CAS 2026/A/12133 Jakub Januchowski v. Polish Anti-Doping Agency (POLADA)

CONSENT ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Jacques Radoux, Legal Secretary at the Court of Justice of the European Union, Luxembourg

in the arbitration between

Jakub Januchowski, Grodzisk Mazowiecki, Poland

Represented by Mr Łukasz Klimczyk, Attorney-at-Law, SLK PARTNERS, Wrocław, Poland

Appellant

and

Polish Anti-Doping Agency (POLADA), Warsaw, Poland
Represented by PhD Michał Rynkowski, Director, and Mr. Łukasz Krych, Attorney-at-Law, Warsaw, Poland

Respondent

I. PARTIES

1. Mr. Jakub Januchowski (the "Athlete" or the "Appellant"), born on 24 July 2007 in Poland, is a tennis player. At the time of the relevant events, he was a junior player and International-level athlete.

2. The Polish Anti-Doping Agency (the "POLADA" or the "Respondent") is the national anti-doping organisation for Poland and is recognized as such by the World Anti-Doping Agency (the "WADA"). POLADA has its registered seat in Warsaw, Poland. It possesses the primary authority and responsibility for anti-doping controls and the implementation of the World Anti-Doping Code (the "WADC") in Poland. It does this on basis of the Polish Anti-Doping Rules. The version of the Polish Anti-Doping Rules applicable to the present matter is the 2021 version adopted in September 2020 (the "POLADA ADR").

3. Together, the Appellant and the Respondent are referred to as the "Parties".

II. FACTUAL BACKGROUND AND FIRST INSTANCE PROCEEDINGS

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

4. On 7 July 2024, the Athlete was subjected to an in-competition doping control, during a tournament held in Gdańsk, Poland.

5. The analysis of the Athlete's urine sample (the "Athlete's Sample") by the WADA-accredited laboratory in Warsaw (the "Laboratory"), revealed the presence of modafinil acid, a metabolite of modafinil (the "Prohibited Substance"). The Prohibited Substance is a Non-Specified Stimulant included in section S.6.A of the 2024 WADA List of Prohibited Substances and Methods.

6. On 26 July 2024, the POLADA notified the Athlete of the fact that his A-Sample had revealed an Adverse Analytical Finding ("AAF") and provisionally suspended the Athlete.

7. The Athlete exercised his right to have his B-Sample analysed and the analysis of the B-Sample confirmed the presence of the Prohibited Substance in his system.

8. On 13 August 2024, the POLADA notified the Athlete that he was charged with an Anti-Doping Rule Violation ("ADRV") to Article 2.1 and Article 2.2 of the POLADA ADR in connection with the AAF.

9. On 26 August 2024, the Athlete submitted a letter to the Disciplinary Panel of First Instance in which he did not accept the imposition of a four-year period of ineligibility and requested that a hearing be held.

10. On 2 September 2024, the Laboratory provided written information according to which A-Sample and B-Sample contained modafinil acid, in the estimated concentration of respectively 94.8 ng/ml and 93.62 ng/ml.

11. On 5 September 2024 , the Athlete submitted a preparatory letter in which he requested, amongst others: 1) that evidence be admitted and examined, in the form of analysis of his hair, conducted by Prof. Pascal Kintz from the Institute of Forensic Medicine in Strasbourg, in order to determine whether the content of the prohibited substance could be a result of contamination or taking a higher dose of the supplements, either consciously or unconsciously, and if so, whether it was possible to determine the date of the contamination or the date on which a higher dose of the supplement was taken, either consciously or unconsciously; 2) that evidence be admitted and examined, in the form of an expert opinion of Andrzej Pokrywka, Ph.D. in pharmacy, POLADA Scientific Officer, in order to determine: a) whether the reported concentration of modafinil acid in samples A and B suggested intentional use of the prohibited substance in-competition, and b) whether, as regards the substance detected in samples A and B, its dose that could cause an improvement of one's sporting performance was known. Furthermore, the Athlete requested that, once the results of the above-mentioned hair analysis are known, additional evidence be admitted and examined in the form of an opinion of expert Andrzej Pokrywka, Ph.D., POLADA Scientific Officer, in order to determine a) whether, based on the results of the hair analysis and the concentrations of the prohibited substance it is possible to conclude whether there has been contamination or whether a higher dose of the supplement has been taken, either consciously or unconsciously, b) if so, whether it is possible to determine the date of the contamination or the date on which the higher dose was taken.

12. On 18 September 2024, a first hearing took place before the Disciplinary Panel of First Instance.

13. In the following, a certain number of investigations and evidentiary measures were taken and on 6 May 2025 and 19 August 2025, further hearings took place before the Disciplinary Panel of First Instance.

14. On 1 September 2025, the Disciplinary Panel of First Instance rendered the operative part of its decision (the "Appealed Decision") which reads as follows:

> "*I. Jakub Januchowski is considered guilty of the aforementioned violation of [POLADA ADR];*
>
> *II. On the basis of Article 10.2.1.1 of [POLADA ADR], a disciplinary sanction of 4 (four) years of ineligibility is imposed on Jakub Januchowski;*

III: On the basis of Article 9 of [POLADA ADR], the individual results achieved by Jakub Januchowski in the competitions in which the anti-doping rule violation took place are disqualified, which includes the forfeiture of all medals, points and prizes won by him in those competitions;

IV. On the basis of Article 10.10 of [POLADA ADR], the individual results achieved by Jakub Januchowski in the competitions held between the sample collection date and the starting date of his provisional suspension are disqualified, which includes the forfeiture of all medals, points and prizes won by him in those competitions;

V. On the basis of Article 10.13.2.1 of [POLADA ADR], the period of the provisional suspension of Jakub Januchowski is credited against the period of the ineligibility sanction referred to in point II, and the sanction starting date is set on 26 July 2024;

VI. On the basis of Article 10.15 and Article 14.3 of [POLADA ADR], the present decision will be made public."

15. On 31 December 2025, the Disciplinary Panel of First Instance notified the reasoning of the Appealed Decision to the Athlete.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

16. On 19 January 2026, the Athlete filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS"), in Lausanne, Switzerland, in accordance with Article 13.2 of the POLADA ADR and Article R47 et seq. of the Code of Sports-related Arbitration (the "CAS Code") (2025 edition) against the POLADA with respect to the Appealed Decision. In his Statement of Appeal, the Appellant requested that the present matter be submitted to a sole arbitrator. He further requested the suspension of the time limit to file his Appeal Brief.

17. On 22 January 2026, the CAS Court Office initiated the present appeals arbitration procedure and, *inter alia*, invited the Respondent to comment on the Appellant's request for suspension of the time-limit to file the Appeal Brief and to state whether it agreed that the case be submitted to a sole arbitrator.

18. On 29 January 2026, the CAS Court Office informed the Parties that the Appellant's time-limit to for filing the Appeal Brief was suspended and that the President of the CAS Appeals Arbitration Division would decide of the composition of the arbitration panel.

19. On 3 March 2026, the Appellant filed an urgent request for a stay of the execution of the Appealed Decision. This request was based on information received by the POLADA from the WADA stating that the analytical method applied by the Laboratory

did not provide sufficient evidence for the presence of Modafinil acid and, consequently, for qualifying the result as an AAF.

20. On the same day, the POLADA filed a motion requesting (i) to be granted permission for the "*re-testing (repeated analysis) of [the Athlete's Sample] in another laboratory accredited by the [WADA], selected by PO*LADA*" in order to determine whether it contains the Prohibited Substance (ii) to gran*t the Athlete provisional relief and lift the sanction of ineligibility and (iii) its motion be considered before the Athlete submits his Appeal Brief.

21. On 4 March 2026, the POLADA filed its position on the Athlete's urgent request stating that it supported the Athlete's request to be granted provisional relief from the sanctions imposed in the Appealed Decision and reiterating its request to be granted permission for re-testing of the Athlete's Sample in another WADA accredited laboratory.

22. On 6 March 2026, the CAS Court Office informed the Parties that, pursuant to Article R50 of the CAS Code, and in light of the circumstances of this proceeding, the President of the CAS Appeals Arbitration Division had decided to submit the present case to a sole arbitrator. Further, as regards the Respondent's requests (i) to be granted permission for retesting and (ii) that its motion be considered before the Athlete submits his Appeal Brief, the CAS Court Office invited the Appellant to express his position on these requests within ten (10) days from receipt of this letter by email.

23. On the same day, the President of the CAS Appeals Arbitration Division issued an Order on Request for a Stay of Execution ruling that:

> "*1. The execution of the disciplinary sanction of 4 (four) years of ineligibility imposed on Jakub Januchowski under cipher II of the decision rendered by the POLADA Disciplinary Panel of the First Instance on 1 September 2025 is provisionally lifted with immediate effect.*
>
> *2. The costs of the present Order shall be determined in the final award or any other final disposition of this arbitration.*"

24. On 16 March 2026, the Appellant filed his answer to the Respondent's motion and requested that the CAS (i) dismiss the Respondent's request to conduct Further Analysis of the Athlete's Sample be dismissed; (ii) confirm that the alleged AAF must be assessed solely based on the original analytical result issued by the Laboratory and (iii) confirm that, confirm that, in view of WADA's determination of insufficient evidence and the Analytical Testing Restriction ("ATR") imposed on the Laboratory, the original analytical result cannot serve as the basis for an ADRV under Article 2.1 of the POLADA ADR.

25. On 25 March 2026, the CAS Court Office informed the Parties that the Sole Arbitrator appointed to resolve the present case was Mr. Jacques Radoux, Référendaire, Court of Justice of the European Union, Luxembourg.

26. On 14 April 2026, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a Case Management Conference ("CMC") with the Parties in order to discuss (i) the Respondent's request for further analysis, (ii) the possible filing of an amicus curiae brief from the WADA pursuant to Article R41.6 of the CAS Code; and (iii) the management of the case.

27. On 20 April 2026, the Respondent informed the CAS that in a case similar to the one at hand, in which an athlete had also been tested positive for modafinil acid by the Laboratory, the hearing panel had granted permission to re-test of the athlete's sample by another WADA accredited laboratory and that such re-test had provided a negative result. The parties involved in that case were still expecting a decision from the hearing panel as to the outcome of that matter.

28. On 23 April 2026, a CMC was held by the Sole Arbitrator in presence of Mr. Łukasz Klimczyk (for the Appellant), Mr. Łukasz Krych (for the Respondent) and Ms. Pauline Pellaux, counsel to the CAS.

29. On 24 April 2026, the CAS Court Office, on behalf of the Sole Arbitrator, amongst others, invited the WADA to file an amicus curiae brief in accordance with Article R41.4 of the CAS Code.

30. On 11 May 2026, the WADA filed its amicus curiae brief.

31. On 12 May 2026, the CAS Court Office acknowledged receipt of the amicus curiae brief and invited the Parties to submit their observations on this brief within one week.

32. On 14 and 19 May 2026, the Respondent and the Appellant respectively filed their observations on the amicus curiae brief.

33. On 25 June 2026, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Sole Arbitrator had decided to dismiss the Respondent's request for the "*re-testing (repeated analysis) of [the Athlete's Sample] in another laboratory accredited by the [WADA], selected by POLADA*" (the "CAS Decision"). The Parties were further informed that the Appellant's time-limit for filing his Appeal Brief resumed.

34. On 29 June 2026, the Respondent requested (i) to be granted time to engage in settlement negotiation with the Appellant and (ii) that the time-limit for the filing of the Appeal Brief be suspended.

35. On 30 June 2026, the Appellant informed the CAS Court Office that he agreed to the Respondents' requests and requested, amongst others, that the Parties be granted until 20 July 2026 to inform the Sole Arbitrator whether they had reached a settlement.

36. On 2 July 2026, the Respondent agreed to the Appellant's request.

37. On the same day, the CAS Court Office informed the Parties that the deadline for filing the Appeal Brief was suspended until 20 July 2026 and requested the Parties to inform

the CAS Court Office by the same deadline whether a settlement agreement had been reached, knowing that in case no such agreement was reached by that date, the Appellant would be granted a time limit until 31 July 2026 to file his Appeal Brief.

38. On 20 July 2026, the Parties informed the CAS Court Office that they had reached an Amicable Settlement Agreement and requested the CAS to issue a consent award embodying the text of the Amicable Settlement Agreement. The Parties further requested the Sole Arbitrator to grant the Appellant a time limit to file submissions setting out and substantiating the costs and legal fees he claimed.

39. On 22 July 2026, the CAS Court Office acknowledged receipt of the Parties Amicable Settlement Agreement and, on behalf of the Sole Arbitrator, invited the Appellant to submit his submissions setting out and substantiating the costs and legal fees claimed by 29 July 2026.

40. On 28 July 2026, the Respondent filed a motion requesting the proportionate reduction of the CAS arbitration costs.

41. On 29 July 2026, the Appellant filed his submissions on costs.

IV. JURISDICTION

42. Article R47 para. 1 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*".

43. In the present matter, the jurisdiction of the CAS, which is not contested by the Parties, derives from Article 13.2 of the POLADA ADR, entitled "*Appeals from Decisions Regarding Anti-Doping Rule Violations, Consequences, Provisional Suspensions, Implementation of Decisions and Authority*", provides as follows in its relevant parts:

"*A decision that an anti-Doping rule violation was committed, a decision imposing Consequences or not imposing Consequences for an Anti-Doping rule violation,* [...] *a decision to impose, or lift, a Provisional Suspension as a result of a Provisional Hearing;* [...] *may be appealed exclusively as provided in this Article 13.2.*"

44. Pursuant to article 13.2.1 of the POLADA ADR:

"*In cases arising from participation in an International Event or in cases involving International-Level Athletes, the decision may be appealed exclusively to CAS.*"

45. In the present matter, it is uncontested that the Appellant is an International-Level Athlete within the meaning of the POLADA ADR.

46. The Amicable Settlement Agreement further expressly provides that "[t]*he Parties request that the CAS issue an award incorporating the terms of this Settlement (pursuant to Article R42 of CAS Code)*".

47. As a result, the Sole Arbitrator finds that the CAS has jurisdiction to issue the present Consent Award.

V. THE AMICABLE SETTLEMENT AGREEMENT

48. The Amicable Settlement Agreement entered into and signed by the Parties on 20 July 2026 states as follows:

"*AMICABLE SETTLEMENT AGREEMENT*

(Article R42 and R56 of the [CAS Code])

Entered into by and between:

***Polska Agencja Antydopingowa** (POLADA)*
represented by
Michał Rynkowski
Director

and

***Jakub Januchowski** (Athlete)*
represented by
Łukasz Klimczyk

This amicable settlement is made and entered into by and between Polska Agencja Antydopingowa ("POLADA"), and Jakub Januchowski (the "Athlete") (collectively referred to as the "Parties"), pursuant to Article R42 and R56 of the Code of Sports-related Arbitration ("CAS Code") of Court of Arbitration for Sport in Lausanne ("CAS"), as a way of resolving the Article 2.1 and 2.2 anti-doping rule violation ("ADRV") brought forth against the Athlete (CAS case file reference number CAS 2026/A/12133).

Whereas:

1. the Athlete underwent doping control on 7 July 2024 (sample no. 1231516);
2. the Polish Anti-Doping Laboratory in Warsaw ("PLAD") reported the Athlete's A-sample as Adverse Analytical Finding ("AAF") due to presence of a prohibited substance - modafinil metabolite modafinil acid in the Athlete's sample;
3. the Athlete was notified of the AAF on 26 July 2024 and provisionally suspended on 26 July 2024;
4. the Athlete's B-sample was analyzed, as the Athlete used his right to analyze B-sample;

5. PLAD reported the Athlete's B-sample as AAF due to presence of modafinil metabolite modafinil acid;
6. POLADA charged the Athlete with a 2.1 and 2.2 ADRV on 13 August 2024;
7. on 1 September 2025 the Disciplinary Panel of First Instance, in the case with reference number 10/2024, decided that the Athlete is considered guilty of the aforementioned violation of POLADA Anti-Doping Rules 2021 ("POLADA ADR") and sanctioned the Athlete with 4 years of ineligibility ("Panel Decision");
8. on 19 January 2026 the Athlete appealed the Panel Decision to CAS (the reference number for the case is CAS 2026/A/12133);
9. on 27 February 2026 POLADA received a message from the World Anti-Doping Agency ("WADA"), regarding the analytical results of Athlete's urine samples numbered 1231516, informing that the analytical procedure applied by the PLAD and its related results, did not constitute a sufficiently reliable basis to establish the presence of modafinil acid and to report the finding as an AAF („Information");
10. on 3 March 2026 POLADA informed CAS about Information from WADA, requested CAS: to be granted permission for re-testing (repeated analysis) of Athlete's A and B samples in another anti-doping laboratory accredited by WADA and to lift the imposed sanction of ineligibility;
11. on 6 March 2026 CAS provisionally lifted, with immediate effect, the execution of disciplinary sanction of four (4) years of ineligibility imposed on Athlete under cipher II of the Panel Decision;
12. on 25 June 2026 CAS decided to dismiss POLADA's request of 3 March 2026 for the re-testing (repeated analysis) of Athlete's samples („CAS Decision");
13. on 29 June 2026 POLADA requested CAS to allow the Parties to engage in settlement negotiations;
14. on 1 July 2026 CAS granted the Parties time to engage in the settlement negotiations and set the time limit till 20 July 2026. Therefore, in consideration of the mutual agreements and promises stated herein, it is agreed to by the Parties as follows:

1. The Parties acknowledge and agree that the analytical procedure applied by the [Laboratory] and its related results did not constitute a sufficiently reliable basis to establish the presence of modafinil acid in Athlete's samples and to report the finding as an AAF (as stated in the Information obtained from WADA).

2. The Parties acknowledge and agree that due to CAS Decision it is impossible to repeat samples analysis for modafinil acid and confirm its potential presence or absence in the samples, and therefore the Parties base their settlement findings on the Information obtained from WADA.

3. In light of the above the Parties acknowledge and confirm that the Athlete has not committed an ADRV under Article 2.1 and 2.2 of the POLADA ADR consisting of the presence of the modafinil acid in the Athlete's samples.

4. Accordingly, the Parties agree that by virtue of the Consent Award issued by CAS pursuant to Article R42 of CAS Code the first instance Panel Decision shall be set aside (annulled) and it shall be confirmed that the Athlete has not committed ADRV under

Article 2.1 and 2.2 of the POLADA ADR consisting of the presence of the modafinil acid in the Athlete's samples.

5. The Parties request that the CAS issue an award incorporating the terms of this Settlement (pursuant to Article R42 of CAS Code).

6. Subject to point 7 below, the Parties agree that POLADA shall bear:

a. CAS arbitration costs (including costs of order on request for a stay of execution of the Panel Decision) referred to in Article R64.4 of the CAS Code;

b. the Athlete's legal fees and costs incurred solely in connection with the proceedings upon CAS. The Parties agree on POLADA's obligation to make such reimbursement as a matter of principle, and have not reached agreement solely as to the amount thereof. Accordingly, the final amount shall be determined by the Sole Arbitrator, at the Sole Arbitrator's discretion and pursuant to Article R64.5 of the CAS Code, after the Athlete has been given the opportunity to file written submission on costs and for that purpose the Athlete shall document the borne fees and costs. To that end, the Sole Arbitrator shall invite the Athlete to file submission on costs, provided that such submission shall be confined to the amount of fees and costs to be reimbursed and shall not extend to the existence of POLADA's obligation to reimburse them, which the Parties acknowledge to be agreed and settled by this Settlement. POLADA shall pay the amounts it is to bear under this point within 14 (fourteen) days of the date on which the CAS issues the Consent Award, to the following bank account of the Athlete: […].

7. Despite entering into this Settlement POLADA is entitled to separately request CAS for proportionate reduction of the costs of the arbitration upon CAS (mentioned in point 6a above) due to conclusion of this amicable settlement, which contributed to the procedural efficiency of CAS proceedings. POLADA is also entitled to request that CAS separately communicates to the Parties the final account of all costs and fees (including Athlete's legal fees and costs). For the avoidance of doubt, no request, submission or other communication made by POLADA under this point shall contradict or otherwise be inconsistent with the arrangements agreed in this Settlement, in particular with allocation of and obligation to bear the costs referred to in point 6 above, which remains binding on the Parties irrespective of the outcome of any such request.

8. The Parties agree that once CAS gives its award, POLADA shall publish an information stating that the Athlete has not committed an ADRV and is free of any sanctions because as reflected in the Information received from WADA, the analytical procedure applied by [the Laboratory] and the related results did not constitute a sufficiently reliable basis to establish the presence of modafinil acid in the Athlete's samples and to report an AAF.

9. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Settlement. Accordingly, any decision that would provide any Party with a defense to the enforcement of the terms of this Settlement against such Party based upon the lack of legal counsel, shall have no application and is expressly waived.

10. POLADA enters into this Settlement solely for the purpose of amicably resolving the dispute regarding the ADRV matter and this shall not in any way constitute an admission of any fault or an acceptance of any liability in connection with reporting of AAF by [the Laboratory] (for avoidance of doubt this refers also to any potential claims of the Athlete, including those listed in the claims-preservation provision in this Settlement). This point is without prejudice to the claims-preservation provision of this Settlement and shall not restrict the Athlete's right to rely, in any claim or proceedings referred to therein, on the Information obtained from WADA, the CAS Decision and the award to be issued by CAS.

11. Nothing in this Settlement shall exclude, waive, release or limit any claim of the Athlete arising out of the false AAF reporting of Sample A and/or Sample B, the related disciplinary proceedings, and/or the provisional suspension and/or ineligibility imposed on the Athlete and subsequently set aside. This includes, without limitation, claims for (i) reimbursement of all costs and expenses incurred in connection with the aforementioned events; for the avoidance of doubt, to the extent the CAS awards the Athlete, under point 6(b) above, any costs, only the balance of costs not so awarded remains reserved, and the Athlete shall not recover the same costs twice; (ii) compensation for financial loss, and (iii) compensation for non-material harm (including reputational harm and distress). Any such claims are independent of this Settlement and shall not be deemed disputes 'arising from or related to this Settlement' for the purposes of the governing law and dispute resolution clause. For the avoidance of doubt, entry into and performance of this Settlement shall not be construed as a waiver of, or otherwise prejudice, any such claim, nor affect the running of any applicable limitation period, the Athlete reserves all such claims and rights in full.

12. This Settlement shall be governed by and construed in accordance with Swiss law. Any dispute arising from or related to this Settlement will be submitted exclusively to the [CAS] and resolved definitively in accordance with the [CAS Code]. The language of the arbitration shall be English. For the avoidance of doubt, this clause governs only disputes concerning this Settlement itself and, consistently with the claims-preservation provision of this Settlement, does not extend to any claim of the Athlete referred to therein (especially indicated in point 11 above), which the Athlete may pursue before the competent Polish courts and under the applicable provisions of Polish law

For POLADA:
[electronic signature]
Michał Rynkowski
Director

For Athlete:
[electronic signature]
Łukasz Klimczyk
attorney".

VI. RATIFICATION AND INCORPORATION OF THE AMICABLE SETTLEMENT AGREEMENT BY THE CAS

49. In accordance with Article R56, para. 3, second sentence of the CAS Code "*[a]ny settlement may be embodied in an arbitral award rendered by consent of the parties*".

50. Therefore, the Sole Arbitrator is expressly allowed to issue an Award embodying the terms of the Amicable Settlement Agreement, if all Parties to the dispute agree. The Sole Arbitrator's endorsement of the Amicable Settlement Agreement and incorporation in an Award is designed to facilitate the Parties' enforcement of the settlement contained in the Amicable Settlement Agreement.

51. Under Swiss law, an arbitration tribunal sitting in Switzerland may issue an award embodying the terms of the parties' settlement, if the contesting parties agree to such a termination of their dispute. The Sole Arbitrator's ratification of the Amicable Settlement Agreement and its incorporation into this Consent Award is designed to vest the Amicable Settlement Agreement with a *res judicata* effect and to enable its enforcement.

52. All Parties to the present dispute have agreed to embody the Amicable Settlement Agreement in a Consent Award. However, the Sole Arbitrator must verify the *bona fide* nature of the Amicable Settlement Agreement to ensure that the Parties are not manipulating the consent award mechanism as an instrument of fraud, and that the terms of the Amicable Settlement Agreement are not contrary to public policy principles or mandatory rules of the law applicable to the dispute.

53. The Sole Arbitrator has carefully considered the Amicable Settlement Agreement and its terms as well as the evidence on file and finds no grounds to object to the terms of the Amicable Settlement Agreement and is satisfied that it constitutes a *bona fide* settlement of the dispute brought to its attention.

54. In accordance with the mutual consent of the Parties, the Sole Arbitrator hereby directs the Parties to fully comply with all the terms of the Amicable Settlement Agreement. The Amicable Settlement Agreement and this Consent Award thus terminate the CAS arbitration proceedings of this dispute *CAS 2026/A/12133 Jakub Januchowski v. Polish Anti-Doping Agency.*

55. The above conclusion makes it unnecessary for the Sole Arbitrator to consider the other requests submitted by the Parties.

VII. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The Sole Arbitrator, with the consent of Mr. Jakub Januchowski and the Polish Anti-Doping Agency (POLADA), hereby ratifies the Amicable Settlement Agreement signed by Mr. Jakub Januchowski and by the POLADA on 20 July 2026, and incorporates it into this Consent Award.

2. The decision rendered by the Disciplinary Panel of First Instance on 1 September 2025 is set aside.

3. Each Party is hereby ordered to perform the obligations and duties as per the Amicable Settlement Agreement referred to above.

4. The Polish Anti-Doping Agency (POLADA) shall bear the entirety of the costs of the arbitration.

5. (…).

6. (…).

Dated: 29 October 2026

COURT OF ARBITRATION FOR SPORT

Jacques Radoux
Sole Arbitrator