



**Arbitration CAS 2021/ADD/31 International Weightlifting Federation (IWF) v. Ahmed Al-Hussein, Salwan Jasim Alaifuri & Safaa Rashid Al-Jumaili, award of 15 March 2022**

Panel: Mr Paul David QC (New Zealand), Sole Arbitrator

*Weightlifting*

*Doping (higenamine)*

*Consolidation*

*Establishment of the presence of a prohibited substance*

*Relevance of the level of the substance detected*

*Presumptive period of ineligibility for the non-intentional presence of a specified substance*

*Athlete's duty of care*

*No fault*

*No significant fault or negligence, assessment of the athletes' individual fault under the rules*

1. On the basis of Article 14.6 of the CAS ADD Rules, it is appropriate, both legally and practically, to consolidate the procedures if (i) the parties are in agreement upon the consolidation of the procedures on one side and in silence on the other; and (ii) having regard to the case put forward by the athletes, the circumstances of each Adverse Analytical Finding (AAF) involve significant common issues of fact and law.
2. The evidence i.e. the positive tests, establishes to the required standard of comfortable satisfaction that the athletes committed a violation of Article 2.1 of the IWF Anti-Doping Rules (ADR) because the substance detected in the samples provided by the athletes is *higenamine* which was at the time when the samples were taken a prohibited substance under S3 Beta-Agonist of the Prohibited List 2020 and the testing procedures and results reported have not been challenged by the athletes.
3. There is no level of the substance detected in the athlete's sample beneath which an AAF cannot be reported. Any detected level amounts to a violation.
4. Where it is accepted that the conduct of the athletes was not intentional as provided by Article 10.2.3 IWF ADR, the presumptive period of ineligibility for a violation of Article 2.1 IWF ADR involving a specified substance such as *higenamine* as a first violation is two years under Article 10.2.2. The potential application of any defence to eliminate or reduce this period of ineligibility involves considering the fault of the athlete in the circumstances of the violation.
5. The IWF ADR, like all anti-doping rules which implement the World Anti-Doping Code, impose a personal duty of care on athletes to avoid committing violations by ingesting prohibited substances. Athletes who compete at international level are generally expected to show a high degree of care in complying with their anti-doping

obligations; they are expected to be aware of the rules and the care which must be taken to avoid committing doping violations. The degree of fault of an athlete in relation to a breach of the rules has to be considered in the context of this expected standard of care.

6. The defence of no-fault provides for the elimination of the period of ineligibility in exceptional circumstances. This defence can only apply where an athlete can establish that he could not have known or suspected even with the exercise of utmost caution that he had used a prohibited substance or violated an anti-doping rule.
7. To reduce the period of ineligibility from two years for a violation under Article 2.1, an athlete has first to establish that his fault or negligence in connection with the violation is not “significant”. Determining fault involves considering the degree of risk that should have been perceived by the athlete in the particular circumstances in which the violation was committed and the level of care that should have been exercised in relation to the perceived level of risk. The personal characteristics of the athlete and any disability are relevant to the consideration of fault because they may explain why the athlete has not met the expected standard of behaviour in the circumstances. Such characteristics may lessen the degree of fault present in a breach of the rules. What matters is the conduct of the athlete and what he did to avoid taking the supplement with the prohibited substance in it. Despite the awareness of the anti-doping regime and their general obligations under it, the lack of education and access to information about supplements should be taken into account.

## I. INTRODUCTION

1. The International Weightlifting Federation (IWF) brings allegations of breaches of its anti-doping rules against the Respondents. The Respondents returned positive tests for the prohibited substance higenamine at international weightlifting competitions held in Rasht, Iran, and Dubai, United Arab Emirates (UAE), in February 2020.
2. The source of the prohibited substance which gave rise to the positive tests is accepted by the International Testing Agency (ITA) (which brings the allegations on behalf of IWF) as being a pre-workout supplement called Impact Igniter which is produced by a supplement company called ALLMAX and sold over the counter in stores.

## II. PARTIES

3. The IWF is the international federation responsible for the sport of weightlifting. It has delegated responsibility for results management to the International Testing Agency (ITA) under its anti-doping rules. The IWF alleges that each Athlete has committed breaches of Article 2.1 of the IWF Anti-Doping Rules by the presence of a prohibited substance in samples collected at international weightlifting competitions in February 2020.

4. The Respondents are Mr. Ahmed Al-Hussein, Mr. Salwan Jasim Abbood Alaifuri, and Mr. Safaa Rashid Al-Jumaili (collectively the “Athletes”). The Athletes compete internationally for the Iraqi National team and are members of the Iraqi Weightlifting Federation (the “Iraqi Federation”).
5. The IWF has made the IWF Anti-Doping rules (IWF ADR) implementing the World Anti-Doping Code (WADC). As members of the Iraqi Weightlifting Federation, and as participants in IWF international competitions, the Athletes are bound by the IWF ADR. As regards substantive matters the IWF ADR 2019 were the rules in force at the time of the violations.

#### **A. Issues in Arbitration**

6. The Athletes have not formally admitted the alleged violations but throughout the correspondence between the ITA and the Athletes (and their national federation) in relation to the allegations, and in the proceedings before the CAS ADD, there has been no dispute that the positive tests for higenamine gave rise to anti-doping rule violations under Article 2.1 of the IWF ADR. The proceedings have been concerned with the period of ineligibility that should be applied for the violations.

#### **B. General Factual Background**

7. On 3 and 4 February 2020, four members of the Iraqi weightlifting team attended the 5<sup>th</sup> International Fajr Cup in Rasht, Iran. On 3 February 2020, Mr. Al-Jumaili competed in the 81kg Category, winning a gold medal. On 4 February 2020, Mr. Alaifuri competed in the 109kg category, winning the bronze medal. Both were selected for doping control. In his doping control form, Mr. Al-Jumaili listed his use of “Vitamine B12- B6- B1 2 Olten”; Mr. Alaifuri listed the use of “multivitamin, protein, carbo, energy drink” in his doping control form. Mr. Al-Hussein also competed in the same competition in the same weight class as Mr. Al-Jumaili. He was not selected for doping control at this competition.
8. On 28 February 2020, Mr. Al-Hussein competed in the West Asian Championships in Dubai, UAE, winning the silver medal in the 81kg category. He was selected for doping control. In his doping control form, he listed the use of “vitamins, amino, protein”. Mr. Alaifuri competed at the same Championships, winning the gold medal in the 109kg category. He was also selected for doping control. In his doping control form, Mr. Alaifuri listed the use of “multivitamin, protein, energy bomb”.
9. After analysis by the WADA accredited laboratory in Cologne, Germany, the samples given by Mr. Al-Jumaili and Mr. Alaifuri on 3 and 4 February 2020, and by Mr. Al-Hussein on 28 February 2020 returned adverse analytical findings (“AAF”) for higenamine.
10. Higenamine was prohibited at all times as a specified substance under S3 Beta Agonist in the Prohibited List 2020. Since about 2017 some supplement manufacturers have added this substance to their products. Its presence has given rise to several positive tests by athletes bound by anti-doping rules.

11. The analysis of the sample given by Mr. Alaifuri at the West Asia Championships in Dubai on 28 February 2020 did not reveal the presence of any prohibited substance.
12. The estimated concentration of higenamine in Mr. Al-Jumaili's sample was 60ug/mL; in Mr. Alaifuri's 38ug/mL; in Mr. Al-Hussein's about 1ug/mL.
13. The ITA notified the Athletes of the AAFs by emails to the Iraqi Federation on 14 April 2020. The Athletes were informed of their B sample rights; they were also asked to provide an explanation for the presence of higenamine in their samples. In an email of 3 June 2020, the Iraqi Federation provided an initial explanation for the Athletes saying that it had asked the Athletes and coach about the tests. The email said that the Athletes had used a supplement called Impact Pre-workout made by the company ALL-MAX and this was the source of the higenamine. The Iraqi Federation's email also said that the Athletes lacked any knowledge of English and that there was no control over the supplement.
14. The Athletes did not accept the violations and requested that the B samples be tested. The testing of the B Samples confirmed the results of the A samples on 16 June 2020. On 10 July 2020, the ITA gave notice charging the Athletes with anti-doping rule violations under Article 2.1 IWF ADR. The Athletes were asked to provide a further explanation for the AAFs.

### **C. Further Explanation**

15. The Iraqi Federation responded to the ITA on behalf of the Athletes by email of 24 July 2020. It stated that it had asked the Athletes for an explanation and that the AAFs resulted from the consumption of the ALLMAX product, that the Athletes had bought the product from a supplement store, that the Athletes had not been told that the product contained a prohibited substance. They said that because they did not know English, they were not able to know that one of the ingredients in the product was higenamine, a prohibited substance. Photographs of the product container were provided. The Athletes said that they had been deceived by the manufacturer and had not intended to use a prohibited substance. The label on the product says that among the ingredients are "Synephrine HCl, Higenamine HCl, Hardenine HCl, Hordeum vulgare". The Federation also confirmed its commitment to anti-doping and said that the Athletes had been victims of deception by the supplement manufacturer.
16. After reviewing the explanations, by email of 6 November 2020 the ITA proposed an agreement as to consequences to the Athletes. The ITA said that it was willing to accept that the source of the higenamine detected in the tests was the ALLMAX product. It was also prepared to accept that the conduct of the Athletes was not intentional. The ITA proposal said that there could be no reduction of the period of ineligibility of two years because the Athletes had not taken any of the steps which they should have taken to avoid the positive tests such as checking on the product and/or making inquiries about its contents. The proposal for Mr. Al-Hussein and Mr. Al-Jumaili was a two-year period of ineligibility, and for Mr. Alaifuri a four- year period of ineligibility because it was his second violation. The proposal made regarding Mr. Al-Jumaili failed to have regard to the fact that he had also been sanctioned for an earlier violation of

which the ITA was unaware at the time. The Iraqi Federation initially responded saying that Mr. Al-Jumaili and Mr. Alaifuri were prepared to accept the consequences but Mr. Al-Hussein was not and he asked for a hearing committee. However, no Athlete signed the proposed agreements.

17. On 13 November and 2 December 2020, Mr. Alaifuri contacted the ITA with further information and comments. In the first email, Mr. Alaifuri explained that he had not been ready to compete in the February events as he was recovering from an operation but had done so as directed by the Federation. He said that the four-year ban proposed was a great injustice and should be commuted to be fair. In the second email, Mr. Alaifuri's lawyer made further statements. In relation to the current allegations, he said that Mr. Alaifuri and his teammates had had to compete, that Mr. Alaifuri did not know what was in the drink he took, and that the officials and trainers with them in the competition who had knowledge of nutritional supplements knew much more about nutritional supplements than the players. He again asked for his penalty of four years to be reduced. (The emails appear to have been translated into English using google translate or a similar program.)
18. After this, the ITA sent a further email of 30 March 2021 to each Athlete. The ITA email was in Arabic and asked about the purchase of the product, who mixed it, and who used it. Mr. Al-Jumaili and Mr. Al-Hussein provided further explanations in response to the email.
19. Mr. Al-Hussein said in his email of 9 April 2021 that he purchased the pack for the whole team of himself, Salwan, and Safaa. The pack was purchased in Baghdad from the branch of the Max company. He did not know about the presence of the banned substance in the product and was not told about it by the sales manager. The salesperson did not ask him to look at the ingredients on the container because he did not know English. He did not have a receipt. He said that Safaa and Salwan used the supplement in the Rasht competition and that he used it in the Dubai Western Asia championship. Safaa and Salwan were not told that there was a substance in the examination (*sic*).
20. Mr. Al-Jumaili's response was that his colleague Ahmed bought the product. He mixed it to take in the warm-up about two and a half hours before the test. He considered that it was a supplement and natural energy product. He said that Ahmed bought the product, stated his good faith, and the product was used. This was the first time he had used products from this company, and the first time he used this product. He said that he did not know that the product was unsafe as he did not know English, the buyer did not warn them that there was a banned substance in it and that he used it without any bad faith.
21. Based on the further explanations and the fact that the ITA was now aware that Mr. Al-Jumaili had served a period of ineligibility for an earlier violation, on 7 May 2021 the ITA made a further proposal for an agreement as to consequences to the Athletes. This was based on a period of 20 months ineligibility for the violation as a first violation for Mr. Al-Hussein and 40 months for Mr. Al-Jumaili as, in the meantime, ITA learned that he already served a two-year period of ineligibility between 23 June 2013 and 23 June 2015 for a first violation of anti-doping rules. The ITA proposal was for the period of 2 years ineligibility to be reduced to 20 months under

Article 10.5.1.1. This was on the basis that the ITA accepted that the Athletes could establish no significant fault or negligence; but their fault was at the higher end of the range of fault within the defence. A further proposal was also sent to Mr. Alaifuri. The ITA informed Mr. Alaifuri that it did not consider that he could show no significant fault or negligence so that there could be no reduction on the period of ineligibility of two years for the violation as a first violation; accordingly, the proposal made to Mr. Alaifuri was that he accept a period of ineligibility of four years for his second violation (being twice the period of ineligibility for a first violation as provided by Article 10.7). The ITA asked for a response to the proposals by 14 May 2021.

22. On 12 May 2021, Mr Alaifuri's counsel emailed ITA to say that his client had not authorised the Iraqi Federation to speak for him and that he did not accept the proposed sanction. On 13 May 2021, the Federation emailed ITA to say that Mr. Al-Hussein and Mr. Al-Jumaili rejected the proposal as to consequences.

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

23. After the Athletes had declined to accept the proposal as to consequences, the ITA referred the proceedings to the CAS ADD for a determination whether the Athletes had committed the alleged violations and if so, what the applicable consequences were under the IWF ADR.
24. The ITA filed its request for arbitration on 19 August 2021. The ITA requested that the allegations against the Athletes be consolidated in one proceeding because they arose from the same circumstances. The appointment of the sole arbitrator was confirmed on 31 August 2021. The procedure leading to the hearing held remotely on 30 November 2021 was in summary as follows.
25. On 2 September 2021 Mr. Al-Hussein sent an email with short points in relation to the violation in similar terms as his earlier explanation to the ITA of 9 April 2021.
26. On 6 September 2021, Dr. Mahdi at the Iraqi Federation acknowledged receipt of the CAS documents.
27. On 14 September 2021, an email with no content was received from Mr. Al-Hussein at CAS ADD. Three days later an email was received referring in its subject line to financial difficulty in relation to the hearing.
28. The Respondents did not file responses to the ITA claim by 15 September 2021 – the date for filing under the CAS ADD Rules.
29. After considering the circumstances, by letter of 8 October 2021, the Sole Arbitrator advised the Athletes that they were in default in providing substantive answers and that they were given until 15 October 2021 to file answers to the ITA claim if they wished to do so. The parties were asked for their views on whether a hearing was required.
30. On 9 October 2021, the ITA emailed to state that in its view a hearing was not necessary.

31. On 10 October 2021, Mr. Mohammed Khudier Abbas, lawyer, emailed that a hearing was necessary for his client Mr. Salwan Jassim Abbood Alaifuri. Mr. Al-Jumaili and Mr. Al-Hussein did not respond with their views on whether a hearing was required.
32. On 14 October 2021, Mr. Abbas filed a document setting out Mr. Alaifuri's response to the claim.
33. On 15 October 2021, Mr. Al-Hussein filed a document responding to aspects of Mr. Alaifuri's response to the claim.
34. On 16 October 2021, Mr. Alaifuri emailed repeating his request for a hearing.
35. On 28 October 2021, Mr. Al-Hussein sent a further letter to the CAS about the case.
36. On 2 November 2021, the parties were notified that the Sole Arbitrator had decided to hold a hearing. The parties were also requested not to file further unsolicited submissions.
37. On 3 November 2021, the parties were notified of proposed dates for a hearing by video conference. The letter confirmed the consolidation of the applications against the Athletes and noted that the Sole Arbitrator would consider the written submissions filed to date, but any further unsolicited material would be disregarded.
38. The parties confirmed their availability for a hearing on 30 November 2021 and this was confirmed by a letter of 11 November 2021 to the parties. The parties signed and returned the Order of Procedure.
39. The hearing was held on 30 November 2021. In addition to the Sole Arbitrator and to Mr Fabien Cagneux, Managing Counsel, the following persons attended:
  - IWF – Adam Klevinas (counsel);
  - Ahmed Al-Hussein – Ziyad S. Aboud (counsel) and interpreter, whose identity had not been provided;
  - Salwan Jasim Abbood Alaifuri – Ali Al- Tamimi (interpreter) and Dr Walid Al-Shabibi;
  - Safaa Rashid Al-Jumaili – Mr. Wael Tawfiq Jassem Al-Shamry (interpreter);
  - Muhammad Jawad (Iraqi Federation coach) also attended parts of the hearing and made oral statements.
40. None of the Athletes reads or writes English. For the hearing, each Athlete answered questions and made oral statements through interpreters. While Mr. Al-Hussein and Mr. Alaifuri have had some legal representation in the proceedings, it is apparent that the lawyers representing the Athletes are also much constrained by having to work in English. The material submitted by the Athletes is relatively sparse. Only Mr. Alaifuri has provided a written response in any detail.

Neither that response nor any of the other written material seeks to address the specific provisions of the IWF ADR.

41. The process between the ITA and the Federation and the Athletes and before CAS ADD has been challenging for all involved. The Sole Arbitrator wishes to express his thanks to the parties for their attendance at the hearing and for their efforts to make the hearing run as smoothly as possible. Each athlete made further statements about the circumstances of the violations at the hearing.
42. The Sole Arbitrator has considered the written documents filed by the parties and the oral statements at the hearing (by reference to the recording of the hearing). The Sole Arbitrator explained at the hearing that it is his responsibility to reach a decision by considering the case of each athlete under the sport's anti-doping rules, i.e. the IWF ADR.

#### **IV. SUBMISSIONS OF THE PARTIES**

##### **A. ITA (on behalf of IWF)**

43. The ITA filed a detailed written request for relief. It asked questions of the Athletes and made further oral submissions at the hearing.
44. The ITA submitted that the violations of breach of Article 2.1 IWF ADR were established by the AAFs reported by the WADA accredited laboratories.
45. As regards the consequences, the ITA did not seek to prove that the violations were intentional under Article 10.2.3. This meant that the presumptive 2-year period of ineligibility for the breach of Article 2.1 by the presence of a specified substance was applicable under the rules (Article 10.2.1.2). The ITA accepted that the source of the higenamine detected in the samples was the ALLMAX Impact pre-workout supplement.
46. As regards possible defence by which the sanction might be eliminated or reduced, the ITA submitted that there was no basis for a finding of no-fault in relation to the violations by any of the Athletes. The ITA accepted that the no significant fault or negligence defence under Article 10.5.1.1 was engaged in relation to the violation by each Athlete. While the ITA said that the Athletes had not taken the steps they should have to avoid a positive test, it accepted that the inability of the athletes to read English put them at a disadvantage in carrying out their obligations under the rules, in particular, the steps which should be taken to check on supplements before use – checking on the product, its contents, making further inquiries on the internet and/or asking for the product to be checked by third parties such as doctors and coaches and team officials. The ITA accepted in the circumstances that the Athletes could establish no significant fault; this meant that the period of ineligibility had to be assessed by reference to the Athlete's degree of fault.
47. In relation to the statements by Mr Alaifuri and Mr Al-Jumaili in written material and orally at the hearing that they had taken the drink immediately before competing at the competition in Rasht without seeing the container or having the chance to check it, the ITA submitted that the



further statements by the Athletes did not change the basic position; on any view of the circumstances in which the Athletes used the supplement in competition, each had acted with a high degree of carelessness. Mr. Al-Hussein had purchased the product and had it in his possession without carrying out any checks himself or asking any third party such as a coach or team official about the product. The ITA submitted that for each Athlete a period of ineligibility at the higher end of the range for sanctions under Article 10.5.1.1 was appropriate.

48. The ITA submitted that 20 months was an appropriate period of ineligibility for the violation under Article 2.1 as a first violation for each Athlete. Accordingly, the ITA submitted that Mr. Al-Hussein should be subject to a period of 20 months ineligibility and that Mr. Alaifuri and Mr. Al Jumaili should be subject to a period of ineligibility of 40 months because the violation was a second violation. The ITA sought disqualification of results under Articles 9 and 10.8 and financial penalties and costs against the Athletes. The ITA accepted that the Athletes were entitled to credit for the period of provisional suspension under Article 10.10.2. In its written request noted that the Athletes had accepted voluntary provisional suspension from 19 April 2020.
49. In light of the above, the IWF made the following prayers for relief:
1. *Mr. AL-HUSSEIN, Mr. AL-JUMAILI and Mr. ALAIFURI are each found to have each committed an ADRV pursuant to Article 2.1 of the IWF Anti-Doping Rules.*
  2. *Mr. AL-HUSSEIN is sanctioned with a period of Ineligibility of 20 months, commencing on 19 April 2020 and ending on 19 December 2021.*
  3. *Mr. AL-JUMAILI and Mr. ALAIFURI are each sanctioned with a period of Ineligibility of 40 months from 19 April 2020 until 19 October 2023.*
  4. *Mr. AL-JUMAILI and Mr. ALAIFURI's results from the 5<sup>th</sup> International Fajr Cup are Disqualified;*
  5. *Mr. AL-HUSSEIN's results from the 2020 West Asian Championships are Disqualified;*
  6. *All competitive results of Mr. AL-HUSSEIN, Mr. AL-JUMAILI and Mr. ALAIFURI from the date of Sample collection until the date of their Provisional Suspension are Disqualified, with all resulting Consequences, including forfeiture of any medals, points and prizes.*
  7. *Lastly, in accordance with A23, para. 2 of the Arbitration Rules of the CAS ADD, the ITA reserves its right to seek an order for the payment of legal and other costs.*
  8. *Any other prayer for relief that the Panel deems fit in the facts and circumstances of the present case.*

## **B. The Athletes**

50. The Iraqi Federation and the Athletes have provided written statements at various times addressing the circumstances in which the violations were committed; initially in explanations

to the ITA then subsequently in the CAS proceeding. That process has been significantly affected by language difficulties. Each Athlete also made oral statements through interpreters and responded to questions at the hearing. The only detailed statement in the CAS ADD proceeding was the statement of 13 October 2021 from Mr. Abbass (counsel for Mr Alaifuri) and Mr. Alaifuri. This sought to address the factual circumstances of the violation and does not make specific reference to the provisions of the IWF ADR.

51. Mr. Al-Hussein sent an explanation to the ITA; he also filed a short, written document responding to parts of the statement from Mr. Alaifuri, and he made oral statements and answered questions at the hearing. In summary, Mr. Al-Hussein stated that he purchased one can of the ALLMAX product from a store in Baghdad. He had purchased products at the store before. This product was new, and the salesperson had recommended it. The salesperson knew that he was a member of the Iraqi weightlifting team. He had been told by the salesperson that the product was ok for him to take. He had not read the label because he did not read English. He had not known that the product contained a prohibited substance. He had kept the product at home at his house. The other athletes on the team had come to his house on the way to the event in Rasht. As they did not have their pre-competition energy drink, they had used the ALLMAX product at Rasht. Mr. Al-Hussein had not had any specific education about the risks with supplements; but he was generally aware, like his teammates, of his anti-doping obligations.
52. Mr. Alaifuri submitted a written answer on 13 October 2021 with his lawyer Mr. Abbass and a further statement in response to a statement from Mr. Al-Hussein. In summary, Mr. Alaifuri said that the initial explanations to the ITA sent through the Iraqi Federation did not fully explain how the problem had arisen. He said that he had not bought the product, he did not know the product and he had not mixed it. He had taken the drink on the day of competition before lifting. The reason he had not referred to the product by name in his DCF but had referred to “power drink” was that he had not known the name of the product. He had drunk the product in the warm-up room where it had been on a table with water and other juices. He had only learned that the source of the higenamine was the ALLMAX product after the positive tests when Mr. Al-Hussein gave this information and provided the picture of the product. The explanation put forward by the Federation on behalf of Mr. Alaifuri and Mr. Al-Jumaili to the ITA did not reflect what had happened. He said that he was not the person who purchased the product, that the product had been mixed in front of federation staff, and that there was only time for the product to be used in competition and not in training as Mr. Al-Hussein had said. They arrived the day before the competition and went straight into the competition. He had not had the can to be able to ask about its contents from a doctor, coach, or friend or to search the net. He had taken the drink the day of the competition. Mr. Al-Hussein was responsible for the product. Mr Alaifuri relied on the coaches and Federation staff who had experience with nutritional supplements and could read English to protect the players from contaminated and adulterated supplements. He asked CAS to cancel his punishment. In his further statement, Mr. Alaifuri referred to the test results at each competition. He referred to his and Mr. Al-Jumaili’s negative tests at Dubai and Mr. Al-Hussein’s positive test there, and his declarations in the doping control forms by him at Rasht and in Dubai. The information supported the conclusion that he and Mr. Al-Jumaili had only ingested the ALLMAX product in Rasht. The declarations in the DCF forms showed that he had been honest in his explanation. When he knew what he had taken as an energy drink he declared it (“energy bomb” at Dubai). He had not known what

the drink was at Rasht so had put energy drink in his DCF. Mr. Alaifuri said that he had not had any presentation about the risks with supplements in the last five years. Mr. Alaifuri said that his doubled period of ineligibility was unfair. He asked that the penalty be reduced or removed.

53. Mr. Al-Jumaili gave explanations to the ITA by email in response to the request to the Iraqi Federation at the same time as Mr. Al-Hussein on 9 April 2021. He did not file a written response to the ITA request. He was assisted by an interpreter at the hearing. In answer to questions, he said that he had taken the supplement at the competition in Rasht. Mr. Al-Hussein had said that it was good. He had not seen the can and had not read the label. He did not read or write English or for that matter Arabic. He had only taken the drink at the competition in Rasht on the day when he lifted. He had not declared the product in his DCF because he did not know what it was – in Dubai, he had declared his energy drink as Energy Bomb because he knew what it was. He did not know that the supplement used in Rasht contained a prohibited substance. Mr. Al-Hussein had the supplement with him. He had mixed it and put the drink out. At the hearing through his interpreter Mr. Al-Jumaili said that he had not had specific presentations about the risks with supplements. He said that the doubled period of ineligibility put forward by the ITA was unfair and asked that it be removed.
54. Mr. Mohammad Jawad is a coach from the Iraqi Federation who attended parts of the hearing. He had been with the team as a coach in Rasht and Dubai with other officials. Like the Athletes, he spoke through an interpreter. He was asked (at the request of Mr. Alaifuri) whether he knew about the use of the ALL MAX product which produced the positive tests. He said he did not know that the product was being used by the Athletes. He was asked about the anti-doping education received by the Athletes. He said that he had warned the Athletes about not taking anything – “*even a caffeine*”. He was asked about whether the Athletes had been given information or any presentation about the risk presented by supplements to which prohibited substances like higenamine might be added. His answer was to say that he had warned the Athletes about not taking anything. He said that the Athletes, in particular Mr. Alaifuri knew a lot about supplements.
55. The Athletes did not submit specific prayers for relief. However, they did not accept the ITA’s proposal of consequences and concluded that the periods of ineligibility sought by the ITA should be “*removed*” or reduced.

## V. JURISDICTION

56. The IWF ADR 2021 which are applicable to procedural matters provide for the jurisdiction of the CAS ADD at Article 8.1.1.
57. The Athletes did not object to the jurisdiction of the CAS ADD and each party signed and returned the Order of Procedure confirming the jurisdiction of the CAS ADD.
58. In light of the above, the Sole Arbitrator is satisfied that the CAS ADD has jurisdiction to entertain the Request for Arbitration filed by the IWF.

## **VI. ADMISSIBILITY**

59. The IWF has delegated its responsibility for results management including the bringing of allegations of breach of the IWF ADR to the ITA. The IWF ADR 2021 provide for the jurisdiction of CAS ADD to determine allegations of breach of the IWF ADR. There is no dispute as to the admissibility of the proceedings and the parties have confirmed their agreement by signing the Order of Procedure.

## **VII. APPLICABLE LAW**

60. Article A20 of the CAS ADD Rules provides for the application of the IWF ADR or laws of a particular jurisdiction agreed by the Parties or in absence of agreement on applicable law, Swiss law. There is no agreement between the parties as to the application of any particular law. The application falls to be determined by reference to the IWF ADR and Swiss law, on a subsidiary basis.

## **VIII. MERITS**

### **A. Consolidation of proceedings**

61. In the cover letter of its Request for Arbitration, the IWF requested that, as per Article A14 of the CAS ADD Rules, and considering the facts giving rise to the ADRVs committed by all three Athletes are substantially similar, all procedures be consolidated.
62. In its letter of 26 August 2021, the CAS ADD Office invited the three Athletes, no later than 31 August 2021, to provide their positions on the IWF's request to consolidate these matters in a single arbitration.
63. On 29 August 2021, Mr Al-Hussein and Mr. Al-Jumaili agreed upon the consolidations of the procedures, whereas Mr Alaifuri did not file his position on such issue, but never formally objected to the request for consolidation.
64. Considering the Parties' Positions (and silence), it is clear that the circumstances of each AAF, having regard to the case put forward by the Athletes, involves significant common issues of fact and law. Accordingly, it is appropriate, both legally and practically, that the matters be determined in a single procedure. This was confirmed by the Sole Arbitrator by letter of 3 November 2021.

### **B. Anti-Doping Rule Violations – Article 2.1**

65. Although the proceedings and hearing proceeded (like the earlier correspondence between the ITA and the Federation and the Athletes) on the basis that the only issue was the sanction for the breaches of Article 2.1, the violations under Article 2.1 have not been formally admitted by the Athletes.

66. The substance detected in the samples provided by the Athletes was *higenamine* which was at the time when the samples were taken a prohibited substance under S3 Beta-Agonist of the Prohibited List 2020<sup>1</sup>. Furthermore, the testing procedures and results reported have not been challenged by the Athletes. Accordingly, the Sole Arbitrator finds that the evidence establishes to the required standard of comfortable satisfaction that Mr. Al-Jumaili committed a violation of Article 2.1 IWF ADR on 3 February 2020; that Mr. Alaifuri committed a violation of Article 2.1 IWF ADR on 4 February 2020; and that Mr. Al-Hussein committed a violation of Article 2.1 IWF ADR on 28 February 2020.

### C. Consequences

67. As regards the consequences of the violations, the ITA accepts that the conduct of the Athletes was not intentional as provided by Article 10.2.3. This means that the presumptive period of ineligibility for a violation of Article 2.1 involving a specified substance such as higenamine as a first violation is two years under Article 10.2.2. The potential application of any defence to eliminate or reduce this period of ineligibility involves considering the fault of the athlete in the circumstances of the violation.

### D. General nature of rules

68. The IWF ADR, like all anti-doping rules which implement the World Anti-Doping Code, impose a personal duty of care on athletes to avoid committing violations by ingesting prohibited substances. Athletes who compete at the international level are generally expected to show a high degree of care in complying with their anti-doping obligations; they are expected to be aware of the rules and the care which must be taken to avoid committing doping violations. The degree of fault of an athlete in relation to a breach of the rules has to be considered in the context of this expected standard of conduct.
69. The defence of no-fault provides for the elimination of the period of ineligibility in exceptional circumstances. This defence can only apply where an athlete can establish that he or she could not have known or suspected even with the exercise of utmost caution that he or she had used a prohibited substance or violated an anti-doping rule. This defence is for exceptional cases.

### E. No significant fault or negligence

70. To reduce the period of ineligibility from two years for a violation under Article 2.1, an athlete has first to establish that his or her fault or negligence in connection with the violation is not “significant”. The ITA confirmed the position set out in its written request at the beginning and end of the hearing before CAS ADD; it accepted that each Athlete could establish no significant fault or negligence so that the sanction for the violation could be reduced under Article 10.5.1.1<sup>2</sup>.

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<sup>1</sup> The level of the substance detected in Mr. Al-Hussein’s sample is low. While this is beneath the minimum required detection level for laboratories under the TD2018MRPL, this level is not a reporting level. There is no level beneath which an AAF cannot be reported. Any detected level amounts to a violation.

<sup>2</sup> The defence under Article 10.5.1.2 is specifically for contaminated products. This is not applicable on the facts because the label lists the prohibited substance.

The reason for the ITA's position was that the Athletes are not able to read or write English and this put them at a disadvantage in being able to take the expected steps to avoid a positive test - checking on the contents of the product to find out whether it contained a prohibited substance.

71. The ITA position could be seen as generous where the Athletes are experienced international level Athletes, who are expected to be aware of their obligations and the steps required to comply with them<sup>3</sup>. Overall, having read the communications in the proceedings and having heard the evidence at the remote hearing, the Sole Arbitrator considers that the ITA position accepting the application of the defence was appropriate<sup>4</sup>.
72. Only the defence which allows reduction of the period of ineligibility under Article 10.5.1.1 is relevant. There is no basis for a plea of no-fault under Article 10.4 because none of the Athletes exercised the utmost caution to avoid testing positive. Rather each failed to take steps that should have been taken to avoid taking a pre-workout supplement containing a prohibited substance in competition.
73. Where Article 10.5.1.1 is applicable the consequences of the violation for each Athlete must be determined by reference to his degree of fault. The degree of fault is assessed by applying the definition of fault. This definition is applicable to any consideration of fault under the IWF ADR:  
  
*“Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete’s or other Person’s degree of Fault include, for example, the Athlete’s or other Person’s experience, whether the Athlete or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete’s or other Person’s degree of Fault, the circumstances considered must be specific and relevant to explain the Athlete’s or other Person’s departure from the expected standard of behaviour. Thus, for example, the fact that an Athlete would lose the opportunity to earn large sums of money 64 during a period of Ineligibility, or the fact that the Athlete only has a short time left in a career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Rules 10.6.1 or 10.6.2”.*
74. Determining fault involves considering the degree of risk that should have been perceived by the athlete in the particular circumstances in which the violation was committed and the level of care that should have been taken exercised in relation to the perceived level of risk must be considered. The personal characteristics of the athlete and any disability are relevant to the consideration of fault because they may explain why the athlete has not met the expected standard of behaviour in the circumstances. Such characteristics may lessen the degree of fault present in a breach of the rules.
75. In considering the sanction applicable under Article 10.5.1.1, CAS awards which divide the degrees of fault covered by the defence into bands – “light fault” “normal fault” or “significant

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<sup>3</sup> For example, see *CAS 2017/A/5320*.

<sup>4</sup> The Sole Arbitrator also considers that it would not be fair to the athletes to proceed on any other basis.

or considerable fault”<sup>5</sup> – and allocate to each band a range of periods of ineligibility, assist in the exercise of considering an athlete’s fault and arriving at an appropriate sanction reflecting the degree of fault.

76. From the outset the explanations given by the Iraqi Federation on behalf of the Athletes established the basic circumstances in which the violations arose – the Athletes took the ALLMAX product which had been purchased at a store at the competitions in Iran and Dubai and this produced the positive tests. The written and oral statements from the Athletes provided more information about the circumstances in which the violations arose and there were some differences in the explanations by the Athletes. The early emails from the Federation said that the Athletes purchased the package. Mr. Al-Hussein purchased the package and had possession of it. There is no evidence that he purchased it for the team. It was his pre-workout supplement although it was used by his teammates. The other area relates to the extent of Mr. Alaifuri and Mr. Al-Jumaili’s knowledge of the product before they used it at the Fajr Cup in Rasht on 3 and 4 February 2020. Mr. Alaifuri maintained that he simply drank the power drink put out for him; he did not know about the product or who mixed and placed it on the table to drink. Mr. Al-Jumaili competed in the same weight division as Mr. Al-Hussein said that he had not seen the can but that Mr. Al-Hussein had recommended the product. He said that Mr. Al-Hussein had mixed the product for him on the day of the competition. He had taken it before lifting. Mr. Alaifuri competed in a different weight class the next day. He also drank the supplement before lifting. He said he had not mixed the product. It is not clear who mixed the ALLMAX product which Mr. Alaifuri consumed; he said that he did not mix the drink and Mr. Al-Hussein said that he had not mixed the drink for Mr. Alaifuri or given the drink to any coach to mix. It is, however, clear that Mr. Alaifuri used the product which had been purchased by Mr. Al-Hussein as a pre-competition energy drink. The key facts and considerations for the assessment of fault are as follows:

- Mr. Al-Hussein purchased the ALLMAX pre-workout supplement over the counter from a supplement store in Baghdad. He had purchased products at the store in the past. He had told the salesperson that he was competing for the national team at weightlifting. He has asked whether the product was safe for him to use. The salesperson said it was. Mr. Al-Hussein purchased one can. He did not look at the label on the container because he does not read English. He took no more steps to check on the can or ask any other person to check the contents before the product was used in the two competitions. He kept the supplement at home.
- The supplement was taken to the competition in Rasht, Iran, by Mr. Al-Hussein for use as a pre-competition drink. It is normal for the lifters to take an energy-boosting drink pre-competition. Mr. Al-Jumaili and Mr. Alaifuri took the product in a drink on the day

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<sup>5</sup> The awards are well-known *CAS 2013/A/3327*; *CAS 2017/A/5015*; *CAS 2016/A/4371*. While dividing the range for possible sanctions into bands provides useful guidance for the consideration of the decision on the period of ineligibility the exercise remains one of considering the fault in the case by applying the definitions in the Code to the circumstances of the violation and considering any relevant personal characteristics of the athlete. The use of the word “significant” to describe the higher range of fault within the range of fault under the Article 10.5.1.1. defence creates some difficulty of language where the requirement for the defence to apply is that the fault is not “significant”. The Sole Arbitrator prefers to describe the upper band of fault under the defence as “high” or “considerable”.

of the competition in the warm-up area before competing. Mr. Al-Jumaili and Mr. Al-Hussein competed on the same day in the same weight category. Mr. Al-Hussein had told Mr. Al-Jumaili that the ALLMAX product was a good product. Either he or Mr. Al-Jumaili mixed the product for Mr. Al-Jumaili. Mr. Al-Jumaili drank it in the warm-up room as he was preparing to lift.

- Mr. Alaifuri drank the product while preparing to lift in the 109kg category on the second day of the competition at Rasht. He took the drink from a table in the warm-up room and drank it in preparation for his competition. He assumed that the drink was ok. He had not mixed the drink.
- Neither Mr. Al-Jumaili nor Mr. Alaifuri saw or examined the can of product. Mr. Al-Jumaili trusted the recommendation of his teammate Mr. Al-Hussein. Mr. Alaifuri seems to have assumed that the drink was okay. He too relied on the person who provided the ALLMAX product to drink (Mr. Al-Hussein); he also relied on the team coaches and officials who did speak English and knew about supplements to ensure that any pre-competition drink was safe to use.
- After the competition in Rasht, Mr. Al-Hussein used the product at the competition in Dubai. Mr. Al-Jumaili and Mr. Alaifuri did not use the product at that competition but used a different pre-work-out power drinking product.
- Each Athlete knew that they were drinking a pre-workout energy drink. None of the Athletes asked any third party to check the drink or advise them about the product.
- None of the Athletes can read or write English. The Athletes are generally well aware of their anti-doping obligations and the need to compete clean. But they do not appear to have been specifically educated about the risks that supplements on general sale may have had prohibited substances added by the manufacturers.

## **F. Discussion**

77. The Athletes are all experienced and compete internationally. They took the ALLMAX product in competition when an experienced athlete should be expected to take all necessary steps to avoid breaking the anti-doping rules. Plainly none of the Athletes were intending to break the rules; each thought that the product was safe to use. Each Athlete has made a careless mistake with significant consequences.
78. Mr. Al-Hussein purchased the product and had it in his possession before it was used by his teammates at Rasht and after that by him at Dubai. He asked some questions in the store when he purchased the product but did nothing after that. His lack of English would make it harder to carry out normal checks on the product himself and less likely that he would attempt them. It also perhaps makes it more likely that he might not question a product on sale over the counter in a supplement store and that he would trust the salesperson and the product itself. While the product lists the prohibited substance in its ingredients on the label, the label does



not appear to contain any express warning (whether in writing or symbol) about the risk of breaking anti-doping rules. The failure by Mr. Al-Hussein to ask any third party about the product (apart from the salesperson) and its contents or have any checks carried out is conduct that falls a considerable way short of the standard of care which is required from an international athlete under the rules.

79. Mr Al-Jumaili is an experienced athlete. He was aware that Mr. Al-Hussein had the product. He took Mr. Al-Hussein's recommendation about the product and used the product before competing. Mr. Al-Jumaili's lack of English might make it less likely that he would ask to see the can or seek to carry out his own checks. But again, an experienced athlete should have made inquiries about the product of Mr. Al-Hussein or of an official. If he could not be satisfied, he should not have taken the product. Taking such a product in competition relying entirely on any checks by a teammate and his recommendation again falls a considerable way below the standard of compliance for an experienced athlete.
80. Mr. Alaifuri is also an experienced athlete. He did not purchase the product. His statement is to the effect that he was not involved in preparing the drink which he drank before competing in the warm-up area. While he knew that he was drinking an energy drink pre-competition, he did not see the can and did not know what the drink was. This lack of knowledge about the product is supported by Mr. Alaifuri's declarations on the doping control forms. In Dubai where he says, he knew the identity of the energy drink he took; he names it on the form ("energy bomb").
81. It seems likely that Mr. Al-Jumaili and Mr. Alaifuri used the supplement which had been purchased by Mr. Al-Hussein at the Rasht competition because they did not have their own energy drink at the competition. But, on any view, Mr. Alaifuri took what he knew was an energy drink in competition without any inquiry whatsoever. Again, this conduct falls some way below the standard of compliance with the anti-doping obligations expected of an experienced athlete.
82. While there are differences in the circumstances of the violations for each Athlete when considered in the context of the obligations of athletes under the anti-doping regime, the fault involved is similar. Mr. Al-Hussein had more opportunity to check the product or have it checked; Mr. Al-Jumaili and Mr. Alaifuri had more limited time in which to exercise caution. But in the context of an anti-doping regime that imposes obligations of utmost caution, the fault of each Athlete can only be described as high.
83. The relevant consideration under the rules is the conduct of the athlete and what the athlete has done to discharge his personal obligations under the rules. Athletes who consume supplements to which manufacturers have added prohibited substances may say with justification that the manufacturer's failure is the cause of their misfortune. But that is not relevant to the assessment of the athlete's individual fault under the rules. Nor can an athlete say that he or she should have been better protected by the team officials in his sport and that this explains a failure to meet the responsibilities under the rules. What matters is the conduct of the athlete and what he did to avoid taking the supplement with the prohibited substance in it.

84. The personal characteristics of the Athletes which offer some explanations for their failure to take the care expected are that they do not read or write English (nor Arabic in Mr. Al-Jumaili's case), and that they do not appear to have had a developed understanding about the significant risk with supplements sold over the counter at stores. All the Athletes were aware of the anti-doping regime and their general obligations under it. Mr. Jawad, the coach, explained at the hearing, that the Athletes had been made aware of their obligations. However, the Athletes do not appear to have had the kind of education and access to information about supplements available in some jurisdictions. Together, these factors may explain why the athletes do not appear to have turned their minds to the risk posed by the product/drink and why they took little or no care to check on it.

#### **G. Degree of fault – period of ineligibility**

85. Any reduction from the two-year period of ineligibility can only be relatively small because on an objective consideration each of the Athletes fell a considerable way short of the standard expected of international athletes. The degree of fault of each athlete under Article 10.5.1.1 must fall within the part of the range described covering high fault. On the banding approach, the period of ineligibility for this level of fault lies between 16 and 24 months. After considering the circumstances set out above, the Sole Arbitrator has decided that the period of ineligibility of 20 months for the violation of Article 2.1 committed by each Athlete put forward by the ITA is appropriate. The Sole Arbitrator considers that this period of ineligibility properly reflects the failure by each Athlete to meet the standard of care required under the rules and the personal factors which provide some explanation for the failure. This means that period of ineligibility for Mr. Al-Hussein is 20 months.
86. Mr. Alaifuri and Mr. Al-Jumaili have previous violations which are within the same 10-year period as the current violations. Mr. Al-Jumaili served a two-year period of ineligibility from 23 June 2013 to 23 June 2015. Mr. Alaifuri served a two-year period of ineligibility from 27 July 2011 to 27 July 2013. Under IWF ADR 10.7.1(c) – the applicable period of ineligibility for both Athletes is twice the period of the second violation taken as a first violation. This means that period of ineligibility for Mr. Alaifuri and Mr. Al-Jumaili is twice the period of 20 months, i.e. 40 months.
87. Both Mr Alaifuri and Mr Al-Jumaili have stated that this doubled period of ineligibility applicable for a second violation under Article 10.7.1(c) is unfair and should be reduced or cancelled. The point was not expressed in this way, but this might be said to raise the question of whether the doubled period of ineligibility under the rules infringes general principles of proportionality. The IWF ADR implement the World Anti-Doping Code. The Code is an internationally agreed set of anti-doping rules which has been formulated to accord with fundamental principles of proportionality. While the penalty for a second violation is significant, the general principles of proportionality do not provide a basis to reduce the period of ineligibility reached on the application of the rules.

## **H. Credit for provisional suspension**

88. The ITA accepts that all the Athletes are entitled to the benefit of the period of provisional suspension under Article 10.10.3. The ITA records that the Athletes have been provisionally suspended since 19 April 2020; with the credit for the period of the provisional suspension, the period of ineligibility should commence on 19 April 2020. The Sole Arbitrator also considers that the start of the period of ineligibility should be back-dated under Article 10.10.1.

## **I. Article 10.10.1**

89. The process of doping control in these cases began with sample collections in February 2020. The ITA sought to enter into agreements as to consequences with the Athletes in November 2020 and May 2021. The proposals were revised for both Mr. Al-Hussein and Mr. Al-Jumaili and the position of the ITA on sanctions for them before CAS ADD reflected the second proposal. The position on the proposal made to Mr. Alaifuri was different from the position taken in the proceedings before CAS ADD. It is, of course, entirely appropriate for anti-doping organisations to seek to enter agreements as to consequences. However, this case involves allegations of breaches of Article 2.1 arising from positive tests; from the time of sample collection, it has taken over 16 months for the allegations to be referred to CAS ADD. There have been obvious communication difficulties but there have also been periods of inactivity – for example, December 2020 to March 2021. The Sole Arbitrator considers that there has been substantial delay in the doping control process which he does not consider can properly be attributed to the Athletes.
90. In the circumstances, the Sole Arbitrator considers that the periods of ineligibility imposed should start at the date of sample collection under Article 10.10.1 IWF ADR. As a consequence of this backdating of the start date, all results from the time of sample collection including those during the period of retroactive ineligibility must be disqualified. This includes the results obtained by Mr. Al-Jumaili and Mr. Alaifuri in Dubai on 28 and 29 February 2020.
91. As regards the disqualification of results, the results of each Athlete at the 5<sup>th</sup> International Fajr Cup on 3 and 4 February 2020 are disqualified including the forfeiture of any medals, prizes, and points. The results of Mr. Al-Hussein at the West Asia Championships in Dubai on 28 February 2020 are disqualified including the forfeiture of any medals, prizes, and points.

## **IX. FINANCIAL SANCTIONS/COSTS**

(...).

**X. APPEAL**

96. Pursuant to Article A21 of the ADD Rules, this Award may be appealed to the CAS Appeals Arbitration Division within 21 days from receipt of the notification of the final Award with reasons. Such appeal is to be filed in accordance with Articles R47 *et seq.* of the CAS Code, applicable to appeals procedures.

**ON THESE GROUNDS**

**The Court of Arbitration for Sport rules that:**

1. The request for arbitration filed by the International Weightlifting Federation on 19 August 2021 against Mr. Ahmed Al-Hussein, Mr. Salwan Jasim Abbood Alaifuri and Mr. Safaa Rashid Al-Jumaili is upheld.
2. Mr. Ahmed Al-Hussein, Mr. Salwan Jasim Abbood Alaifuri and Mr. Safaa Rashid Al-Jumaili are each found to have committed an Anti-Doping Rule Violation of Article 2.1 of the IWF Anti-Doping Policy.
3. Mr. Ahmed Al-Hussein is sanctioned with a period of ineligibility of twenty (20) months. The period of ineligibility shall start from 28 February 2020 which is the date of collection of Mr. Ahmed Al-Hussein's sample.
4. Mr. Salwan Jasim Abbood Alaifuri is sanctioned with a period of ineligibility of forty (40) months. The period of ineligibility shall start from 4 February 2020 which is the date of collection of Mr. Salwan Jasim Abbood Alaifuri's sample.
5. Mr. Safaa Rashid Al-Jumaili is sanctioned with a period of ineligibility of forty (40) months. The period of ineligibility shall start from 3 February 2020 which is the date of collection of Mr. Safaa Rashid Al-Jumaili's sample.
6. All competitive results obtained by Mr. Ahmed Al-Hussein at the Western Asia Championship in Dubai, United Arab Emirates, with all resulting consequences (including forfeiture of any medals, points, and prizes) are disqualified.
7. All competitive results obtained by Mr. Salwan Jasim Abbood Alaifuri and Mr. Safaa Rashid Al-Jumaili at the 5<sup>th</sup> International Fajr Cup in Rasht, Iran, with all resulting consequences (including forfeiture of any medals, points, and prizes) are disqualified.

8. All competitive results obtained by Mr. Ahmed Al-Hussein, Mr. Salwan Jasim Abbood Alaifuri and Mr. Safaa Rashid Al-Jumaili from the date of sample collection until the date of their provisional suspension are disqualified with all resulting consequences (including forfeiture of any medals, points and prizes).
9. (...).
10. (...).
11. All other motions or prayers for relief are dismissed.