CAS 2025/A/11815 Boris Cespedes v. Fédération Internationale de Football Association (FIFA)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Alexander McLin, Attorney-at-Law in Lausanne, Switzerland

in the arbitration between

Boris Cespedes, Carouge, Switzerland

Represented by Mr Pierre-Xavier Luciani, Attorney-at-Law at Luciani Avocats SA, Lausanne, Switzerland,

Appellant

and

Fédération Internationale de Football Association (FIFA), Zurich, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Director of Litigation, and Ms Cristina Pérez González, Senior Legal Counsel, FIFA Litigation Department, Coral Gables, Florida, USA

Respondent

I. PARTIES

1. Mr Boris Cespedes (the "Player" or the "Appellant") is a professional football player of Bolivian nationality, born on 19 June 1995, residing in Carouge, Switzerland. At the time of the relevant doping control, he played for Swiss Super League club Yverdon-Sport FC and represented the national team of the Bolivian Football Federation (FBF), a member of Fédération Internationale de Football Association (FIFA).

2. FIFA (the "Respondent") is the international governing body of football. It is headquartered in Zurich, Switzerland.

3. The Appellant and the Respondent are hereinafter jointly referred to as the "Parties".

II. THE DECISION AND ISSUE ON APPEAL

4. On 7 August 2025, the FIFA Disciplinary Committee (the "FIFA DC") issued its decision, the grounds of which were communicated to the parties on 17 September 2025 (the "Appealed Decision"). In the Appealed Decision, the FIFA DC found the Player responsible for violating Article 23.1 of the FIFA Disciplinary Code (ed. 2023) and Article 6 of the FIFA Anti-Doping Regulations (ed. 2021) (the "FADR") by committing an anti-doping rule violation ("ADRV") for the presence of acetazolamide, a Specified Substance in the World Anti-Doping Code Prohibited List under category S5 (diuretics and masking agents), in his urine sample. The FIFA DC imposed a period of ineligibility of two years, with credit granted for the Provisional Suspension voluntarily served by the Player since 14 May 2025. The Appellant appeals this decision and seeks a reduction of the sanction to no more than six months of ineligibility.

III. FACTUAL BACKGROUND

A. Background Facts

5. Below is a summary of the relevant facts and allegations based on the Parties' submissions on the merits of this appeal. Additional facts and allegations found in the Parties' written submissions may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

6. On 18 March 2025, the Player arrived in Peru to participate in FIFA World Cup 2026 qualifiers with the Bolivian national football team. The matches were scheduled to take place at high altitude venues in the region.

7. On 21 and/or 22 March 2025, the Player claims he was prescribed altitude sickness medication by the team doctor, Dr Francisco Javier Gomez Menacho. The Player contends that it was recommended to the team to take this medication in order to minimize the effects of altitude sickness.

8. On 22 March 2025, shortly after arriving in La Paz, Bolivia, the Player fell ill with gastroenteritis and was prescribed antibiotics by Dr Gomez Menacho which were first administered by injection on 22 March 2025.

9. On 22 March 2025, given additional symptoms associated with altitude, the Player ingested the prescribed altitude sickness medication.

10. On 24 March 2025, the Player received another antibiotic injection to treat his gastroenteritis.

11. On 25 March 2025, the Bolivian national football team played against Uruguay in a FIFA World Cup 2026 qualifier. The Player did not participate in the match due to his illness. Following the match, the Player was selected for in-competition doping control and provided a urine sample designated as sample number 1519962 (the "A Sample").

12. On 10 April 2025, the World Anti-Doping Agency ("WADA")-accredited laboratory in Cologne reported an Adverse Analytical Finding ("AAF") for acetazolamide in the A Sample. Acetazolamide is a Specified Substance classified under category S5 (diuretics and masking agents) of the 2025 World Anti-Doping Code Prohibited List and is prohibited at all times.

13. On 15 April 2025, the FIFA Anti-Doping Unit ("FADU") issued a Notice Letter to the Player, notifying him of the AAF and his right to exercise various procedural rights, including requesting an analysis of the B Sample.

14. On 17 April 2025, the FIFA Secretariat opened disciplinary proceedings and the Player requested analysis of the B Sample.

15. On 30 April 2025, the Player submitted initial explanations to FIFA, challenging certain timestamps and signatures on the Doping Control Form (the "DCF").

16. On 7 May 2025, the Player submitted supplementary explanations, acknowledging the AAF but asserting that he bore no significant fault or negligence for the presence of the Prohibited Substance in his system, in accordance with Article 20 FADR.

17. On 14 May 2025, the B Sample was analyzed and confirmed the results of the A Sample. The Player was formally charged with an ADRV, and thereafter voluntarily entered into a provisional suspension period commencing 14 May 2025.

B. Proceedings before the FIFA DC

18. On 2 June 2025, the Player informed FIFA in writing that he was facing potential career-ending consequences as a result of the disciplinary proceedings.

19. On 7 August 2025, the FIFA DC held a hearing. Following this hearing, it rendered the Appealed Decision, finding the Player responsible for an ADRV and imposing a two-year period of ineligibility, with credit for the Provisional Suspension served since 14 May 2025.

20. On 17 September 2025, the FIFA DC provided the full grounds of its decision to the parties.

21. The FIFA DC found that: (a) the Player had committed an ADRV as the presence of a Prohibited Substance in his body constitutes a violation under Article 6 FADR (strict liability), which is not contested; (b) the ADRV was not intentional, thus the two-year period of ineligibility under Article 23.1 FADR applied as a starting point; (c) the Player failed to establish the source of the Prohibited Substance with sufficient clarity; (d) even assuming the source could be established, the Player bore significant fault or negligence for failing to verify the identity and prohibited status of medications prescribed to him; and (e) a two-year period of ineligibility was the appropriate sanction.

22. The Appealed Decision also noted that the Player had no prior doping record, having competed clean for over ten years, and that he was a 30-year-old player whose career could be significantly affected by an extended ineligibility period.

23. The operative part of the Appealed Decision provides as follows:

> *"1. The player, Mr Boris Cespedes, is found responsible for having infringed Article 23.1 of the FIFA Disciplinary Code (ed. 2023) and Article 6 of the FIFA Anti-Doping Regulations (ed. 2021).*
>
> *2. Mr Cespedes is suspended from any football-related activity for a period of two (2) years effective on the issuance of this decision, with a deduction for the Provisional Suspension served thus far."*

24. The Player was notified of his right to appeal the Appealed Decision to the Court of Arbitration for Sport (the "CAS") in accordance with Article 49 of the FIFA Statutes.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

26. On 3 October 2025, in accordance with Article R48 of the Code of Sports-related Arbitration (the "CAS Code"), the Appellant filed his Statement of Appeal with the CAS, initially in French, and requested that the case be submitted to a sole arbitrator.

27. On 6 October 2025, the CAS Court Office registered the appeal under the reference CAS 2025/A/11815 and formally initiated the present arbitration proceedings.

28. On 8 October 2025, FIFA lodged an objection to the use of French as the language of the proceedings, requesting that English be adopted as the language of the arbitration. FIFA also objected to the appointment of a sole arbitrator and requested that the matter be referred to a panel of three arbitrators.

29. On 9 October 2025, the CAS Court Office acknowledged receipt of FIFA's objections and invited the Appellant to indicate whether he maintained his choice of French as the language of the arbitration, and indicated that the President of the CAS Appeals Arbitration Division (the "Division President") would decide on both the number of arbitrators and the language of the proceedings.

30. On 9 October 2025, the Appellant filed his Appeal Brief (in French), in accordance with Article R51 of the CAS Code.

31. On 10 October 2025, the Appellant maintained his request that the matter be submitted to a sole arbitrator, and that French be adopted as the language of proceedings.

32. On 23 October 2025, the CAS Court Office informed the Parties that Mr Alexander McLin had been appointed as sole arbitrator, and provided them with his statement of independence.

33. On 28 October 2025, the Division President rendered an Order on Language, determining that English would be the language of the proceedings. The Appellant was granted a deadline of ten days from the order to provide an English translation of his submissions.

34. On 4 November 2025, the Appellant submitted English translations of his Statement of Appeal and Appeal Brief.

35. On 5 November 2025, on behalf of the Division President, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:

    Sole Arbitrator: Mr Alexander McLin, Attorney-at-law in Denges, Switzerland

36. On 8 December 2025, FIFA filed its Answer.

37. On 9 December 2025, the CAS Court Office acknowledged receipt of FIFA's Answer and requested that both parties indicate their preference regarding whether an oral hearing should be conducted in these proceedings.

38. On 9 December 2025, FIFA indicated that it did not consider an oral hearing to be necessary for the resolution of the case; however, FIFA stated that it would not object if the Appellant requested a hearing.

39. On 16 December 2025, the Appellant requested a hearing.

40. On 30 December 2025, the CAS Court Office notified the Parties that they and their witnesses were called to a hearing on 15 January 2026.

41. On 12 January 2026, the Appellant submitted an urgent request for admission of additional evidence, consisting of a recording of a television programme aired by the Swiss national broadcaster RTS in which Dr Francisco Javier Gomez Menacho, the FBF team doctor, was asked and responded to questions by telephone regarding the administration of substance to the Player during the relevant times. The Appellant submitted that this evidence ("the Broadcast") was newly discovered and of significant probative value, as it constituted an admission by the doctor of having prescribed and/or administered a prohibited substance to the Player that was the likely cause of the ADRV, and that the evidence should be admitted to facilitate the determination of the factual issues in the case.

42. On 12 January 2026, FIFA responded that it could not review the video recording which Appellant sought to have admitted into evidence given that the hyperlink provided by the Appellant did not allow for the footage to be viewed in the USA, FIFA's domicile for purposes of CAS notifications. It took the position that the evidence should be declared inadmissible pursuant to Article R56 of the CAS Code.

43. On 13 January 2026, the Appellant filed the Broadcast again in an accessible format, along with a brief explanation of its significance to the case.

44. On 13 January 2026, FIFA wrote that the evidence was filed late and was unreliable, reiterating its position that it be declared inadmissible.

45. On 13 January 2026 and on 15 January 2026, respectively, the Respondent and the Appellant returned duly signed copies of the Order of Procedure to the CAS Court Office.

46. On 15 January 2026, the oral hearing was conducted via videoconference. Besides the Sole Arbitrator and the CAS Counsel, Ms Delphine Deschenaux-Rochat, the following persons attended the hearing:

For the Appellant:

- Mr Boris Cespedes
- Ms Molly Oldridge, counsel
- Ms Raimonda Anna Mirdita, interpreter.

For the Respondent:

- Mr Miguel Liétard Fernández-Palacios, FIFA Director of Litigation
- Ms Cristina Pérez González, FIFA Senior Legal Counsel

50. During the hearing, the Sole Arbitrator heard opening statements from both parties, examined the parties' submissions and arguments, and gave both parties an opportunity to present their cases, ask clarifying questions, and respond to each other's assertions. The hearing proceeded in English, with the Appellant and his interpreter using French and English as needed for clarity.

51. At the close of the hearing, the Parties confirmed that their right to be heard had been respected.

52. On 16 January 2026, the CAS Court Office notified the Parties of the closure of evidentiary proceedings.

V. PARTIES' SUBMISSIONS

A. The Appellant's submissions

53. The Appellant submitted the following requests for relief:

"I. The appeal is admitted;
II. The decision rendered by the FIFA Disciplinary Committee on September 17, 2025, in the case of Boris Cespedes (Ref. no. FDD-23720) is annulled;
III. A new decision shall be issued in accordance with the arguments set forth, in particular providing for the suspension of Mr. Boris Cespedes for a period of no more than six months."

54. The Appellant's submissions, in essence, may be summarized as follows:

On the Source of the Prohibited Substance

- The Appellant submits that he was prescribed medication for altitude sickness by Dr Francisco Javier Gomez Menacho, the FBF team doctor, on 21 March 2025, shortly after his arrival in the high-altitude region of Bolivia. Due to his severe illness from gastroenteritis beginning on 22 March 2025, the Appellant argues that he was in no condition to verify the identity, composition, or prohibited status of the medications administered to him. The Appellant contends that the FBF medical staff bears responsibility for ensuring that any medications prescribed or administered to national team players do not contain prohibited substances.

- The Appellant further submits that he provided explanations and evidence to FIFA, including WhatsApp messages and phone recordings involving Dr Gomez Menacho and team manager Carlos Pino, in which the doctors acknowledge administering tablets but later retract or deny their statements. The Appellant emphasizes that he has produced the Broadcast, in which Dr Gomez Menacho admits on camera to prescribing a prohibited substance to the Player, thereby corroborating the Appellant's account of events.

- The Appellant argues that to require him to identify the exact medication by name, given that the FBF doctors refuse to cooperate or provide documentation, is to impose an impossible burden of proof, essentially a *probatio diabolica*. The Appellant submits that the burden should not rest with the player to prove a negative or to secure cooperation from medical professionals who decline to assist.

On the Degree of Fault

- The Appellant submits that his degree of fault or negligence is minimal or non-existent given the following factors: (a) the Player had no prior history of doping violations, having competed clean for over ten years; (b) the Player was prescribed the substance by a team doctor of his national federation, a medical professional in whom he was entitled to place trust; (c) the Player was severely ill with gastroenteritis and altitude sickness, rendering him unable to verify or question the medications being administered to him; (d) the Player did not intentionally seek to obtain or use a prohibited substance; and (e) the Player cooperated fully with the FIFA disciplinary process.

- The Appellant further argues that Article 20 FADR provides for a reduced sanction when the athlete bears no significant fault or negligence. The Appellant contends

that his circumstances fall squarely within the scope of Article 20, as he took every reasonable step available to him under the circumstances—namely, relying on the medical advice of the FBF team doctor.

Proportionality and Mitigation

- The Appellant emphasizes that a two-year ineligibility period is disproportionate given: (a) his age (30 years old), meaning the sanction may effectively end his professional football career; (b) his clean record and history of integrity in the sport; (c) the lack of intentionality and minimal fault; (d) potential violations of his personality rights under Article 28 of the Swiss Civil Code; and (e) the substantial economic and psychological harm resulting from a two-year suspension.

B. The Respondent's submissions

55. FIFA submitted the following requests for relief:

"(a) Rejecting the relief sought by the Appellant;

(b) Confirming the Appealed Decision; and

(c) Ordering the Appellant to bear the full costs of these arbitration proceedings (if any)."

56. FIFA's submissions, in essence, may be summarized as follows:

Strict Liability and Undisputed ADRV

- FIFA notes that the Appellant does not contest that an ADRV has occurred under Article 6 FADR. The mere presence of acetazolamide in the urine sample constitutes a violation of the anti-doping rules, regardless of intent. This is settled law under the strict liability regime codified in the FADR.

Non-Intentionality

- FIFA acknowledges that the Appellant has not been found to have acted intentionally in violating the anti-doping rules. Accordingly, the two-year period of ineligibility under Article 23.1 FADR applies as the appropriate starting point for sanctioning.

Failure to Establish the Source

- FIFA submits that the Appellant has failed to establish the source of the Prohibited Substance with sufficient clarity and documentary support. FIFA argues that: (a) the Appellant cannot identify the specific medication by name; (b) the Appellant has not produced medical records or prescriptions documenting that altitude medication was prescribed; (c) the FBF medical report lists only antibiotic injections, not any altitude medication; (d) there are internal contradictions in the

Appellant's account: he claims altitude medication was prescribed on 21 March 2025, but also states he was already ill with gastroenteritis on 22 March 2025, raising questions about the timeline; (e) the DCF does not contain any declaration regarding altitude medication; (f) the audio recordings and WhatsApp messages upon which the Appellant relies are unverifiable, potentially edited, and not authenticated by an independent expert; and (g) the Broadcast was filed late, may be taken out of context, and constitutes hearsay evidence rather than direct proof.

- FIFA submits that absent a clear establishment of the source, the Appellant cannot succeed in demonstrating the factual basis for any reduction in the period of ineligibility.

Significant Fault or Negligence

- FIFA further argues that even if the source of the Prohibited Substance could be established as described by the Appellant, he would still bear significant fault or negligence under Article 20 FADR for the following reasons: (a) the Appellant failed to exercise due diligence in verifying the identity and composition of medications being administered to him, regardless of who prescribed them; (b) elite athletes subject to anti-doping rules have a duty to be cautious about substances ingested or injected into their bodies; (c) the Appellant could have requested documentation, asked questions, or sought independent verification before accepting medications; (d) the fact that a national federation's doctor prescribed the substance does not absolve the athlete of responsibility for his own body; and (e) Articles 20(2) and 20(3) FADR define the threshold for "no significant fault" narrowly, requiring the athlete to have acted with utmost care and diligence.

Proportionality and Career Impact

- FIFA submits that the Appellant's arguments regarding his age, career stage, and potential career-ending consequences are not relevant factors in determining the appropriate sanction under the FADR. The applicable anti-doping rules are designed to apply uniformly to all athletes, regardless of their age, career stage, or personal circumstances.

- FIFA therefore maintains that the Appealed Decision is correct and should be confirmed, with the Appellant bearing the costs of the arbitration.

VI. JURISDICTION

57. 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".

58. The FIFA Statutes (May 2024) provide as follows:

> Art. 49.1: *"FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents"*; and
>
> Art. 50.1: *"Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question"*.

59. In addition, the Parties have expressly confirmed the jurisdiction of the CAS by signing the Order of Procedure. It follows from all the above that CAS has jurisdiction to decide on the present dispute.

VII. ADMISSIBILITY

60. Article R49 of the CAS Code provides as follows:

> *"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document"*.

61. Article 50.1 of the FIFA Statutes (see *supra*) provides a time limit of 21 days after notification to lodge an appeal against a decision adopted by one of FIFA's legal bodies.

62. In the present matter, it is uncontested that the Appealed Decision was notified on 17 September 2025. The Appellant filed his Statement of Appeal on 3 October 2025 and thus respected the twenty-one (21) day deadline set out in the FIFA Statutes. The Statement of Appeal further complied with all the other requirements of Article R48 of the CAS Code.

63. Hence, the Sole Arbitrator considers that the present appeal is admissible.

VIII. APPLICABLE LAW

64. Article R58 of the CAS Code provides as follows:

> *"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"*.

65. Article 49.2 of the FIFA Statutes so provides:

"The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

66. Accordingly, the present disciplinary dispute must be decided in accordance with the applicable FIFA rules and regulations, such as in particular the FADR and the FIFA Disciplinary Code; additionally, the Sole Arbitrator shall apply Swiss law.

IX. PROCEDURAL MATTERS

67. On 12 January 2026, three days before the hearing, the Appellant filed an urgent request for the admission of new evidence, consisting in a segment from the RTS (Radio Télévision Suisse) program "Sport Dimanche", broadcast on the evening of Sunday, 11 January 2026, which featured a telephone conversation between the Appellant and Dr Gomez Menacho. In the recorded exchange, Dr Gomez Menacho made statements that the Appellant characterizes as an admission that he prescribed a prohibited substance. The Appellant's counsel filed the request within approximately 24 hours of the broadcast.

68. FIFA opposed the admission of the Broadcast on several grounds. First, FIFA argued that the Appellant had not demonstrated exceptional circumstances within the meaning of Article R56 of the CAS Code, contending that the evidence was constituted *ex post* and that the Appellant could have attempted to call and record the FBF doctors at an earlier stage of the proceedings, including prior to the filing of the Appeal Brief. FIFA submitted that the recording appeared to have been pre-recorded on an unknown date for the television program, and that the Appellant could have requested a copy from RTS at the time it was recorded. Second, FIFA challenged the probative value of the recording, arguing that neither the video nor the transcript identifies a specific substance or medication, and that the identity of the interlocutor cannot be independently verified from a short audio clip that does not reference names. Third, FIFA noted that the statements attributed to Dr Gomez Menacho cannot be subjected to cross-examination, as he has not been called as a witness. Fourth, FIFA observed that the content of the recording is substantively consistent with statements already contained in the audio recording submitted with the Appeal Brief, in which the same speaker stated that everything he gave the Appellant was declared on the DCF, yet no prohibited substance appears in the medical report of 23 March 2025. Finally, FIFA noted that Dr Gomez Menacho's reference to an "intestinal infection" is inconsistent with the prohibited substance detected, since acetazolamide is not prescribed for intestinal infections.

69. The Appellant maintained that the evidence could not have been submitted earlier because the recording of the telephone call was not in his possession prior to the broadcast, nor had RTS journalists previously provided a copy to the Appellant or his counsel. The Appellant argued that his right to be heard necessarily includes the right to submit newly available evidence that is directly relevant to the assessment of fault. As to the identity of the speaker, the Appellant offered to call the RTS journalists as witnesses to confirm Dr Gomez Menacho's identity. The Appellant further submitted that Dr Gomez Menacho's statements on public television constitute an admission that he prescribed a prohibited substance, and that the probative value of such an admission cannot reasonably

be dismissed, particularly in circumstances where Dr Gomez Menacho has otherwise refused to come forward as a witness and the FBF has maintained a climate of silence throughout the proceedings.

70. Article R56 of CAS Code provides :

"Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer."

71. The Sole Arbitrator acknowledges that the Appellant could, in theory, have attempted to contact and record the FBF doctors at an earlier stage. It is true that the telephone call itself was an act that the Appellant could have initiated at any time. However, the Sole Arbitrator considers the relevant question to be not whether the Appellant could have placed a telephone call to Dr Gomez Menacho earlier, but whether the specific evidence that the Appellant seeks to admit (namely, the broadcast on Swiss national television of a recording of such a call) was available to the Appellant prior to its broadcast on 11 January 2026. On this point, the Sole Arbitrator accepts the Appellant's representation that neither he nor his counsel were in possession of the recording prior to the broadcast, and that the request was filed promptly thereafter, within approximately 24 hours. While the Sole Arbitrator recognizes that the Appellant could arguably have procured a similar conversation at an earlier stage by requesting such a call, the specific Broadcast was produced by RTS journalists in the course of their independent reporting and was not within the Appellant's control.

72. The Sole Arbitrator finds that this constitutes an exceptional circumstance within the meaning of Article R56 of the CAS Code. The evidence is admitted to the file. The Sole Arbitrator notes, however, that the admission of the exhibit is without prejudice to the weight to be accorded to it, which will be assessed in the context of the totality of the evidence. FIFA's objections regarding the probative value of the recording, including the absence of a specific substance identification, the inability to cross-examine Dr Gomez Menacho, and the consistency of the statements with material already on file, are noted and will be taken into account in the Sole Arbitrator's assessment of the merits.

X. MERITS

A. Commission of an Anti-Doping Rule Violation

73. The first issue to be determined is whether the Appellant committed an ADRV in violation of Article 6 FADR.

74. Article 6 FADR provides:

"The presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample shall constitute an Anti-Doping Rule Violation…"

75. The facts are undisputed: the Appellant's urine sample tested positive for acetazolamide, a Specified Substance classified under category S5 (diuretics and masking agents). The WADA-accredited laboratory in Cologne confirmed this finding in the A Sample, and the B Sample analysis confirmed the A Sample results on 14 May 2025.

76. Acetazolamide is clearly listed on the 2025 World Anti-Doping Code Prohibited List as a diuretic and masking agent, prohibited at all times.

77. Under the strict liability principle codified in Article 6 FADR, the mere presence of acetazolamide in the Appellant's urine sample constitutes an ADRV. No showing of intent, knowledge, or negligence is required to establish the violation itself; however, the Appellant's degree of fault may affect the applicable sanction.

78. The Sole Arbitrator finds that the Appellant has committed an ADRV under Article 6 FADR. This finding is not in dispute and is confirmed by the undisputed analytical results from two independent WADA-accredited laboratory analyses.

B. The Appropriate Sanction

79. Having established that an ADRV was committed, the Sole Arbitrator must now determine the appropriate sanction in accordance with Articles 20, 22, and 23 FADR.

80. Article 20.1 and 20.2 FADR provide:

> "*1.*
>
> *Subject to art. 20 par. 4 of these Regulations, the period of Ineligibility shall be four years where:*
>
> *a) the anti-doping rule violation does not involve a Specified Substance, unless the Player or other Person can establish that the anti-doping rule violation was not intentional;*
>
> *b) the anti-doping rule violation involves a Specified Substance and FIFA can establish that the anti-doping rule violation was intentional.*
>
> *2.*
>
> *If art. 20 par. 1 does not apply, the period of Ineligibility shall be two years, subject to art. 20 par. 4 of these Regulations."*

81. Article 22 FADR provides:

> *"If a Player or other Person establishes in an individual case that he bears No Fault or Negligence, the otherwise applicable period of Ineligibility shall be eliminated."*

82. Article 23.1(a) FADR provides:

"Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Player or other Person can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Player's or other Person's degree of Fault."

83. The FIFA DC found that the Appellant did not act intentionally but failed to establish that he bore no significant fault or negligence. Accordingly, the FIFA DC imposed a two-year period of ineligibility, which is the standard sanction for a non-intentional violation involving a Specified Substance.

a. Has the Appellant Established the Source of the Prohibited Substance?

84. A critical threshold question is whether the Appellant has established the source of the Prohibited Substance. Under the FADR and CAS case law applying the WADC, if an athlete can establish a reliable and credible source of the Prohibited Substance, this may support a finding that the athlete bore no significant fault or negligence.

85. The Appellant's evidence of source consists of the following:

- The Appellant's direct testimony and account at the hearing is that he was prescribed, administered and/or ingested medication by Dr Gomez Menacho between 22 and 24 March 2025, while the Appellant was severely ill, and that this treatment included medication for altitude sickness;

- The Appellant submits communications (in the form of WhatsApp messages and phone recordings) involving Dr Gomez Menacho and team manager Carlos Pino in which the doctors acknowledge administering tablets, although they later retract or deny the substance of their statements;

- The Appellant produced a recording of an RTS television broadcast in which Dr Gomez Menacho states that he gave a prohibited substance to the Player. The Appellant argues that this constitutes a contemporaneous, on-camera admission by the team doctor himself;

- The Appellant notes that the timing of the AAF (positive test on 25 March 2025 for a sample taken following the Bolivia-Uruguay match) is consistent with acetazolamide being ingested in the preceding days for altitude sickness purposes.

86. FIFA contests the Appellant's establishment of the source on the following grounds:

- The Appellant cannot produce a medical prescription, invoice, or other documentary evidence that altitude medication was prescribed or administered. The FBF medical report lists only antibiotics, not altitude medication;

- The Appellant cannot name the specific medication or product that contained acetazolamide, rendering impossible any verification of the source;

- FIFA notes potential inconsistencies in the Appellant's account regarding whether he was already ill on 21 March 2025 (when he allegedly received altitude medication) or whether illness began with gastroenteritis developed only on 22 March 2025;

- The WhatsApp messages and phone recordings are unverified and not authenticated by independent forensic experts, and therefore of limited evidentiary value;

- The Broadcast, whilst superficially appearing to be an admission by Dr Gomez Menacho, was submitted late in the proceedings and may be taken out of context. The broadcast itself constitutes hearsay and cannot substitute for direct documentary evidence.

87. The Sole Arbitrator has carefully examined the credibility and weight of the evidence submitted by the Appellant, including his direct testimony at the hearing, the contemporaneous communications with FBF medical staff, the Broadcast, and the overall timeline of events. The Sole Arbitrator has also had regard to the available medical documentation from the FBF, the Appellant's cooperative stance throughout these proceedings, the inferences that may be drawn from the FBF medical staff's apparent reluctance to cooperate or provide documentation, and the evidentiary limitations highlighted by FIFA.

88. At the hearing, the Appellant testified in a manner that the Sole Arbitrator found credible and internally consistent in its essential elements. The Appellant described falling ill shortly after arriving in Bolivia on 22 March 2025, suffering from vomiting, diarrhea, and headaches. He stated that Dr Gomez Menacho and Dr Koziner visited him in his room, prescribed and/or administered medication, and repeatedly assured him that the medication contained no prohibited substances. In his own words, the Appellant stated that every time the doctors gave him medication, they would tell him it was for his well-being and that there was nothing prohibited in it. The Appellant was visibly affected during his testimony and conveyed a genuine sense of shock and betrayal at the positive test result. His account of being bedridden, unable to eat with the rest of the team, and too weak to stand for extended periods was consistent with the medical report on file, which documented his gastroenteritis and the antibiotic injections he received.

89. The Sole Arbitrator acknowledges FIFA's submission that there are certain discrepancies in the Appellant's account, particularly regarding whether the altitude medication was first prescribed on 21 March 2025 (as stated in his supplementary submission to FIFA in the previous instance) or on 22 March 2025 (as he testified at the hearing, when he stated he arrived in Bolivia on that date). The Sole Arbitrator notes these perceived discrepancies but does not understand them as such: the Appellant's testimony at the hearing was not inconsistent with his previous explanation that the team was prescribed and encouraged to take altitude sickness medication on 21 March 2025, but that he did not ingest it until he felt symptoms compatible with altitude sickness in the throes of his bout of gastrointestinal distress on 22 March 2025. This is compatible and explicable in the context of a player who was severely ill, operating across multiple time zones and locations (Peru and then Bolivia), and who was attempting to reconstruct events from memory without the cooperation of the medical staff involved. As the Appellant

submitted, perceived inconsistencies are (at least in part) attributable to the FBF's refusal to communicate and cooperate, rather than to any lack of credibility on the part of the Player.

90. Turning to the contemporaneous communications, the Sole Arbitrator notes the following. The WhatsApp messages with Dr Gomez Menacho show that the Appellant inquired about other potential positive cases at Always Ready, a Bolivian football club where Dr Koziner also worked. The Appellant testified that Dr Gomez Menacho had previously told him there might be positive cases at that club and that Dr Gomez Menacho blamed Dr Koziner for prescribing something to the Appellant. In the recorded telephone conversation of 23 September 2025, the Appellant testified that Dr Gomez Menacho confirmed at minute 1:30 that Dr Koziner had admitted to giving the Appellant prohibited tablets. The Appellant further confirmed that at minute 3:45, Dr Gomez Menacho stated words to the effect that he had always wanted to believe that nobody would want to harm someone in the way the Appellant had been harmed, but that it was clear that Dr Koziner was the one responsible, noting that Dr Koziner had first denied giving the Appellant anything, then admitted it, then denied it again. At minute 4:16, Dr Gomez Menacho admitted to providing another player with altitude sickness medication, and at minute 7:56, Dr Gomez Menacho discussed Punacap, a medication known to contain acetazolamide. The Appellant testified that he was very disappointed because he had the feeling that Dr Gomez Menacho knew exactly which medication contained acetazolamide and was trying to blame someone else.

91. The recorded conversation with team manager Carlos Pino of 1 October 2025 provides further context. At minute 0:57, Mr Pino attributed the Appellant's situation to Dr Gomez Menacho, referring to him as the one who gave the Appellant everything. At minute 1:43, Mr Pino recounted that the FBF President had spoken with the doctors, and that Dr Gomez Menacho and Dr Koziner were blaming each other. The Appellant testified that he was very surprised to learn that the President of the FBF knew about the situation. The Appellant also testified that he tried to reach Dr Koziner directly, but that Dr Koziner never answered or returned his calls.

92. The most significant piece of evidence is the Broadcast recorded in late December 2025 and broadcast in early January 2026. At the hearing, the Appellant confirmed that an RTS journalist contacted him about his situation, and that it was the journalist – not the Appellant – who called Dr Gomez Menacho, introducing himself as a journalist. The Appellant testified that during that call, Dr Gomez Menacho admitted to having administered a prohibited substance to the Appellant, attempting to justify it by saying the Appellant was sick. The Appellant stated that he was relieved that Dr Gomez Menacho finally admitted responsibility. While the Sole Arbitrator is mindful that this evidence was filed late and that the segment was pre-recorded, the circumstances of its production (initiated by an independent journalist who identified himself as such to Dr Gomez Menacho) lend it a degree of reliability. Dr Gomez Menacho was not speaking under duress or manipulation by the Appellant, but rather responding to questions from a media professional in what he would have understood to be a journalistic context.

93. FIFA submitted at the hearing that none of the testimony or evidence presented changed its position, noting that much of what was said consisted of the Appellant confirming his

own written submissions without independent corroboration. FIFA further argued that the audio recordings amount to hearsay, that the persons allegedly recorded could not be cross-examined, and that the content reflects only information the speakers claim to have heard from third parties. The Sole Arbitrator considers FIFA's evidentiary arguments regarding the burden of proof to be valid in important respects. FIFA could not cross-examine the speakers in the various proffered recordings and exchanges, and therefore the conversations and exchanges between the Appellant and Dr Gomez Menacho, between the Appellant and Carlos Pino, and between the RTS journalist and Dr Gomez Menacho are circumstantial in nature. The Sole Arbitrator also notes that the Appellant should have sought to formally call the team doctors and/or other FBF representatives to the hearing as witnesses, if only by requesting the Sole Arbitrator to invite them to appear at the hearing if the Appellant believed they would not cooperate voluntarily. The Appellant's counsel explained at the hearing that multiple attempts were made to contact the FBF medical staff, including the FBF President, throughout the proceedings. Dr Gomez Menacho initially provided a witness statement that denied any interaction with the Appellant – a position that is contradicted by the documentary evidence on file and by Dr Gomez Menacho's own subsequent admissions in recorded conversations. The Appellant's counsel submitted that the doctors kept refusing to appear and that the team felt it would not be useful to compel them to attend. Nevertheless, the Sole Arbitrator has some understanding for the Appellant's position that he believed a formal request to be futile considering the exchanges that had occurred and the FBF's persistent refusal to cooperate.

94. It is for this reason that the Sole Arbitrator posed a direct question to FIFA at the hearing, asking whether the testimony and evidence presented, albeit circumstantial, was of any concern to the governing body with respect to what might have occurred among the FBF medical staff. The Sole Arbitrator considered that FIFA, as the governing body responsible for the fight against doping, should, in light of the fairness and due diligence required in that endeavor, have had some greater interest in understanding exactly what happened regarding the prescription and/or administration of altitude sickness medication potentially containing a prohibited substance. FIFA responded that, with all due respect to the Appellant, it did not believe that anything stated at the hearing provided further clarification, and that there remained a lack of clarity as to the factual background. The Sole Arbitrator takes note of this valid position.

95. Nevertheless and in this regard, the Sole Arbitrator is sensitive to the Appellant's arguments regarding his relative weakness in securing evidence. The Appellant, an individual player, was pitted against the institutional resources of both his own national federation and FIFA. The Sole Arbitrator considers this evidentiary asymmetry through the lens of two well-established principles in CAS jurisprudence: the so-called "narrow corridor" doctrine, and that of *probatio diabolica*.

96. In CAS 2019/A/6313, the CAS panel addressed, at paragraph 72, the principle set forth in CAS 2016/A/4534 that *"when an athlete cannot prove source it leaves the narrowest of corridors through which such athlete must pass to discharge the burden which lies upon him."* The panel went on to hold, at paragraph 75, that this corridor *"must be sufficiently narrow to prevent intentionally doped athletes with a means of evading due sanctions, yet still wide enough to allow unintentionally doped athletes an opportunity to*

exculpate themselves by means of relevant and convincing evidence." Most critically, the panel recognized at paragraph 79 that it is *"effectively impossible in the present case for the Athlete to adduce the sort of 'actual evidence' required by the Disciplinary Tribunal to prove the origin of the substance found in his system."* The 6313 panel concluded that where the impossibility of obtaining direct scientific proof is established, the athlete's complete inability to scientifically prove the source is *"not a bar to his defence and innocence"* (paragraph 83), and that the totality of the evidence – including circumstantial indicators, the athlete's credibility, and common sense – must be assessed as a whole.

97. The Sole Arbitrator also draws on CAS 2021/A/7768, in which the panel, at paragraph 228, endorsed the conclusions expressed in CAS 2011/A/2384 & 2386 regarding the interplay between the burden of proof and the doctrine of *probatio diabolica*. That earlier decision, citing the Swiss Federal Tribunal (inter alia ATF 106 II 29, ATF 119 II 305), established that while difficulties in proving "negative facts" do not result in a formal reversal of the burden of proof, they do impose a "duty of cooperation" on the opposing party to participate in the investigation and clarification of the facts ("état de nécessité en matière de preuve", "Beweisnotstand"). Crucially, the Swiss Federal Tribunal held that in assessing and determining whether or not a specific fact can be established, the court must take into account whether or not the contesting party has fulfilled its obligations of cooperation. In the 7768 panel's formulation, the application of these principles avoids the danger that the athlete would be burdened with a *"probatio diabolica".*

98. These principles, as further developed in CAS 2020/A/6852 at paragraphs 125-128, are directly applicable to the present case. The Appellant faces analogous evidentiary difficulties to those confronted by the athletes in CAS 2019/A/6313 and CAS 2021/A/7768: he cannot produce medical records that were never issued to him; he cannot compel the FBF's medical staff to cooperate or testify; and the very persons who could confirm or deny the prescription of altitude medication have been evasive, contradictory, and ultimately uncooperative. To require the Appellant, in these circumstances, to produce "actual evidence" or formal medical documentation of the source – documentation that was never created or that lies exclusively within the control of uncooperative third parties – would be to impose precisely the *probatio diabolica* that CAS jurisprudence has consistently sought to avoid.

99. Applying the duty of cooperation recognised in the case law, the Sole Arbitrator finds that FIFA, as the governing body responsible for the fight against doping, did not exercise its responsibility to cooperate in the assessment of the evidence in a manner which could reasonably be expected of it. The FBF is a member association of FIFA, and FIFA was in a position to direct enquiries to the FBF and its medical staff in a manner that the Appellant plainly could not. The Sole Arbitrator posed a direct question to FIFA at the hearing as to whether it had any interest in investigating what had occurred among the FBF medical staff. FIFA declined to pursue the matter further. By contrast, the evidence shows that the Appellant and his counsel made multiple documented attempts to obtain cooperation from FBF personnel: they sought to contact members of the FBF medical staff and the FBF president on several occasions; they arranged telephone calls with Dr Gomez Menacho and they solicited a written witness statement from him; these attempts ultimately proved evasive and unhelpful. These efforts were met with progressive disengagement: the Appellant testified credibly that, after initially providing

vague responses, FBF staff went *"completely radio silent"* once the FIFA proceedings began. The FBF's anti-doping specialist, Mr Bastida, was similarly evasive when contacted. Despite these documented efforts by a player of limited means and institutional leverage, the record contains no indication that FIFA (which has direct regulatory authority over the FBF as a member association) ever contacted the FBF to request medical records, interview its doctors, or investigate the circumstances surrounding the prescription of a prohibited substance to a national team player. The asymmetry is striking and weighs in the Appellant's favor. The Sole Arbitrator does not hold this against FIFA as a matter of procedure, but he does take it into account, as CAS 2021/A/7768 instructs, in assessing whether the Appellant has met the applicable standard of proof. This assessment, necessarily, is more lenient toward the Appellant than it would be had FIFA actively cooperated in clarifying the circumstances. The various communications with FBF representatives in evidence sufficiently demonstrate that the FBF medical team was not entirely trustworthy when it came to providing satisfactory explanations as to what occurred.

100. Having considered the totality of the evidence, the Sole Arbitrator finds that the Appellant has narrowly met his burden of proving, on the balance of probabilities, that it is more likely than not that the AAF resulted from ingestion of altitude sickness medication containing acetazolamide. The Sole Arbitrator found the Appellant's testimony at the hearing to be credible. The convergent circumstantial evidence – the Appellant's consistent account of being prescribed altitude medication by FBF medical staff, the WhatsApp communications in which Dr Gomez Menacho discusses altitude medication including Punacap (which contains acetazolamide), the recorded telephone conversations in which Dr Gomez Menacho and Mr Pino attribute the prescription to FBF doctors (while those doctors blame each other), and the RTS broadcast in which Dr Gomez Menacho admits to having administered a prohibited substance – establishes a coherent account that the Appellant was prescribed altitude medication containing acetazolamide by FBF medical staff during the period 21-24 March 2025. Critically, Dr Gomez Menacho identified at least one brand of altitude sickness medication – Punacap – that is known to contain the prohibited substance. While no single piece of evidence is individually dispositive and the evidence is largely circumstantial in nature given the inability to cross-examine the speakers, viewed as a whole it is sufficient to meet the balance of probabilities standard, particularly when account is taken of the Appellant's evidentiary difficulties arising from the FBF's refusal to cooperate and FIFA's decision not to investigate the matter further despite the concerning indications in the evidence.

101. The Sole Arbitrator finds that the Appellant has narrowly established, on the balance of probabilities, the source of the Prohibited Substance. The acetazolamide found in the Appellant's urine sample more likely than not entered his system through altitude sickness medication prescribed by FBF medical staff, principally Dr Gomez Menacho, during the period 21-24 March 2025 in Bolivia. This finding is based on the totality of the circumstantial evidence before the Sole Arbitrator, assessed in light of the Appellant's evidentiary difficulties and the Respondent's ancillary responsibilities that could have clarified the situation.

b. What is the Appellant's degree of fault or negligence?

102. The Appellant submits that he bore no significant fault or negligence because:

- He was prescribed the medication by a team doctor of his national federation, in whom he was entitled to place trust;
- He was severely ill with gastroenteritis and altitude sickness, rendering him unable to verify or question the medications being administered;
- He did not intentionally seek or use a prohibited substance;
- He has a clean doping record spanning over ten years;
- He cooperated fully with FIFA's investigation;
- He took all reasonable precautions available to him in the circumstances, which consisted of relying on the medical judgment of the qualified team doctor.

103. FIFA argues that the Appellant bears significant fault because:

- The Appellant failed to exercise due diligence in verifying the identity and composition of medications being administered to him;
- All athletes, regardless of who prescribes a substance, have a personal duty to be cautious about what is ingested or injected into their bodies;
- The Appellant could have requested documentation, asked clarifying questions, or sought independent verification before accepting medications;
- The prescription by a team doctor does not absolve the athlete of his own responsibility under anti-doping rules;
- The threshold for a finding of no significant fault is high, requiring the athlete to have taken all reasonable precautions;
- The Appellant failed to verify the identity of the medication or to consult independent experts or references (such as the WADA Prohibited List) before ingesting the substance or allowing it to be administered.

104. The Sole Arbitrator has assessed whether the Appellant, in the circumstances of this case, took all reasonable precautions to avoid an ADRV. This assessment requires a careful balancing of the athlete's personal duty of vigilance under anti-doping rules against the specific factual circumstances in which the Appellant found himself.

105. The Sole Arbitrator begins by acknowledging the well-established principle of CAS jurisprudence, cited by FIFA in its submissions and at the hearing, that the prescription of a medication by an athlete's doctor does not excuse the athlete from fully investigating that the medication does not contain prohibited substances. FIFA submitted at the hearing

that this duty includes checking the label of the prescribed product, cross-checking the ingredients, conducting an internet search, and ensuring the product was reliably sourced. FIFA also noted that the Appellant is not an inexperienced player, having competed professionally for twelve years, and that he speaks Spanish, such that no language barrier prevented him from inquiring about the medication.

106. The Sole Arbitrator does not dispute these general principles. The application of these principles must, however, be assessed in the specific factual context of this case, as CAS jurisprudence has consistently confirmed. In CAS 2020/A/6852, the CAS panel held at paragraph 119 that a claim of no significant fault or negligence is, by definition, consistent with the existence of some degree of fault and cannot be excluded simply because the athlete left some *"stones unturned"*. A deviation from the duty of exercising utmost caution does not imply per se that the athlete's negligence was significant. The panel in that case further noted that it is clear that an athlete can always read the label of the product used, make Internet searches to ascertain its ingredients, cross-check the ingredients against the Prohibited List, or consult appropriate experts – but that an athlete cannot reasonably be expected to follow all such steps in every circumstance, as to hold otherwise would render the "No Significant Fault or Negligence" provision meaningless.

107. In the present case, the evidence demonstrates that the Appellant was severely incapacitated during the relevant period. He testified credibly at the hearing that he fell ill rapidly after arriving in Bolivia, suffering from vomiting, diarrhea, and headaches. He was bedridden, unable to eat with the rest of the team, and could not stand for extended periods of 45 minutes to an hour. The medical staff brought meals to his room, and either Dr Koziner or Dr Gomez Menacho would come periodically to check on him. The Appellant's illness was sufficiently serious to require antibiotic injections, as confirmed by the FBF medical report, a fact that is not disputed. The Appellant was also at an altitude of 3,650 to 4,100 meters above sea level, far above his accustomed elevation in Geneva, Switzerland, which compounded his physical distress. Despite his illness, the Appellant was surprised to find himself named on the substitute list for the match on 25 March 2025, a fact which underscores the degree to which the coaching and medical staff, rather than the Appellant himself, controlled his participation.

108. The Appellant testified that each time he received medication from the doctors, they told him it was for his well-being and that there was nothing prohibited in it. The Appellant stated that he fully and completely trusted the medical staff, adding that he was only a football player and that the doctors were specialists. He also acknowledged, both at the hearing and through his counsel in rebuttal, that he regretted not having taken additional precautions and that he should have checked better. His counsel submitted that the Appellant has never claimed to have committed no fault at all, but maintains that the fault was not significant.

109. The Sole Arbitrator further notes, however, that there is a certain amount of responsibility that the Appellant must bear and which cannot be delegated to team doctors, regardless of the circumstances. Critically, even if the Appellant was unable to identify the specific name of the altitude sickness medication he claims to have ingested, he appears to have fully delegated his declaration on the DCF, which contained no mention whatsoever of any altitude sickness medication. The DCF declared only the antibiotics and other

medications that were administered for his gastroenteritis. If the Appellant was well enough to provide a urine sample at the doping control on 25 March 2025, the Sole Arbitrator is of the view that he was likely well enough to review the DCF before approving it. Such a review should have at least prompted a question to Dr Gomez Menacho at that time regarding the name of the altitude sickness medication and the fact that it should be disclosed on the form. The failure to do so represents a concrete and identifiable omission that goes beyond mere reliance on a team doctor's assurances and reflects a delegation of a core anti-doping responsibility that the athlete is not entitled to devolve.

110. The Appellant has a clean doping record spanning over ten years of professional competition. He testified to having been tested for doping on more than ten occasions throughout his career in Switzerland and with the Bolivian national team, including at the Copa America, without incident. There is no suggestion that the Appellant intentionally sought to use a prohibited substance or that he had any knowledge of acetazolamide prior to receiving the AAF notification. Acetazolamide is a Specified Substance – a category which, under the FADR, acknowledges that the substance is more likely to have been used for a purpose other than performance enhancement. His familiarity with doping control procedures, however, also means that he was well aware of the obligation to declare all medications on the DCF and of his personal responsibility for whatever entered his body.

111. In order to determine the appropriate characterization of the Appellant's fault, the Sole Arbitrator has had regard to the framework set out in *Cilic* (CAS 2013/A/3327 & 3335) and subsequently adapted in *Errani* (CAS 2017/A/5301 & 5302), as applied and further refined by the panel CAS 2020/A/6852. The Cilic framework originally distinguished between three degrees of fault – "significant," "normal," and "light" – with corresponding ranges of ineligibility. As the 6852 panel explained at paragraphs 122-123, this framework was adapted following the 2015 revision of the WADC, such that the available 24-month range now covers only two categories of fault: (i) a "normal" degree of fault, corresponding to a period of ineligibility of over 12 months and up to 24 months, with a standard normal degree leading to an 18-month period; and (ii) a "light" degree of fault, corresponding to 0–12 months, with a standard light degree leading to a 6-month period. As further noted in CAS 2020/A/6852 at paragraph 124, following *Cilic* and *Errani*, it is helpful to consider both the "objective" and "subjective" levels of fault. The objective level points to what standard of care could have been expected from a reasonable person in the athlete's situation, while the subjective level consists in what could have been expected from that particular athlete in light of his particular capacities.

112. In CAS 2020/A/6852, the panel adopted a structured approach to the fault assessment, identifying at paragraphs 125-126 specific elements in favor of and against the player. In favor of the player, the panel noted inter alia that the prohibited substance was not expressly listed in the Prohibited List, that the player used the supplement upon the suggestion of a doctor, and that the player used the supplement within the limits of the doctor's indications. Against the player, the panel noted that the use of the supplement was not indicated by the athlete in the DCF, that the player blindly followed the doctor's advice without making any independent verification, and that the player did not verify the origin of the product beyond the doctor's indications. The panel concluded at

paragraph 126 that the player's case was that of an athlete who freely put himself in the hands of the team's doctor, and that this circumstance, while somehow mitigating, did not allow a consideration of his fault as "light" – as it was a clear obligation and personal duty of the player to ensure that no prohibited substance entered his body, and the administration of a substance by a doctor does not detract from this obligation. The panel ultimately found at paragraph 127 that the athlete's degree of fault was "normal" and imposed a sanction of 15 months.

113. Applying the same structured approach to the present case, the Sole Arbitrator notes the following elements in favor of and against the Appellant:

In favor of the Appellant:

- the Appellant used the altitude sickness medication on the suggestion of the official team doctor of his national federation, Dr Gomez Menacho;
- the Appellant was significantly impaired by gastroenteritis and altitude sickness, suffering from vomiting, diarrhea (as confirmed by the FBF medical report), headaches, and an inability to eat or stand for extended periods;
- the Appellant was suffering from symptoms compatible with altitude sickness, for which the prescription of altitude medication would have been a clinically reasonable response; and
- the Appellant received oral assurances from the medical staff that the medication contained no prohibited substances.

Against the Appellant:

- the use of the altitude sickness medication was not declared in the DCF, which listed only antibiotics and other medications for gastroenteritis;
- the Appellant relied blindly on the team doctor not only for his treatment but also for the declarations made on the DCF, thereby fully delegating a core personal anti-doping responsibility;
- the Appellant is familiar with his doping control obligations as a professional footballer playing at a high level for twelve years and having been tested on multiple occasions in the past; and
- if the Appellant was well enough to provide a urine sample at doping control, he was likely well enough to review the DCF before signing it, which should have at least prompted a question to Dr Gomez Menacho regarding the name of the altitude medication and the fact that it should be disclosed.

114. Having weighed these factors, and following the approach in CAS 2020/A/6852, the Sole Arbitrator finds that the Appellant's case is, in its essential character, that of an athlete who put himself in the hands of his national team's doctor. While the Appellant's illness and altitude sickness are genuine mitigating factors that distinguish this case from

CAS 2020/A/6852 (where the player was not subject to any personal impairment), the Sole Arbitrator considers that these mitigating factors are substantially offset by the Appellant's complete delegation of his DCF declaration. The DCF is one of the fundamental safeguards in the anti-doping system, and the Appellant's failure to review it before signing (or at minimum to use that moment to inquire about the name of the altitude medication and whether it should be declared) represents a clear and personal obligation that was not met, as observed in CAS 2020/A/6852 at paragraph 126. It was a clear obligation and a personal duty of the Appellant under Article 7.1 FADR to ensure that no prohibited substance entered his body; the administration of a substance by a doctor or physician does not detract from this obligation.

115. For these reasons, the Sole Arbitrator considers that the Appellant's level of fault cannot be deemed less than a "normal" level according to the *Cilic/Errani* scale as adapted in CAS 2020/A/6852, with a corresponding period of ineligibility of at least 12 months. Considering the subjective elements – the Appellant's genuine illness and altitude sickness, which constitute real mitigating factors – the Sole Arbitrator finds that the Appellant's case falls in the middle of the lower half of the "normal" range, warranting a period of ineligibility of 15 months.

116. The Sole Arbitrator finds that the Appellant bears no significant fault or negligence within the meaning of Article 23 FADR, but that his degree of fault is "normal" according to the *Cilic/Errani* scale as adapted in CAS 2020/A/6852. The Appellant's complete delegation of his DCF declaration, his blind reliance on the team doctor for both treatment and anti-doping compliance, and his familiarity with doping control obligations preclude a finding of "light" fault, notwithstanding the genuine mitigating circumstances of his illness and altitude sickness. A period of ineligibility of 15 months is appropriate.

117. Finally, the Sole Arbitrator considers that the Appellant's arguments regarding the possible career-ending effect of the sanction in view of his age (30 years old), economic and psychological harm resulting from a suspension and potential violations of his personality rights under Article 28 SCC do not warrant a further reduction of the period of ineligibility. In fact, such factors are explicitly excluded from consideration by the FIFA ADR: *"the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in his career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under art. 23 par. 1 or 2 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence)"*. As regards a potential violation of Article 28 SCC, CAS panels have consistently held that while a suspension does engage a player's personality rights under Article 28 SCC, it is not unlawful because the anti-doping sanction is justified by consent and an overriding public interest (CAS 2017/A/4987).

c. Commencement of the ineligibility period

118. Under Article 29 FADR, the period of ineligibility may commence on the date the athlete receives notice of the ADRV or on the date of the competition in which the violation occurred, whichever is later. Credit is given for any Provisional Suspension period the athlete has already served.

119. In this case:

- The Player's urine sample was collected on 25 March 2025;
- The AAF was reported on 10 April 2025;
- The Notice Letter was issued on 15 April 2025;
- The Player entered into Provisional Suspension on 14 May 2025;
- The FIFA DC decision was rendered on 7 August 2025, with grounds notified on 17 September 2025.

120. The FIFA DC granted credit for the Provisional Suspension period from 14 May 2025 onward. Depending on the sanction imposed by the Sole Arbitrator, the commencement date and duration of the ineligibility period may need to be adjusted accordingly.

C. Conclusion

121. In light of the foregoing, the Sole Arbitrator concludes as follows:

- The Appellant has established, on the balance of probabilities, the source of the Prohibited Substance. The acetazolamide entered his system through altitude medication prescribed and administered by FBF medical staff during the period 21–24 March 2025. This finding is supported by the convergent evidence of the Appellant's credible testimony, WhatsApp communications, recorded telephone conversations with Dr Gomez Menacho and Mr Pino, and the RTS television broadcast in which Dr Gomez Menacho admitted on camera to prescribing a prohibited substance to the Appellant.

- The Appellant bears no significant fault or negligence within the meaning of Article 23 FADR. However, his degree of fault is "normal" on the *Cilic/Errani* scale as adapted in CAS 2020/A/6852. While the Appellant's genuine illness and altitude sickness constitute real mitigating factors, his complete delegation of the DCF declaration to the team doctor, his failure to review the DCF before signing it, and his familiarity with anti-doping obligations as a professional athlete of twelve years' experience preclude a finding of "light" fault. The Sole Arbitrator considers that the Appellant's case falls in the middle of the lower half of the "normal" range.

- Having found that the Appellant bears no significant fault or negligence with a "normal" degree of fault, the applicable range of ineligibility under Article 23.1 FADR for a Specified Substance is a minimum of a reprimand with no ineligibility up to a maximum of two years' ineligibility. The "normal" fault category corresponds to a range of 12 to 24 months, with a standard sanction of 18 months. The Sole Arbitrator considers that a period of ineligibility of 15 months is proportionate and appropriate. This takes into account, as mitigating subjective elements, the Appellant's genuine illness with gastroenteritis and altitude sickness, and as aggravating objective elements, the Appellant's complete delegation of his DCF declaration, his failure to review the form before approval, and his twelve years' experience as a professional athlete subject to anti-doping obligations. The Sole Arbitrator, exercising his discretion, considers 15 months to be the appropriate sanction in the circumstances.

- The period of ineligibility shall be credited with the Provisional Suspension period already served by the Appellant since 14 May 2025.

122. Based on these findings, the Sole Arbitrator concludes that the Appealed Decision shall be partially set aside. The finding that the Appellant committed an ADRV is confirmed. However, the two-year period of ineligibility imposed by the FIFA Disciplinary Committee is reduced to 15 months, with credit for the Provisional Suspension served since 14 May 2025.

XI. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 15 October 2025 by Mr. Boris Cespedes against the decision rendered by the FIFA Disciplinary Committee on 7 August 2025 (notified with grounds on 17 September 2025) is partially upheld.

2. The decision rendered by the FIFA Disciplinary Committee on 7 August 2025 is amended as follows:

   "2. Mr Cespedes is suspended from any football-related activity for a period of fifteen (15) months effective on the issuance of this decision, with a deduction for the provisional suspension served thus far."

3. (…).

4. (…).

5. All further and other requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 8 June 2026

THE COURT OF ARBITRATION FOR SPORT

Alexander McLin
Sole Arbitrator