DECISION of the FEI TRIBUNAL
dated 8 June 2022

CASE NUMBER: C22-0013
MR SIMONE COATA (PR)

FEI Tribunal Hearing Panel:
Ms Diane Pitts

FEI Tribunal Reference: C22-0013

Case 1: 2022/BS02
Person Responsible/ID/NF: Simone COATA/10006994/ITA
Horse/Passport: VAJA HOY/104UK14/ITA
Event/ID: CSI4*-W-Abu Dhabi (UAE), 06-09.01.2022,
2021_CI_0176_S_S_01
Prohibited Substance(s): chlorpromazine sulfoxide
Bar Code No.: 5607222

I. Introduction

1. This Settlement Agreement pertains to: FEI CASE 2022/BS02-VAJA HOY. In respect of this case, the FEI notified Mr Simone Coata that a violation of Article 2.1 of the Equine Anti-Doping Rules¹ (the EADRs) - the Presence of a Prohibited Substance and/or its Metabolites or Markers in a Horse’s Sample - had occurred. The FEI notified Mr Coata of the respective charges in his capacity as the Person Responsible (the PR) for the case entitled 2022/BS01 VAJA HOY.

Applicable Rule Provisions:

¹ FEI Equine Anti-Doping and Controlled Medication Regulations 3rd edition, effective 1 January 2021.
II. Factual background

2. Mr Simone Coata (FEI ID 10006994) is the PR in accordance with Article 118.3 of the FEI General Regulations, and he is a rider in the discipline of Jumping for Italy.

3. The Fédération Equestre Internationale (the FEI) together with the PR, (the Parties), is the sole IOC recognised international federation for equestrian sport. The FEI is the governing body of the FEI equestrian disciplines (Dressage, Jumping, Eventing, Driving, Endurance, Vaulting, Para-Equestrian).

4. The PR participated with the horse VAJA HOY (FEI ID:104UK14) (the Horse or VAJA HOY) in CSI4*-W-Abu Dhabi (UAE), 2021_CI_0176_S_S_01 between 6-9 January 2022 (the Event). The PR/APR was a member of the Italian Equestrian Federation (the ITA-NF), the latter being a member of the FEI, thus the PR/APR was bound by the FEI EADCMRs (the EADCMRs).

5. The Horse was selected for Sample Collection on 8 January 2022. Blood samples were collected from the Horse and sent to the FEI approved Racing Laboratory, The Hong Kong Jockey Club, Sha Tin, Hong Kong, China, (the Laboratory), for analysis.

6. The analysis of the blood samples revealed the presence of chlorpromazine sulfoxide, a metabolite of chlorpromazine, which is a sedative used as a sedative, an antihistamine, to lower blood pressure and an antipsychotic. It is classified as a Banned Substance under the FEI Equine Prohibited Substances List.

2 FEI Equine Anti-Doping and Controlled Medication Regulations 3rd edition, effective 1 January 2021.
The positive finding of chlorpromazine sulfoxide in the Horse’s Sample gives rise to an Anti-Doping Rule Violation under Articles 2.1 and 2.2 of the FEI Equine Anti-Doping Rules (EADRs).³

By Notification Letter dated 31 January 2022, the FEI informed the PR along with the ITA-NF of a violation of Articles 2.1 and 2.2 (The Presence of a Banned Substance and/or its Metabolites or Markers in a Horse’s Sample and/or the Use of a Banned Substance and/or Banned Method) of the EADR based on the Laboratory’s adverse analytical finding (the AAF) of chlorpromazine sulfoxide in the Horse’s Sample collected at the Event.

In accordance with Article 7.4.1 of the EADRs, the PR was provisionally suspended, as of the date of notification, 31 January 2022. On the same day, the Horse was provisionally suspended for two (2) months until 30 March 2022.

The FEI informed the PR via Notification Letter dated 31 January 2022 of his right to provide an explanation. The PR provided his initial explanation on 22 February 2022. The PR was also informed of his right to request the Horse's B Sample to be analysed. The PR asked for the B sample to be analysed and such analysis confirmed the findings of the A sample analysis.

On 14 March 2022, the PR requested the lifting of the provisional suspension. The FEI replied to that request on 22 March 2022 and a hearing was held on 30 March 2022. The FEI Tribunal (the Tribunal) in its preliminary decision, lifted the provisional suspension in accordance with Article 7.4 (ii) EADRs, as of 1 April 2022, since the FEI Tribunal found that the PR had established on a balance of probabilities the source of the AAF and that, based on the evidence presented, he bore no fault or negligence for the rule violation since the circumstances that arose were not reasonably foreseeable to create an EADR Violation, and that therefore the ineligibility period is likely to be eliminated.

III. Procedural background in front of the FEI Tribunal

By email dated 24 May 2022, the FEI submitted to the Tribunal the Settlement Agreement signed by all Parties on 23 May 2022.

On 27 May 2022, the Parties were informed of the nominated Hearing Panel.

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⁴ FEI Settlement Agreement- Exhibit 3, PR’s letter to the FEI.

⁵ FEI Settlement Agreement-Exhibit 5, Request to lift the Provisional Suspension from Morgan Sports Law.

⁶ Decision of the FEI Tribunal dated 1 April 2022.
appointed to address this case and afforded the opportunity to submit objections to the constitution of the named panel by 1 June 2022.

14. On 27 May 2022, the FEI and the PR confirmed they had no objections to the composition of the Hearing Panel.

IV. The Parties’ Submissions: PR

15. Following the FEI’s Notification Letter of 31 January 2022, the PR provided his written submissions on the 21 February 2022, wherein he explained how the Prohibited Substance entered the Horse’s body. In short, the PR explained that the Horse was administered chlorpromazine sulfoxide by a Horse Flight Company (HFC) when travelling abroad to the Event. The administration took place before take-off. The PR did not give permission for the administration of this medicine and had no knowledge of same until after the Event (and not until he started to investigate the AAF after notification from the FEI).

16. The HFC submitted that:

- As soon as the Horse was loaded at the ground station, and closed in her container, she started to display anxiety, kicking and slamming herself against the wall, in an uncontrollable manner;
- HFC was very concerned that VAJA HOY would injure herself. They felt there was no other choice but to administer chlorpromazine sulfoxide to the Horse to calm her down. This was done for the Horse’s best interest;
- The chlorpromazine sulfoxide was kept on board the aircraft and 5 cc of the substance were administered to the Horse shortly after it was loaded into the stall;
- The HFC did not inform the PR of this administration, nor ask for his permission.

V. The Parties’ Submissions: FEI

17. The FEI stated that in order to verify the science in this case they checked with both the Veterinary Department and external experts, who concluded that the administration of the chlorpromazine sulfoxide and the timing of such administration could account for the finding of chlorpromazine sulfoxide in the Horse7.

18. The FEI therefore considered that the explanation provided as to the source of the Banned Substance was likely to account for the AAF present in the Horse. Consequently, the FEI was satisfied that the PR

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7 FEI Settlement Agreement- Exhibits 6d-6f
had clearly established how the chlorpromazine sulfoxide entered the Horse’s system.

19. The FEI also noted that the Tribunal, in its preliminary decision dated 1 April 2022, found that the PR had established the source of the AAF.

20. The FEI was therefore satisfied that the PR established, on a balance of probabilities, how chlorpromazine sulfoxide entered the Horse’s system.

**Fault and Negligence for the rule violation**

21. In evaluating the PR’s level of fault or negligence, if any, for the Rule Violation under Article 2.1 of the EADR, the FEI took into account in particular the following considerations that the PR had explained in his statement which can be summarised as follows:

- That he had worked with horses since he was a child. Furthermore, that his father and grandfather also worked with horses and growing up, they had a family stables, with around 90 horses;
- He takes his responsibilities as a rider very seriously. After an FEI rule violation in 2013, he took extra care to ensure he was educated on the rules;
- He was very familiar with the FEI rules on human and equine anti-doping. He had the FEI clean sport app on his phone, and he was always up to date with any training or educational materials provided by the FEI on this subject;
- At his stables, they have excellent anti-doping protocols in place to minimise any risk of accidental administration or contamination;
- He stated that the hygiene practices were exemplary, they clean stalls frequently and thoroughly, and ensure all equipment is thoroughly washed down;
- They only ever work with FEI experienced veterinarians, and he kept a clear log of all medication administered to horses and made sure it was labelled and stored in a locked cabinet;
- Medication was never administered by grooms, only by veterinarians with the required education and training;
- The feed was only ever purchased from reputable suppliers, and it was carefully stored in sealed containers;
- They kept a visitor log, so they know who has been in contact with the horses;
- The staff receive training on appropriate stable practices (including being informed that they must not urinate in stables);
- They only work with staff who take the FEI rules seriously and they personally ensure they are knowledgeable about the FEI rules and their anti-doping protocols;
- The PR chose HFC because of their excellent reputation. HFC has
transported his horses many times before, including quite recently without issue, so he was confident that there would be no problem on this occasion. HFC's reputation was particularly important to him, as it was VAJA HOY’s first flight and he was aware that she had a tendency to travel badly, whenever travelling by road;

- He took several steps to minimise any potential risk, such as paying extra for a full container space for VAJA HOY and another horse she was familiar with so that they could comfortably travel together. He also asked many times if VAJA HOY’s own groom could travel with the Horse, but this was not possible due to internal policies and covid-19. HFC reassured him of the competence of their own grooms;
- He does not know what more he could have done to further reduce the risk on this occasion. For horses to compete at the highest level they must fly and what happens on the flight was completely beyond a rider's control. He believed there was nothing more he could have done to protect VAJA HOY from this occurring.

22. The FEI noted that the Tribunal in its preliminary decision found that: “the PR has established the source of the banned substance and also that the PR exercised reasonable caution in securing the transport of the Horse and could not reasonably have known or suspected that [HFC], an experienced and reputable Horse Transporting Company, would administer a banned substance not authorized for use in the Netherlands, from where the Horse was to be transported. The PR took additional precautions to duplicate the normal hauling experience for the Horse and was reasonably entitled to rely on the quality of the transportation company. Taking into account the precautions taken, the circumstances that arose were not reasonably foreseeable to create an EADR Violation.”

23. The FEI concluded that the PR has established that he bore no fault or negligence for the EADR violation and the period of ineligibility should therefore be eliminated in accordance with Article 10.5 EADR.

24. The FEI submitted that in accordance with EADR Articles 9.1 and 10.1.2 the results achieved by the PR and the Horse at the Event are disqualified, with all resulting consequences, including forfeiture of any related medals, points and prizes, regardless of the level of fault. As the case is concluded with a Settlement Agreement the FEI does not seek any contribution to the legal costs.

VI. The Decision

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8 FEI Settlement Agreement- Exhibit 7
25. Agreement between the Parties:

***Quote***

NOW, THEREFORE, THE PARTIES HAVE AGREED (SUBJECT ONLY TO THE APPROVAL OF THE FEI TRIBUNAL) TO THE FOLLOWING TERMS FOR THE CLOSURE OF THE PROCEEDINGS:

Article 10.8.2 of the EADR permits for an agreement between the parties, subject to FEI Tribunal approval.

In the matter of the AAF related to the Sample, which was collected from the PR’s horse VAJA HOY at the CSI4*-W-Abu Dhabi, UAE, on 8 January 2022, the PR, Mr Simone Coata, and the FEI agree in accordance with 10.8.2 EADR on the following:

- a. The PR admits the violation of Article 2.1 EADR (The presence of a Banned Substance and/or its Metabolites or Markers in a Horse’s Sample);
- b. The PR established on a balance of probabilities how Chlorpromazine sulfoxide entered the Horse’s system;
- c. The PR has established that he bore no fault or negligence for the rule violation in accordance with Article 10.5 EADR;
- d. The period of Ineligibility imposed on the PR shall therefore be eliminated;
- e. The results achieved by the PR and the Horse at the Event are disqualified, with all resulting consequences, including forfeiture of any related medals, points and prizes, in accordance with EADR Articles 9.1 and 10.1.2;
- f. The PR shall not incur any fine;
- g. The PR shall bear the cost of the B sample;
- h. Each party will bear its own legal and other costs incurred in connection with these proceedings;
- i. No other Sanctions will apply in this case;
- j. In accordance with Article 10.9.2 of the EADR, this violation of the EADR shall not be considered a prior violation for the purpose of Article 10.9 (Multiple Violations) of the EADR.

This agreement is made in accordance with Article 10.8.2 of the EADR and is subject to the approval of the FEI Tribunal. The Parties hereby kindly request that the FEI Tribunal issue a Decision incorporating the terms of this agreement.

Consequently, it will be communicated to the Parties with a right of appeal in accordance with Article 13.2 of the EADR.
The parties acknowledge and agree that pursuant to Article 14.3 of the EADR, the Decision will be made public by the FEI.

The terms set out in this agreement have been agreed as a full and final settlement of all claims relating to the subject-matter of these proceedings. Accordingly, any and all other claims for relief that any party might otherwise have made against another in relation to the subject-matter of these proceedings are released and discharged unconditionally, and they may not be pursued in any form hereafter.

*** End Quote***

VII. Approval of Agreement

26. Having reviewed the Case Summary, the Full Reasoning for the Agreement and the terms of the Agreement, the Tribunal takes note that the Parties agree the PR has established, on a balance of probability, how chlorpromazine sulfoxide entered the Horse’s system and consequently was present in the samples taken from the Horse.

27. The Tribunal acknowledges that the PR and the FEI have agreed on terms for the closure of proceedings in accordance with Article 10.8.2 of EADR as detailed at paragraph 25 of this Decision.

28. The Tribunal wishes to emphasise that it did neither evaluate whether the PR has met the burden of proof regarding the source of the Prohibited Substance, nor his degree of fault. Furthermore, the Tribunal highlights that the present agreement does not constitute jurisprudence, and as such when reviewing it did not consider previous case law.

29. To conclude, the Tribunal finds that the Agreement between the Parties could be considered as within the consequences that are mandated by the EADRs.

30. Therefore, and in accordance with the mutual consent of the Parties, the Tribunal hereby directs the Parties to fully comply with all the terms of the Agreement, and to revise the results, including team results if applicable, of the Event accordingly. Further, this Decision shall terminate the present cases 2022/BS02- VAJA HOY.

VIII. Decision

31. The Tribunal rules that the Agreement reached between the FEI and the PR, Mr Simone Coata concerning the cases 2022/BS02-VAJA HOY is hereby
ratified by the Tribunal with the consent of the Parties, and in the terms set out in Section VI above, which are incorporated into this Decision.

32. This Decision is subject to appeal in accordance with Article 13.2 of the EADRs. An appeal against this Decision may be brought by lodging an appeal with the Court of Arbitration for Sport (CAS) within twenty-one (21) days of receipt hereof.

33. This Decision shall be notified to the PR, to the Secretary General of the ITA-NF of the PR, and to the FEI.

34. This Decision shall be published in accordance with Article 14.3 of the EADRs.

IX. DECISION TO BE FORWARDED TO:

a. The Parties: Yes
b. The Secretary General of the NF of the person sanctioned: Yes
c. Any other: No

FOR THE FEI TRIBUNAL

Ms Diane Pitts (USA), One-Member Panel