

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE ANTI-DOPING RULES OF
WORLD ATHLETICS**

Before:

Eduardo Amorim (Sole Arbitrator)

BETWEEN:

WORLD ATHLETICS

Anti-Doping Organisation

– and –

MS PATRICIA ÁLVAREZ PÉREZ

Respondent

DECISION OF THE DISCIPLINARY TRIBUNAL

I. INTRODUCTION

1. World Athletics is the governing body for the sport of athletics worldwide. World Athletics has delegated implementation of its anti-doping rules to the Athletics Integrity Unit (the “AIU”), pursuant to Rule 1.2. of the 2025 World Athletics Anti-doping Rules (“ADR”). The AIU was represented in these proceedings by legal counsel, Mr Tony Jackson, Deputy Head of Case Management, and Mr Joe Wightman, Case Manager.
2. The Respondent, Ms Patricia Álvarez Pérez (“the Athlete”), is a middle/long-distance runner of Spanish nationality who competes in road running competition sanctioned by

World Athletics. The Athlete was represented in these proceedings by legal counsel, Mr Manuel Paredes.

3. Hereafter, WA and the Athlete are referred to collectively as the “**Parties**”.
4. The present matter arises from an In-Competition Doping Control conducted on 29 March 2025 at the 32nd Azkoitia-Azpeitia Diego García Memorial half marathon, a World Athletics Label Road Race, where Ms Patricia Álvarez finished third. On that date, the Athlete provided a urine sample (No. 8325551), the analysis of which by the WADA-accredited laboratory in Barcelona revealed the presence of Furosemide, a prohibited Specified Substance under the 2025 WADA Prohibited List, category S5, thereby constituting an Adverse Analytical Finding. The Athlete has been charged by the AIU with potential violations of Rule 2.1 and Rule 2.2 ADR for the Presence and Use of the prohibited Specified Substance Furosemide.

II. JURISDICTION

5. The applicable rules in this matter are the 2025 ADR, which entered into force on 1 January 2025 and implement the 2021 World Anti-Doping Code.
6. The Athlete participated in Competitions sanctioned and recognised by World Athletics and its Member Federation of Spain, and is therefore subject to the ADR, pursuant to Rule 1.4.2(f)(iii) ADR.
7. World Athletics has established a Disciplinary Tribunal (“Tribunal”) to hear alleged anti-doping rule violations and other breaches of the ADR, in accordance with Rules 1.3 and 8.2 ADR.
8. On 15 April 2025, the AIU issued a Notice of Allegation, inviting the Athlete to provide an explanation with respect to the Testing result.



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9. Having been issued with a Notice of Charge (“NoC”) by the AIU on 14 July 2025, the Athlete, on 12 November 2025, ultimately requested the matter be determined at a hearing. In November 2025, the case was formally referred to the Disciplinary Tribunal pursuant to Rule 8.5.5 ADR.
10. The Parties to these proceedings did not raise objections as to the jurisdiction of this Tribunal to hear and determine the present case. The Tribunal is satisfied that it has jurisdiction to hear and determine this case.

III. FACTUAL BACKGROUND

11. On 29 March 2025, the Athlete participated in the 32 Azkoitia-Azpeitia Diego García Memorial half-marathon, a World Athletics Label Road Race, held in Azpeitia, Spain (the “Competition”).
12. On the same date, the Athlete was selected for In-Competition Doping Control and provided a urine Sample, which was assigned code number 8325551.
13. The Sample was analysed by the WADA-accredited laboratory in Barcelona, Spain.
14. Analysis of the A Sample revealed the presence of Furosemide, a diuretic and masking agent included on the 2025 WADA Prohibited List, under category S5, and classified as a Specified Substance prohibited at all times.
15. Following its review under Article 5 of the International Standard for Results Management (“ISRM”), the AIU determined that Ms Álvarez did not hold a TUE for Furosemide and that there were no apparent departures from the International Standards for Testing and Investigations (“ISTI”) or from the International Standard for Laboratories (“ISL”) that could reasonably explain the Adverse Analytical Finding (“AAF”).



16. The Athlete did not request analysis of the B Sample and, as such, sufficient proof of an Anti-doping Rule Violation (“ADVR”) was established pursuant to Rule 2.1.2(i) ADR.
17. On 15 April 2025, the AIU issued the Athlete with a Notice of Allegation (the “NoA”) and invited her to submit a detailed explanation for the AAF by 22 April 2025.
18. Ms Álvarez submitted her initial explanation on 20 April 2025, stating that she had been experiencing pain and discomfort, linked to chronic tendinopathy, in the extensor muscle of the first toe of her left foot in the week before the Competition on 29 March 2025.
19. She explained that, on the morning of 28 March¹ 2025, she woke up at 05:30am to train and intended to take an Ibuprofen tablet to alleviate her symptoms. She later realised that the tablet taken was not Ibuprofen but “*furosemide Uxa 40mg*,” prescribed to her maternal grandfather and stored in her home alongside other medications. She described this as an ‘early-morning mistake’.
20. On 22 April 2025, the Athlete provided further detail and supporting documents, including photographs of the relevant medicines, prescription records for her maternal grandparents, and census documentation proving that they resided with her. Following further queries from the AIU, she supplied additional information on 23 April 2025.
21. On 3 June 2025, the AIU sought confirmation that the Athlete had taken a single Furosemide tablet at approximately 06:00am on 28 March 2025.
22. On 11 June 2025, Ms Álvarez confirmed that this was, to the best of her recollection, accurate.
23. On 14 July 2025, the AIU issued Ms Álvarez with a NoC, pursuant to Rule 8.5.1 ADR and Article 7.1 ISRM for violations of Rule 2.1 ADR, relating to the presence of a Prohibited

¹ In her submission, the Athlete mentions the evening of the 29 March 2025 competition as 28 “April” 2025. Given the facts and the context of this matter, the Sole Arbitrator considered that the Athlete intended to refer to 28 March 2025 as the evening of the event rather than 28 April 2025.

Substance in the Athlete's Sample, and Rule 2.2 ADR, relating to the Use of a Prohibited Substance, namely Furosemide. On that same date, the Athlete was also informed that she was effectively and immediately provisionally suspended, pursuant to Rule 7.4.2 ADR.

24. The AIU and the Athlete exchanged correspondence over the next weeks, and the Athlete submitted a revised explanation as to why she may have consumed the Furosemide tablet, suggesting that it was in fact packed in her luggage (on the night of 28 March 2025) and then consumed on 29 March 2025 at around 10:00am. The Athlete maintained that consuming the Prohibited Substance was absent of intent and accidental.
25. The AIU invited the Athlete to an interview, which took place on 4 September 2025.
26. On 22 October 2025, the AIU informed the Athlete that, following review of the revised explanation and the further information given in the interview with AIU representatives, the AIU remained satisfied that she had committed ADRVs and that a period of Ineligibility of two (2) years should be imposed in her case.
27. On 12 November 2025, Ms Álvarez wrote to the AIU formally requesting, "*the opportunity to provide further explanations, supporting evidence, and witness statements*". Ms Álvarez further requested, pursuant to Rule 8.4 ADR, the opportunity to be heard - either orally or in writing - before any final determination were to be reached. She reiterated that the ingestion of Furosemide resulted from "*a documented and unintentional medication mix-up, with no intent to enhance performance or to conceal any prohibited substance*", and emphasised that the factual evidence, expert analysis, and consistent witness testimony supported this account. Citing her cooperation from the outset, her previously clean record, and her status as an amateur athlete with no financial motive, she asked that her case be reconsidered under Rule 10.6.1(a) ADR on the basis of No Significant Fault or Negligence.



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28. On 20 November 2025, this Sole Arbitrator was appointed by the Chair of the Disciplinary and Appeals Tribunal, Mr Charles Hollander KC, to determine the matters in the present case. No objections were received to his appointment upon disclosure of his Conflicts of Interests Declaration.

IV. PROCEDURE BEFORE THE DISCIPLINARY TRIBUNAL

29. On 15 December 2025, pursuant to Rule 8.10 ADR, a preliminary meeting was held by video conference. Ms Álvarez, Mr Paredes, Mr Jackson, and Ms Freya Pock (Secretariat to the Disciplinary Tribunal) attended the preliminary meeting.

30. On 16 December 2026, the Sole Arbitrator issued Directions by agreement of the Parties.

31. On 9 January 2026, the AIU filed its brief, inclusive of exhibits, on behalf of WA in accordance with the agreed Directions.

32. On 23 January 2026, the Athlete filed her Answer, in accordance with the agreed Directions.

33. On 30 January 2026, the AIU filed its Reply Brief, along with exhibits, and requested procedural direction with respect to: (i) the filing of documentation requested by the Athlete to be put before the Sole Arbitrator; and (ii) the provision of an English translation of a document contained within the Athlete's Answer.

34. On 2 February 2026, the Sole Arbitrator issued procedural directions to address the issues raised by the AIU.

35. On 9 February 2026, the Athlete filed a response in connection with the translation issue raised by the AIU on 30 January 2026.



36. On 12 February 2026, the AIU submitted the hearing bundle to the Sole Arbitrator, via the Secretariat, and the Athlete.
37. On 13 February 2026, the Athlete's counsel submitted a request to postpone the hearing, previously scheduled to occur on 19 February 2026 due to medical reasons. Neither the AIU nor the Sole Arbitrator objected to the postponement of the hearing. The Parties further agreed to hear the matter on 17 March 2026.
38. On 11 March 2026, the AIU objected to the appointment of the translator offered by the Athlete because of an alleged familial relationship between the translator and the Athlete.
39. On 13 March 2026, the Athlete proposed another translator without any family ties to the Athlete. Despite the AIU's objection to his appointment, alleging lack of suitable qualifications because he was not a registered professional translator with experience of providing simultaneous translation in court proceedings, the Sole Arbitrator confirmed his acceptance of the proposed interpreter.
40. On 17 March 2026, the Sole Arbitrator presided over the remote hearing, via video conference, in which the Parties were able to provide their opening statements. Because of issues with the translation, the Sole Arbitrator decided to adjourn the hearing until a translator with appropriate capabilities was arranged to provide suitable interpretation services.
41. On 27 March 2026, translation services offered by the Athlete were agreed. A new hearing was scheduled for 13 April 2026.
42. On 7 April 2026, the AIU submitted the agreed indicative hearing schedule to the Athlete and to the Sole Arbitrator via the Secretariat.
43. On 13 April 2026, the Sole Arbitrator presided over the hearing, which took place remotely via video conference, and which was resumed from where it ended on 17 March



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2026, during which both Parties took up the opportunity to present their positions and Mr. Jose Blanco Sanchez provided witness testimony in support of the Athlete.

V. POSITION OF THE PARTIES

44. The AIU submitted that the Athlete had committed the asserted ADRVs, which breached Rules 2.1 and 2.2 ADR, and that the standard sanction of two (2) years' Ineligibility under Rule 10.2.2 ADR should apply, as the Athlete failed to establish No Significant Fault or Negligence.
45. The Athlete accepted the AAF and did not dispute either the Testing result or the ingestion of Furosemide, but argued that (i) the ingestion of Furosemide was accidental; (ii) the source of the Prohibited Substance had been identified; (iii) evidence established that her conduct amounted to No Significant Fault or Negligence; and (iv) her primary professional activity lay outside elite sport, therefore the Athlete would be considered a Recreational Athlete rather than an International-Level Athlete. Because of such a potential categorisation of the Athlete as a Recreational one, she would not need to establish how the Prohibited Substance entered her system, and the applicable sanction for an ADV, Pursuant to Rule 10.3.1(iii) ADR, would range from a reprimand to a maximum of two (2) years of ineligibility.
46. Although the evidence and submissions are summarised above, the Sole Arbitrator confirms that all evidence and arguments advanced by the Parties have been fully considered.

VI. LEGAL FRAMEWORK & ANALYSIS

A. Burden and Standard of Proof



47. The AIU brought charges against the Athlete, pursuant to Rule 2.1 ADR and/or Rule 2.2 ADR and is seeking a period of two (2) years of Ineligibility, pursuant to Rule 10.2.2 ADR.
48. Pursuant to Rule 3.1 ADR, the AIU bears the burden of establishing that an ADRV has occurred to “*the comfortable satisfaction*” of the Panel.
49. The Athlete bears the burden, on a balance of probabilities, of establishing facts relied upon to eliminate or reduce the applicable sanction, pursuant to Rules 10.5 and 10.6 ADR.

B. Establishment of the ADRVs

50. Under Rule 2.1.1 ADR, it is each Athlete’s personal duty to ensure that no Prohibited Substance enters their body, and that the principle of strict liability applies.
51. The Athlete did not dispute the presence of Furosemide in her Sample and did not allege any departure from the procedural guidelines for Doping Control pursuant to the International Standards. The Athlete maintained that her Use of Furosemide was unintentional.

C. Identification of the Source

52. For the purposes of any reduction under Rule 10.6 ADR, the Athlete is required to establish the source of the Prohibited Substance.
53. The Sole Arbitrator accepts, on the balance of probabilities, that the Furosemide entered the Athlete’s system through the ingestion of a tablet mistakenly identified as Ibuprofen, originating from medication belonging to a family member, and inadvertently packed into her luggage.
54. The Sole Arbitrator therefore finds that the source of the Prohibited Substance has been established.



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D. Fault, Negligence, and Standard of Care

55. The issue in this case is whether the Athlete has established that she bears No Significant Fault or Negligence for the ADRVs, within the meaning of Rule 10.6.1(a) ADR.
56. Fault is defined as “*any breach of duty or lack of care*” appropriate to a reasonable person viewed in the totality of circumstances and considering the criteria for No Fault or Negligence, as outlined in Rule 10.5 ADR.
57. CAS jurisprudence consistently applies a two-step analysis, assessing: (i) the objective standard of care expected of a reasonable athlete in comparable circumstances; and (ii) the subjective circumstances of the individual athlete (as presented in *Marin Cilic v ITF*, CAS 2013/A/3327 & 3335 and *Sara Errani v ITF*, CAS 2017/A/5301 & 5302).
58. In the present case, the Athlete admitted that she stored her personal medication in a cabinet where other family members kept their own medication.
59. Ms Álvarez also admitted that she packed medication for her upcoming travel to the Competition without verifying the blister packaging.
60. She admittedly ingested medication in a hotel room with poor lighting. She also did not turn on any lights or check the medication package she had in her hands before ingestion. Finally, the Athlete consumed the Prohibited Substance in a state of absent-mindedness, while talking and interacting with her partner who was in the room with her on that occasion.
61. The Sole Arbitrator considers that (i) storing personal medication in a shared cabinet known to contain third party prescription drugs; (ii) packing medication for a competition from said cabinet without verifying whether she had selected the correct medication by confirming the name on label of the blister pack; and (iii) administering the medication without checking the package does not meet the reasonable level of care expected of an



athlete and presents a clear and foreseeable risk, particularly for an individual who is subject to Doping Control.

62. Furthermore, the witness testimony of Mr Blanco corroborated the Athlete's defence and description of facts. His limited interaction with the Athlete, and therefore, his testimony, were not sufficient to establish No Significant Fault or Negligence by the Athlete.
63. The Sole Arbitrator agrees with the Court of Arbitration for Sport's ("CAS") understanding in *Maria Sharapova v ITF*, CAS 2016/A/4643, that the Athlete's lack of intent is not determinative of Fault. As held by the CAS consistently, anti-doping is a regime of strict liability, and carelessness may still amount to Significant Fault.
64. Considering the totality of the circumstances, the Sole Arbitrator concludes that the Athlete has not established that she bears No Significant Fault or Negligence for the ADRVs to justify a reduction under Rule 10.6.1(a) ADR and is subject to a two (2) year period of Ineligibility.
65. With respect to the Athlete's argument that she is not a professional athlete in the sense that sport is not her primary occupation, the Sole Arbitrator rejects this contention and its potential imposition of corresponding Consequences for having been found to have committed ADRVs. Despite being a physical therapist, the Athlete decided to join her country's federation as a runner and, consequently, subject herself to her federation's regulation and policies.
66. Despite sports not being her primary means subsistence, Ms Álvarez is treated as an Athlete subject to the ADR, and the standard of care applicable to her cannot be lower than that expected of an athlete whose primary occupation is sport.
67. This approach is also consistent with CAS jurisprudence, which has repeatedly rejected the creation of variable standards of care based on athletes' earnings or professional



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status (*Leandro Visotto Neves v. Fédération Internationale de Volleyball*, CAS 2024/A/10891).

68. The Sole Arbitrator finds that the Athlete does not meet the requirements of Rule 10.6.1(c) ADR, relating to Protected Persons or Recreational Athletes and therefore is not entitled to a reduction of sanction for an ADRV under this provision.

VII. APPLICABLE CONSEQUENCES

A. Period of Ineligibility

69. The applicable sanction under Rule 10.2.2 ADR for violations of Rules 2.1 and 2.2 involving a Specified Substance, where the violation is not intentional and no reduction applies, is a two (2) year period of Ineligibility.

70. Because no elimination or reduction of sanction under Rules 10.5 or 10.6 ADR is warranted, the Sole Arbitrator imposes a two (2) year period of Ineligibility.

71. Pursuant to Rule 10.13 ADR, the period of Ineligibility shall commence on the date of this decision, with credit for the Provisional Suspension effectively served, starting from the date the Athlete was notified of the charge by the AIU, on 14 July 2025.

B. Disqualification of Results

72. In accordance with Rule 9 ADR and Rule 10.1 ADR, the Athlete's individual results obtained at the Competition on 29 March 2025 are Disqualified, with all resulting Consequences, including forfeiture of any medals, titles, points, awards, and prize money.



73. Further results obtained between the date of Sample collection and the commencement of the period of Ineligibility are subject to Disqualification with all of the resulting Consequences, pursuant to Rule 10.10 ADR.



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VIII. COSTS

74. The Sole Arbitrator orders that each party shall bear with their own costs incurred in bringing and defending the charge.

IX. RIGHT OF APPEAL

75. This decision may be appealed to the Court of Arbitration for Sport (“CAS”), located at Palais de Beaulieu Av. des Bergières 10, CH-1004 Lausanne, Switzerland (procedures@tas-cas.org), in accordance with Rule 13 ADR.

76. In accordance with Art. 13.6(a) ADR, parties shall have 30 days from receipt of this decision to lodge an appeal with the CAS.

Eduardo Amorim

Eduardo Amorim (Sole Arbitrator)

On behalf of the World Athletics Disciplinary Tribunal

London, UK

11 May 2026

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