World Cup 2025, in accordance with the qualification system approved by FIFA and the principles of legitimate expectation, good faith, and legal certainty.

4°. Third subsidiary request: And, in the alternative, should the second subsidiary request also be dismissed, León requests that the Appellant's claims be rejected on the grounds that there has been no breach of Article 10.1 of the FIFA Club World Cup 2025 Regulations, as Club León has implemented an irrevocable, effective, and fully compliant trust arrangement that guarantees its complete operational and decision-making independence.

B. Costs and legal expenses:

Club León also requests that the Panel order the Appellant, Liga Deportiva Alajuelense:

5°. To bear all costs of the present arbitration proceedings, including CAS fees and any other related expenses;

6°. To pay Club León a contribution toward reasonable legal costs, in an amount no less than twenty-five thousand euros (€25,000), in consideration of the scope of the proceedings, the legal complexity of the case, and the diligent conduct of this party throughout the process¹.

91. In turn, in its Answer to the Appeal, CF Pachuca submitted the following *petitum*:

¹ Free translation by the Panel.

- a) *That the present Answer to the Statement of Appeal be admitted.*
- b) *That it be determined that the Panel lacks jurisdiction to review the appeal filed by Asociación Liga Deportiva Alajuelense.*
- c) *That the appeal filed by Asociación Liga Deportiva Alajuelense be declared inadmissible due to the failure to exhaust internal remedies.*
 - i. *Subsidiarily to (b) and (c): That all claims submitted by Asociación Liga Deportiva Alajuelense be entirely dismissed.*
- d) *In any event, that Asociación Liga Deportiva Alajuelense be ordered to bear the costs of the present proceedings.*
- e) *In any event, that Asociación Liga Deportiva Alajuelense be ordered to pay a contribution of CHF 20,000 toward Club de Fútbol Pachuca's legal expenses².*

92. Lastly, in its Answer to the Appeal, FIFA requested the following relief:

- a) *Declaring the Appeal inadmissible; Alternatively,*
- b) *Declining CAS' jurisdiction to hear the Appeal; Further alternatively,*
- c) *Rejecting the reliefs sought by the Appellant;*
In all cases,
- d) *Declaring the Claim for Damages inadmissible; and,*
- e) *Ordering the Appellant to bear the full costs of these arbitration proceedings.*
- f) *Ordering the Appellant to pay a contribution to FIFA's legal costs and expenses in an amount to be determined by the Panel, which, under the circumstances, FIFA submits shall be no less than CHF 10,000.*

VI. JURISDICTION

93. Article R47 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

94. In turn, Article 50(1) of the FIFA Statutes (May 2024 edition) establishes that “[a]ppeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question”.

95. In this case, however, the appeal filed on 3 February 2025 is not directed against any particular decision issued by FIFA but is based on the doctrine of “denial of justice”.

A. The denial of justice alleged by the Appellant due to a lack of decision

96. Indeed: in its Appeal Brief, the Appellant submitted that in this case, despite several weeks having passed since the Complaint was filed, FIFA failed to provide a formal decision; instead, the Appellant has been sent emails by FIFA excluding it from any proceedings. This, according to the Appellant, constituted a series of ‘negative’ decisions and a general refusal to act:

² Free translation by the Panel.

“As confirmed by well-established CAS jurisprudence, the failure, or negative, of FIFA to provide a decision, is in and of itself an appealable decision.

The present appeal is therefore brought on grounds of denial of justice. The lack of decision is the decision appealed against”³.

97. The Appellant asserted that this failure to provide a decision must be considered “*the appealed decision on the basis of denial of justice*”, invoking cases CAS 2005/A/944 and CAS 2017/A/5460. These cases, according to the Appellant, lead to the consideration that FIFA has failed to rule on an issue in a reasonable amount of time. The matter was formally brought to FIFA’s urgent attention on 19 November 2024, almost three months before this appeal and FIFA had due time to carry out its investigations and decide whether to launch disciplinary proceedings or simply close the matter. Moreover, it sent FIFA multiple requests and a final deadline on 16 January 2025 to render a decision, to which not even an acknowledgement of receipt was returned by FIFA. Bearing in mind the duration of CAS proceedings (even on an expedited basis), the Appellant argued that it was not reasonable to further await for a decision from FIFA.
98. The Appellant also noted that normally a decision of the FIFA DC is appealable to the FIFA AC (only when there is a decision, which in this case there is not), and that given that both are internal bodies of FIFA which has, as an entire institution, failed to render any decision, the Appellant is permitted to forego this step and directly appeal to CAS, mentioning CAS jurisprudence (CAS 2017/A/5086 and again CAS 2005/A/944).
99. In a nutshell, then, for the Appellant there is denial of justice since there was no decision issued by FIFA: the decision appealed, as the Appellant puts it, is “*the lack of decision*”.

B. Applicable law to the question of denial of justice

100. As a preliminary observation, the Panel clarifies that matters of alleged denial of justice before the CAS are to be adjudicated in accordance with Swiss law.
101. Indeed: according to Article R28 of the CAS Code “*the seat of CAS and of each Arbitration Panel (‘Panel’) is Lausanne, Switzerland*”. In connection to this rule, Article 176(1) of the Private International Law Act of Switzerland (“**PILA**”) states that:

“The provisions of this Chapter apply to arbitral tribunals that have their seat in Switzerland if, at the time that the arbitration agreement was concluded, at least one of the parties thereto did not have its domicile, its habitual residence or its seat in Switzerland”⁴.

102. Moreover, Article 186(1) of PILA states that: “*The arbitral tribunal shall decide on its own jurisdiction*”⁵.

³ Para. 8 and 9 of the Appeal Brief.

⁴ Free translation by the Panel.

⁵ Free translation by the Panel.

103. This entails that the *lex loci arbitri* of the seat –i.e., Swiss law— is applicable to the determination of the existence of denial of justice as a basis for jurisdiction to the CAS.
104. Doctrinal authority reaffirms this conclusion: “*denial of justice is to be examined under Swiss law*”⁶.
105. The following legal analysis will thus proceed taking into consideration Swiss law.

C. The position of FIFA regarding the alleged denial of justice

106. The Respondents have all alleged that the CAS lacks jurisdiction to hear this appeal since no denial of justice exists. However, the reasons given by FIFA and the Mexican Clubs differ.
107. When first presenting its objection in its Request for Bifurcation of these proceedings, FIFA presented three different sets of preliminary counter-arguments. Firstly, the appeal was inadmissible because the Appellant had not exhausted all internal legal remedies; secondly, that the Appellant’s claim for damages is inadmissible; and thirdly, that the CAS does not have jurisdiction in the absence of a denial of justice.
108. According to FIFA, there is no denial of justice since at the moment the Appellant filed its Complaint (5 November 2024), the Mexican Clubs had not yet signed the Participation Agreements, and FIFA only had jurisdiction in connection to the Competition once those documents were signed. This, in accordance with Article 4 of the CWC Regulations, which establishes that by “*submitting the Participation Agreement, each participating club automatically undertakes to comply at all times [...] these Regulations*”. FIFA states that only by signing these documents can the clubs be considered “participating clubs”, and participating clubs in turn are only subject to the jurisdiction of FIFA Judicial Bodies in connection with the Competition once they sign these documents. In short, for FIFA, without the Participation Agreements FIFA could not open any proceedings and less so take action against these clubs. Moreover, FIFA asserts that the Appellant accepts this fact, recalling the Appellant’s statement in para. 105 of its Appeal Brief (“*clubs must comply as from the moment of signing the Participation Agreements*”).
109. FIFA further added that in accordance with Article 10.2 of the CWC Regulations, the submission of a case by the FIFA SG to the FIFA DC is a “discretionary decision”. Thus, the submission of a complaint does not automatically lead to the opening of a disciplinary proceeding (nor is this required by the applicable rules). The mere filing of a complaint does not entail any “right” to any “justice” and there is therefore no denial of justice.
110. In its Answer to the Appeal Brief, FIFA further elaborated. According to FIFA, its own investigation into a potential breach of Article 10 CWC Regulations by the Mexican Clubs started on 17 October 2024 “*over a month before the Complaint was filed by the Appellant on 19 November 2024 (!)*”⁷, and it is wrong to accuse FIFA of not having investigated the issues connected to its Complaint, as FIFA was obviously making its own

⁶ MAVROMATI & REEB, *The Code of the Court of Arbitration for Sport, Commentary, Cases and Materials*, Kluwer, 2015, p. 387.

⁷ Emphasis in the original.

enquiries long before. Moreover, as far as the Appellant argues that an investigation into the alleged MCO of the Mexican Clubs could be carried out in a matter of days, such an assertion is overly simplistic and extremely biased and additionally, unrealistic. The fact that FIFA initiated an investigation long before the Complaint, which continued for months due to the information that needed to be collected from the Mexican Clubs and relevant parties, precisely shows that a proper investigation of such a complex issue cannot be carried out in a matter of days as suggested by the Appellant. In any event, FIFA conducted this formal process in only 49 days following the signing of the Participation Agreements by the Mexican Clubs.

111. Finally, there was no justice to be denied in a case in which (i) the Mexican Clubs were not bound by the CWC Regulations because they had not submitted the Participation Agreements, and (ii) there was no breach of Article 10.1 to examine at the time the Appeal was filed (or any time before the submission of the Participation Agreements): *“the Appellant’s actions have been nothing more than premature”*.

D. The position of the Mexican Clubs regarding the alleged denial of justice

112. At the Request for Bifurcation stage, Club León also objected to the denial of justice, but for its own reasons. For Club León, FIFA did reply to the Appellant in its 22 November 2024 communication in which it acknowledged receipt of the Complaint and confirmed that the matter was undergoing investigation, and that in case additional information was needed it would contact the Appellant. Thus, *“no arbitrary denial can be said to exist, but a process which was being conducted and not yet finished”*. In any case, FIFA is not obliged to accept the Appellant as party to the proceeding, and the time before the Competition of more than four months is “sufficient” for FIFA to finish its investigations.
113. In its Answer to the Appeal Brief, Club León reiterated these ideas and added that the concept of denial of justice is *“exceptional and restrictive”*, and that in the case at hand FIFA did not incur in a persistent omission: it replied to the Complaint on 22 November 2024 and it repeated this reply on 10 December 2024. Thus, no administrative silence or institutional inactivity exists. Moreover, on 11 February 2025 FIFA notified the initiation of formal disciplinary proceedings against León and Pachuca. In contrast, in case CAS 2005/A/944 the CAS found denial of justice because FIFA failed to reply for nine months; here FIFA issued the relevant formal decisions on 21 March 2025, precisely on the subject matter of the Appellant’s complaint, so no denial of justice can exist. The fact that the Appellant was not recognized as a party to that proceeding does not amount to a denial of justice: according to CAS case law (e.g., CAS 2020/A/6921), a complainant does not acquire automatically the status of procedural party, save an express provision in the applicable regulations or a direct effect on their substantive rights: neither exists in this case. The appeal is thus for Club León both groundless and premature.
114. While asserting the absence of denial of justice, Club Pachuca also differed with FIFA’s views on the matter, in lines broadly similar to León. For Pachuca, reference to the Participation Agreements is unnecessary to establish the absence of denial of justice,

given that the Appellant has “hurried” its case, since conditions for appeal have not yet been met. Citing CAS 2017/A/5460 and recalling Article 10.2 and 10.3 of the CWC Regulations, Pachuca states that at the time of the filing of the Complaint “*FIFA was still undergoing investigation in this case*” and only once these investigations are over can the Appellant be able to appeal a decision which affects it. FIFA –up to this moment— acted in accordance with its autonomy and the applicable regulations, and the Appellant has not proven that FIFA acted beyond these limits. Moreover, as FIFA informed the Appellant, the matter was undergoing investigation, so no denial of justice can be said to exist. Finally, Club Pachuca distinguishes case CAS 2022/A/9175-9176 from this one, mentioning that in this case there was a one-and-a-half-month lapse before the competition and in this case we are before a longer term (*i.e.*, four and a half months).

115. In its Reply to the Appeal Brief, Club Pachuca further elaborated, stating that in this case, FIFA expressly informed LDA –in its letter of 22 November 2024– that the matter was being subject to “due analysis” and, precisely, that statement was not only subsequently reiterated by FIFA, but was also confirmed by subsequent events (*i.e.*, the timely issuance of the requested decisions). In particular, the decisions on which the Appellant bases its alleged denial of justice were indeed issued subsequently by FIFA. The existence of these decisions not only demonstrates that the procedure was indeed ongoing –as FIFA indicated– but also confirms that there was no basis to subsequently allege a denial of justice at the time LDA filed its appeal with the CAS. Club Pachuca insisted that a denial of justice cannot arise simply because the complaining party subjectively believes that the proceedings should have been resolved within a certain timeframe, or worse, within the timeframe it deems appropriate, and randomly and unjustifiably imposed on FIFA. Therefore, the artificial, hasty and unfounded appeal, which has been filed outside of – and against— the applicable regulatory framework, cannot be admitted.
116. Finally, both León and Pachuca also insisted on the lack of admissibility of the appeal, as adduced by FIFA, due to the non-exhaustion of previous remedies.

E. The analytical framework for analyzing the *quaestio* of denial of justice

117. For the sake of due analytical order, the Panel must first –and separately— address the matter of the alleged lack of jurisdiction of the CAS, which was objected by all three Respondents (albeit, as has been noted, grounded on different reasons).
118. As a matter of principle, questions of admissibility –*i.e.*, issues of standing to sue or to be sued— remain issues on the merits, as is well established by the jurisprudence of the SFT and the CAS.⁸ The defense of inadmissibility of the claims for damages, introduced by FIFA, must then be a *posterius* to the jurisdictional question. With respect to the inadmissibility based on the non-exhaustion of legal remedies, which all three Respondents have defended, it is indeed a jurisdiction matter, but conceptually and logically subsequent to the determination of whether there has been a denial of justice.

⁸ *Ad exemplum*: SFT 137 I 296, ¶ 1.3.1; CAS 2018/A/5746; ¶ 173, SFT 4A_426/2017, ¶ 3.1; SFT 4A_620/2015 ¶ 1.1; TAS 2021/A/7650, ¶ 80 (and see further below, ¶ 185 *et seq.*).

119. Therefore, in analyzing the issue of denial of justice, the Panel will proceed with the following analytical framework to decide whether it has jurisdiction to hear this appeal:

- (i) *First preliminary issue: Does the CAS lack jurisdiction because there has been no denial of justice by FIFA against the Appellant?*
- (ii) *Second preliminary issue: In case a denial of justice can be established, has the Appellant exhausted all previous legal remedies?*

120. Depending on the answers given to these matters, the Panel will then proceed with the substantive aspects of this appeal. Thenceforth, and *ad eventum* to the jurisdiction issue, the Panel must deal with the following merits issues: (i) the admissibility of the damages claim; (ii) the standing to sue of the Appellant in this case; and (iii) whether the Appellant has the right to the substantive relief requested in its Appeal Brief (*i.e.*, prayers for relief items (vi) to (viii) of its Appeal Brief).

F. First preliminary issue: Does the CAS lack jurisdiction because there has been no denial of justice by FIFA against the Appellant?

- i. *The basic legal framework for determining denial of justice in Swiss law and CAS jurisprudence*

121. With regards to denial of justice, it has been remarked that Swiss law adopts a “*broad conception*” of this institution, distinguishing formal and substantive denial of justice:

“Formal (or procedural) denial of justice was interpreted to include a violation of the right to obtain a ruling on a claim within a reasonable time; to be judged by properly constituted and independent authorities at all levels, irrespective of whether the irregularity had an effect on the decision; not to have a claim rejected due to an inconsequential procedural error; to consult one’s court file and present evidence; to obtain a reasoned decision; and even to obtain financial legal assistance. Substantive denial of justice included only a violation of a citizen’s right to a correct and uniform interpretation of the law, but also the emblematic right to a decision free of ‘arbitrariness’ – an expression familiar even to occasional students of Swiss jurisprudence”⁹.

122. The case presented by the Appellant, however, is related to the first type, *i.e.*, formal denial of justice.

123. Doctrinal authority commenting on the jurisprudence of the CAS on this matter, and also referencing other authors, has summarized that:

“A formal denial of justice exists if the judicial body fails to rule within a reasonable period of time on a request falling within its competence [...].

There is not necessarily denial of justice if the sports body does not rule on a request within a time limit set by the requesting party. Denial of justice occurs if the judicial body has failed to issue and communicate a decision following a party’s request, also taking into

⁹ PAULSSON, *Denial of Justice in International Law*, Cambridge Univ. Press, 2011, pp. 11-12.

*account the particular urgency existing in some cases. If there is a lacuna in the rules of the sports body regarding cases of inactivity and lack of answer to a request, a decision not to open a case or the absence of reaction in general must be considered as a decision subject to an appeal to the CAS*¹⁰.

124. For a formal denial of justice to occur, as the SFT jurisprudence has held, in principle three elements must be met: (i) a party has presented a complaint or request in due time and manner; (ii) the adjudicating body has a duty to rule on the complaint or request; and (iii) it fails to do so or fails to do so in due time. Thus:

*“According to the practice of the Federal Supreme Court, a violation of the right to be heard in the sense of a formal denial of justice occurs when an authority fails to act on a matter submitted to it in due time and in due form, even though it is obligated to decide on it” (BGE 134 I 229, at 2.3)*¹¹.

*“According to the practice of the Federal Supreme Court, a formal denial of justice occurs when an authority fails to act on a matter submitted to it in due time and in due form, even though it should decide on it” (BGE 135 I 6 at 2.1)*¹².

125. With regards to relevant CAS jurisprudence, in CAS 2005/A/899 it was held that:

*“If a body refuses without reasons to issue a decision or delays the issuance of a decision beyond a reasonable period of time, there can be a denial of justice, opening the way for an appeal against the absence of a decision”*¹³.

126. It was further clarified in CAS 2005/A/944 that *“there is not necessarily a denial of justice when a body does not rule on a request within a time-limit set by the requesting party”*¹⁴, a matter which depends on the particular circumstances of the case at hand. In that case, the Panel applied the doctrine noting the *“particular urgency”* since the tournament would begin only within a couple of weeks¹⁵.

127. In other words, failure to issue a decision, even on a request by a complaining party, does not *per se* amount to denial of justice: this is a matter that will depend on the relevant rules and the circumstances particular to a case.

128. The Sole Arbitrator in another relevant precedent, CAS 2017/A/5460, confirmed the case-by-case approach to the issue of denial of justice, paying consideration to the circumstances of each appeal. This refers, particularly, to the consideration of whether there is a “decision” in the relevant sense of the word:

¹⁰ MAVROMATI & REEB, *The Code of the Court of Arbitration for Sport, Commentary, Cases and Materials*, Kluwer Law, 2015, pp. 386-387 (and specially notes 43 and 44).

¹¹ Free translation by the Panel.

¹² Free translation by the Panel. See also: BGE 117 Ia 116 at para. 3.

¹³ Quoted approvingly in CAS 2005/A/944.

¹⁴ CAS 2005/A/944, at ¶ 9.

¹⁵ Ibid.

“The Sole Arbitrator notes the Player’s arguments regarding when ‘refusals to decide’ or ‘negative decisions’ can be considered as appealable decisions. Whilst the Sole Arbitrator acknowledges that parties could have the right to argue that there had been a denial of justice in certain circumstances, this needs to be balanced with an adjudicatory body’s right to investigate a claim and issue its decision. In the case at hand, the Sole Arbitrator finds that the wording of FIFA’s letter of 7 September 2017 lacks a final ruling that would affect the Player’s interests. It does refer to no procedure being opened, but it does also say that the investigation is ongoing. This contrasts with FIFA’s letter of 1 February 2018 (which is not under appeal) whereby a final decision to close the procedure is contained. The Sole Arbitrator does not class the FIFA letter of 7 September 2017 as a “decision”¹⁶.

129. The need to undertake an approach sensitive to the specific facts of each case can also be found in the relevant legal doctrine¹⁷.

130. The Panel finds that a case-by-case approach, which attends to specific circumstances of each appeal, is the reasonable standard for assessing cases of denial of justice before the CAS.

ii. *Analysis by the Panel: the prima facie insufficiency of the FIFA Reply and the Second FIFA Reply*

131. Thus, the starting point of the analysis must be the specific terms of the Complaint introduced by the Appellant before FIFA, since this document establishes the fundamental framework from which it can be considered –given the facts of this case— whether a denial of justice has existed.

132. To recall, in its Complaint, the Appellant requested from FIFA the following:

*“i. Admit this Complaint as provided for by the FCWC 2025 Regulations;
ii. Urgently open an expedited investigation into the Respondents;
iii. Without delay, open disciplinary proceedings against the Respondents and include all necessary parties, particularly, giving LDA the opportunity to intervene in such proceedings;
iv. Expel either the First or Second Respondent or both from the FCWC 2025, on the basis of being in violation of the MCO provisions found in Article 10.1 of the Regulations, as deemed appropriate by the General Secretariat according to Article 10.4 of the Regulations;
v. Declare that LDA shall be admitted to the FCWC 2025 and shall fill the vacancy left by one of the Respondents based on the provisions of Article 10.4 and based on the criteria found in Article 11 of the Regulations;
vi. Issue provisional measures according to Article 51 FDC, namely, to carry out the Group Draw of the FCWC on 05 December 2024 without the inclusion of the Respondents and instead leave two vacant spots to be filled at a later date [...]”.*

133. The FIFA Reply stated that:

¹⁶ CAS 2017/A/5460, at ¶ 86.

¹⁷ Thus: “under certain circumstances, ‘negative decisions’ or ‘refusal to decide’ can be considered as appealable decisions [...]”: BERNASCONI, “When is a ‘decision’ an appealable decision?” in: RIGOZZI/BERNASCONI (eds.), *The Proceedings before the Court of Arbitration for Sport*, Bern, 2007, p. 273 (emphasis added).

“In this regard, please be advised that the matter is currently undergoing due analysis. Furthermore, please be advised that even though you are entitled to file a complaint with regard to a conduct considered incompatible with the FDC and/or any other provisions of FIFA regulations, it does not follow that you become a party to the proceedings (if any).

With the above in mind, we would also like to draw your attention to the fact that we will not be in a position to provide you with information concerning your inquiries or regarding the state of the proceedings before the FIFA Disciplinary Committee (if any).

However, in the event that we require any further information or documents from your part, we will contact you in due course”.

134. Both Club León and Club Pachuca have contended that there is no denial of justice because FIFA did reply to the Appellant and a “decision” in the relevant legal sense exists.
135. The Panel, however, cannot agree with this position. While it is true that FIFA did “reply” to the Appellant, the FIFA Reply is however both evidently insufficient and inadequate as to count as a “decision” *vis-à-vis* the specific requests made in the Complaint.
136. As is well known in CAS practice and jurisprudence, the term “decision” must be interpreted in “broad” terms in order not to restrain due relief¹⁸, and it is the “substance” and not the “form” that is relevant¹⁹; this entails that a letter can count as a decision. As has been stated, *“simple letters addressed from a federation to a club/athlete cannot qualify as ‘appealable decisions’ unless they affect the legal situation of their addressee(s)”*:

“In general, a communication is qualified as a decision if it contains a ruling intending to affect the legal state of the addressee of the decision or other parties. The decision is normative act and the conclusion of a discussion or a deliberation, entailing the creation or suppression of a right by the authorities or competent bodies and not a simple finding by a competent body”²⁰.

137. Applying these ideas to the FIFA Reply, the response appears to be both insufficient and ambiguous, in relation to the specific terms and requests of the Complaint filed by the Appellant, and thus, for the Panel, it does not amount to a “decision” *stricto sensu* given the circumstances of this case.
138. In this sense, the Complaint had several requests, only one of which was the opening of an investigation. As mentioned above, *item (ii)* referred to an “investigation” while *item (iii)* referred to the opening of the “disciplinary proceedings” and the admission of the Appellant as party to the proceedings. However, *item (iv)* went well beyond the investigation and the disciplinary proceedings, as it requested the exclusion of one of the

¹⁸ See, e.g., CAS 2005/A/899, ¶¶ 61 & 63; CAS 2004/A/748 ¶¶ 90 & 91; or CAS 2008/A/1583 & 1584 ¶ 5.2.1.

¹⁹ Thus, *“the form of a communication has no relevance to determine whether there exists a decision or not. In particular, the fact that the communication is made in the form of a letter does not rule out the possibility that it constitutes a decision subject to appeal”* (CAS 2005/A/899, ¶ 63). See also CAS 2007/A/1251 ¶ 30; CAS 2004/A/748 ¶ 90; CAS 2008/A/1633 ¶ 31.

²⁰ MAVROMATI & REEB, *The Code of the Court of Arbitration for Sport, Commentary, Cases and Materials*, Kluwer Law, 2015, p. 384, citing abundant jurisprudence from the CAS (at footnotes 22-23).

Mexican Clubs for a MCO non-compliance of Article 10 of the CWC Regulations, while *item (v)* petitioned the inclusion of the Appellant into the Competition. Moreover, *item (vi)* requested provisional measures regarding the Competition draw.

139. Hence, there are in fact five different substantial requests presented by the Appellant.
140. The FIFA Reply, however, simply did not address these five items but, at most, *item (ii)* and, perhaps, *item (iii)*.
141. With regards to *item (ii)*, referring to the investigation, the FIFA Reply laconically states that the matter is “*currently undergoing due analysis*” without further clarification. Given the important stakes in play, this does not seem *prima facie* as a sufficient and complete answer. Moreover, the parenthetical addition of the phrase “if any”, once again given the matter at hand, is at best ambiguous, implying that no proceedings were necessary, a fact that was of course belied by ulterior events. In relation to *item (iii)*, there is something which may amount to a reply, but is in fact elliptical: it only states that eventually, if a disciplinary proceeding was opened, “*it does not follow*” that the Appellant would be party to the proceedings. Considering the legal nature of the case at hand, this bald assertion is in itself questionable (*infra* ¶¶ 203 *et seq.*). In any case, the reality is that no direct response—which should have been in a binary manner, such as (for example), “we will open”, “we will not open”—was given.
142. With respect to the other three specific requests (*items iv-vi*), the FIFA Reply gave no response, nor even a mention, in its answer to the Appellant.
143. Moreover, when the Appellant introduced a further presentation in the LDA Answer, which in fact included new requests (*supra* ¶ 27), the FIFA Second Reply limited itself to referring to the first one. That is to say: regarding the previous requests, the same situation remained; and with respect to the further new requests introduced by the Appellant, there is no response whatsoever from FIFA.
144. The situation up to this point may then be summarized as follows: the Appellant introduced five substantial requests to FIFA, and the FIFA Reply—at best—answered two of the requests, remaining completely silent on the other three requests. However, even the two responses given may be considered as insufficient, in the first case, and ambiguous, in the second case. The answer does not state what is the nature of the “ongoing analysis” and whether the case would indeed be subject to disciplinary proceedings, but only what would be the hypothetical situation of the Appellant if the proceedings were initiated (which, additionally, is a *prima facie* questionable proposition). These would not appear to be actual and full responses. Finally, regarding other requests of the Complaint, and the new requests introduced in the LDA Answer afterwards, there is no reply by FIFA, which limited itself to the answers given originally in the FIFA Reply.
145. Arguably, then, the Appellant had good reasons to find that its requests were not being answered, up to that moment.

146. However, taken by themselves, the FIFA Reply and the Second FIFA Reply are not tantamount to a situation of denial of justice for the Panel; it is only when these replies – or better: lack thereof— are coupled with FIFA’s ulterior acts and positions that they become irreversibly problematic as to amount to a denial of justice.

iii. *Further analysis by the Panel of the subsequent acts and positions staked out by FIFA with regards to the Appellant*

147. FIFA’s ulterior acts and positions *vis-à-vis* the Appellant can be divided into three different moments.
148. In the first moment, with the FIFA Reply –in November 2024—, the position is that there was an “ongoing analysis” and that if a disciplinary proceeding is opened, “*it does not follow that you become a party*”. In the second moment, when it presented its Request for Bifurcation –in February 2025— the position was, succinctly, that the Mexican Clubs had not yet signed the Participation Agreements and could not yet be subject to disciplinary proceedings, and that according to Article 10.2 of the CWC Regulations, in any case, the decision to open the proceedings is a “discretionary decision”. In the third moment, in its Reply to the Appeal Brief –in April 2025— FIFA referred to the arguments exposed in the Request for Bifurcation but added that its investigation into a potential breach of Article 10 CWC Regulations by the Mexican Clubs actually started on 17 October 2024 “*over a month before the Complaint was filed by the Appellant on 19 November 2024 (!)*”. And more: FIFA argued that the matter requested by the Appellant is “moot” and the FIFA AC Decision has “*rendered the appeal without object*”. As the Reply to the Appeal Brief by FIFA states:

“156. Simply put: because the underlying issues at stake (i.e. those that would have been the object of the proceedings in which the Appellant claims justice has been denied) have been resolved by the competent bodies, CAS is no longer in a position to grant the reliefs sought in that context by the Appellant.

157. The only reality is that, once the alleged denial of justice has ceased to exist – in casu, through the rendering of the MCO Decision – this appeal, which was based exclusively on the purported denial of justice, becomes moot”.

149. The Panel submits that these subtle yet real changes of positions *vis-à-vis* the Appellant do not hold subject to scrutiny under a standard of appropriate fairness.
150. The matter is, at bottom, straightforward: if the position was always the same –*i.e.*, that the Complaint could not be answered due to the fact that the Mexican Clubs had not yet signed the Participation Agreements and were thus not subject to Article 10 of the CWC Regulations— then: why did it not simply state this in the FIFA Reply? If the matter was so clear, there seems to be no reason why this answer was not given in the first place. The CWC Regulations had already been published by the time the Complaint was introduced; the same applies to Circular No. 1 of the Competition, which also mentioned Article 10; moreover, the mechanism of the Participation Agreement was also foreseen by the date of the Complaint; and the Mexican Clubs had not yet signed the Participation Agreements at that moment; all of which FIFA had knowledge of at the time. Furthermore, FIFA was

also fully aware at that time that the decision to include the Appellant was temporarily posterior –again, according to its own interpretation of the CWC Regulations— and should have clarified this fact when the Complaint was introduced, not leaving doubt as to the Complaint’s claims.

151. Thus, all the elements for giving a complete and thorough answer to the Complaint were fully available to FIFA when the FIFA Reply was issued. Such an answer would have not only constituted a full and acceptable reply to the Complaint’s requests, but could have – potentially at least— saved all the affected parties from this dispute.
152. At this juncture, a crucial datum must be mentioned, which the subsequent events should not cloud: the Appellant had no official information regarding the signing of the Participation Agreements by the Mexican Clubs at the time of filing its Complaint. In fact, the Appellant did not have this information when filing this appeal either or even after these arbitral proceedings were underway. Moreover, FIFA was still reluctant to disclose this information once requested: it was only when ordered by the Panel that the agreements and their execution dates were finally produced and became known to the Appellant. The only confirmed information that the Appellant had at the time of the Complaint was that the Mexican Clubs were being profusely presented in official social media and even invited to the Competition draw, in which they freely participated.
153. For an objective observer without all the relevant information, it is not wholly unreasonable or far-fetched to suppose that the Mexican Clubs were indeed being included by FIFA in the Competition. In any event, FIFA’s subsequent position –first presented when requesting the bifurcation of these proceedings, months later— that the Appellant had no standing to sue because the Mexican Clubs had not yet signed the Participation Agreements is based upon a fact that was not known by –or that was not in the event timely disclosed to— the Appellant, and thus cannot be reasonably held against LDA (see further *infra* ¶ 213). Perhaps, had this fact been informed, the Appellant would have dropped its Complaint or at least would have waited for the relevant moment for further action: these are counter-factuals that the Panel cannot confirm. But what can be confirmed is that the Appellant could have been furnished with that information in due time with a reply by FIFA stating that the Participation Agreements had not yet been signed and that the CWC Regulations were not yet applicable, a disclosure which it appears would cause no detriment or prejudice to the Mexican Clubs, FIFA, or the whole process.
154. The same can be affirmed with regards to the –at bottom— fundamental petition of the Appellant, which was to be included in the Competition. In its Reply to the Appeal Brief, FIFA includes a section which in detail argues that no “automatic right” to substitution existed for the Appellant. There appears to be no reasonable explanation as to why this was not communicated, in the first moment, to the Appellant. The situation was not different when the Complaint was introduced.
155. For the Panel the conduct of the Appellant, albeit ultimately found to be in haste and wrongheaded in many of its aspects, was, as a whole, in good faith given what was at stake: participation in a tournament of the importance of the Competition. For any club,

such an opportunity would indeed be historic. Moreover, the MCO situation of the Mexican Clubs had *fumus bonis iuris* (and, as it turned out, was in fact correct). The conduct of the Appellant, in the context of the facts of the case, cannot be considered as unreasonable: the Complaint is not in the eyes of the Panel frivolous. In turn, the FIFA Reply –coupled with FIFA’s own ulterior acts— can reasonably be considered as insufficient, particularly considering what was at stake, its position in the football world and the context of the situation.

156. In this setting, the fact that FIFA has decided to subsequently present this appeal as *ex post facto* “without object” also appears to be problematic. If the appeal turned out to be *ex post facto* without object because of the decisions that were taken, then the Complaint cannot be discarded as unreasonable or baseless in the first place. To the contrary, the fact that the MCO situation of the Mexican Clubs was subsequently confirmed, gives the Complaint, and the need to give an adequate answer to it, considerable weight. The further point cannot go unmentioned: if the subsequent FIFA AC Decision has rendered *this particular appeal moot or without object*, as FIFA has in fact alleged, then it follows that at least it is arguable that the Complaint had *the same object* as the subsequent disciplinary proceedings undertaken by FIFA against the Mexican Clubs. But this reinforces, rather than debilitates, the *prima facie* reasonable factual basis of the Complaint, and the need to provide it with an adequate and sufficient answer. None of which happened.
157. To this a final critical matter must be added: in the FIFA Reply, FIFA invoked the FD Code to state that “*it does not follow that you [the Appellant] become a party to the proceedings (if any)*” and that it would not be “*in a position to provide you [the Appellant] with information concerning your enquiries*”.
158. However, as will be further expounded below (*infra* ¶ 203 *et seq.*), this case in fact appears to be fundamentally about eligibility, and not about *stricto sensu* disciplinary matters. “Eligibility” in sports law is not to be equated automatically or without further qualification as “disciplinary”. Thus, the invocation of the limitations set forth in the FD Code for a complainant’s participation in the process, which in normal disciplinary cases seems reasonable, appears *prima facie* problematic in an eligibility case. Furthermore, rather than adopting an open stance towards the protection of the relevant interest –*in casu*, “the integrity of the Competition” as Article 10.1 of the CWC puts it— the stance taken appears the contrary and moreover tending to deny access to justice.
159. In any event, questions may be raised about whether the limitations regarding participation of third parties, usually accepted as reasonable for strict “disciplinary proceedings”, apply with the same strictness to an “eligibility” case, particularly, considering the potential interest of replacement if one club is finally excluded. As will be further established in the *Merits* section (*infra* ¶¶ 198 *et seq.*), it is in this ambiguity of the CWC Regulations between “eligibility” and “disciplinary” that in fact the sole firm case for the Appellant’s standing can be found. Here, it suffices to note that a position implying the application of a strict disciplinary standard to an eligibility issue is at least controvertible, but in any case, equivocal and what is more important: it cannot be considered a full and sufficient response to the Complaint’s arguments and petitions.

iv. *The conclusion of the Panel for the alleged lack of decision vis-à-vis the concrete facts of this case*

160. Based on the foregoing considerations, the Panel deems that, given the particular and concrete circumstances of this case, there has been a lack of decision in part of FIFA *vis-à-vis* the Complaint –lack of decision which, given the high stakes at hand, and the *prima facie* strong factual basis of the Complaint (which, at least in relation to the MCO, turned out to be true), does not seem justifiable.
161. In reaching this conclusion, the Panel emphasizes that it fully agrees with the already cited holding of case CAS 2017/A/5460, that the right to argue for a denial of justice “*needs to be balanced with an adjudicatory body’s right to investigate a claim and issue its decision*”; this is indeed a fundamental principle in this area of the law that must be in general adhered to. However, it is also clear that in this particular case FIFA could have wholly protected its right to investigate the issue whilst at the same time replying to the Appellant’s Complaint in a sufficient and clear manner what it already was fully aware at that time. *Inter alia*: disclosure of the fact that the Participation Agreements had not been yet signed by the Mexican Clubs at the moment of the Complaint (and even afterwards); that the CWC Regulations required the signature of the Participation Agreements for the opening of the disciplinary proceedings; that the procedure includes various and separate phases, with different bodies involved, which cannot be conflated into one single procedure; and that in any case the substance of the Complaint, the potential substitution by LDA, was a matter to be decided in a later stage; even, that there is no “automatic right” to substitution in the CWC Regulations –all positions which were in fact defended at subsequent moments. Finally, the references to the FD Code and its limitations on third-party participation are equivocal given the ambiguity of the CWC Regulations in this point and do not seem *prima facie* apposite.
162. In the Panel’s view, the withholding of (such an) answer is not justifiable and amounts, *in casu*, to a lack of decision, giving it jurisdiction to hear this case, without prejudice to the ulterior consideration of the substantive merit of the Complaint’s petitions.
163. The Panel thus finds that it has jurisdiction to adjudicate this appeal and the objections by the Respondents in this regard are dismissed in their entirety.

G. Second preliminary issue: In case a denial of justice can be established, has the Appellant exhausted all previous legal remedies?

164. The Respondents have further objected to the lack of jurisdiction of the appeal due to the non-exhaustion of internal remedies by the Appellant.
165. The matter of non-exhaustion of legal remedies in the previous instance is a matter that affects the issue of jurisdiction of the CAS, as the SFT has in fact held²¹.

²¹ See *e.g.* ATF 4A_682/2012.

166. Under the architecture of FIFA's judicial bodies, there is indeed a double instance: the FIFA DC and the FIFA AC as an appellate instance. In this case, it is not disputed that the Appellant did not apply to the FIFA AC. This would entail that there is a non-exhaustion of legal remedies.

167. Notwithstanding this, and summarizing the position held in CAS precedents, it has been stated that:

*"[T]he fulfilment of the exhaustion of legal remedies may be waived if the remedies do not exist or are illusory. Specifically for sporting disputes, the obligation to exhaust internal remedies does not apply in certain circumstances where it could not be reasonably requested. This could be the case when the internal remedy seized risks to excessively retard the procedure or refuses to hear the case or cannot hear the case with the necessary impartiality. Therefore, only if the association's internal instances are willing and able to grant effective legal protection do the appellant have the right to impose the exhaustion of internal remedies prior to the appeal to the CAS"*²².

168. Applying these ideas, it seems evident that the purported imposition of the exhaustion of internal remedies prior to this concrete appeal is not reasonable.

169. Firstly, we are in a denial of justice case, which presupposes precisely that the applicable entity is unwilling to grant a hearing to the petitioner's requests. Secondly, and decisively, in this case FIFA's relevant body itself (*i.e.*, the FIFA DC) submitted the case directly to the upper appeal instance, that is, to the FIFA AC. To pretend to impose the burden to the Appellant that FIFA did not impose on itself does not seem reasonable.

170. In sum, no question of exhaustion of internal remedies can be entertained when the internal remedy itself has been subject to a *per saltum* treatment.

171. Hence, for the Panel, the exception to the exhaustion of internal legal remedies is met in this case, and the objection to jurisdiction based on this ground must be dismissed. The finding that the CAS has jurisdiction to hear this appeal is reaffirmed.

VII. APPLICABLE LAW

172. In relation to this matter, Article R58 of the Code establishes that:

"The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

173. As for the positions of the Parties: the Appellant has not addressed the applicable law in the case of dispute in its respective written submission. On the other hand, Club León

²² MAVROMATI & REEB, *The Code of the Court of Arbitration for Sport, Commentary, Cases and Materials*, Kluwer Law, 2015, p. 391, and specially the CAS case-law cited in footnotes 64 & 66.

stated that the present procedure should be resolved, first and foremost, in accordance with the statutes and regulations of FIFA, and, subsidiarily, in the absence of a specific applicable rule, by the provisions of Swiss law, as the country where FIFA is domiciled. Furthermore, it noted that as an integral part of the applicable legal framework, general principles of law and the *lex sportiva*, which informs the sports legal system, should be taken into account, including, among the former, legal certainty, good faith, proportionality, legitimate trust, and due process. For its part, Club Pachuca referenced Article 49(2) of FIFA's Statutes, concluding that the present arbitral procedure should be governed, primarily, by the applicable FIFA regulations in this case, and, complementarily, by Swiss law. It also mentioned general principles of law (*e.g.*, *lex sportiva*). Lastly, FIFA expressed that according to Article 49(2) of FIFA's Statutes, the CAS will primarily apply the various regulations of FIFA and, additionally, Swiss law.

174. In this case, there is no doubt about the primary rule under Article R58: the applicable rules are constituted by FIFA's regulatory framework; fundamentally, the CWC Regulations, the FD Code and the FIFA Statutes. On the other hand, these regulations must be complemented by Swiss law, pursuant to Article 49(2) of the FIFA Statutes. Finally, with regards to the subsidiarily applicable law, Swiss law must also apply, given the fact that the domicile of FIFA is in Switzerland.
175. Thus, the Panel finds that this dispute must be adjudicated primarily according to the applicable FIFA regulations, complemented by Swiss law; and subsidiarily, by Swiss law.

VIII. MERITS

176. As stated above (*supra* ¶ 120), given that the CAS has jurisdiction to hear this appeal, the Panel must proceed with the analysis of the merits, which can be divided into three separate issues:
 - (i) First merits issue: Is the damages claim admissible?
 - (ii) Second merits issue: Does the Appellant have standing to sue?
 - (iii) Third merits issue(s): In the affirmative, does the Appellant have the right to the substantive relief requested in its Appeal Brief (*i.e.*, prayers for relief vi-viii of its requests for relief)?
177. The Panel will treat these issues separately in the following paragraphs.

A. First merits issue: Is the damages claim admissible?

178. The first matter that will be adjudicated by the Panel is the matter of the admissibility of the damages claim introduced by the Appellant in *item (viii)* of its Appeal Brief. FIFA, as already mentioned, has forcefully objected to the admissibility of this claim.
179. As a second instance, this Panel's scope of review is demarcated by its fundamentally appellatory nature and by the implications of the *disposition, ne ultra petita* and *tantum devolutum quantum appellatum* procedural maxims: an appellate court cannot adjudicate claims that were not the subject of a dispute in the first instance. These ideas are of course

firmly embedded in the jurisprudence of the CAS, as cannot be otherwise. In this sense, the Panel sees no reason to depart from the holdings of recent case CAS 2023/A/9867 and the long line of precedents therein mentioned: TAS 2017/A/5195, CAS 2014/A/3523, CAS 2007/A/1426, TAS 2020/A/7468, and CAS 2014/A/3776.

180. As this jurisprudential line correctly establishes, a panel’s “*power of review is limited by the object of the dispute such as delimited in the previous instance*”²³.

181. The holding of the Panel in case CAS 2014/A/3776 is especially apposite in this context:

*“With regard to damages, the Appellant requests the Panel to issue an order reserving judgment in respect of the loss and damage GFA has sustained by reason of FIFA's wrongful failure to admit it to membership. The Panel observes, however, that this is a CAS appeal procedure seeking the reversal of a decision of FIFA, and that the Panel may rule only on the dispute as defined by the Appealed Decision and as limited by its objective and subjective scope (see CAS 2005/A/835 & 942, CAS 2006/A/1206, CAS 2013/A/3314). If GFA wishes to seek damages against FIFA, it will have to start a new and different legal action. Accordingly, the Panel dismisses the Appellant's motion for relief under para. 280.7 of the Appeal Brief”*²⁴.

182. It is manifest that the Complaint, albeit profuse in its requests, makes absolutely no mention to any damages claim. This, by itself, is sufficient to seal the fate of the damages request included in the Appeal Brief: the Panel cannot entertain, as an appellate instance, a claim that was not introduced in the primary instance. The damages claim is hence manifestly inadmissible.

183. For avoidance of doubt, the Panel further notes that the Complaint deals with issues of non-compliance with the CWC Regulations and the eventual substitution of clubs in the Competition. The proceedings, *per* the CWC Regulations, were to be channeled via the FIFA DC with the FD Code. Given the competence of FIFA’s Judicial Bodies²⁵, claims of damages are not in principle within the scope of these bodies. Thus, even if introduced in the first instance, the damages claim would also be *prima facie* inadmissible.

B. Second substantive issue: Does the Appellant have standing to sue?

184. At this juncture of the award, the Panel must address the matter of standing to sue of the Appellant. This, not only because it was expressly requested by the Appellant itself as a logically prior matter to its other requests, but *imprimis* due to the fact that, as the SFT jurisprudence has held, denial of justice exists “*when an authority fails to act on a matter submitted to it in due time and in due form, even though it should decide on it*” (*supra* ¶ 124). In other words, if FIFA was not under an obligation to decide upon any of the Appellant’s requests, no denial of justice could be said to exist in the first place.

²³ See *e.g.* CAS 2017/A/5195 at para. 80.

²⁴ At para. 343.

²⁵ See *ad exemplum* articles 1, 2, 56, 57, 60 of the FD Code.

i. *The relevant criteria for assessing the standing to sue*

185. As mentioned above, the question of standing to sue or be sued under Swiss law is a matter that is to be adjudged as a merits or substantive issue: this is a pacific position both in the jurisprudence of the SFT²⁶ and the CAS²⁷.
186. Moreover, the Panel agrees with the assertions of the Appellant regarding the question of standing to sue. In particular, that “*according to established CAS jurisprudence, in order to have standing to sue, the Appellant must have an interest worthy of protection (CAS 2013/A/3140 para. 8.3) or a legitimate interest (CAS 2015/A/3880 para. 46 with further references)*”²⁸; that according “*to CAS 2009/A/1880 & 2009/A/1881 para. 29, only an aggrieved party who has something at stake and thus a concrete interest in challenging a decision adopted by a sports body may appeal against that decision to CAS*”²⁹ and with “*the Panel in CAS 2008/A/1674*” which stated that: “*sufficient interest is a broad, flexible concept free from undesirable rigidity and includes whether the Appellant can demonstrate a sporting and financial interest*”³⁰; however, “*that being said, a more restrictive approach is taken when the matter involves a non-addressee of a first instance decision. Such party only has a right to appeal in very restricted cases (ATF 131 II 649). As a general rule in such circumstances, the appellant’s interest must be **concrete, legitimate, and personal***”³¹, concluding with a reference to the SFT jurisprudence that a “*purely theoretical/indirect interest is not sufficient (ATF 133 II 353)*”³².
187. The Panel fully agrees with these ideas. However, as the analysis by the Panel in the subsequent paragraphs will demonstrate, these positions, expounded by the Appellant itself, lead to the inevitable conclusion that the appeal must be dismissed.

ii. *The inseparability of the standing to sue question from the concrete substantive relief requested by the Appellant*

188. In its Appeal Brief, after its request for asserting the jurisdiction of the CAS, the Appellant itself requests in *item (iv)* that the “*Panel find that the Appellant has standing to sue*”.
189. Albeit seemingly a logically previous question to the other issues of substantive relief the Appellant is seeking –*i.e.*, *items (vi) to (viii)* of its Appeal Brief— it is in fact not possible

²⁶ See ATF 128 II 50, 55: “*Sur le plan des principes, il sied de faire clairement la distinction entre la notion de légitimation active ou passive (appelée aussi qualité pour agir ou pour défendre; Aktiv- oder Passivlegitimation), d’une part, et celle de capacité d’être partie (Parteifähigkeit), d’autre part. La légitimation active ou passive dans un procès civil relève du fondement matériel de l’action; elle appartient au sujet (actif ou passif) du droit invoqué en justice et son absence entraîne, non pas l’irrecevabilité de la demande, mais son rejet*” or ATF 126 III 59, at c.1a: “*La qualité pour agir et la qualité pour défendre appartiennent aux conditions matérielles de la prétention litigieuse. Elles se déterminent selon le droit au fond et leur défaut conduit au rejet de l’action, qui intervient indépendamment de la réalisation des éléments objectifs de la prétention litigieuse. Ainsi, la reconnaissance de la qualité pour défendre signifie que le demandeur peut faire valoir sa prétention contre le défendeur.*” See also SFT 137 I 296, ¶ 1.3.1; SFT 4A_426/2017, ¶ 3.1; SFT 4A_620/2015.

²⁷ See, for example: TAS 2021/A/7650, ¶ 80; CAS 2020/A/6694; CAS 2018/A/5746; ¶ 173 or CAS 2016/A/4602.

²⁸ Para. 70 of the Appeal Brief (in turn, referencing DE LA ROCHEFOUCAULD, “*Standing to sue, a procedural issue before the CAS*”, CAS Bulletin 1/2011, p. 13 *et seq.*).

²⁹ Para. 72 of the Appeal Brief.

³⁰ Para. 73 of the Appeal Brief.

³¹ Para. 74 of the Appeal Brief (emphasis in the original).

³² Ibid.

to adjudicate the question of standing to sue without consideration to each of the underlying reliefs sought by the Appellant. To put it in other words, the determination of whether the Appellant has standing to sue is inevitably tied to the specific requests made under *items (vi) to (viii)* of its request for relief: *i.e.*, (vi) whether the Mexican Clubs are in breach of the MCO provision of the CWC Regulations, (vii) whether the Panel can remove either (or both) teams from the Competition and finally (viii) whether it can compel FIFA to admit the Appellant into the Competition.

190. This is asserted, moreover, by the Appellant itself in its Appeal Brief: “*standing to sue in these circumstances must be taken together with the merits*” and thus it proceeds to “*lay these out below and not duplicate the same discussion*”³³.

191. Hence, the analysis of the Appellant’s standing to sue is intimately intertwined with its substantive requests, enumerated in *items (vi) to (viii)* of its requests for relief.

iii. *The unification of the requests by the Appellant and the overarching petition to be included in the Competition*

192. The matter is further complicated in this case however by the additional fact that the Appellant has presented its requests together under a single or overarching petition of being included in the Competition, alleging an “automatic right” to substitution.

193. The Appellant has undeniably decided to present its appeal under a clear overarching or unifying theme: the determination of an MCO situation *vis-à-vis* the Mexican Clubs is inseparably tied to its alleged “automatic right” of substitution and consequently of being included in the Competition. This was expressly emphasized in its Appeal Brief, not only in its requests for relief, as already noted but also, *inter alia*, when discussing the petition of inclusion in the Competition: “*upon the removal of one of the Second and Third Respondent, the Panel must then consider the question of how to fill the vacancy*”³⁴. It was also asserted when defending its standing to sue³⁵; more specifically, it cited a “*previous CAS Panel*” (*i.e.*, CAS 2015/A/4151) that “*stated that a club has standing to sue when it could show that it would replace the excluded club from a competition based on the relevant regulations*”³⁶. It was likewise emphatically defended by its counsel in the hearing, alleging that its petitions were inextricably tied to its alleged right to substitute one of the Mexican Clubs and participate in the Competition.

194. Furthermore, the alleged “automatic right” of the Appellant to substitute one of the Mexican Clubs –or what is the same: to be included in the Competition— was a matter also repeatedly asserted in its Appeal Brief and reiterated during the hearing as its central or overarching substantive relief. Thus, the Appellant asserted *inter plurimum alia* that “*based on the Regulations, LDA would indeed be the club that must replace the excluded club – this would not be down to second-guessing or speculation but instead a direct*

³³ Para. 81 (emphasis added).

³⁴ Para. 122 of the Appeal Brief (emphasis added).

³⁵ See paras. 75-75 of the Appeal Brief.

³⁶ Para. 78.

application of the Regulations”³⁷; that “*other parties have no actual right to replace the excluded club*”³⁸; “*Why LDA Must Be Chosen*”³⁹; or that the CWC Regulations “*give LDA the automatic right to fill the vacancy*”⁴⁰; and the “*rules are clear*” and the Panel “*must compel FIFA to follow them*”⁴¹, etc.

195. The fact that Appellant has decided to unify –or better, to conflate— these different and distinct requests seals, in the Panel’s considered judgment, the fate of its appeal and its necessary rejection.
196. As the subsequent analysis will show, the Panel was prepared to analyze and consider the Appellant’s standing to sue in respect of one of its single, isolated requests: *item (vi)*, referring to the investigation of the MCO situation of the Mexican Clubs. Here, as it will be further submitted, the ambiguity of the applicable regulations could have, by itself, opened the way to establish a basis for the Appellant’s standing to sue.
197. However, given that the Appellant itself has decided to tie this request together with the clearly different and distinct matters of (i) the exclusion of one of the two Mexican Clubs –to which it clearly has no standing and which is in any case subject to a different body and procedure in FIFA— and (ii) the matter of the eventual replacement –which had not even been decided at the moment of filing of the appeal— and (iii) even to its alleged “automatic right” to substitution –which for the Panel does not exist— the appeal must in the final analysis be rejected.

iv. The isolated request of item (vi) regarding the MCO situation

198. The Panel will begin its analysis of *items (vi) to (viii)* of the Appellant’s request for relief –which constitute, to reiterate, its substantial petitions— with a consideration related specifically to the first request: the determination that the Mexican Clubs were under a MCO situation of non-compliance with Article 10 of the CWC Regulations. This analysis will reveal that this request, isolated and taken by itself, could have established a *prima facie* interest on part of the Appellant. This in turn justifies the Panel’s previous finding that there has been a threshold denial of justice, in accordance with the SFT jurisprudence holding that denial of justice exists when an authority fails to act on a matter submitted to it “*even though it is obligated to decide on it*” (*supra* ¶ 124).
199. Firstly, the Panel must set forth the basic interpretative framework for analyzing the CWC Regulations and, specifically, the provisions contained in Article 10. As is well-established in the jurisprudence of the CAS and the SFT, regulations issued by associations, such as FIFA, are to be interpreted under the same regime as statutes⁴². The

³⁷ Para. 79 of the Appeal Brief (emphasis added).

³⁸ Para 92 of the Appeal Brief (referencing and denying the existence of other potentially interested clubs – emphasis added).

³⁹ At page 38 of the Appeal Brief (emphasis added).

⁴⁰ Para. 145 of the Appeal Brief (emphasis in the original).

⁴¹ Para. 150 of the Appeal Brief (emphasis added).

⁴² “*It is generally admitted that rules and regulations of international sports federations are subject to the methods of interpretation applicable to statutory provisions rather than contracts*”: CAS 2020/A/7331, ¶ 105. See also, CAS 2022/A/8915, 8918, 8919 & 89120,

SFT has further noted that such regulations must be interpreted using four methods, starting with the letter of the law, but also taking into account the systematic, teleological and historical elements⁴³. While these four methods of interpretation are widely used in CAS jurisprudence, it is commonly accepted –and, undoubtedly, on solid grounds— that “[t]here is no reason to depart from the plain text, unless there are objective reasons to think that it does not reflect the core meaning of the provision under review”⁴⁴.

200. The Panel submits that, *in genere*, the wording and construction of Article 10 of the CWC Regulations are sufficiently clear and straightforward and do not require further methodological deviations beyond a plain reading of the text. As such, in principle, it does not necessitate a complex interpretative exercise: there is no reason to question its (i) underlying *rationale* (“*To ensure the integrity of the Competition*”) nor (ii) its detailed provisions (both substantive, in paragraph 1, and procedural, paragraphs 2-4).
201. There is, nonetheless, one shining exception to this finding: the determination of the nature of the proceedings for determination of the potential MCO non-compliance.
202. At first glance, the matter appears simple. Article 10.2 of the CWC Regulations reads:

“If, on the basis of a complaint or the information available to FIFA, there is a doubt as to whether a participating club fulfils the criteria established above, the FIFA general secretariat may refer the case to the FIFA Disciplinary Committee, who shall decide on the admission without delay in accordance with the FIFA Disciplinary Code”.

203. However, as already stated above, the case at hand appears to be about “eligibility” rather than a purely “disciplinary” matter. Eligibility requirements refer to certain “conditions”⁴⁵ or “preconditions”⁴⁶ that are established for participation in a particular competition. They are thus distinguishable from qualification based on sporting merit: although a necessary condition, sporting qualification does not normally constitute a sufficient condition to entitle a club to participate in a competition, a matter which is subject to the further “preconditions” of eligibility.
204. In any event, given its distinct conceptual structure, eligibility matters related to conditions for participation in a tournament cannot be equated, automatically or without further qualification, to disciplinary matters, which refer in principle to questions of “infringements” of rules and, consequently, of “sanctions”⁴⁷.

¶ 71, citing CAS 2020/A/7356; SFT Judgement 4A_314/2017, stating “*the Federal Court has interpreted the statutes of major sports associations, such as UEFA, FIFA and the IAAF, in the same way as a statute*” (free translation).

⁴³ See for example the mentions in: CAS 2022/A/8915, 8918, 8919 & 89120, ¶ 71, citing CAS 2020/A/7008 & 7009 ¶ 61; CAS 2013/A/3365 & 3366, ¶ 88.

⁴⁴ *Vide* CAS 2013/A/3365 & 3366, ¶ 89.

⁴⁵ See, e.g., CAS 98/200, ¶ 84: “*the Panel does not see in the Contested Rule any creation of different categories of member clubs but rather the establishment of conditions of participation in UEFA competitions. Among such conditions are also, for example, stadium safety requirements*” (emphasis added).

⁴⁶ *Vide* CAS 2015/A/4097, ¶ 71: “*Different from ordinary businesses, football clubs are in general not automatically entitled to participate in the market (competition) they would like to participate in. Rather, participation may be made subject to certain preconditions. In order to participate in the Romanian Liga 1 National Championship football clubs need to qualify on the basis of sporting merit, but football clubs also need to comply with other preconditions, such as compliance with the RFF Licensing Regulations.*” (emphasis added)

⁴⁷ See Article 1 FD Code.

205. In the case at hand, it is very difficult, if not impossible, to contest that Article 10 fundamentally regulates a matter of eligibility for clubs that have previously qualified on sporting merit for the Competition. As such, again in principle, it cannot be equated automatically or without qualification to a disciplinary rule.
206. At the same time, Article 10 also refers the case to the FIFA Judicial Bodies, which oversee disciplinary matters, and it even establishes that the FD Code is applicable.
207. The Panel, without expressing a definitive opinion on this matter, notes that from certain of its features, the procedure implemented appears to present a hybrid or at least a *sui generis* nature. In this regard, the Panel notes that on the one hand, Article 10 conceptually deals with a question of “eligibility”, yet it also contains or entails certain disciplinary features. For example: (i) Article 10 is under the subheading “*Disciplinary matters and procedures*” of the CWC Regulations; (ii) Article 10.2 of the CWC Regulations prescribes the referral of cases to the FIFA DC in accordance with the FD Code; (iii) Article 10.3 of the CWC Regulations grants jurisdiction to the FIFA DC to assess compliance. Moreover, the FIFA AC Decision, while declaring the Mexican Clubs “non-compliant” in the operative part, made multiple references in its reasoning to “breaches” of the rules. These features in turn hint towards disciplinary aspects rather than pure eligibility aspects.
208. The Panel considers that, in the final analysis, it is unnecessary to express a definitive opinion on the precise legal nature of Article 10 for solving this dispute; it suffices to note that whilst presenting certain disciplinary features, Article 10 cannot be read disconnected from the, at bottom, clearly distinct issue it purports to regulate: eligibility.
209. This finding has an important implication for this case. For, it renders as quite problematic the overtly confident assertions contained in the FIFA Reply that given that the FD Code was applicable “*it does not follow that you become a party to the proceedings (if any)*” and that FIFA would not be in a position to provide the Appellant “*with information concerning your inquiries or regarding the state of the proceedings before the FIFA Disciplinary Committee (if any)*”. The conclusion also renders as problematic the similarly unqualified assertions contained in the Reply to the Appeal Brief by FIFA⁴⁸ alleging that the Appellant does not have standing to sue, invoking the limitations recognized to third parties in pure disciplinary proceedings. In this sense, the Panel deems that whilst these limitations indeed have a solid rationale in disciplinary cases, they lose their gravitational pull when the matter at hand refers to a different issue such as eligibility, in which other clubs may, in principle, be found to have an interest worthy of protection and thus be admitted as parties to the pertinent proceedings.
210. In this context of defining the interest worthy of protection, it is important to make a distinction between the nature of proceedings before Swiss public courts and in the context of private arbitration. In particular, the Panel considers that, while limiting access to public judicial dockets is an understandable policy concern which warrants a strict

⁴⁸ See para. 141 to 150 of the Reply to the Appeal Brief by FIFA.

application of the matter of standing, such considerations diminish or lose weight in the context of proceedings before private arbitral institutions. In this regard, in this case the Panel concurs with the assessment of the Sole Arbitrator in case CAS 2017/A/5054:

“In order for the claim to be admissible, the Appellant must have a legal interest (“Rechtsschutzinteresse”, “intérêt d’agir”). Since the requirement of a legal interest determines if in a given case whether a claimant has access to justice, the bar must be set with prudence and – in any respect – not too high [...].

In doing so, the Sole Arbitrator does not take recourse to the Swiss law of civil procedure. In principle, the Sole Arbitrator finds that the threshold for a legal interest must be set low before an arbitral tribunal. The prerequisite of a legal interest is designed to protect the courts from being deadlocked with needless disputes. The prerequisite, thus, helps to manage the work load of the courts and to protect scarce public resources.

The answer to the question, however, what disputes shall be considered ‘needless’ is very different in cases in which the state provides and pays for courts that adjudicate a dispute compared to cases where the parties mandate and pay (in full) a private institution to adjudicate the matter. In the latter case, a legal interest should only be denied if there is no benefit for the party whatsoever in obtaining a judgement in this matter in his or her favour” (paras. 75-78, emphasis added).

211. The Panel considers this to be an appropriate standard: a strict application of the idea of an interest can result, in certain cases, in a *distortion* of the underlying policy consideration that frames the doctrine of standing before Swiss courts. Different circumstances require nuanced approaches. Moreover, such a strict application can represent, in specific cases, an undue and *artificial* restriction on the right to access justice. Instead, as the cited CAS precedent aptly puts it, the bar to access to justice must be set with prudence (*i.e.*, reasonableness).
212. For the Panel, the fundamental ambiguity contained in Article 10 in this regard – regulating mainly an eligibility issue, but also with certain disciplinary features— cannot be held against the Appellant to outright deny the existence of any interest whatsoever. As recognized by CAS jurisprudence, any lack of clarity or opacity regarding a regulation issued by a sporting body such as FIFA must be interpreted against the regulatory party and not against its members⁴⁹. This entails that the proposition that a club may have an interest worthy of protection in a case of eligibility such as the one ambiguously regulated by Article 10 of the CWC Regulations cannot be *ab initio* discarded or rejected. In this case, at least with regards to *item (iii)* of the Complaint and *item (vi)* of the Appeal Brief prayer for relief, holding a strict, unqualified and unexplained denial of any participation in “disciplinary” proceedings does not appear reasonable: being a matter of eligibility, an interest worthy of protection may be in play *vis-à-vis* clubs that are in line, especially when the applicable regulations –*i.e.*, the CWC Regulations— are not clear in this regard.

⁴⁹ See, e.g., CAS 2008/A/1622 & 1624, ¶ 55: “Under Swiss law, a general principle states that any provision with an unclear wording has to be interpreted against the author of the wording (*contra proferentem*). This principle also applies to association law (cf. RIEMER, *op. cit.*, N 346). This means that in principle, if no other reasons require a different treatment, any ambiguous, or otherwise unclear, provision of the statutes has to be interpreted against the association that has drafted the statutes, and not against the members”; see also CAS 2016/A/4839 and CAS 2013/A/3324 & 3369.

This in turn reinforces the conclusion that, at least regarding this specific request, an unjustified lack of decision is found in this case (*supra* ¶ 160).

213. Moreover, given the silence of FIFA in relation to the execution of the Participation Agreements by the Mexican Clubs (*supra* ¶ 152 *et seq.*), the potential defense that these documents had not been yet signed –and thus, Article 10 was not yet enforceable against the Mexican Clubs— cannot be invoked in good faith, *ex post facto*, to deny a *prima facie* interest of the Appellant: *venire contra factum proprium non potest*. This latter idea is but a natural emanation of the good faith principle enshrined in Article 2(1) of the Swiss Civil Code (“SCC”) and has been steadfastly recognized in CAS jurisprudence⁵⁰. Of course, with a rearview mirror and all the information available, different courses of action may be envisaged or imagined; but in this case, there was only one reality at that time: the Appellant had no official knowledge regarding the signing of the Participation Agreements by the Mexican Clubs and FIFA remained silent, not mentioning this temporary defense in the FIFA Reply, when it was cognizant that the documents had not yet been signed. FIFA is thus estopped from invoking *now* a situation that it did not invoke *then*, to deny an, at least, *prima facie* interest of the Appellant in this specific point.
214. In sum, regarding this particular issue –*i.e.*, participation in the proceedings for determining an MCO situation— an interest worthy of protection cannot be outright or unqualifiedly denied, considering the ambiguity of Article 10 of the CWC Regulations with respect to the eligibility/disciplinary dichotomy, FIFA’s own ulterior changes in position and the need to apply a reasonable standard for assessing legal standing and not the normal strict standard applied to pure disciplinary proceedings.
215. However, it is precisely in this point where the appeal by the Appellant completely miscarriages. By deciding to conjoin this specific request with other further petitions – thus conflating and confounding into one single appeal what are clearly separate issues— the appeal hereafter loses any ulterior possible interest worthy of protection and is, in the final analysis, groundless and premature.

v. The Appellant’s appeal, as presented, conflates various distinct issues and procedures and must be rejected

216. To recall: the Appellant in these proceedings seeks not only (i) a decision on the MCO situation with regards to the Mexican Clubs and their non-compliance with the CWC Regulations, but also (ii) the removal of “at least” one of the clubs (“or both”⁵¹) and also (iii) to compel FIFA “to admit LDA” to the Competition (again: *vide requests (vi) to (viii)* of its Appeal Brief). To reiterate, these petitions are presented under a unified or overarching theme of its “automatic right” to substitution.

⁵⁰ The *venire* principle is commonly found in CAS jurisprudence: *ex multis*, CAS 2015/A/4195 (which also quotes an earlier precedent: “As maintained in CAS jurisprudence, the Sole Arbitrator understands that the doctrine of *venire contra factum proprium* is recognized by Swiss law, and provides that ‘where the conduct of one party has induced legitimate expectations in another party, the first party is estopped from changing its course of action to the detriment of the second party’ (CAS 2008/O/1455, §16 of abstract published on CAS website)”).

⁵¹ The Panel notes, incidentally, that this remark by the Appellant is frankly incomprehensible: even if the request could be entertained, there is no question at all of removal of both clubs, something which would not only be clearly against the CWC Regulations but would also be fundamentally unfair.

217. The applicable regulations –and in particular: Article 10 of the CWC Regulations— however establish that these matters are separate and cannot be mixed or mingled indiscriminately, as this appeal has incorrectly done.
218. In this sense, Article 10 of the CWC Regulations not only sets forth the basic concept of MCO and the characteristics of this figure for the purposes of the Competition (in its paragraph 1), but then specifies –it can be argued, even in painstaking detail— the procedure for determination of a MCO situation, the consequences and the eventual replacement of a team which is subject to a MCO situation in its paragraphs 2 to 4.
219. As the analysis below will conclude, the matter of (i) determining a situation of MCO is distinct and previous –and, moreover, undertaken by a different FIFA body— to (ii) the decision to exclude one club which in turn is distinct and previous (iii) to the decision to determine the eventual substitute.
220. As presented by the Appellant, the appeal must thus be unequivocally dismissed.
221. Indeed: even if it is held that its first request could be *prima facie* entertained, this request has in turn been tied by the Appellant itself to the further requests of (ii) removing one (or both) of the Mexican Clubs and (iii) including LDA in the competition. This is simply not possible under the applicable regulations.
222. Firstly, the provisions of Article 10.3 and 10.4 of the CWC Regulations clearly stand in the way. For, as this paragraph of Article 10 makes it clear, and as has been argued by FIFA, the decision to exclude one team is both logically and chronologically posterior to the determination of non-compliance with Article 10.1 – and, moreover and crucially, it is a decision which must be taken by a different body of FIFA.
223. In this sense, Article 10.3 unequivocally states that it is the competence of the FIFA DC (and, eventually, the FIFA AC) to determine if there is non-compliance with Article 10.1:
- “If two or more clubs fail to meet the criteria defined in paragraph 1 above, only one of them may be admitted to the Competition. The FIFA Disciplinary Committee shall have jurisdiction to decide whether the criteria defined in paragraph 1 above are met”.*
224. Article 10.4 then proceeds to establish that in the eventuality a non-compliance of Article 10.1 is found, then it is for the FIFA SG to decide which club will be excluded and which will remain in the Competition:

“If the FIFA Disciplinary Committee decides that two or more clubs fail to meet the criteria defined in paragraph 1 above, the FIFA general secretariat shall decide which club may be admitted to the Competition and how a club that is not admitted shall be replaced in accordance with the following principles, taking into account, in particular, the respective ranking(s) of the club(s) concerned and the applicable quota per confederation and/or member association to which the club(s) concerned is/are affiliated”.

225. Manifestly, the Appellant has conflated the distinct phases of the MCO provision into one single phase or instance, a non-admissible *totum revolutum*. We are between patently distinct phases and even distinct competent bodies. In any case, it is more than evident that with respect to this second, distinct and chronologically posterior decision of the FIFA SG to exclude one of the Mexican Clubs, taken by itself, the Appellant has no direct, concrete, legitimate interest. For the Appellant it is wholly indifferent whether the chosen club is Club León or Club Pachuca: as to the decision of the FIFA SG, isolated, there is simply no possible direct legal interest which may be recognized for the Appellant.
226. The Appellant admits—at least implicitly—this fact, which explains why all the requests, including this second one, have been tied inextricably to its “automatic right” to substitute and be chosen to be included in the Competition. However, the CWC Regulations are clear and straightforward here: the determination of a non-compliance with Article 10 is a distinct phase or procedure from the exclusion of one of the teams and in turn this is a distinct phase or procedure from the selection of the club which will substitute. Albeit these phases or procedures take place within the same legal entity—FIFA—they are nonetheless clearly defined and differentiated in the regulations. There is thus no reason to depart from this plain textual meaning (*supra* ¶ 199).
227. In any event, for the sake of completeness, the Panel further emphasizes that even if these phases could be taken as one inextricably bound phase or process (they cannot), the Appellant would still have no legal interest worthy of protection in this appeal procedure. The reason is quite simple: the decision of substitution had not been taken by FIFA, neither at the time of filing of the appeal—which is the decisive moment—but not even at the time of issuance of the operative part of this Award. This is moreover easily explainable, as Article 10.4 establishes that this decision is taken by another body, the FIFA SG, and at a subsequent moment.
228. Given that the substitution decision has not been taken yet, either at the time of filing of the appeal, or at the time of the issuance of the operative part of the award, the appeal is in this specific point also clearly premature: it has no object and hence no legal interest worthy of protection.
229. This in turn confirms the finding that the appeal has indeed conflated various and distinct phases or procedures into one single process, something which flatly contradicts the clearly detailed provisions of Article 10 of the CWC Regulations. This provision establishes, to repeat, the following process and competent bodies: (i) opening of the proceedings, before the FIFA Judicial Bodies; (ii) determination of the MCO situation (if any), by the FIFA Judicial Bodies; (iii) determination of the team to be excluded, by the FIFA SG; and (iv) finally, the decision of the team to be included, also by the FIFA SG.
230. The appeal must be dismissed.

vi. *In any event, the requests to open proceedings and to exclude one of the Mexican Clubs have already been decided upon*

231. However, for the sake of completeness, the Panel emphasizes that, in any case, the requests of *items (vi) and (vii)* of this appeal have been rendered without object both by the later FIFA AC Decision and the FIFA SG Decision.
232. To reopen these issues and order new proceedings –which is, at bottom, what the Appellant is requesting— while the Mexican Clubs have already been found non-compliant with Article 10 would be a merely theoretical or lyrical exercise – *i.e.*, without any concrete interest. This cannot be blamed on the Appellant, as FIFA’s Answer to the Appeal Brief sustains. However, this does not alter the fundamental fact that, were the Panel to grant the relief requested by the Appellant, it would be completely redundant with respect to these two requests, given what was decided in the FIFA AC Decision and the FIFA SG Decision.
233. Thus, the bottom line is that subsequent events have rendered any potential interest without object in relation to *items (vi) and (vii)* of the prayers for relief; and, in relation to *item (viii)*, the appeal is clearly premature and thus without object.

vii. In any event, no “automatic right” exists in the context of Article 10 of the CWC Regulations

234. Finally, and solely for the sake of completeness –since the appeal has already been dismissed based on the foregoing reasons— the Panel briefly focuses on the at bottom fundamental petition of the Appellant: whether it has an “automatic right” of substitution as it has argued. For the Panel, it is manifest that the Appellant has no “automatic right”, as this concept can be understood in the context of eligibility for a football competition and the applicable regulations, either *in abstracto* in connection to the regulations, or *in concreto* given its factual allegations.
235. Indeed, interpreting the detailed provisions of Article 10 of the CWC Regulations, the fundamental fact is that no such “automatic right” to substitution can be said to exist.
236. The pertinent rule, Article 10.4, clearly stands in the way of such a conclusion:

“If the FIFA Disciplinary Committee decides that two or more clubs fail to meet the criteria defined in paragraph 1 above, the FIFA general secretariat shall decide which club may be admitted to the Competition and how a club that is not admitted shall be replaced in accordance with the following principles, taking into account, in particular, the respective ranking(s) of the club(s) concerned and the applicable quota per confederation and/or member association to which the club(s) concerned is/are affiliated”.

237. The provision establishes (at least) two hurdles to the Appellant’s purported interpretation of the existence of an “automatic right”: first, that the decision hinges on the FIFA SG’s discretion, and second, following a series of criteria. In other words, the conclusion of who will replace the excluded team requires both (i) an extensive interpretative exercise of the CWC Regulations and (ii) speculation as to how the Secretary General would apply these criteria (Separately? Jointly? By combination? What happens if more than one club meets the criteria? A run-off? *Et cetera*: the possibilities are manifold) in the exercise of its discretionary powers. In the Panel’s view, for a right of qualification to be “automatic”,

it must be manifestly apparent, not subject to interpretation and speculation. No such “automatic right” can be here found.

238. In this context, to reinforce the idea that no such “automatic right” exists, the Panel finds it useful to recall the reasoning of a previous CAS panel when assessing Panathinaikos’ standing to appeal a UEFA decision deciding to suspend disciplinary proceedings against Olympiakos and provisionally admit it into the UEFA Champions League. In that case, when assessing Panathinaikos’ standing to appeal UEFA’s decision to provisionally admit Olympiakos, the panel found that it would have to prove that it would automatically replace Olympiakos in the event of an exclusion or proof that UEFA would consider it a replacement, not being convinced that a general interest for UEFA rules to be upheld as sufficient⁵². In rejecting Panathinaikos’ appeal, the panel found that:

“Ultimately the Panel notes the wide discretion that Article 81.01 of the UCLR gives to the Emergency Panel, however, standing to sue should be restricted to a club that could show to the Panel that it would directly replace an excluded club and not by the means of possibly being entered into a draw along with a number of other clubs or by a possible one-off decision that the Emergency Panel could take.

Panathinaikos has not established to the Panel that Article 4.08 of the UCLR should survive the commencement of the competition, nor that the outcome from the Emergency Panel would be that it would simply replace Olympiakos with Panathinaikos, as it had finished in second place in the Super League.

The Panel cannot second guess exactly what the Emergency Panel would do, and it does not have to, but there is some logic in UEFA’s position that the most likely outcome would be to order a draw from the various clubs eliminated from the play-off round (so this would not include Panathinaikos in any event) as these were the last to be eliminated, so the closest on sporting merit; and that it would not advance Panathinaikos ahead of the club (Club Brugge KV) that had already eliminated it on the pitch”⁵³.

239. This Panel finds that although the facts in case CAS 2015/A/4151 are similar to the present, they are not identical. The Panel notes that, while the FIFA SG has some discretion in selecting the replacing club, Article 10.4 of the CWC Regulations establishes two specific criteria to be considered, namely (i) ranking and (ii) the confederation quota. In the context of selection disputes, Article 10.4 of the CWC Regulations can be thus considered as a hybrid, meaning that there are both objective and subjective criteria applicable to the selection of the participating club⁵⁴.
240. In this sense, while the degree of deference to be granted to the FIFA SG is –apparently, at least— less than what was applicable in CAS 2015/A/4151, a sufficient and undeniable level of discretionary powers exists. Hence, the confidence in the Appellant’s contention that it has an automatic right to be selected by the FIFA SG seems quite unreasonable given the objective criteria that are established in Article 10.4, their multiple instantiation possibilities in practice and the not negligible degree of discretion the FIFA SG retains.

⁵² See CAS 2015/A/4151, ¶¶ 134-135.

⁵³ CAS 2015/A/4151, ¶¶ 146-148 (emphasis added).

⁵⁴ See: CAS 2016/A/4657, ¶ 50(1).

241. Thus, not only has the decision of replacement not yet taken at the time of filing of this appeal –which makes the appeal premature— but in any event no “automatic right” to substitution can be said to exist in the CWC Regulations; rather, what is found is a “second guessing” of what decision the FIFA SG would (eventually) take, given the objective criteria and the degree of discretion inherent to the rule.

viii. *In any event, the arguments of the Appellant defending its participation are (highly) controvertible and prove that no “automatic right” of substitution exists*

242. In any event –and again, solely for sake of thorough completeness— the Panel additionally notes that the *in concreto* allegations of the Appellant as to whether it is to be included prior to the other Mexican Clubs or the MLS clubs, are highly speculative – and controvertible— and require an extensive interpretative exercise.

243. The applicable provision of the CWC Regulations is Article 11.5, which states:

“In the event of a club winning two or more editions of the confederation’s premier club competition during the 2021-2024 period, the FIFA club ranking calculated according to sporting criteria will be used to grant access. A cap of two clubs per country will be applied to the access list, with an exception in cases where more than two clubs from the same country win the confederation’s premier club competition over the four-year period”.

244. As can be easily inferred, the position of the Appellant is not a direct and strict application of this article, but rather the Appellant makes several interpretative moves to establish its “automatic right” to substitution. This, by itself, is sufficient to establish that a *prima facie* extensive interpretative exercise is required and that no such “automatic right” exists.

245. That the Appellant has performed various interpretative moves cannot be denied. One interpretative move, key to its argument, is that the cap of two clubs per country applies to the clubs, and not the country itself. In this case, since three Mexican clubs won the Concacaf “premier club competition”, and one is to be eliminated, the interpretative position would be that cap applies to the clubs themselves, and not their federation. Albeit this is a possible reading of the text, it is not the only interpretation. An argument that the cap applies to the country cannot be outright discarded as unreasonable. In any event, this only proves that an exercise in interpretation is necessary to defend its thesis, something which is *ex definitione* repugnant to the idea of an “automatic right”.

246. Moreover, even if it were possible to sustain *ex hypothesi* that the quota is for the clubs themselves and not the federation, this interpretation would only rule out (again: hypothetically) Mexican clubs. But not the MLS clubs, since the Panel simply cannot follow the argument of the Appellant, so clearly contradictory with the CWC Regulations and the reality of the facts.

247. The chart included in Article 11.4 is clear: one place has been reserved to an MLS team –which turned out to be Inter Miami— as distinct to the places based on sporting merit:

Host (club TBC)	1	One club (access for the club occupying this slot will be determined by FIFA at a later stage)
-----------------	---	--

248. As such, Inter Miami has been granted the place of the “host” and has not qualified based on sporting merit reasons. The quota for the MLS teams is not then full. This entails that even if the situation of Mexican clubs could be controverted or at least argued about, the situation for MLS teams does not really seem disputable: there is only one MLS which has qualified on sporting merits to the Competition and there is thus space for another team. Thus, even if the argument regarding Mexican clubs is accepted (*quod non*), this would leave a hurdle for the MLS teams which, for the Panel, is insurmountable.
249. However, and crucially, all of the arguments presented by the Appellant have an incorrect presupposition, already rejected by the Panel: that no degree of discretion is retained by the CWC Regulations for the FIFA SG, a possibility that has also been discarded as contrary to the text. This discretion implies that there is a margin of degree reserved for the FIFA SG for analyzing and applying the objective criteria and choosing the substitute, at least in the context of the CWC Regulations, and that not even the quota system is “automatic” or inflexible. Again, while this may be questioned abstractly, the scope of this Panel’s review is not the existence of the rule itself, but its application.
250. Thus, the arguments by the Appellant are highly controvertible *in concreto* and in any event prove –again– that no “automatic right” to substitution may be said to exist.

ix. Conclusion

251. In sum: the appeal must be dismissed. The Appellant itself has chosen to present its appeal conflating or unifying the different phases or procedures which exist under the CWC Regulations for (i) determining an MCO situation, (ii) determining the club to be excluded and (iii) the club which will be included in its stead. Albeit the first phase or procedure may give rise to an interest worthy of protection in particular situations given the ambiguity of the CWC Regulations in this point –and thus, to a decision by FIFA– when presented as one single process under a unifying theme of replacement –and tied to an alleged “automatic right” of substitution which simply does not exist– as the Appellant has chosen to do, it is clear that no such interest(s) exists.
252. In any event, regarding the first two phases, the appeal has been rendered moot by (i) the FIFA AC Decision and (ii) the FIFA SG Decision which were subsequently adopted, and (iii) the replacement decision has not even been taken, ruling out logically any possibility of appeal: *i.e.*, it is in this regard a manifestly premature appeal. This also entails that analysis of further problems of the appeal, such as its obvious defects for not having designated other potentially affected clubs (*i.e.*, the request of *item (v)* that “[t]he Panel find that other parties who may join these proceedings do not have standing to sue”) are unnecessary given this conclusion.
253. The appeal must be rejected and thus all the other requests by the Appellant must henceforth also be dismissed.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. It has jurisdiction to hear the appeal filed by Asociación Liga Deportiva Alajuelense.
2. The appeal filed by Asociación Liga Deportiva Alajuelense is dismissed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 6 May 2025

Award with grounds: 7 November 2025

THE COURT OF ARBITRATION FOR SPORT

Roberto Moreno
President of the Panel

David Arias
Arbitrator

Juan Pablo Arriagada
Arbitrator