

DECISION of the FEI TRIBUNAL

dated 15 February 2024.

in the matter of

Mr. LUKAS BUCKEL (PR)

FEI Tribunal Hearing Panel: Mr José A. Rodriguez Alvarez

FEI Tribunal Reference: C23-0050

FEI Case Number: 2023/CM11

Horse/Passport: ANG ILOVENY/107KB17/CHI

Person Responsible/ID/NF: Lukas BUCKEL/10018248/CHI

Trainer/ID/NF: Lukas BUCKEL/10018248/CHI

Event/ID: CEI2* 120 - Llay Llay (CHI), 09.09.2023, 2023_CI_1707_E_S_02

Date of sample collection: 09.09.2023

Prohibited Substance(s): Phenylbutazone, oxyphenbutazone, firocoxib

Bar Code Nos.: 5636675

I. Introduction

1. This Settlement Agreement pertains to the FEI cases 2023/CM11 ANG ILOVENY. In respect of this case, the FEI notified Mr. Lukas BUCKEL that a violation of Article 2.1 of the Equine Controlled Medication Rules - the Presence of a Controlled Medication Substance and/or its Metabolites or Markers in the Horses' Samples had occurred. The FEI notified Mr. Buckel of the respective charges in his capacity as the Person Responsible (the **PR**) and the Trainer (the **APR**) for the case entitled 2023/CM11 ANG ILOVENY. As the PR and APR are the same person, this Decision will reference the term PR throughout this Decision to cover the joint capacity of the person concerned.

2. Applicable Rule Provisions:

Statutes 24th edition, effective 17 November 2021 (the **Statutes**).

General Regulations, 24th edition, 1 January 2020, updates effective 1 January 2022. (the **GRs**).

Internal Regulations of the FEI Tribunal, 3rd Edition, 2 March 2018 (the **IRs**).

FEI Equine Anti-Doping and Controlled Medication Regulations, 3rd edition, effective 1 January 2023 (the **EADCMRs**). As only the FEI Equine Controlled Medication Rules (**ECMRs**) apply in the present case, reference will be made hereinafter only to this second chapter of the EADCMRs.

II. Factual background

3. Mr Lukas BUCKEL (FEI ID 10018248) the PR in accordance with Article 118.3 of the GRs, is an Athlete and Trainer in the discipline of Endurance for Chile for the Horse ANG ILOVENY/107KB17/CHI (the **Horse**) in the CEI2* 120 - Llay Llay (CHI), 09.09.2023, 2023_CI_1707_E_S_02 (the **Event**).
4. The Fédération Equestre Internationale (the **FEI**) 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 and Para-Equestrian).
5. The PR and the FEI will be jointly referred to as the Parties where applicable.

6. The PR is a member of the Equestrian Federation of Chile (the **CHI-NF**), the latter being a member of the FEI, thus the PR was bound by the EADCMRs.¹
7. The Horse was selected for Sample Collection on 9 September 2023. Urine and blood samples were collected from the Horse and sent to the FEI approved Laboratory, the LGC Newmarket Road Laboratory (the **LGC**), in Fordham, Cambridgeshire, UK, (the **Laboratory**) for analysis.
8. The analysis of the A sample reported an adverse analytical finding (an **AAF**) for Phenylbutazone, Oxyphenbutazone and Firocoxib. Phenylbutazone is a non-steroidal anti-inflammatory medication used to relieve pain, inflammation and to control fever. Oxyphenbutazone is a metabolite of Phenylbutazone. Firocoxib is a non-steroidal anti-inflammatory medication used to relieve pain and inflammation. The substances are classified as Controlled Medication Substances under the FEI Equine Prohibited Substances List. Controlled Medication Substances are substances that are prohibited in-competition only.
9. The positive finding of Phenylbutazone, Oxyphenbutazone and Firocoxib in the Horse's sample gave rise to a Rule Violation ("RV") of Article 2.1 of the ECMRs.
10. By Notification Letter dated 2 October 2023, the FEI informed the PR and the CHI-NF of an alleged violation of Article 2.1 (*The Presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse's Sample*) and Article 2.2 (*the Use of a Controlled Medication Substance and/or Controlled Medication Method*) of the ECMRs based on the Laboratory's AAF's of Phenylbutazone, Oxyphenbutazone and Firocoxib in the Horse's sample collected at the Event.
11. In accordance with Article 7.4.1 of the ECMRs the PR was provisionally suspended as two non-specified Controlled Medication Substances (and one metabolite) were present in the Horse's Sample.
12. The PR was also provided with the right to request the B Sample analysis of the positive samples. The PR did not exercise his right to a B Sample analysis. According to Article 7.1.4(c) of the ECMRs, the right to promptly request the B Samples analysis was given and by failing such request the B samples analysis was deemed as waived.

Moreover, by way of the Notification Letter, the PR was informed of his right to either admit the violations and accept the consequences proposed by the FEI (a period of ineligibility of three months and a fine of CHF 2,500) or to provide an explanation

¹ FEI Equine Anti-Doping and Controlled Medication Regulations 3rd edition, effective 1 January 2023

for the Controlled Medication Substances found in the Horse 2 within 20 days of notification of the Notification Letter.

13. Following the FEI's Notification Letter of 2 October 2023, the PR provided his written submission to the FEI on 22 October 2023, the particulars of which are set out at section IV (a), and thereafter led to this Settlement Agreement between the Parties.

III. Procedural background in front of the FEI Tribunal

14. By email dated 5 December 2023, the FEI submitted the Settlement Agreement to the FEI Tribunal (the **Tribunal**) signed by the PR on 5 December 2023. The Tribunal understands that this Settlement Agreement was reached on the basis of Article 10.8.2 of the ECMRs following further exchanges between the Parties after the Notification Letter dated 2 October 2023 was sent. The FEI requested for the Tribunal to issue confirmation of the Settlement Agreement imposed on the PR.
15. On 13 December 2023, the Parties were informed of the nominated Hearing Panel appointed to address this case and afforded the opportunity to submit objections to the constitution of the named panel by 18 December 2023.
16. On 13 December 2023 and 3 January 2024, the FEI and the PR respectively, confirmed that they had no objections to the composition of the Hearing Panel (albeit the PR did not respond within the deadline to do so).

IV. The Parties' Submissions:

a) The Submissions of the PR:

17. Following the FEI's Notification Letter dated 2 October 2023, the PR provided his written submissions wherein he explained how the Prohibited Substances entered the Horse which is summarised below.
18. At the outset the PR explained that since the age of 5 years old he had dedicated his whole life to equestrian sport and commenced endurance training at 11 years old. The PR confirmed that he was member of the FEI since 2006 and participated in the Young Rider World Championship in 2007, the Pan American Games in 2011 and 2013 and the Endurance World Championship in 2023.
19. The PR stated that since 2017 he held an elite status with the FEI, maintained strict sport ethics and had never committed any breach of the FEI Regulations until these proceedings.

20. He explained that on learning that the sample taken from his Horse contained Controlled Medications, he was very surprised and therefore conducted an exhaustive investigation into the care, management and health controls that are followed at the Angostura Breeding Farm in order to establish the source of the AAF.
21. The PR detailed that Angostura Breeding Farm is located in the Libertador General Bernardo O'Higgins Region in Chile, owned by the PR's father. There are currently 30 horses of Arabian and Chilean breeds at the farm owned by 4 different Owners and the farm is located on a land of several hectares surrounded by terrain favourable for training of the horses. The PR explained that the farm has all the required facilities for the stay, care, maintenance and training of horses.
22. In respect of the Support Personnel, the PR confirmed that the farm employs four members of Support Personnel, namely, Ms. M.P.V., a dedicated veterinarian who fully oversees the health, feeding and care plans for all the horses; Mr. C.G., a trainer of all the endurance horses at the farm since 2009 (with over 20 years of experience in the discipline of endurance); Mr. B.G., assistant trainer; Mr. R.P. , who was in charge of the grooming of all the horses; and Mr. H.B., the Owner of the farm supervised everything related to the proper operation of the breeding farm.
23. The PR also confirmed that the Horse was an 11-year-old Arabian mare who had been participating in FEI Competitions in Endurance since 2021. Apart from a veterinary intervention in March 2023 and full recovery thereafter, the Horse had not undergone any other veterinary treatments prior or during the Event and was approved to participate in the Event by the designated veterinarian in the days leading up to the Event.
24. The PR provided an Expert Report which was prepared by Dr. C.C.A., (a specialist in legal medicine and pathological anatomy with a master's degree in bioethics and former Director of Legal Medicine at the University in Chile); Mr. A.J.P.H., a veterinary physician, jockey trainer and FEI Permitted Treating Veterinarian; and Mr. P.A.T., an attorney and a specialist in investigations and administrative procedure. The PR explained that the latter experts carried out various investigative procedures, i.e. interviews with the entire team at the Angostura Breeding Farm and the driver who transported the horses to the Event venue; review of the veterinary reports; visit to the facilities of the farm; recording of the farm's facilities and reconstruction of the procedures of feeding and transfer of the horses between the pens and mangers; review of the pharmacological literature and of the vitamin and feed supplements consumed by the horse. These inquiries were carried out in order to ascertain how

the Prohibited Substances entered the body of the Horse. Further to these investigative procedures, it was discovered that the Source of the Prohibited Substances (Phenylbutazone (and its metabolite Oxyphenbutazone) and Firocoxib) was ingested by the Horse on 8 September 2023, during the feeding process wherein an involuntary crossing of feed buckets occurred containing the feed destined for two different mares.

25. The PR confirmed that the investigations revealed that one feed bucket contained feed for the mare Quintrala, who was under veterinary prescription for oral administration of "Previcox" (containing Firocoxib) and "Equus" (Phenylbutazone) and the other feed bucket contained feed and grass only, for the Horse.
26. The PR confirmed that the Horse was healthy and without injuries or ailments in the days before and during the Event. The Horse also had no veterinary concerns that would require the use of medications. The Horse was furthermore, as per the standard practice, checked by the designated veterinarian on 5 September 2023 and was cleared to compete in the Event. Concurrently, on 5 September 2023, it was detected that the horse Quintrala was in discomfort. The designated veterinarian evaluated the horse and prescribed the treatment with "Previcox" (Firocoxib). Since the discomfort persisted, Quintrala was again evaluated by the designated veterinarian who additionally prescribed Phenylbutazone, both to be administered orally once a day. Phenylbutazone was delivered by the designated veterinarian on 7 September 2023.

Subsequently, Quintrala was administered with both medications on 8 September 2023 and was the only horse on the farm that received both medications corresponding to the AAF in the Horse. Additionally, Quintrala's stable was located next to the Horse under question and both horses were fed together in the morning of 8 September 2023 prior to the Horse's departure to the Event.

27. Furthermore, the PR recalled that on the morning of 8 September 2023, Quintrala received the combined medications for the first time, and this was the only opportunity for the feeding buckets to have been mixed. At feeding time, the buckets were prepared individually, according to the guidelines indicated for each horse and were placed in position according to the distribution procedure. However, the PR explained that usually three buckets of feed were carried to the stables on each trip (due to the weight and distance, it was not possible to carry more), the possibility of mixing the buckets was possible. Taking into account the metabolism and pharmacokinetics of both medications, the PR submitted that it was coherent that these controlled medications would still be detectable in the Horse's blood the next day i.e., on 9 September 2023.

28. Moreover, the PR noted that as both horses are endurance horses, they received feed mixed with vitamins of similar appearance. During the investigation process, the PR explained that a sample test was conducted combining vitamins and feed with medications in one bucket and combining feed and vitamins only in a different bucket; and that notably there was no change in colour or smell observed and therefore it was not possible to differentiate between the medicated and non-medicated feed bucket. Consequently, the crossing of the feed buckets that occurred on the morning of 8 September 2023, was deemed as a deviation from the standard of behaviour expected of the Support Personnel at the farm, whom the PR had always instructed to proceed with great diligence and care in each of their tasks.
29. Therefore, taking into account the investigative particulars reported so far, the PR concluded that an involuntary and unforeseen error or accident occurred, despite all the measures in place aimed at the correct execution of the task of feeding and administering medications.
30. The PR provided testimonials by the following persons: Ms. E.H., judge and jockey of the FEI; who attested to the PR's unwavering commitment to the sport, his deep respect and love for horses and unquestionable sport ethics; Ms. V.M.G., the General Administrator of the Endurance Chile, who attested to the skills, commitment, good practices and professionalism; Mr. C.G., the trainer of all the endurance horses at the farm; Mr. A.L., an Endurance competitor, who attested to the skills, commitment, good practices and professionalism of Mr. C.G., the trainer of all the endurance horses at the farm; Mr. F.S.G., President of the Board of Directors of the Equestrian Enduro Association of Chile in support of Ms. M.P.V., the dedicated veterinarian at the farm, who attested that the PR was a highly competent and outstanding professional in equine sports medicine in Chile. Moreover, written Statements were also provided by the following persons: Ms. M.P.V., the dedicated veterinarian at the farm; Mr. C.G., the trainer of all the endurance horses at the farm; Mr. B.G., the assistant trainer; Mr. R.P., the groom; Mr. M.A.R., the driver.
31. The PR also submitted a dispatch guide which attested to the transport services provided by Mr. M.A.R.; Mr. F.A.L.G., trainer of the Chilean horse at the farm competing in rodeo; Mr. L.H.P.G., the assistant trainer of the Chilean horses at the farm. General and Anti-Doping Measures at the Farm The feed is prepared by Mr. C.G. in individual buckets for each horse, according to the feeding plan determined by the designated veterinarian. The feed was distributed by Mr. C.G. and/or his assistant according to a pre-determined order; the feed buckets are thoroughly washed after each feeding; in case of any health concerns, whether illness,

discomfort or injury, the designated veterinarian would be immediately called and was the only person who determined the care and medication treatments. The designated veterinarian also conducted on a routine basis, two routine controls per week in order to prevent and plan the care and management of the horses.

32. The PR also stated that participation of a horse in a competition was determined by a joint decision between the rider, Mr. C.G. and the designated veterinarian. The designated veterinarian would evaluate the horses in the days before the competition to establish if they were in an adequate condition to take part in the competition. The PR stated that a horse cannot take part in a competition without veterinary clearance by the designated veterinarian and it was strictly forbidden to administer medications without review and prescription by the designated veterinarian. If such treatment was prescribed by the designated veterinarian, Mr. C.G. would oversee its administration in order to assure that it complied with the prescribed treatment. The PR stated that administering a medication without medical justification and instructions of the designated veterinarian presented grounds for immediate dismissal of an employee. He furthered that medications are not stored at the farm on stock, except for those that are being administered to a horse undergoing a current treatment.
33. The PR highlighted that some additional considerations are taken into account insofar as a medical prescription is required to obtain Phenylbutazone and Firocoxib. In addition, their sale by units is prohibited. The Horse's feeding plan and the Technical Data Sheet of each product was reviewed for any Prohibited Substances. No feed or nutrients contain the substances in question or any other Prohibited Substance according to the FEI Regulations. Following interviews with the Support Personnel, the PR confirmed that no medication was administered to the Horse in the days before the Event, during the transportation to the Event or during the Event, nor administered by a third party.
34. In conclusion, the PR confirmed that there was no intent by the PR or the Support Personnel behind the Horse's ingestion of the Prohibited Substances. The PR submitted that he was diligent in the care of the Horse and entrusted the management of the Horse to reputable people with substantial experience and unquestionable ethical conduct. The PR maintained that he had always informed his Support Personnel of the FEI Rules on Prohibited Substances and prohibited administration or use of Controlled Medications in horses without prescription by the designated veterinarian for those that are planned to participate in competitions. Therefore, the PR stated there was no intentional administration of the Prohibited Substances to the Horse.

b) The Submissions of the FEI:

35. The FEI submitted that according to the FEI List of Detection Times, the detection time for Phenylbutazone, when administered orally, was 7 days. Additionally, according to the FEI List of Detection Times, the detection time for Firocoxib when administered orally is 14 days. The FEI therefore acknowledged that it was scientifically plausible that the AAF resulted from the ingestion of the medicated feed in the morning of 8 September 2023, the day before Sample Collection.
36. The FEI further acknowledged that the PR conducted a thorough and exhaustive investigation in order to determine how the Prohibited Substances entered the body of the Horse. The submitted explanation of the source of Phenylbutazone, Oxyphenbutazone and Firocoxib was in the FEI's opinion well substantiated by the submitted expert report, veterinary records, feeding plans, written statements by the PR and his entire Support Personnel and other relevant documents.
37. The FEI was therefore satisfied that the PR established, on a balance of probabilities, how Phenylbutazone, Oxyphenbutazone and Firocoxib entered the Horse's system, i.e., that that the Controlled Medication Substances were inadvertently administered out of competition i.e., when their use was allowed, thus the FEI will not pursue further the Rule Violation under Article 2.2 of the ECMRs.
38. The FEI submitted that when evaluating the PR's level of fault or negligence, if any, for the Rule Violation under Article 2.1 of the ECMRs, the FEI took into account in particular the following considerations:
 - (a) In order for the Persons Responsible to establish that they bear No Fault or Negligence for the Rule Violation, they would need to demonstrate "that they did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that they had administered to the Horse, or the Horse's system otherwise contained, a Banned or Controlled Medication Substance or they had Used on the Horse, a Banned or Controlled Medication Method or otherwise violated an EAD or ECM Rule..." [EADCMRs];
 - (b) In addition, Art. 10.5 of the ECMRs states that No Fault or Negligence for the Rule Violation does not apply in cases of: " Administration of a Controlled Medication Substance by the Person Responsible's veterinary personnel or member of the Support Personnel without disclosure to the Person Responsible. Persons Responsible are responsible for their choice of

veterinary personnel and Support Personnel and for advising veterinary personnel and Support Personnel that the presence of a Controlled Medication Substance in a Horse's system is forbidden during an Event without a valid Veterinary Form".

39. The FEI also submitted that in their opinion, utmost caution had not been exercised in the present case and that the stable measures surrounding the oral administration of medications, when prescribed by the designated veterinarian, could be further improved thus minimising the possibility of human error. The FEI stated that established practices in that regard are, amongst others: feeding the horses on medications in a separate "treatment" box; having designated feed buckets for each horse with the feed buckets marked with the horses' names; having feed buckets of distinct colour (for example red) for horses on medications; preparing the medicated feeds as the last ones after all the other horses had already been fed and that such simple measures significantly reduce the possibility of human error.
40. Taking the latter into account, the FEI submitted that the No Fault or Negligence criteria could therefore not be applied in this case. Nonetheless, the FEI commended the PR, the owner and the entire team at the Angostura Breeding Farm for an otherwise a well-run, organised and professional stable where horse welfare was at the forefront. The FEI also acknowledged that it had been well substantiated that several anti-doping and medication control measures were in place in order to protect the horses' welfare and to prevent a positive finding under the EADCMRs.
41. The FEI accepted that it has been established that the AAF was a result of human error i.e., an inadvertent administration of Controlled Medication Substances to an otherwise healthy horse. The FEI submitted that human errors cannot be fully mitigated however taking into account the totality of circumstances of the case, particularly the inadvertent administration of Controlled Medication Substances by the PR's Support Personnel amidst the otherwise well-established stable operations to prevent any FEI RV. The FEI considered that the PR had, on a balance of probabilities, established that he bore no significant fault or negligence for the Rule Violation in accordance with Article 10.6 of the ECMRs and that his level of fault was light, warranting sanctions of the lower range. Consequently, the FEI requested that the otherwise applicable Period of Ineligibility of six (6) months shall be reduced to one (1) month.
42. The FEI also noted that the already served provisional suspension shall be credited against the Period of Ineligibility. As the PR had already been provisionally

suspended for 1 month before lifting the provisional suspension by the Tribunal; the PR will not effectively serve any additional suspension following the approval of the Settlement Agreement Decision of the Tribunal.

43. The FEI submitted that fairness does not dictate that no fine be levied in this case and duly requests that a fine be imposed on the PR. In this regard, the FEI made reference to the FEI Guidelines for fines and contributions towards legal costs provide guidance on the appropriate fines and legal costs for Controlled Medication and Banned Substance cases taking into account the level of Fault/Negligence, multiple violations, aggravating circumstances, if present etc. For a first time Controlled Medication Substance Rule Violation with a reduction of the Ineligibility Period based on no Significant Fault/Negligence, as in present case, the proposed range for the fine is between 1'000 -3'000 CHF.
44. Based on the Guidelines for fines and contributions towards legal costs, the FEI was satisfied with the PR being ordered to pay a 1'000 CHF fine. As the case is concluded with a Settlement Agreement the FEI did not request any contribution to the legal costs.

V. The Agreement between the Parties:

45. The Parties reached the following Agreement:

*****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:

46. In the matter of the Adverse Analytical Finding related to the sample, which was collected from the PR/APR's horses ANG ILOVENY at the CEI2* 120 in Llay Llay (CHI) on 9 September 2023, the Parties agree in accordance with Article 10.8.2 of the ECMRs on the following:

- a. The PR/APR admits the violation of Article 2.1 of the ECMRs (The presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse's Sample);
 - b. The PR established on a balance of probabilities how Phenylbutazone, Oxyphenbutazone and Firocoxib entered the Horse's system;
 - c. The PR bears No Significant Fault or Negligence for the Rule Violation in Case 2023/CM11 ANG ILOVENY accordance with Art. 10.6.2 of the ECMRs and the applicable period of Ineligibility shall be one (1) month, commencing as of the date of the final FEI Tribunal decision, taking into account the already served period of provisional suspension;
 - d. In accordance with Articles 9.1 and 10.1.2 of the ECMRs, 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;
 - e. The PR shall pay a fine of 1'000 CHF;
 - f. Each party will bear its own legal and other costs incurred in connection with these proceedings;
 - g. No other Sanctions will apply in this case;
 - h. This violation of the ECMRs shall be considered a prior violation for the purpose of Multiple Violations in accordance with Art. 10.9 of the ECMRs.
47. This agreement is made in accordance with Article 10.8.2 of the ECMRs and is subject to the approval of the FEI Tribunal. The Agreement will be included in a Final Decision of the Tribunal.
48. The Parties acknowledge and agree that pursuant to Article 13.3 of the ECMRs, 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.
49. This agreement is made in accordance with Article 10.8.2 of the ECM Rules and is subject to the approval of the Tribunal. The Agreement will be included in a Final Decision of the Tribunal. The agreement is not subject to appeal under Article 13 of the ECM Rules.
50. The parties acknowledge and agree that pursuant to Article 13.3 of the ECM Rules, 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.

*** End Quote***

VI. Jurisdiction

- a. The FEI Tribunal has jurisdiction over this matter pursuant to Article 38 of the Statutes, Article 159 of the GRs, the ECMRs, as well as Article 18 of the IRs.
- b. The PR is a member of the Equestrian Federation of Chile, and as such he is subject to the ECMRs.
- c. Article 10.8.2 of the ECMRs provides for agreements to be reached between parties.
- d. As a result, the Tribunal has the necessary jurisdiction to approve the Settlement Agreement and issue this Decision.

VII. Approval of the Agreement

- a. Having reviewed the case summary, the full reasoning for the Agreement and the terms of the Agreement, the Tribunal takes note that the FEI has agreed that the APR has established – on a balance of probability – how Phenylbutazone, oxyphenbutazone, firocoxib were present in the samples of Horse.
- b. The Tribunal acknowledges that the APR and the FEI have agreed on terms for the closure of proceedings in accordance with 10.8.2 of the ECMRs as detailed at Section V of this Decision.
- c. To conclude, the Tribunal finds that the Agreement between the Parties is considered as within the consequences that are mandated by the ECMRs.
- d. 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 2023/CM11 ANG ILOVENY .

VIII. Decision

- a. The Tribunal rules that the Agreement reached between the Parties concerning Mr. LUKAS BUCKEL (PR) in the case 2023/CM11, ANG ILOVENY, is hereby ratified by the Tribunal with the consent of the Parties, and its terms set out in Section V above, which are incorporated into this Decision.
- b. The Decision by the FEI to enter or not enter into a case resolution agreement, and the amount of the reduction to, and the starting date of, the period of Ineligibility and the confirmation of the case resolution agreement by the FEI Tribunal are not subject to appeal under Article 13 of the ECMRs.
- c. This Decision shall be notified to the PR, to the Secretary General of the CHI-NF of the PR, and to the FEI.
- d. This Decision shall be published in accordance with Article 13.3 of the ECMRs.

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



Mr. José A. Rodríguez Álvarez, One-Member Panel