

# Decision of the Players' Status Chamber

passed on 19 July 2022

regarding an employment-related dispute concerning the coach Alfonso Cortijo Cabrera

**BY:**

**Angélica Islas (Mexico)**

**CLAIMANT:**

**Alfonso Cortijo Cabrera, Spain**  
Represented by Esquad Abogados

**RESPONDENT:**

**Dalian Professional FC, China PR**  
Represented by Hankun Law

## I. Facts of the case

1. On 4 February 2021, the Spanish coach Alfonso Cortijo Cabrera (hereinafter: *the Claimant* or *the Coach*) and the Chinese club Dalian Professional FC (hereinafter: *the Respondent* or *the Club*) concluded an employment contract (hereinafter: *the First Contract*) valid until 31 December 2021.

2. Clause 6 of the First Contract reads *inter alia* as follows:

6.1.1 *Within 20 working days after this contract is signed and [the Claimant] arrived at Dalian and start to coach the first team, [the Respondent] shall make the payment in the amount of EUR 40,000 net of any Chinese applicable taxes, levies on any encumbrances (i.e. approximately euro 68,770 before tax), ask the prepaid salary for season 2021 to [the Claimant]'s bank account.*

6.1.2. *Additionally to the above mentioned the salary of season 2021 in the amount of EUR 160,000 net of any Chinese applicable taxes, levies and any encumbrances (i.e. approximately euro 255,297.00 before tax) shall be paid in 9 equal instalments before the end of each month from April 2021 to December 2021, both inclusive, after [the Claimant]'s arrival at Dalian [the Respondent] shall pay [the Claimant] euro 17,777.77 net of any Chinese applicable taxes, levies and any encumbrances (i.e. Approximately euro 28,366 before tax) on a monthly basis.*

*For the avoidance of any doubt, the total amount regarding fixed salary for [the Claimant] the term of the contract amounts to 200,000 euros net of any Chinese applicable taxes, levies and encumbrances (i.e. approximately euro 324,067.00).*

6.3 *All the amounts to be paid under the present contract including any retribution in kind are net of taxes in the People's Republic of China (including but not limited to personal income tax regional tax municipal tax or any other tax according to the legislation in force) and withholding tax therefore [the Respondent] will be responsible for any tax liability derived from the payment to be made to [the Claimant] person to this contract in China [the Respondent] would have to make the corresponding grow shop in order to pay [the Claimant] the net amount agreed in China this close is essential for the validity of the contract. For that reason should the People's Republic of China tax authorities request from [the Claimant] any amount, tax withholding, surcharge, sanction, interest or any other tax liability as a result of the payment arising from the contract then [the Claimant] shall be entitled to claim this amounts to [the Respondent] (...)*

3. On 8 December 2021, the parties signed a new employment contract valid from 1 January 2022 until 31 December 2022 (hereinafter: *the Second Contract*).

4. Clause 3.2 of the Second Contract reads as follows:

*[the Respondent] shall provide [the Claimant] with 1 round-trip business class flight tickets from Dalian to Spain for the contractual year.*

5. Clause 6 of the Second Contract reads inter alia as follows:

*The salary of [the Claimant] of Season 2022 in the amount of Euro 300,000.00 (in words: THREE HUNDRED THOUSAND EUROS) NET of any Chinese applicable taxes, levies and any encumbrances, (i.e., approximately Euro 497,973.00 before tax) shall be paid in 12 equal instalments before the 15th of the next month from January 2022 to December 2022, i.e., the monthly salary of [the Claimant] shall be EURO (25,000.00) EUROS (net of tax) (i.e., approximately Euro [41,497.75] before tax).*

*For the avoidance of any doubt, the total amount regarding fix salary for [the Claimant] for the term of the Contract amounts to 300,000.00 Euros (in words: THREE HUNDRED THOUSAND EUROS) net of any Chinese applicable taxes, levies and any encumbrances (i.e., approximately Euro (497,973.00) before tax).*

*6.3 All the amounts to be paid under the present contract including any retribution in kind are net of taxes in the People's Republic of China (including but not limited to personal income tax regional tax municipal tax or any other tax according to the legislation in force) and withholding tax therefore party a will be responsible for any tax liability derived from the payment to be made to [the Claimant] to this contract in China party a would have to make the corresponding grow shop in order to pay party be the net amount agreed in China this close is essential for the validity of the contract. For that reason, should the People's Republic of China tax authorities request from [the Claimant] any amount, tax withholding, surcharge, sanction, interest or any other tax liability as a result of the payment arising from the contract then party shall be entitled to claim this amounts to [the Respondent] (...)*

6. Clause 7.3 of the Second Contract reads as follows:

*This Contract may be terminated by [the Claimant] by notifying [the Respondent] in writing in the following situations, and in such case, [the Claimant] shall be entitled to be compensated by [the Respondent] of the remaining value of this Contract and in addition to the payments due and payable.*

*[the Respondent] is in default of payment of salary to [the Claimant] more than two or more months and [the Claimant] notify such defaulting right into [the Respondent] in accordance with the procedure foreseen in article 14 bis FIFA regulations on the status and transfer of players.*

*For the sake of clarity in the event [the Respondent] fails to pay to be at least two monthly salaries on the agreed due dates, [the Claimant] will be deemed to have a just cause to*

*terminate his contract, provided that he has put [the Respondent] in default in writing has granted a deadline of at least 15 days for [the Respondent] to fully comply with its financial obligations.*

*Therefore, in the event [the Respondent] does not fully remedy its default within the granted deadline, [the Claimant] will be entitled to terminate a contract with just cause, in which case both parties agreed that [the Claimant] will be entitled to receive compensation amounting to the remaining amounts since the effective date of termination until 31 December 2022, together with the accrued and payable remuneration up to the termination date.*

7. Clause 7.6 of the Second Contract reads as follows:

*7.6 In order to preserve the contractual stability enshrined by FIFA, the Parties hereby agree that if [the Respondent] decides to terminate this Contract without just cause before the termination of its duration, excluding clause 7.2, or in the event [the Claimant] terminates the present contract before the end of its term as a result of a contractual breach attributable to [the Respondent], [the Respondent] shall pay [the Claimant] within (30 days) from the breach, all the salaries pending at the date of termination until December 31st, 2022. All of the amounts to be paid by [the Respondent] to [the Claimant] shall be considered net of any taxes in China and [the Respondent] shall be obliged to provide all the documentation requested by [the Claimant] in accordance with clauses 6.3 and 6.5. As to the amounts stipulated herein and method of payment the parties declare as fair and just for the subscription of the Contract and [the Respondent] and [the Claimant] undertake not to dispute in front of any authority or to attempt to denounce, reduce or annul for no other reason other than those and only those mentioned in the present Contract. Consequently, said amounts shall not be moderated with any other future employment agreements of [the Claimant].*

8. Clause 8.2 of the Second Contract reads as follows:

*In case no settlement can be reached through negotiation within 10 days, the dispute shall be submitted to the competent dispute resolution body of FIFA with each Party expressly waiving the right to file litigation before any national courts and with the consequent option of appealing to the Court of Arbitration for Sport (TAS-CAS) in Switzerland. Both proceedings will follow the Swiss legislation and the FIFA regulations for the merits of the case as well as its own rules about the procedure enforce at the time of any possible dispute. English will be the official language of any proceedings.*

9. On 2 February 2022, the Claimant sent a notice to the Respondent requesting to be provided the invitation letters and the flight tickets from Spain to China, within 5 days and requested the outstanding amount of EUR 17,777.77 net and gave a deadline of 5 days to comply.

10. On 5 February 2022, the Respondent replied to the previous correspondence a provided some documents to be signed by the Claimant.
11. On 15 February 2022, the Claimant sent a second notice to the Respondent requesting to be provided the invitation letters and the flight tickets from Spain to China, within 5 days and requested the outstanding amount of EUR 17,777.77 net and gave a deadline of 5 days to comply.
12. On 4 March 2022, the Claimant sent a third notice to the Respondent requesting to be provided the invitation letters and the flight tickets to China and granted a deadline of 5 days to comply.
13. On 17 March 2022, the Claimant sent a new default notice to the Respondent stating that he had been prevented to join the team and that he was owed the salaries of December 2021, January 2022 and February 2022. The Claimant requested to be provided the invitation letters and the flight tickets to China within 5 days and to be paid the due amounts within 15 days, to no avail.
14. On or around 18 March 2022, the Respondent hired a new head coach.
15. On 5 April 2022, the Claimant terminated the Contract, adducing just cause.
16. On 9 April 2022, the Respondent sent an email to the Claimant requesting him to join the team by 1 May 2022.
17. On 12 April 2022, the Claimant sent a notice to the Respondent acknowledge the previous correspondence and informing that the Contract had already been terminated.
18. The Claimant informed FIFA that he remained unemployed.

## **II. Proceedings before FIFA**

19. On 26 April 2022, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### **a. Position of the Claimant**

20. The Claimant states that he coached the first team of the Respondent during the training sessions that took place in the month of January 2022, as well as in at least three (3) official matches, the last of which was played on 12 January 2022, before going on vacations.

21. According to the Claimant, following the relegation of the Respondent to the Second Division, officials of the club contacted the Claimant urging him to resign. However, the Coach insisted that his sole intention was to fulfil his obligations.
22. The Claimant states that the Respondent summoned all members of the First Team to the premises on 16 February 2022, but expressly excluded the Coach.
23. The Claimant deems that in view of the serious, persistent and unjustified breaches of the Respondent, he was entitled to terminate the Contract with just cause under the provisions of Articles 4 and 5 of Annex 2 of the FIFA RETJ and Clause 7.3 of the Employment Contract.
24. The Claimant considers that the Respondent breached its obligation to provide the Coach with the necessary documentation to be able to travel to China in order to fulfil the Contract, among others, the corresponding P.U. Invitation Letter required by the Chinese Government for all foreign persons to obtain the corresponding work visa, which entitles him to work in China.
25. The Claimant states that he sent four communications to the Respondent requesting it to cease its non-compliant conduct, and to provide the necessary documentation to be able to travel to work in China.
26. The Claimant further states that the Respondent started the pre-season of the first team for the 2022 Season with a completely different coaching staff managing the first team and on 19 March 2022 announced the recruitment of a new Head Coach.
27. In the view of the Claimant, he had just cause to terminate the Contract early, since the Respondent *"violated his most basic and essential fundamental labour rights by:*
  - *attempting to force and pressure the plaintiff to terminate the Contract early, without just cause;*
  - *failing to take the necessary steps to obtain the work visa and airline tickets;*
  - *excluding him from the dynamic of the first team of the club; and*
  - *finally, emptying his Employment Contract of its content, violating his right to effective employment and making it absolutely impossible for the Coach to provide his services, by hiring a new Head Coach for the 2022 season."*
28. The Claimant states that he sent four notices to the Club, the last of which was dated 17 March 2022, by which it granted the Respondent a period of fifteen (15) days to remedy the breach of its financial obligations by paying the three (3) monthly salaries owed.

29. The Claimant states that he complied with the requirements of art. 7.3 of the Second Contract: a debt of at least two (2) monthly payments and the failure of the Respondent to remedy the breach of contract within fifteen (15) days.
30. The Claimant, in application of Clauses 7.3 and 7. 6 of the Second Contract and Article 6 of Annex 2 of the FIFA Regulations, requests a compensation equivalent to the remuneration that the Applicant would have received from the date of termination of the Contract (5 April 2022), until the end of its initial term (31 December 2022), the total amount of which is EUR 220,833.34 NET without applying any type of reduction or decrease.
31. The Claimant filed the following requests for relief:
- a) *after assessing the non-fulfilment of the contractual obligations of an economic and non-economic nature contracted by DALIAN PRO vis-à-vis Mr ALFONSO CORTIJO CABRERA, declare that the applicant terminated the Employment Contract binding him to the defendant Club with just cause, all in accordance with the provisions of Articles 4 and 5 of Annex 2 of the FIFA RETJ and Clauses 7.3 and 7.6 of the Employment Contract;*
  - b) *Consequently, order the defendant Club to pay the plaintiff Coach the remuneration due until 5 April 2022, i.e. until the date of termination of the Employment Contract for just cause arising from the contractual breaches perpetrated by the defendant Club, in the amount of EURO 96,944.43 NET.*
  - c) *order DALIAN PRO to pay the applicant interest on the non-payment of the remuneration due, calculated at an interest rate of FIVE PERCENT (5%) per annum, from the date on which the salaries due became due and payable until the actual date of payment;*
  - d) *additionally, order DALIAN PRO to pay the applicant damages arising from the breach of the Employment Contract in the amount corresponding to the residual value of that contract from the date of termination of the contract until the initially agreed date of termination, that is to say, from 5 April 2022 until 31 December 2022, in the sum of EURO 220,833.34 NET without applying any type of reduction or decrease, as expressly agreed by the parties,*
  - e) *in respect of the compensation claimed, order DALIAN PRO to pay the Claimant the corresponding interest calculated at the rate of FIVE PERCENT (5%) from the date on which the FIFA Arbitration Tribunal's Players' Status Chamber renders its decision in the present proceedings.*
  - f) *order the Respondent Club to pay all costs and expenses in connection with these proceedings.*

#### **b. Position of the Respondent**

32. The Respondent replied stating that *"after the Chinese Super League's regular season finished on 4 January 2022, the Club ended up ranking only 15th, which was at the bottom of the Rankings. the Club would have to participate in upcoming the relegation playoff to be held*



*in January 2022, competing with the team that had the highest ranking in the lower-tier Chinese League One for a place in the Chinese Super League next season."*

33. The Respondent further states that the Coach suddenly raised that the term of the Contracts was due to expire on 31 December 2021 and that the Club had to renew their contracts for another year (i.e., the 2022 season).
34. The Respondent states that *it "had no choice but to renew the contracts temporarily. With the true intention to renew the contracts only for the relegation playoff, to be in compliance with the minimum contract length required by art. 18 par. 2 of the Regulations on the Status and Transfer of Players, which provides, "[t]he minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years," the Club had no alternative but to respectively renewed for another year ches would not coach the upcoming relegation playoff."*
35. The Respondent argues that *"since January 2022, due to the intense epidemic prevention and control, there have been very limited flights from European countries to China, as most of the flights were suspended. Coupled with the strict nucleic acid and antigen testing time and interval requirements issued by the Chinese Embassy in Spain, even a transition through a third country would be very difficult to meet the health code application requirements of both the departure country and the transit country in this transit process. Thus, it is objectively impossible for the Two Coaches to travel to China to coach during this period."*
36. The Respondent deems that *"if the Two Coaches really wanted to return to China to coach, they could apply for work visas to enter China without any assistance from the Club. However, José consistently required the Club to provide unnecessary P.U. Letters in his communication with Lin and used this as an excuse for not being able to return to China to coach"*.
37. In the view of the Respondent, the Contracts are not valid and are not legally binding on the Club because although the renewed Contracts may meet the formality requirements, there was no *"meeting of the minds"*.
38. The Respondent underlines that *"the coaching skills of the Two Coaches substantially failed to meet the expectations and there were objectively many mistakes in tactics and player selection, the team performed poorly and ranked bottom in the 2021 season of the Chinese Super League"*.
39. It further states that *"the highly incompetent coaching performance is the exact reason for the Club's relegation, resulting in the Club's suffering in both finance and reputation. The dismissal of the Two Coaches is a justified result that is absolutely in line with the value of modern football"*.



40. The Respondent states that it *“respects the signed renewed contracts. However, the renewed contracts are objectively unable to be performed due to force majeure and the Two Coaches also have no intention to continue the performance of the contract and return to China in coaching the team”*.
41. The Respondent states that *“the Club has signed “pro forma” renewal contracts with the Two Coaches, and the Club is willing to continue to perform the Contracts out of good faith after adjusting the salaries”*.
42. The Respondent filed the following requests for relief:

*the Club respectfully requests that the Football Tribunal:*

*a) dismiss all Alfonso’s claims;*

*b) order that Alfonso pay all fees and expenses arising out of or in connection with this Case.*

### **III. Considerations of the Players’ Status Chamber**

#### **a. Competence and applicable legal framework**

43. First of all, the Players’ Status Chamber (hereinafter also referred to as Single Judge) analysed whether she was competent to deal with the case at hand. In this respect, she took note that the present matter was presented to FIFA on 26 April 2022 and submitted for decision on 19 July 2022. Taking into account the wording of art. 34 of the June 2022 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: the Procedural Rules), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
44. Subsequently, the Single Judge referred to art. 2 par. 1 and art. 24 par. 2 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. c) of the Regulations on the Status and Transfer of Players (July 2022 edition), she is competent to deal with the matter at stake, which concerns an employment-related dispute between a club and a coach of an international dimension.
45. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (July 2022 edition) and considering that the present claim was lodged on 26 April 2022, the March 2022 edition of said regulations (hereinafter: the Regulations) is applicable to the matter at hand as to the substance.

### **b. Burden of proof**

46. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof.

### **c. Merits of the dispute**

47. Her competence and the applicable regulations having been established; the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised 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.

#### **i. Main legal discussion and considerations**

48. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the parties strongly dispute the existence of just cause for the termination of the Contract.
49. In this context, the Single Judge acknowledged that it her task was to assess the following points:
- Was the Second Contract valid?
  - In the affirmative, had the Second Contract been terminated by either party? and
  - In the affirmative, whether the termination was with or without just cause.
50. The Single Judge noted that the Respondent raised several allegations regarding the invalidity of the Second Contract. In particular, the Respondent states that although the Contract was dully executed between the parties, there did not exist a "*meeting of the minds*".
51. In this regard, the Single Judge recalled the content of art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. With this in mind, the Single Judge deemed that it was up to the Respondent to prove that the employment relationship was to be deemed invalid.
52. Furthermore, the Single Judge underlined that the Respondent put forward several seemingly contradicting arguments, such as the existence of just cause due to the alleged incompetent coaching skills of the Claimant or its willingness to respect the Second Contract albeit its impossibility due to the existence of force majeure.

53. Based on the above, the Single Judge concluded that the Respondent had not provided any convincing evidence to support the invalidity of the Second Contract and therefore it shall be deemed valid and enforceable between the parties.
54. Having established the above, the Single Judge turned to the matter of the termination of the Second Contract. In this regard, the Single Judge determined that, based on the evidence on file, the Claimant terminated the Contract when he sent the termination notice to the Respondent on 5 April 2022.
55. The Single Judge observed that the Claimant raised several motives for the termination, including the non-payment of salaries since December 2021; the non-financial breaches such as failing to take the necessary steps to obtain the work visa and airline tickets; and the hiring of a new head coach.
56. The Single Judge proceeded to analyse each of the motives which, in individually if found proven, would confirm the existence of just cause in the contractual termination.
57. As for the first motive, the existence of overdue salaries, the Single Judge acknowledged that her task was to determine, based on the evidence presented by the parties, whether the claimed amounts had in fact remained unpaid by the Respondent and, if so, whether the formal pre-requisites of art. 5 Annex 2 of the Regulations had in fact been fulfilled.
58. The Single Judge then referred to the wording of art. 5 Annex 2 par.1 of the Regulations, in accordance with which, if a club unlawfully fails to pay a coach at least two monthly salaries on their due dates, the coach will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).
59. The Single Judge noted that the Claimant claims not having received his remuneration corresponding to:
- EUR 17,777.77 NET, corresponding to the salary December 2021, due on 31 December 2021
  - EUR 25,000.00 NET, corresponding to the salary January 2022, due on 15 February 2022
  - EUR 25,000.00 NET, corresponding to the salary February 2022 due on 15 March 2022
60. Furthermore, the Single Judge noted that the Claimant has provided written evidence of having put the Respondent in default on 17 March 2022, i.e. at least 15 days before unilaterally terminating the contract on 5 April 2022.
61. The Single Judge also noted that in the case at hand the Respondent bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties. Nonetheless, the Respondent has neither contested the existence

of the said debt nor has provided any proof of payment of the amounts claimed as outstanding by the Claimant.

62. Thus, the Single Judge concluded that the Claimant had a just cause to unilaterally terminate the contract, based on art. 5 Annex 2 the Regulations.
63. Based on the foregoing, the Single Judge deemed that, since the existence of just cause had been proven, it was not necessary to further analyse the subsequent motives raised by the Claimant in the notice of termination.

## ii. Consequences

64. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the Claimant, are equivalent to 3 salaries under the contract, amounting to EUR 67,777.77 net.
65. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination, i.e. EUR 67,777.77 net (i.e. EUR 17,777.77 as salary for December 2021, plus EUR 25,000 times 2 as salaries for January and February 2022).
66. In addition, taking into consideration the Claimant's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from the respective due dates until the date of effective payment.
67. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable to the coach by the club in the case at stake. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 6 par. 2 of Annexe 2 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the remuneration and other benefits due to the coach under the existing contract and/or the new contract and the time remaining on the existing contract.
68. In application of the relevant provision, the Single Judge held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract.
69. In this regard, the Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

70. As a consequence, the Single Judge determined that the amount of compensation payable by the club to the coach had to be assessed in application of the parameters set out in art. 6 par. 2 of Annexe 2 of the Regulations.
71. Bearing in mind the foregoing as well as the claim of the coach, the Single Judge proceeded with the calculation of the monies payable to the coach under the terms of the contract until its term. Consequently, the Single Judge concluded that the amount of EUR 250,000 (i.e. EUR 25,000 \* 10 months from March to December 2022) serves as the basis for the determination of the amount of compensation for breach of contract.
72. In continuation, the Single Judge verified whether the coach had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the Single Judge as well as art. 6 par. 2 lit. b) of Annex 2 of the Regulations, such remuneration under a new employment contract shall 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.
73. In this respect, the Single Judge noted that the coach remained unemployed since the unilateral termination of the contract.
74. The Single Judge referred to art. 6 par. 2 lit. a) of Annex 2 of the Regulations, according to which, in case the coach did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
75. In this respect, the Single Judge decided to award the coach compensation for breach of contract in the amount of EUR 25,000 net, i.e. the residual value of the contract.
76. Lastly, taking into consideration the coach's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the coach interest on said compensation at the rate of 5% p.a. as of the date of claim, 26 April 2022, until the date of effective payment.

### **iii. Compliance with monetary decisions**

77. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.

78. In this regard, the Single Judge highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.
79. Therefore, bearing in mind the above, the Single Judge decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
80. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
81. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

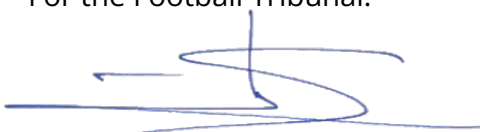
#### **d. Costs**

82. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
83. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
84. Lastly, the Single Judge concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Alfonso Cortijo Cabrera, is partially accepted.
2. The Respondent, Dalian Professional FC, has to pay to the Claimant, the following amount(s):
  - EUR 67,777.77 as outstanding remuneration plus 5% interest p.a. as follows  
  
On EUR 17,777.77 from 1 January 2022 until the date of effective payment;  
On EUR 25,000.00 from 16 February 2022 until the date of effective payment;  
On EUR 25,000.00 from 16 March 2022 until the date of effective payment;
  - EUR 250,000.00 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 26 April 2022 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annex 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance art. 8 par. 7 and 8 of Annex 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer



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**NOTE RELATED TO THE APPEAL PROCEDURE:**

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

**NOTE RELATED TO THE PUBLICATION:**

FIFA may publish this decision. For reasons of confidentiality, 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 17 of the Procedural Rules).

**CONTACT INFORMATION**

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