Decision of the Single Judge of the Players' Status Committee

passed in Zurich, Switzerland, on 28 February 2020,

by

José Luis Andrade (Portugal)

Single Judge of the Players' Status Committee,

on the claim presented by the coach

Petar Kolev, Bulgaria
represented by Mr Georgi Gradev

as "*Claimant*"

against the club

FC Irtysh Pavlodar, Kazakhstan
represented by Mr Claude Ramoni

as "*Respondent*"

regarding an employment related dispute between the parties

I. Facts of the case

1. On 10 July 2018, the Bulgarian coach, Mr Petar Kolev (hereinafter: *the Claimant* or *the coach*) and the Kazakh club, FC Irtysh Pavlodar (hereinafter: *the Respondent* or *the club*) signed an employment contract (hereinafter: *the contract*) valid as from the date of signature until 30 December 2020 according to which the coach was employed as *"Assistant of the Head Coach of the main team"*.

2. Article 3 of the contract provided the following payments, each payable *"no later than the first decade of the next month"*:
   2.1. USD 8,000 as a net monthly salary during the 2018 season;
   2.2. USD 10,000 as a net monthly salary as from 1 January 2019.

3. Article 3 further provided the following : *"During the validity of this Employment Contract, the Employee shall be paid the following bonuses (premiums) during the Championship of the Republic of Kazakhstan, the Cup of the Republic of Kazakhstan and the UEFA Europa League:*
   3.6.1. 2,000 (two thousand) US dollars (net) for each official match won;
   3.6.2. 1,000 (one thousand) US dollars (net) for a drawn away official match."

4. In addition, article 3.9 and 3.10 of the contract stipulated that the coach was entitled to an apartment for living during the term of the contract and to five flights per year on the route *"the route Pavlodar-Bulgaria-Pavlodar in the 2019 and 2020 seasons."*

5. Furthermore, article 4.2 of the contract held that, *"For a disciplinary offense committed by the Employee, the Employer is entitled to apply the following types of disciplinary measure;*
   4.2.1. warning;
   4.2.2. reprimand;
   4.2.3. severe reprimand;
   4.2.4. termination of the Employment Contract on the initiative of the Employer on the grounds stipulated in the Code."

6. In continuation, article 7.1 and 7.1.9. provided that the *"violation of the conditions of the conclusion of the contract (…) is a ground to terminate contract".*

7. Moreover, article 12.2 of the contract mentioned that: *"The Parties hereunder have the right to make changes and additions to this Employment Contract by mutual consent. Amendments and additions to this Employment Contract are strictly required when changing the previously agreed Employee's employment terms and conditions. All changes and additions to this Employment Contract must be made in writing, signed by the Parties hereunder and will be an integral part of it."*

8. Furthermore, article 12.4 of the contract provided that: *All other mutual relations between Parties, which are not regulated by the present labour contract, are subject to*

the Code". Said code is later specified as the *"Labour code of the Republic of Kazakhstan"*.

9. What is more, clause 3 of the *"Official Duties"* of the *"Job Description"* signed between the parties on 9 January 2019 provided the following:
"10. The assistant to the head coach of the main team, while carrying out his functions, must:
1. provide assistance to the Team Head Coach in preparing football players for sporting events.
2. provide assistance to the Team Head Coach in providing physical, technical, tactical, moral and stronger will training to football players.
3. provide assistance to the Team Head Coach in the development of individual plans for the preparation of team players according to the approved plans for sports events.
4. participate in the development of a comprehensive training program for team players for sports competitions in the relevant field of work.
5. keep records of football players' sports results; bear responsibility for the results of [the club's] *official matches. In the event of five (5) or more defeats (game losses) of the team in the Championship, the Employer has the right to terminate the Employment Contract concluded with the Employee without paying any compensation for termination by sending a notice of termination ten (10) days before the date of termination. At the same time, the Employee is not entitled to claim compensation for such termination.*
6. ensure the introduction of the latest players training methods in the training process".

10. On 1 May 2019, the coach emailed the club and referred to recent events occurred on 30 April and 1 May 2019, by means of which, the coach had been allegedly suspended from work and denied the access to the stadium and underlined the club's: *"abusive behavior aiming at forcing* [the coach] *to terminate* [his] *contract without proper compensation"*. According to abstracts of media outlets, the head coach of the club, Mr Dimitar Dimitrov, was dismissed by the club in or around 30 April 2019.

11. On 3 May 2019, the coach contacted the club reiterating the aforementioned (cf. point I./10. above), and also contesting the fact that the club apparently reported him absent for work on 1 May 2019.

12. On 30 May and 1 June 2019, the coach allegedly sent WhatsApp messages to the club asking it to make its proposal in written, as the club apparently wanted to terminate the contract, to no avail.

13. On 7 June 2019, the club appointed a new head coach, as confirmed by media reports.

14. On 8 & 9 June 2019, the coach was allegedly sent to follow the training session from the bench as well as a friendly match from the stands.

15. As a consequence, on 9 June 2019, the coach emailed the club reminding it of the pending outstanding dues and complaining about having been put aside. In addition, the coach requested the club's assistance as to an issue related with his apartment and gave until 16 June 2019 to the club to remedy the breaches.

16. On 11 June 2019, the coach was again sent allegedly to follow the training from the stands and, once again, the coach emailed the club reiterating his previous sayings adding on top the fact that his salary for May became due on 10 June 2019 and that he wished to resume his duties as per the contract.

17. On 12 June 2019, the coach was assigned to specific duties as per a *"Disposal N°1 of* [the club] *main team head coach Milanovic Milan dated 12 June 2019"*, among which : *"to work at Central Stadium (…)";* to *"maintain records in the logbook, the provision of written records, reports of sports results and coaching staff suggestions (…)";* to provide *"proper discipline during trainings (…)";* to *"keep and submit to the head coach the following documents for each mandatory training sessions: 1)Technical analysis of the team play (…), 2) Match analysis statistics (…), 3) Analysis of the technical and tactical actions of the team (…), "after end of each mandatory training session".*

18. On the same day, the coach emailed the club reiterating his previous sayings, adding that he understood from the club's behavior that it did not need his services anymore after having appointed a new head coach as well as having acknowledged the accessory tasks he had been assigned since then.

19. On 13 June 2019, the coach was allegedly sidelined again and also provided with a *"Disposal N°2 of* [the club] *main team head coach Milanovic Milan dated 12 June 2019"* which prohibited the coach, without the head coaches' consent, to access the *"Player Base"*.

20. On 14 June 2019, the coach was allegedly sidelined once again and ordered to train four specific players and, in reaction thereto, the coach reiterated his position as previously expressed and required the club to act by 21 June 2019.

21. Between the 15 June and 19 June 2019, the coach acknowledged the payment of the club's partial debt but the relations between the parties continued to deteriorate and, eventually, the coach sent a *"final notice before legal action"* to the club dated 19 June 2019 by means of which he warned the club of taking legal steps if it did not permit him to take active part in the training sessions by 20 June 2019.

22. On 20 June 2019, the club terminated the contract with the coach. First, the club explained that the results were not satisfactory during season 2018/2019, and that the head coach left on 4 May 2019 *"without permission"*. Then, the club stated that *"On 7 June 2019* [the new head coach] *was introduced to the team and started working with the coaching staff and the team"* but *"*[the coach] *(…) did not share the view of* [the new head coach] *and said attitude resulted in systematic violations of labor discipline* [by the coach]*, namely non-execution of commands and orders given by* [the new head

coach]". The club declared that the coach's conduct was *"unacceptable"*, and that the club *"constantly reminded"* the coach of his duties, to no avail. As such, the club terminated the contract *"in connection with systematic violation and improper behavior of* [the coach] *as well as his insubordination to the direct supervisor (the Head Coach)* [and] *refusal to complete specific work assignments"*. The coach contested his dismissal on the same day.

23. The coach accused the Respondent of having unilaterally terminated their contractual relationship in view of the bad sporting results of the team. In addition, the coach accused the Respondent of having failed to pay him his salary between 1 September and 18 October 2017.

24. On 28 June 2019, the coach lodged a claim against the club in front of FIFA, requesting it to pay him outstanding remuneration and compensation for breach of contract, as follows:
    (1) USD 1,000 as outstanding remuneration corresponding to a match bonus (note: the coach provided evidence as to an away draw game of the club on 16 June 2019);
    (2) USD 198,000 as compensation for breach of contract corresponding to the remaining value of the contract as from 1 June 2019 until 30 December 2020, composed as follows:
        a. USD 190,000 as 19 monthly salaries, as from June 2019 until December 2020;
        b. USD 7,000 as the remaining flights due (note: the coach referred to *"FIFA travel"* practice);
        c. USD 1,000 as reimbursement *"for the air ticket* [the coach] *was forced to buy himself for 21 June 2019*".

25. The coach further requested interest at a rate of 5% *p.a.* over the aforementioned amounts as from 20 June 2019, as well as the proceeding costs to be at the club's charge and the advance of costs to be reimbursed to him by the club, plus 5% *p.a.* over said advance of costs (*i.e.* CHF 4,000) as from 24 June 2019. Finally, the coach requested the club to be sanctioned under art. 24bis.

26. In his claim, the coach explained that in his opinion the club terminated the contract without just cause due to the wording and the content of the termination notice, *i.e. "bad results"* of the team and *"disciplinary issues"*.

27. In this respect, in contrary to what the club mentioned in its termination notice, the coach held that *"The Job Description is a unilateral act of* [the club]*. It is not the result of negotiations between the Parties (…). It was meant to clarify the rights and duties of* [the coach] *as an assistant coach to the head coach of the* [club]*'s team. It was not meant to provide for one-sided clauses, particularly a termination clause as the one at stake. Therefore, a hidden unilateral termination clause in a job description cannot and should not serve as a legitimate basis for the termination of an employment contract."*

28. As to the aforementioned clause, the coach deemed that the club *"decided to disguise a termination clause as an "official duty" of the coach"*, which, in any case could not be

in line with FIFA's jurisprudence even if said clause had been expressly agreed between the parties.

29. In addition, the coach explained that the club did not even respect the *"10-day notice"* as provided by the disputed clause and, more generally, that according to CAS and the Swiss Federal Tribunal, *"a party with a right to terminate an employment contract without notice can waive such right after it has arisen, either explicitly or through implied conduct, by demonstrating to the other party a willingness to continue the contractual relationship dispute the circumstances giving rise to the termination right".*

30. As such, the coach deemed that the club *"acted in violation of the principle of venire contra factum proprium (…) after having accepted to continue the employment relationship (i.e. having affirmed the Contract) regardless of the accumulated five losses in official matches of the team, it later based its termination of the Contract on these grounds. Given these findings,* [the club] *should be deemed, by its own behavior, to have waived its alleged right to terminate the Contract based on Clause 3 of the 2019 Job Description."*

31. Moreover, the coach explained that the club waited *"nearly two months"* to notify the termination as from the moment it knew of the five losses, *i.e.* 27 April 2019, and, as a consequence, that the requirement established by CAS and the Swiss Federal Tribunal for immediate termination was not fulfilled.

32. What is more, the coach underlined that no disciplinary proceedings were opened against him, that he had not been asked to be heard and that no more lenient sanction had been taken in accordance with article 4.2. of the contract.

33. In addition, the coach reminded the tasks he had been assigned in virtue of the contract and the job description, *i.e.* to assist the head-coach with *"the factual conducting of training sessions, training football players in preparing them for matches and selection of the professional football team of the Respondent"*. In this respect, the coach deemed that, in accordance with the facts of the case, *"from the very first moment,* [the coach] *claimed for his right to perform the activity for which he was engaged (assistant coach to the head coach);* [the coach] *denunciated that* [the club] *was tracing some kind of strategy aiming at dismissing him or forcing him to terminate the Contract, without affording the legal consequences; and [the coach] asked [the club] to rectify its position and to ratify him in his charge of assistant coach to the head coach, but to no avail."*

34. As such, in his opinion, the new head-coach had no intention to work with him and, therefore, the club had no other choice to terminate the contract, however without just cause as demonstrated above.

35. In its reply to the claim, the club firstly highlighted the context of the case and, in particular, the negative results of the team during the 2018 season with as a

consequence that the team maintained itself in the *"Premier League"* during the *"relegation play-offs"*.

36. As a consequence, the club explained that the parties mutually agreed to amend the *"Official duties"* of the *"Job Description"* for the 2019 season, inserting, among others, the clause *"providing that in case of 5 or more defeats of the main team during the championship,* [the club] *was allowed to terminate the employment agreement without compensation"*, this being *"a normal compensation of the salary increase and of the target fixed by* [the club] *to the team of coaches to recruit the best possible team and undertake the necessary steps in order to ensure thot the 2019 season be a success after the disastrous 2018 season".*

37. Moreover, in the club's point of view, between the dismissal of the former and the appointment of the new head-coach, there was *"absolutely no attempt by* [the club] *to terminate* [the coach]*'s contract"*.

38. In this respect, the club sustained that as from 7 June 2019, the coach *"started to adopt an obstructive conduct and to systematically and grossly breach his labour obligations under the Contract and the Job Description of 2019"* ending with the justified termination of the coaches' contract. In support of its position, the club provided various photos and videos allegedly demonstrating various breaches of the contract such as his unjustified absence as well as his refusal to sign the various and specific training duties he was assigned to by the new head-coach.

39. Furthermore, in its opinion, the club deemed that *"that the parties have agreed on the application of Kazakh law (on the merits). According to art. 2 of the Procedural Rules, and as the RSTP does not apply on the merits of the case, this case shall be adjudicated as per the agreements between the parties, and Kazakh law".* As such, the club deemed that *"the RSTP -and Swiss law- do not apply on the merits of the case, FIFA jurisprudence issued as per the RSTP and/or Swiss law is not relevant at all."*

40. As a consequence, the club relied on Kazakh law in order to sustain that *"*[the club] *has the right to terminate the Employment Agreement unilaterally in case of breach by* [the coach] *of the contract and/or in case of "repeated non-fulfilment or repeated improper performance of labour duties without reasonable excuse by the employee"* (note: the club referred to various articles of the contract directly referring to "*the legislation of the Republic of Kazakhstan"*).

41. In continuation, the club deemed that *"it is therefore crystal clear from the Employment Agreement, and the Job Description, that* [the coach] *had the obligation to observe and comply with the instructions and directive of his employer, and that his (only) task was to assist the head coach, who was his "superior". Accordingly,* [the coach] *had the duty and obligation to comply with the instructions of the head coach (…)* [and] *by failing to comply with the instructions by the head coach, and by* [the club], [the coach] *grossly breached his contractual obligations;* [the club] *was therefore entitled to terminate the employment agreement in accordance with its terms and Kazakh law".*

42. Therefore, in the club's opinion, the coach refused any collaboration with the new head coach as from 7 June 2019 by failing to *"accept any instruction from the new head coach"* and systematically breached his obligations under the aforementioned contractual documents.

43. In this respect, the club provided various *"warning letters"* by means of which the club allegedly drew the coaches' attention *"on his breaches of contract and of his obligation to comply with the head coach's instructions"*.

44. As a consequence and in application of the local Labour code, the club deemed that it was *"entitled to issue a disciplinary sanction against* [the coach]*, including terminating the Employment Agreement (…)* [the coach] *had had more than two working days to provide written explanations about his conduct, and he exercised this right".*

45. In continuation, the club held that on 20 June 2019 it became clear that the coach would not comply with his contractual obligations and therefore it had no other choice than to terminate the contract in full compliance with its terms and Kazakh law.

46. As a consequence, the club rejected the coaches' claim fully but recognized that, in case the contract had not been validly terminated on 20 June 2019, it would accept a maximum compensation for 10 days, *"i.e. the applicable notice period as* [the contract] *could be terminated at any time with a prior 10-day notice in case of more than five defeat during the 2019 season".* In addition, it required him to pay the costs of proceeding as well as to contribute to the club's legal fees incurred in connection with the present.

47. Upon request of the FIFA administration, the coach indicated that he signed an employment contract with the Bulgarian club PFC Beroe Stara Zagora valid as from 24 October 2019 until 10 June 2021, according to which he would earn USD 25,830 over the course of the relevant period.

II. Considerations of the Single Judge of the Players' Status Committee

1. First of all, the Single Judge of the Players' Status Committee (hereinafter also referred to as: *the Single Judge*) analysed whether he was competent to deal with the matter at hand. In this respect, the Single Judge took note that the present matter was submitted to FIFA on 28 June 2019. Taking into account the wording of art. 21 of the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand

2. Subsequently, the Single Judge referred to art. 3 par. 1 and 2 of the Procedural Rules and confirmed that in accordance with art. 23 par. 1 and 4 in combination with art. 22 lit. c) of the January 2020 edition of the Regulations on the Status and Transfer of

Players, he shall adjudicate on an employment-related dispute between a coach and a club that has an international dimension.

3. Furthermore, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and par. 2 of the Regulations on the Status and Transfer of Players (edition January 2020), and considering that the present claim was lodged on 29 June 2019, the June 2019 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

4. His competence and the applicable regulations having been established, and entering into the substance of the matter, the Single Judge started his analysis by acknowledging the facts of the case and the arguments of the parties as well as the documents contained in the file. However, the Single Judge emphasized that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

5. In this respect, the Single Judge acknowledged that, on 10 July 2018, the coach and the club had concluded an employment contract valid until 30 December 2020 which provided for the coach to work as *"assistant to the Head Coach"* against a monthly remuneration of USD 8,000 for the period 10 July-31 December 2018, and USD 10,000 as from 1 January 2019, along with performance incentives as well as benefits in kind.

6. In continuation, the Single Judge remarked that, in his claim to FIFA, the Claimant had accused the Respondent of having terminated their contractual relationship without just cause invoking *"bad results"* and of *"disciplinary issues"*, a few months after having dismissed the head coach for which he was originally working under in or around 30 April 2019 and having appointed a new head coach. The Single Judge also noted that, as such, the Claimant deemed *inter alia* being entitled to claim from the Respondent the payment of outstanding remuneration in the amount of USD 1,000, together with 5% interest p.a. as from 20 June 2019, and of compensation for breach of contract in the sum of USD 197,000 corresponding to the residual value of the contract (including flight tickets), together with 5% interest p.a. as from 20 June 2019. What is more, the Single Judge also observed that the coach requested the reimbursement of the flight ticket he had to purchase upon termination of the contract, along with the advance of costs he paid to FIFA in order to lodge the present claim.

7. In addition, the Single Judge noticed that, for its part, the Respondent, had rejected the claim of the Claimant arguing that in or around the beginning of June 2019, the coach started to adopt *"an obstructive conduct"* by refusing to abide to the new head coach's directives. After having been warned several times, the club stated that, in line with Kazakh labour law, the coach's misconduct amounted to just cause for termination of the contract.

8. After having thoroughly analysed the submissions of the parties as well as the documentation at his disposal, the Single Judge deemed that the first question to be addressed in the present matter was whether the Respondent had terminated the contract with or without just cause on 20 June 2019.

9. In this regard, the Single Judge recalled that the Respondent considered having had just cause to terminate the contract on the basis of several breaches which the Claimant would have committed and that therefore no compensation whatsoever was payable to the latter.

10. In this context, the Single Judge acknowledged that it had to examine whether the reason put forward by the Respondent could justify the termination of the contract in the present matter.

11. The Single Judge started by acknowledging that the coach sustained that his dismissal was in part motivated by *"bad results"*. In this respect, the Single Judge recalled that in line with the jurisprudence of the Players' Status Committee, negative sporting results cannot be held as a valid reason for a club to terminate the contract of a coach.

12. Nevertheless, the Single Judge, having paid particular attention to the termination notice dated 20 June 2019, noted that although the club is mentioning that the club had some unsatisfactory results during the course of season 2018/2019, the club unequivocally terminated the coach on the basis of *"improper behaviour"*, *"insubordination"* and *"refusal to complete specific assignments"*.

13. As such, the Single Judge had no other option but to set aside the argumentation of the coach regarding termination without just cause on the basis of sporting results and/or unilateral termination clause based on sporting results.

14. Then, the Single Judge assessed the argumentation of the parties with regards to the alleged repeated misconduct of the coach and pointed out that; (1) on one hand, the coach declared that he had been effectively put aside the first team of the club, either by being asked during training sessions to watch from the bench or from the stands during matches, whilst on the other hand (2) the club stated that the coach refused to cooperate and did not comply with his duties. In particular, the Single Judge duly noted that both parties provided extensive written and photographic evidence as well as footage in support of their respective positions.

15. Having analysed the aforementioned evidence, the Single Judge concluded that none of the parties did corroborate their version of events. In other words, the Single Judge concluded that based on the evidence at his disposal, it could not be determine whether the coach had been put aside from his coaching duties by the club despite the coach asking for his reintegration or whether the coach effectively refused to follow the new head coach's order and the club's directives despite being reminded to do so.

16. Having said that, the Single Judge referred to his well-established jurisprudence and emphasised that, as a general rule, only a breach or misconduct which is of a certain severity justifies the termination of a contract without notice. In other words, only when there are objective criteria which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to ensure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an *ultima ratio* measure.

17. Despite the diametrically opposed positions of the parties, the Single Judge emphasised that the club only sent warning letters to the coach, and that at no point the club appeared to have attempted conciliation nor summoned the coach for a disciplinary hearing. As such, the coach was never given an opportunity to answer the misconduct allegations.

18. In view of all the above, the Single Judge concluded that, in accordance with his constant jurisprudence, it cannot be determined that the conduct of the coach did reach a sufficient degree of severity, if any, that could justify a termination of contract without notice.

19. In view of all the aforementioned, the Single Judge was of the firm opinion that the club did not have just cause to prematurely terminate the employment contract with the coach.

20. After having established the foregoing, the Single Judge went on analysing the consequences of the termination of contract without just cause committed by the club.

21. Nevertheless, before entering the analysis of the consequences of the unjust termination of contract on the part of the club, the Single Judge deemed it appropriate to first assess whether any outstanding remuneration was still due by the club to the coach. In this regard, the Single Judge underlined that the coach had requested from the club the payment of a match bonus of USD 1,000 in relation to a draw on 16 June 2019, with an interest of 5% per year as from 20 June 2019. The Single Judge duly noted that the club did not bring any argumentation to contest the fact that said bonus was due to the coach.

22. In view of the aforementioned, considering the specific request of the coach as well as the content of the contract with regard to bonuses, bearing in mind that the contract between the parties had been terminated by the club on 20 June 2019 and taking into account the legal principle of *pacta sunt servanda*, which in essence means that agreements must be respected by the parties in good faith, the Single Judge resolved

that the club, in order to fulfil its obligations established in the contract, has to pay to the coach the outstanding amount of USD 1,000.

23. What is more, the Single Judge noted that the coach requested the reimbursement of a flight ticket of an amount of USD 1,000. The Single Judge, in line with his previous decision, determined that USD 400 rather corresponded to the average cost of a flight from Kazakhstan to Bulgaria.

24. Additionally and with regard to the coach's request for interest, the Single Judge, decided that the club has to pay to the coach interest as follows: 5% p.a. over the amount of USD 1,400 from 20 June 2019 until the date of effective payment.

25. Having established the aforementioned and turning his attention to the compensation payable to the coach by the club following the termination without just cause of contract by the latter, the Single Judge held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this respect, the Single Judge observed that no such clause existed in the contract. As a result, the Single Judge established that the amount of compensation due to the coach had to be assessed in accordance with other criteria, in line with the jurisprudence of the Players' Status Committee.

26. Bearing in mind the foregoing, the Single Judge proceeded with the calculation of the monies payable to the coach under the terms of the employment contract as from the date of termination without just cause by the Respondent until its natural expiration, bearing in mind that he would have received in total USD 190,000 as remuneration for the period as from June 2019 until December 2020. Consequently, the Single Judge concluded that the amount of USD 190,000 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.

27. Equally, the Single Judge verified as to whether the coach had signed a new employment contract after having been dismissed by the club on 20 June 2019 by means of which he would have been enabled to reduce his loss of income. According to his constant practice, such remuneration under a new employment contract would be taken into account in the calculation of the amount of compensation for breach of contract in connection with the coach's general obligation to mitigate his damages.

28. The Single Judge noted in this respect that the coach had signed a new employment contract with the Bulgarian club PFC Beroe Stara Zagora according to which he would earn USD 25,830 over the course of the relevant period.

29. In view of the above, the Single Judge concluded that the amount of USD 164,170 is to be paid by the club to the coach as compensation for breach of contract.

30. Equally and with regard to the coach's request for interest, the Single Judge, in accordance with his well-established jurisprudence, decided that the club has to pay to the coach 5% interest p.a. on the amount of USD 164,170 as from 28 June 2019 until the date of effective payment.

31. In addition, the Single Judge established that any other request of the coach had to be rejected.

32. Lastly, the Single Judge referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which in the proceedings before the Players' Status Committee and the Single Judge, costs in the maximum amount of CHF 25,000 are levied. The costs are to be borne in consideration of the parties' degree of success in the proceedings and are normally to be paid by the unsuccessful party.

33. In this respect, the Single Judge reiterated that the claim of the coach is partially accepted and that the club is the party at fault. Therefore, the Single Judge decided that the coach and the club have to bear the costs of the current proceedings in front of FIFA.

34. Furthermore and according to Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute. Consequently and taking into account that the total amount at dispute in the present matter is higher than CHF 200,001, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to CHF 25,000.

35. In conclusion and in view of the numerous submissions that had to be analysed in the present matter but taking into account that the present decision was taken by the Single Judge and not by the Players' Status *in corpore*, the Single Judge determined the costs of the current proceedings to the amount of CHF 15,000.

36. Consequently, the Single Judge determined that the coach has to pay the amount of CHF 4,000 and that the club has to pay the amount of CHF 11,000 in order to cover the costs of the present proceedings.

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III. Decision of the Single Judge of the Players' Status Committee

1. The claim of the Claimant, Petar Kolev, is partially accepted.

2. The Respondent, FC Irtysh Pavlodar, has to pay to the Claimant **within 30 days** as from the date of notification of this decision, the amount of USD 1,400, plus 5 % interest *p.a.* as from 20 June 2019 until the date of effective payment.

3. The Respondent has to pay to the Claimant, **within 30 days** as from the date of notification of the present decision, compensation for breach of contract in the amount of USD 164,170, plus 5 % interest *p.a.* as from 28 June 2019 until the date of effective payment.

4. In the event that the amounts due to the Claimant in accordance with the above-mentioned numbers 2. and 3. are not paid by the Respondent within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.

5. Any further claim lodged by the Claimant, is rejected.

6. The final costs of the proceedings in the amount of CHF 15,000 are to be paid to FIFA as follows:

   6.1. The amount of CHF 2,000 has to be paid by the Claimant. The Claimant shall be exempted from paying any procedural costs in view of the fact that it had already paid CHF 4,000 as advance of costs, and the difference shall be reimbursed to the Claimant.

   6.2. The amount of CHF 13,000 has to be paid by the Respondent to the following bank account, with reference to case nr. 19-01394/tle:

UBS Zurich
Account number 366.677.01U (FIFA Players' Status)
Clearing number 230
IBAN: CH27 0023 0230 3666 7701U
SWIFT: UBSWCHZH80A

7. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittances under point 2. and 3. above are to be made and to notify the Players' Status Committee of every payment received.

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Note related to the publication:

The FIFA administration may publish decisions issued by the Players' Status Committee or the DRC. Where such decisions contain confidential information, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

Note relating to the motivated decision (legal remedy):

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

For the Single Judge of the
Players' Status Committee

Emilio García Silvero
Chief Legal & Compliance Officer