

# Disciplinary Committee

Date: 28 May 2021

**FIFA**<sup>®</sup>

Sent to:  
Cayman Islands Football Association  
Alfredo Whittaker  
cayman.fa.gs@gmail.com

## Notification of the grounds of the Decision

Ref FDD-7923 and 7978

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by the FIFA Disciplinary Committee on 23 April 2021.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

**FIFA**



Carlos Schneider  
Head of the FIFA Disciplinary Department

Fédération Internationale de Football Association

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# Decision of the Disciplinary Committee

passed on 23 April 2021

## COMPOSITION:

Mr. Anin Yeboah, Ghana (Chairman)  
Mr. Yasser Al-Misehal, Saudi Arabia (Member)  
Mr. Jorge Ivan Palacio, Colombia (Member)

## RESPONDENTS:

Cayman Islands Football Association  
Alfredo Whittaker, official

## Regarding:

Article 11. par. 1 of the FDC – Offensive behaviour and violations of the principles of fair play (2019 ed.)

Article 12 of the FDC – Misconduct of players and officials (2019 ed.)

Article 16 of the FDC – Order and security at matches (2019 ed.)

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the FIFA Disciplinary Committee has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 29 March 2021, in the context of the Preliminary Competition of the FIFA World Cup Qatar 2022™, European Zone, a match was played between the representative teams of the Cayman Islands and Canada in Bradenton (USA).
3. In this context, according to the Match Commissioner's report, the following incidents occurred (free translations from Spanish):

*"The match date was planned on 28 March 2021 but has been postponed to 29 March 2021 because the Team Manager, Alfredo Whittaker, from Cayman Islands FA, sent incorrect PCR tests of the local Players and Team Officials, he sent antigens tests instead of the required PCR tests in the regulations. He therefore put at risk the integrity and safety of all players, officers, referees (...)"*

*"(...) I consider a lack of ethics towards how Mr. Whittaker acted because as head of the host federation, he knew that the tests must be PCR. It is important to note that the host federation is responsible for designating a laboratory where performing PCR tests, and is responsible for ensuring that members of their delegation know and comply with the measures. "*

*"(...) for that reason, the Match Officials and the Match Commissioner had to take an additional PCR test, a task done without the support of [Mr. Whittaker], who did not provide the transportation service for the Match Officials and the Match Commissioner to take the PCR tests required (...)"*

*"Mr. Alfredo Whittaker has not shown concern and seriousness for the PCR tests that are required to be able to carry out the match. Even when I insisted with the support to go as soon as possible to carry out my test, he told me that if that was my concern the match can be carried out without the Commissioner"*

In addition, the Match Commissioner noted that Mr. Whittaker did not act as a responsible host team manager and did not commit to the good organization of the match – the match logistics having been poorly organized.

*"(...) Mr. Whittaker shown no commitment to the completion of the match, nor responsibility towards his tasks as local organizer. He did not provide support in the logistics of the match. In the MCM it was agreed that a member of each team would support with the ball boy function to ensure that the person in the field had a negative PCR, and he did not comply with it. Only the visiting team complied with this."*

Finally, the Match Commissioner stated that she had to reiterate several times that the passport control list be sent signed, to which Mr. Whittaker's answer was made in a challenging manner.

*"(...) there was not good communication with the Team Manager, Alfredo Whittaker, whom displayed a bad attitude when the Match Commissioner requested the Passport checking list. Also, when a review of the playing kits was requested after a change was made by the local team and, despite it has been communicated in time to the Team Manager, Alfredo Whittaker, it was missing the substitution board and no ball person support was given by the local team as agreed prior the match."*

4. On 31 March 2021, in view of the foregoing, disciplinary proceedings were opened against the Cayman Islands Football Association with respect to the potential breaches of articles 12 and 16 of the FIFA Disciplinary Code (FDC). In particular, the Cayman Islands Football Association was provided with the match reports, which included the aforementioned Match Commissioner's report, and was granted a three-day deadline within which to provide the Secretariat to the FIFA Disciplinary Committee (hereinafter also referred to as 'the Secretariat') with its position.
5. On 12 April 2021, in light of the opening of disciplinary proceedings against the Cayman Islands Football Association, the Secretariat received an additional report by CONCACAF within which it was informed that Mr. Ted Unkel, the referee of the pertinent match, had been contacted by the Cayman Islands Football Association President, Mr. Alfredo Whittaker (hereinafter also referred to as: "Mr. Whittaker").
6. In this regard, the email of Mr. Ted Unkel provided to the Secretariat via CONCACAF stipulated the following as "a summary of what [had] taken place since the WCQ between Cayman Islands & Canada":

*"[1 April 2021] - Alfredo Whittaker reached out to Christina (my wife) through Facebook Messenger to get in contact with me. Christina was a FIFA referee and refereed matches in the CFU, so has known Alfredo for a while.*

*[5 April 2021] - Alfredo Whittaker calls me and indicates that he's being investigated by FIFA for his actions surrounding our match, being reported by the Match Commissioner. He references a failure of duties, including providing transportation for the officials to COVID testing, transportation for the Match Commissioner etc. He requested that I compose an email to Carlos Fernandez explaining that we as match officials didn't experience the things that were being accused.*

*[5 April 2021] - I wasn't comfortable with this request, so I reached out to Lance VanHaitsma with CONCACAF to help get some direction. As we stayed in the same hotel with Cayman and they were responsible for meals, testing etc, I'm very aware of how accommodating Alfredo*

*was and can speak to it. However, it's an unusual request and I do not know the full story outside of our interactions."*

7. On 14 April 2021, in connection to the disciplinary proceedings opened against the Cayman Islands Football Association (hereinafter also referred to as: *'the CIFA'*), disciplinary proceedings were opened against Mr. Alfredo Whittaker in relation to the events allegedly occurred before and during the match Cayman Islands vs Canada on 29 March 2021 in the scope of the FIFA World Cup Qatar 2022™ qualifiers, with respect to the potential breaches of articles 11 par.1 and 12 of the FDC. In particular, Mr. Alfredo Whittaker was provided with the aforementioned Match Commissioner's report and CONCACAF report (along with the email of Mr. Ted Unkel).

## II. RESPONDENTS' POSITIONS

8. On 3 April 2021, following the opening of disciplinary proceedings, Mr. Alfredo Whittaker, as President of the CIFA, provided the Secretariat with the CIFA's position which can be summarized as follows:
  - The information and allegations as set out by the Match Commissioner are not consistent with the evidence or facts.
  - The CIFA did not get the opportunity to speak with the Match Commissioner regarding game preparation until the day before the match was actually played.
  - The CIFA appointed a USA company to deal with all the match officials' needs, which included: hotel accommodation and meals, transportation or any additional needs as per the contract.
  - The officials, Referees and the Referees assessor transportation was organized by IMG to transport them along with the Cayman Islands team to the lab for testing. The officials chose to use their own transportation instead of travelling with the players, which was agreed with, since they lived in the USA and insisted they knew the area.
  - At the time of the departure of the team and officials, the match commissioner was unable to be located. As CIFA President, Mr. Whittaker waited for the Match Commissioner and she was transported by Mr. Whittaker personally to the lab for testing.
  - As a result, Mr. Whittaker travelled to the test lab twice, once with *"my team and the officials and then immediately after that returning with the Match Commissioner to be tested"*.
  - If there was no transport facilitated by CIFA, how does the Match Commissioner account for reaching the lab for testing? The Match Commissioner did not walk and was transported

by the CIFA President even after the designated transport and alternate options had departed for the lab.

- In regards to the uniforms situation, *“initially the Cayman Islands uniforms for game one was red shirt, blue shorts and red socks. Team Canada was in full white and our only request was for team Cayman to wear full red shirts/shorts/socks to allow a stronger contrast between the colours of the two teams. This was agreed by the match commissioner.”*
- The Match Commissioner inspected the uniforms personally and said to us that she would advise FIFA and this information regarding the kits was also sent to the Canadian team manager.
- The Match Commissioner’s lack of attention to detail and knowledge of match organisation is evidenced in the match report documents themselves and the performance of her duties, including:
  - *“The Match Commissioner (MC) informed us of the date and time for the Match Coordination Meeting (MCM) which she informed us would be a virtual meeting. The MC made no arrangements for any virtual meeting on any platform. Cayman Islands FA set up the MCM Zoom meeting and provided her with a link to the meeting. The Referee Assessor was on a WhatsApp call attending the meeting because she had not been informed of the official time of the MCM by the MC or provided the link to attend.”*
  - *“In addition unfortunately after the link was circulated, everyone had to wait for over 10 minutes for the MC to join the meeting.”*
  - *“The MC never attended the Cayman Islands official training as a standard practice.”*
  - *“The passport check was facilitated by the CIFA President sending to the MC the bio pages of the passports via WhatsApp. This should have been better organized by the MC as part of her duties.”*
  - *“Furthermore, the MC insisted on contacting me rather than the identified Team Manager and never once did she inform me of any issue with my attitude whether verbally or in writing.”*
  - *“On game day no flags were displayed because the MC felt that the Canadian flag was too small and the Cayman flag and FIFA flag were too big.”*
  - *“We informed the MC that we were not going to exchange a pennant on this occasion but unexpectedly the Canadian team arrived to exchange a pennant at the start of the match which was very embarrassing for us. This should have been avoided by the MC.”*
- The Match Commissioner did not properly perform her duties and did not appear to be in sync with the referring team.

- The Referee report does not include any supporting statement of comment regarding the match organisation, equipment or any issue as alleged by the Match Commissioner in any of the sections in which the referee could have provided substantiation to the allegations of the Match Commissioner.
  - The Match Commissioner report is inconsistent with the facts and CIFA believes that the differences in language and culture may have contributed to a misunderstanding of motive and intent, and a lack of appreciation of the highly unusual circumstances and challenges under which the match was organised.
  - CIFA expresses its dismay in regards to the deterioration of the entire situation.
9. On 16 April 2021, following the opening of disciplinary proceedings, Mr. Alfredo Whittaker provided the Secretariat with his position, which can be summarized as follows:
- Mr. Whittaker denies the alleged breaches of art. 11.1 and art. 12 FDC and believes that the matter has been taken completely out of context.
  - Mr. Whittaker did make contact with Mrs. Christina Unkel in order to ask for her husband, Mr. Ted Unkel, who served as a referee for the game between the Cayman Islands and Canada, to contact him.
  - Mr. Ted Unkel contacted Mr. Whittaker by telephone, and Mr. Whittaker explained the allegations regarding the Match Commissioner's complaint that no transportation was provided for the officials and commissioner to the Covid-19 testing facility.
  - Mr. Whittaker *"simply asked [Mr. Unkel] if he could email Mr. Carlos Fernández from CONCACAF outlining what occurred on the day of testing, only if he felt comfortable doing so. At no time did I ask him to lie or make any additional statement; just to tell the truth."*
  - Mr. Whittaker's reasoning for requesting the email to be sent to Mr. Carlos Fernández was because he had previously reported to him, verbally, how insulted he was with the Match Commissioner's lack of attention and quality of organisation towards the match.
  - Mr. Whittaker felt that during the lead up to and on match day that *"my team and home game was at some point treated unfairly and dare I say discriminated by the Match Commissioner."*
  - Mr. Whittaker categorically denies having acted wrongly.
10. The FIFA Disciplinary Committee (hereinafter also referred to as *'the Committee'*) once again reiterated that it has considered all the facts, allegations, legal arguments and evidence provided by the CIFA and Mr. Alfredo Whittaker, and in the present decision has only referred to those observations and evidence for which it considers necessary to explain its reasoning.

### III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

1. In view of the circumstances of the present matter, the FIFA Disciplinary Committee decided to first address the procedural aspects, namely, its jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible breaches committed, as well as the potential sanctions, if applicable, resulting therefrom.

#### A. Jurisdiction of the FIFA Disciplinary Committee

2. First of all, the Committee noted that at no point during the present proceedings did the CIFA or Mr. Alfredo Whittaker challenge its jurisdiction or the applicability of the FIFA Disciplinary Code (FDC).
3. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of arts. 2 and 53 of the FDC, it is competent to evaluate the present case and to impose sanctions in case of corresponding violations.

#### B. Applicable law

4. With respect to the applicable regulations, the Committee first emphasized that, in accordance with art. 11 par. 1 FDC:

*“Associations and clubs, as well as their players, officials and any other member and/or person carrying out a function on their behalf, must respect the Laws of the Game, as well as the FIFA Statutes and FIFA’s regulations, directives, guidelines, circulars and decisions, and comply with the principles of fair play, loyalty and integrity.”*

5. Furthermore, in accordance with art. 12 FDC:

*“1. Players and officials shall be suspended for misconduct as specified below and may be fined accordingly:*

*(...)*

*i) at least four matches or an appropriate period of time for unsporting behaviour towards a match official;*

*j) at least ten matches or an appropriate period of time for intimidating or threatening a match official;*

*(...)*

*2. The misconduct described in paragraph 1 b), f), i) and j) is also subject to the respective sanctions of this Code, despite the fact that the offence has been committed off the field of play (e.g. via social networks etc.) (...)*

6. In continuation, in accordance with art. 16 FDC:

*“1. Host clubs and associations are responsible for order and security both in and around the stadium before, during and after matches. They are liable for incidents of any kind and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in anyway in the organisation of the match. In particular, associations, clubs and licensed match agents who organise matches shall:*

*a) assess the degree of risk posed by the match and notify the FIFA bodies of those that are especially high-risk;*

*b) comply with and implement existing safety rules (FIFA regulations, national laws, international agreements) and take every safety precaution demanded by the circumstances in and around the stadium before, during and after the match and if incidents occur;*

*c) ensure the safety of the match officials and the players and officials of the visiting team during their stay;*

*d) keep local authorities informed and collaborate with them actively and effectively;*

*e) ensure that law and order are maintained in and around the stadiums and that matches are organised properly (...).”*

7. Finally, for the sake of completeness, the Committee also referred to art. 3 par. 1 of the Regulations for the FIFA World Cup 2022™ Preliminary Competition including the COVID-19 Regulations (hereinafter also referred to as: ‘*the WCPC Regulations*’), pursuant to which:

*“1. Each participating member association shall be responsible throughout the preliminary competition for: (...)*

*h) complying with and implementing (where applicable) the measures mandated in the FIFA International Match Protocol (...).”*

## C. Merits of the dispute

### I. Analysis of the potential violations of the FDC

8. The relevant provisions having been recalled, and the above having been established, the Committee acknowledged that the present matter is related to the match played on 29 March 2021 in Bradenton (USA) between the representative teams of the Cayman Islands and Canada in the context of the Preliminary Competition of the FIFA World Cup Qatar 2022™, European zone (hereinafter also referred to as: ‘*the Match*’).

9. The Committee subsequently turned its attention to the evidence at its disposal, namely the report provided by the Match Commissioner as well as the report provided by CONCACAF.

10. As a preliminary remark, the Committee wished to recall that in accordance with art. 40 FDC, the facts contained in the match officials’ reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate, however, proof of their inaccuracy may be provided.

11. Against such background, the Committee observed that the Match Commissioner's report indicated, in particular, the following:
- a) The match date was rescheduled as a result of Mr. Whittaker having provided antigen tests instead of the required PCR tests of the Cayman Islands national-team Players and Team Officials for COVID-19 testing;
  - b) There was a lack of transportation services provided in order for the Match Officials and Match Commissioner to take the requisite PCR tests;
  - c) Within the scope of the Match, Mr. Alfredo Whittaker, by virtue of his conduct, and with regard to his behavior towards the Match Commissioner, did not adequately fulfil his duties as the CIFA team manager.
12. In this context, the Committee pointed out that any type of proof may be produced (art. 35 par. 1 FDC). In particular, the Committee recalled that the competent judicial body has absolute discretion regarding the evaluation of evidence (art. 35 par. 2 FDC) and that the standard of proof to be applied in FIFA disciplinary proceedings is the comfortable satisfaction of the competent judicial body (art. 35 par. 3 FDC).
13. Having outlined the above, the Committee proceeded to analyse the foregoing incidents in the light of the applicable regulations and the evidence at its disposal.

**i) Analysis of the incidents**

1. As a preliminary statement, the Committee wished to emphasize the gravity of the current global circumstances in relation to the outbreak of the COVID-19 pandemic and the significant impact it has had upon Football, amongst many other sectors. In this regard, the Committee found it pertinent to recall that since the outbreak of the COVID-19 pandemic, FIFA has continued to reiterate the necessity of putting health first, and that safeguarding the public, as well as the well-being of players, officials and everyone in the football community, is a principle of paramount importance. In order to uphold this guiding principle, FIFA has published recommendations and guidelines in response to the COVID-19 pandemic, even incorporating measures into its regulations, so as to ensure that the resumption of footballing activities, to the fullest extent possible, will not compromise the health and safety of others. In this context, the Committee wished to stress the importance of respect for these measures, and emphasized that commitment and adherence to the COVID-19 rules is a fundamental aspect of ensuring the preservation of the health and safety of the football community, and beyond.
2. Having expressed the above, the Committee, in reference to the above-outlined applicable law and having considered the circumstances of the present case, wished to make several prefatory remarks, which will then subsequently be explicated in the forthcoming analysis. Firstly, the Committee wished to recall that under art.16 par.1 FDC, host associations are

responsible for order and security in and around the stadium before, during and after matches. Secondly, the Committee underlined that the measures mandated in the FIFA International Match Protocol<sup>1</sup> (hereinafter also referred to as: *'the Protocol'*), read in conjunction with the provisions of the WCPC Regulations, must be respected by member associations and officials pursuant to art. 11 par.1 FDC. Lastly, the Committee pointed out that in accordance with art. 12 par.1 lit. i) FDC, any unsporting behavior of an official towards a match official, shall result in the suspension of the offending official as provided for under said article, in addition to the potential imposition of a fine.

3. Having established the above, and with the aforementioned principles in mind, the Committee proceeded to address the first incident at hand.

- a) *The provided antigen tests instead of the required PCR tests of the Cayman Islands players and Team Officials for COVID-19 testing.*

4. The Committee first observed that the Match Commissioner's report indicated that the planned date of the Match was 28 March 2021, however, the Match was postponed until the 29 March 2021 as a result of the Cayman Islands team manager, Mr. Alfredo Whittaker, having provided antigen instead of the required PCR tests of the Cayman Islands national-team Players and Team Officials for COVID-19 testing.
5. In continuation, the Committee observed that the Match Commissioner's report further indicated that as a result of the foregoing, *"(...) the Match Officials and the Match Commissioner had to take an additional PCR test (...)"* which were *"required to be able to carry out the match"* and that Mr. Whittaker *"as head of the host federation (...) knew that the tests must be PCR"*, the host federation being responsible *"for designating a laboratory [for the PCR tests to be performed] (...) and ensuring that members of their delegation know and comply with the measures"*.
6. In the sense, the Committee subsequently pointed out that in accordance with Section 5.2 of the Protocol, the FIFA Match Commissioner *"will ensure that the COVID-19 preventative measures are implemented"* and in particular, *"will oversee the delivery of the COVID-19 test results before allowing access to the stadium, in accordance with the requirements stipulated in Section 9 (...) special attention will be given to the arrangements in place for team delegations, FIFA Match Appointees and those working in the Match Participants' Zone"*.
7. In continuation, the Committee further remarked that in accordance with Section 9 of the Protocol, PCR testing<sup>2</sup> is *"mandatory for all match participants and all other individuals requiring permanent access to the match stadium's Match Participants' Zone on MD-1 and MD while the zone is operational, along with specific contact persons"* (MD-1 referring to the

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<sup>1</sup> A document compiling protocols which must be applied to international matches taking place whilst restrictions in connection with the COVID 19 pandemic are still in force internationally. For matches played in the context of the FIFA World Cup 2022™ preliminary competition ("qualifiers"), confederations and participating member associations are responsible for the implementation of the measures and practices enshrined in said document.

<sup>2</sup> The requirements to fulfil a "verified" PCR test in order for the test result to be considered complete by FIFA likewise being stipulated under Section 9 of the Protocol.

day before the match and MD referring to the match day itself) and that additionally, in accordance with Section 9.4 of the Protocol, it is expressly stipulated that the responsibility for ensuring that the requisite PCR testing is carried out in accordance with the Protocol guidelines for Players and Team officials falls upon the participating member association<sup>3</sup> whose representative team is competing in a competition, with the responsibility for Match officials and the FIFA Match Commissioner falling to the host association following arrival in the host country.

8. The Committee next observed, as indicated by the Match Commissioner, that pursuant to Section 9.1 of the Protocol it is the host association which is responsible for appointing a laboratory or a “COVID-19 testing facility” which can carry out the PCR tests in accordance with the “requirements of these protocols”.
9. Furthermore, the Committee also referred to art. 21 par. 4 of the WCPC Regulations, pursuant to which it is established that participating member associations must “(...) ensure that provisions for COVID-19 testing are in place in accordance with [the Protocol] requirements (...)”.
10. In this context, the Committee recognised that the Cayman Islands Football Association, as well as being a participating member association, was considered as the host association within the scope of the Match.
11. In this sense, the Committee noted that the Cayman Islands Football Association was responsible for ensuring the correct PCR COVID-19 testing of the Match officials, FIFA Match Commissioner, local team Players and Team officials in accordance with the provisions of the Protocol and WCPC Regulations mentioned *supra*.
12. In this respect, the Committee underlined that neither Mr. Alfredo Whittaker nor the CIFA contested that the match was rescheduled as a result of Mr. Whittaker having provided antigen instead of the required PCR tests of the Cayman Islands national-team players and team officials for COVID-19 testing.
13. Against this frame of reference, the Committee once again wished to emphasize that in accordance with art. 40 FDC, the facts contained in the match officials’ reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate.
14. With this in mind, the Committee took into account the statements contained within the Match Commissioner’s report, in particular that Mr. Alfredo Whittaker “sent antigen tests instead of the required PCR tests” of the national-team Players and Team officials and that Mr. Whittaker “knew that the tests must be PCR” as “head of the host federation”.

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<sup>3</sup> Under the ‘Definitions’ section of the Protocol ‘Participating member association’ (abbreviated as “PMA”) is defined as follows: “a FIFA member association whose representative team is competing in a competition”.

15. As a result, considering the statements of the Match Commissioner and with respect to art. 40 FDC and the aforesaid provisions of the Protocol and WCPC Regulations, the Committee was comfortably satisfied that the Match was indeed postponed as a result of Mr. Whittaker having provided antigen instead of the necessary PCR tests for COVID-19 testing, in contradiction to the designated responsibilities and requirements provided for under Section 9 of the Protocol and art. 21 par. 4 of the WCPC Regulations.
16. In this context, the Committee referred to art. 16 par. 1 and once more remarked that said provision stipulates that host associations are responsible for order and security in and around the stadium before, during and after matches. In particular, in accordance with art. 16 par. 1 lit. c) and e), associations shall comply and implement existing safety rules, take every safety precaution demanded by the circumstances in and around the stadium during and after the match, and ensure that matches are organized properly.
17. Moreover, in addition to the above, the Committee referred to art. 3 par. 5 lit. a) of the Regulations for the FIFA World Cup 2022™ Preliminary Competition, which establishes that *“each participating member association hosting a match in the preliminary competition shall be responsible, amongst other matters, for (...) guaranteeing, planning and implementing law and order as well as safety and security in the stadiums and other relevant locations in conjunction with the relevant authorities.”*
18. On this basis, the Committee deemed that the Cayman Islands Football Association was the responsible entity for ensuring safety, order and security surrounding the match at stake.
19. In this sense, the Committee considered that by failing to provide the requisite PCR tests for COVID-19 testing, the CIFA had failed to provide and/or ensure the required safeguards for the health and safety of all those involved in the fixture, having failed to comply with and implement the safety precautions demanded by FIFA within the scope of the Match, and by way of connection, had likewise failed to organize the match properly.
20. Therefore, on the basis of the foregoing, the Committee concluded that the Cayman Islands Football Association was in breach of art. 16 of the FDC, specifically par.1 lit. c) and e).
21. Having determined the foregoing, the Committee next recalled that in accordance with art. 11 par. 1 of the FDC, associations and clubs as well as their players and officials (and/or any other person carrying out a function on their behalf) must respect FIFA’s regulations, directives, guidelines, circulars and decisions.
22. Against such background, the Committee noted that FIFA’s Return to Football - International Match Protocol constitutes a compilation of measures and practices which must be applied to international matches taking place whilst restrictions in connection with the COVID-19 pandemic are still in force internationally.

23. Moreover, the Committee recalled that in accordance with art. 3 par.1 of the WCPC Regulations, participating member associations are required to comply with and implement the measures mandated by the Protocol.
24. In this respect, the Committee first highlighted that the COVID-19 pandemic is still ongoing and that the restrictions implemented in connection with the former remain in force internationally across the globe.
25. In connection, the Committee next recalled, that the Match was postponed as a result of Mr. Whittaker having provided antigen tests instead of the required PCR tests in contradiction to the designated responsibilities and requirements provided for under Section 9 of the Protocol.
26. Therefore, by failing respect the aforementioned provisions of the FIFA's Return to Football - International Match Protocol, specifically Section 9, the Committee concluded that there was no other alternative but to conclude that Mr. Whittaker was in breach of art. 11 par. 1 of the FDC, and that furthermore, by way of his conduct, Mr. Whittaker had demonstrated obvious disregard for the establishment of the safety of the players, officers and referees involved in the Match in the context of the COVID-19 pandemic.

*b) The lack of transportation services provided in order for the Match Officials and Match Commissioner to take the requisite PCR tests.*

27. Having analysed the above, the Committee next turned to the alleged lack of transportation services provided to the Match Officials and Match Commissioner in order for the requisite PCR tests to be taken in line with the provisions of the Protocol as identified under section C.I./i)/a) *supra*.
28. In this context, the Committee observed that the Match Commissioner indicated that, due to the incorrect PCR tests provided by Mr. Whittaker *"the Match Officials and the Match Commissioner had to take an additional PCR test, a task done without the support of [Mr. Whittaker], who did not provide the transportation service for the Match Officials and the Match Commissioner to take the PCR tests required (...)"*.
29. In this regard, the Committee acknowledged that the CIFA indicated that it had appointed a USA company to deal with all the match officials' needs, which, amongst other responsibilities as per the contract, included transportation. The CIFA likewise specified that transportation for *"the officials, Referees and the Referees assessor...was organized by IMG<sup>4</sup> to transport them along with Team Cayman Islands to the lab for testing"*, however, the *"officials chose to use their own transportation instead of travelling with the players"*.
30. In continuation, the Committee additionally acknowledged the submission of the CIFA that *"at the time of the departure of the team and officials, the Match Commissioner was unable*

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<sup>4</sup> IMG Academy being the Stadium at which the Match was played.

*to be located*” therefore, Mr. Alfredo Whittaker as the CIFA President, personally transported the Match Commissioner to the lab for testing.

31. Notwithstanding the above, and by virtue of the presumption of veracity of the match officials’ reports as provided for pursuant to art. 40 of the FDC, the Committee again highlighted that it is clearly mentioned in the Match Commissioner’s report that transportation services were not provided for the Match Officials and the Match Commissioner *“to take the PCR tests required”* in accordance with the Protocol. Furthermore, whilst the Committee recognized that in accordance with the same article proof of the inaccuracy of any match officials’ reports or correspondence may be provided, the Committee, considering the whole body of evidence at its disposal, deemed that there was not sufficient corroboration to rebut this presumption to its comfortable satisfaction.
32. In light of the above, the Committee therefore determined that it did not have sufficient elements to doubt the accuracy of the reports of the match officials, specifically that of the Match Commissioner and the statements contained therein, which it considered to be truthful and reliable, and therefore, for that reason, concluded that sufficient transportation services were not provided by the CIFA nor Mr. Alfredo Whittaker within the scope of the Match.
33. Against such background, the Committee once again recalled, that in accordance with art. 16 par. 1 of the FDC, host associations are responsible for order and security in and around the stadium before, during and after matches and are *“liable for incidents of any kind and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in any way in the organisation of the match (...)”*. In particular, in line with art. 16 par.1 lit. e), associations are responsible for ensuring that matches are organized properly.
34. Moreover, in addition to the above, the Committee recalled that Annexe A of Section 2.1 of the Protocol establishes that it is the host association which is responsible for arranging ground transportation in accordance with the recommendations contained therein, and that drivers for teams and FIFA Match Appointees should be dedicated to that team or official for the duration of their stay in the host country.
35. In this sense, the Committee underlined that the Cayman Islands Football Association, being the host association, was responsible for the proper organisation of the match, and in continuation, the provision of sufficient transportation services.
36. Therefore, the Committee concluded that as a result of the CIFA’s failure to provide sufficient transportation services in order for the requisite PCR tests for COVID-19 testing to be taken by the Match officials and Match Commissioner, and in the absence of evidence upon which the Committee could undoubtedly conclude that the latter had not been negligent in any way in the organisation of the match, the CIFA was found to be in breach of art. 16 FDC, specifically par.1 lit. e) due to its failure organise the Match properly.

- c) *Within the scope of the aforementioned match, Mr. Alfredo Whittaker, by virtue of his conduct, and with regard to his behavior towards the Match Commissioner, did not adequately fulfil his duties as the CIFA team manager.*

37. The above having been established, the Committee subsequently turned its attention to the alleged misconduct and inappropriate behavior of Mr. Whittaker within the scope of the Match.
38. In this sense, the Committee noted that the Match Commissioner reported the following: that Mr. Whittaker *“has not shown concern and seriousness for the PCR tests that [were] required to be able to carry out the match”*, that when the Match Commissioner insisted on the requisite testing as soon as possible Mr. Whittaker stated that if she was concerned *“the match can be carried out without the Commissioner”*, that there was *“not good communication”* with Mr. Whittaker whom *“displayed a bad attitude”* when the Match Commissioner requested the Passport checking list, that she (the Match Commissioner) had to reiterate several times that the passport control list be sent signed to which request Mr. Whittaker responded in a challenging manner, that Mr. Whittaker showed *“no commitment to the completion of the match, nor responsibility towards his tasks as local organizer”* and finally, that Mr. Whittaker did not act as a responsible host team manager and did not commit to the good organization of the Match.
39. Firstly, against such background, the Committee acknowledged the submissions of Mr. Alfredo Whittaker which stipulated that the matter had been taken completely out of context, that Mr. Whittaker felt that during the lead up to and on match day that *“my team and home game was at some point treated unfairly and dare I say discriminated by the Match Commissioner”* and that Mr. Whittaker categorically denies that he did anything wrong.
40. Secondly, the Committee acknowledged the position of the CIFA which indicated that the Match Commissioner’s report is inconsistent with the facts and that the *“differences in language (context and meaning) and culture may have regrettably contributed to what is a manifest misunderstanding of motive and intent, a lack of appreciation of the highly unusual circumstances and challenges under which this match was organized”*.
41. Notwithstanding the above, the Committee highlighted that whilst the CIFA indicates differences in language and culture as contributing to what it considers to be a *“manifest understanding”* and also acknowledging the position of Mr. Whittaker that he was treated unfairly and discriminated against by the Match Commissioner, the Committee cannot ignore the determined facts of the case.
42. In this context, the Committee observed that it is undisputed that the match was rescheduled as a result of Mr. Whittaker having provided antigen tests instead of the requisite PCR tests of the Cayman Islands national-team players and team officials for COVID-19 testing.

43. By the same token, the Committee pointed out, as determined *supra*, that sufficient transportation services were not provided by the CIFA nor Mr. Alfredo Whittaker within the scope of the Match.
44. With the above in mind, the Committee considered that the established facts in the present proceedings give credence to the statements of the Match Commissioner, in particular, that Mr. Whittaker displayed a lack of concern and seriousness for the PCR tests required in accordance with the Protocol, and that Mr. Whittaker was irresponsible towards his duties as host team manager.
45. Furthermore, with regards to the alleged unprofessional and disrespectful behavior of Mr. Whittaker in response to the Match Commissioner's requests and concerns, the Committee once more recalled that the facts contained in the match officials' reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate. In this sense the Committee noted that it is clearly mentioned in the Match Commissioner's report that Mr. Whittaker displayed a poor attitude, unprofessionally dismissed the Match Commissioner's justifiable concerns regarding the urgency of carrying out the requisite PCR testing as soon as possible, and moreover, responded in a challenging manner in response to the Match Commissioner's request(s) regarding the Passport checking list.
46. In this context, the Committee wished to recall that the conduct expected from Match officials participating in the Preliminary Competition of the FIFA World Cup Qatar 2022™ should at all times be exemplary, and underlined that Match officials should serve as role models for the football community and thereby, are expected to consistently display a model correct, polite and professional attitude.
47. In this respect, the Committee concluded that Mr. Whittaker, by way of his actions as described above, had behaved and conducted himself in a manner unbecoming of a Match official, with particular regard to his unprofessional manner towards the Match Commissioner, and by virtue of the foregoing, had failed to adequately fulfill his duties as the CIFA team manager within the scope of the Match.
48. Against such background, the Committee recalled that pursuant to art. 12 of the FDC players and officials shall be suspended for misconduct in accordance with the terms of said article. In particular, the Committee remarked that in accordance with art. 12 par. 1 lit. i) FDC, officials suspended for misconduct shall be sanctioned for "*at least four matches or an appropriate period of time for unsporting behaviour towards a match official.*"
49. In this sense, the Committee considered that by way of the established conduct and behavior(s) of Mr. Whittaker as described *supra*, Mr. Whittaker had demonstrated unsporting behaviour towards a match official, specifically that of towards the Match Commissioner.

50. Therefore, in light of the foregoing, the Committee concluded that Mr. Whittaker had engaged in unsporting behaviour against a match official, and was therefore in breach of art. 12 par. 1 lit. i) of the FDC.

## II. The determination of the sanction

1. The violations of the FDC by the CIFA and Mr. Alfredo Whittaker having been established, the Committee subsequently considered the resulting sanction(s) to be imposed.
2. The Committee observed in the first place that the CIFA is a legal person, and as such can be subject to the sanctions described under art. 6 par. 1 and 3 of the FDC.
3. Secondly, the Committee observed that Mr. Alfredo Whittaker is a natural person, and as such can be subject to the sanctions described under art. 6 pars. 1 and 2 of the FDC.
4. For the sake of good order, the Committee underlined that it is responsible to determine the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances (art. 24 par. 1 of the FDC).
5. Furthermore, the Committee recalled the jurisprudence of CAS, according to which a decision-making body fixing the level of pecuniary sanctions should, amongst others, take into consideration the following elements: (a) the nature of the offence; (b) the seriousness of the loss or damage caused; (c) the level of culpability; (d) the offender's previous and subsequent conduct in terms of rectifying and/or preventing similar situations; (f) the applicable case law and (g) other relevant circumstances<sup>5</sup>.
6. As it was established above, the CIFA is guilty of having infringed art. 16 par. 1 lit. c) and e) of the FDC.
7. Moreover, Mr. Alfredo Whittaker is guilty of having infringed art. 11 par. 1 and art. 12 par. 1 lit. i) of the FDC.
8. In light of the foregoing, the Committee examined all the circumstances belonging to the case at stake.
9. First, the Committee took note of the CIFA and Mr. Whittaker's files, and took into account that neither party has any similar precedent.
10. Following this, the Committee likewise acknowledged that the CIFA had expressed its dismay in regards to the deterioration of the entire situation.

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<sup>5</sup> CAS 2014/A/3813

11. However, the Committee also considered that as Match officials act in and maintain an authoritative role on the football field, it is fundamental that their attitude is appropriate and that their behaviour is derived from the values of respect and fair play – this is so in order to prevent and discourage any potential disrespectful behaviour by players and supporters. The established improper and unprofessional behaviour of Mr. Alfredo Whittaker towards the Match Commissioner neglects these values and violates the principles of sportsmanship, for which, there is no place held in football. The demonstration of respect for match officials is an indispensable attribute and any behaviour to the contrary cannot be tolerated.
12. Furthermore, in line with the foregoing, the Committee took into account the concerted efforts made by FIFA's member associations, the confederations and other stakeholders to secure the successful resumption of football in the context of the COVID-19 pandemic. The actions of Mr. Whittaker and the failings of the Cayman Islands Football Association to provide the required safeguards for the health and safety of all involved in the fixture, both depreciates and diminishes the aforesaid efforts, and demonstrates a flagrant disregard for the health and safety of the football community.
13. Therefore, taking into account the facts described in the present case, the Committee considered that the appropriate sanction to be imposed on the CIFA in relation to the violation of the abovementioned provisions of the FDC would be a fine.
14. With regard to the fine, according to art. 6 par. 4 of the FDC, the Single Judge noted that it may not be lower than CHF 100 and greater than CHF 1,000,000.
15. Taking into account all the circumstances of the case, while keeping in mind the deterrent effect that the sanction must have on the reprehensible behaviour, the Committee considered a fine of CHF 50,000 to be adequate and proportionate to the offence.
16. In continuation, taking into account the facts described in the present case, the Committee considered that the appropriate sanction to be imposed on Mr. Alfredo Whittaker in relation to the violation of the abovementioned provisions of the FDC would be a six (6) months suspension from exercising any official activity in connection with the representative team competition matches of the Cayman Islands Football Association.

#### IV. DECISION

1. The official Alfredo Whittaker is suspended for six (6) months from exercising any official activity in connection with the representative team competition matches of the Cayman Islands Football Association.
2. The FIFA Disciplinary Committee orders the Cayman Islands Football Association to pay a fine to the amount of CHF 50,000.
3. The above fine is to be paid within thirty (30) days of notification of the present decision.

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Anin Yeboah**

Chairman of the Disciplinary Committee

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#### NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.

#### NOTE RELATING TO THE LEGAL ACTION:

This decision can be contested before the FIFA Appeal Committee (art. 57 of the FDC, 2019 edition). Any party intending to appeal must announce its intention to do so in writing within three (3) days of notification of the grounds of the decision. Reasons for the appeal must then be given in writing within a further time limit of five (5) days, commencing upon expiry of the first time limit of three (3) days (art. 56 par. 4 of the FDC, 2019 edition). The appeal fee of CHF 1,000 is payable on the submission of the appeal brief at the latest (art. 56 par. 6 of the FDC, 2019 edition).