

Decision of the Players Status Chamber

passed on 6 November 2023

regarding an employment-related dispute concerning
the coach **Gianluca Atzori**

BY:

Jesús ARROYO (Spain), Single Judge of the Players Status Chamber

CLAIMANT:

Gianluca Atzori, Italy

Represented by Loizos Hadjidemetriou

RESPONDENT:

FLORIANA, Malta

I. Facts of the case

1. On 12 June 2021, the Italian coach, Gianluca Atzori (hereinafter: *Claimant* or *coach*) and the Maltese club, Floriana (hereinafter: *club* or *Respondent*) concluded an employment contract (hereinafter: contract 1) valid as from 1 July 2021 until the end of the season 2022/2023.
2. The Claimant was employed as head coach.
3. On 1 April 2022, the parties concluded a bonus agreement (hereinafter: *bonus agreement 1*), according to which the club undertook to pay the following bonuses split between 32 persons (players and staff) listed:
 - EUR 100,000 in case the team would win the MFA Championship 2021-22;
 - EUR 50,000 in case the team would win qualification to an UEFA Competition.
4. On 1 April 2022, the parties concluded another bonus agreement (hereinafter: *bonus agreement 2*), according to which the club undertook to pay the following bonuses split between 27 persons (players and staff) listed:
 - EUR 100,000 in case the team would win qualification to an UEFA Competition.
5. On 11 August 2022, the parties concluded a new employment contract (hereinafter: *contract 2*) valid as from 1 July 2022 until the “*last Floriana FC competitive match of season 2023/2024*”.
6. The Claimant was employed as head coach.
7. According to contract 2, the Respondent undertook to pay the Claimant the following monies:
 - EUR 3,500 net (EUR 4,011.32 gross) as monthly salary;
 - EUR 5,000 as “*performance bonus*” on 30 November 2022;
 - EUR 5,000 as “*performance bonus*” on 28 February 2023;
 - EUR 5,000 as “*performance bonus*” on 31 May 2023;
 - EUR 5,000 as “*performance bonus*” on 30 November 2023;
 - EUR 5,000 as “*performance bonus*” on 28 February 2024;
 - EUR 5,000 as “*performance bonus*” on 31 May 2024.
8. Art. 2.2. of contract 2 establishes: “*The Head coach will be paid a one-time bonus of €10,000 if the team wins the Premier League or a one-time bonus of €5,000 if the team qualifies for participation in UEFA Europa/Conference League.*”
9. Art. 5.3 of contract 2 reads as follows: “*In case of any dispute arising out of this Contract, the parties agree that they shall first try to settle it in an amicable manner. If such solution is not found, the aggrieved party shall file a complaint with the competent board of the Malta Football Association to decide such dispute.*”

10. Art. 3.4 of contract 2 states: *"The Head coach is to provide his expertise to the Technical team when considering new signings for the Senior Squad. Likewise, he is to provide input to the Technical team when considering selling or loaning of Floriana Football Club players."*
11. After the last match of the season 2022/2023 on 21 April 2023, the coach (and his staff) left Malta and returned to Italy for holidays.
12. On 21 April 2023, the Claimant put the Respondent in default and requested payment of EUR 23,287, corresponding to the salaries of March and April 2023 (2x EUR 4,011.32) as well as bonuses. He requested payment within 15 days.
13. Between 21 and 22 April 2023, the coaching staff was invited via WhatsApp chat to a personal meeting with the club taking place between 24 and 26 April 2023.
14. The coach replied that he would take part in the meeting via Video-call.
15. On 22 April 2023 (in the evening), the club stated that the coach was not able to meet in person since he left the country. The club issued a disciplinary warning and requested the coach to return to Malta immediately.
16. On 25 April 2023, the club sent a second letter to the coach, requesting him to return to the club *"immediate and by no later than the 26th of April 2023"*.
17. On 26 April 2023, the club sent a third letter to the coach as *"third and final warning"*. The club requested him to return to work.
18. On 27 April 2023, the coach replied to the club stating that he does not understand the club's actions as it was duly informed about his absence. Further he held that it was normal that player's and staff left Malta after the last match of the season, as in previous years. The coach also stated that he had to undergo treatment regarding his knee. He offered again to take part in the meetings via video call or to travel to Malta after 6 May 2023, the date of his MRI regarding the knee injury.
19. On 28 April 2023, the club's vice president contacted the coach via WhatsApp and offered terms for a termination agreement, which was rejected by the coach.
20. On 2 May 2023, the club's vice president made another proposal to the coach in order to terminate the contract, followed by a counterproposal of the coach. No agreement was reached.
21. On 7 May 2023 (18:13 CET), the club sent an email requesting the coach to attend a meeting in person in Malta the next day.

22. On 9 May 2023, the club requested the coach to attend a meeting of the “disciplinary board” for the following day. The email contained a letter of the club addressed to the disciplinary board, which stated that the club “seeks the termination of the contract” based on the coach’s “breaches”.
23. On 9 May 2023, the coach terminated his contract with the club invoking “art. 14 and 14bis RSTP”, due to the outstanding remuneration.
24. On 10 May 2023, the club initiated disciplinary proceedings against the coach.
25. On 16 May 2023, the NDRC of the Maltese FA (hereinafter: *MFA NDRC*) contacted the coach requesting him to fill in a form and informed the coach that the club lodged a claim requesting EUR 49,602 from him due to an alleged breach of contract.
26. On 19 May 2023, the NDRC of the Maltese FA contacted the coach again and requested him to attend a meeting of the “complaints board to be held on Monday 5 June 2023 at 5.30pm at the HQ of the Malta Football Association”.
27. On 5 June 2023, the MFA NDRC acknowledged receipt of the reply of the coach which contested the competence of the MFA NDRC, while arguing that he had lodged a claim with the Football Tribunal of FIFA in the meantime. In said letter however, the MFA NDRC declared itself competent to decide the matter at hand.
28. The coach confirmed that he remained unemployed until today.

II. Proceedings before FIFA

29. On 4 June 2023, 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

30. In his claim, the Claimant requested payment of the following monies:
 - *“i. EUR 4,011.32 as the Claimant’s due salary for February 2023, plus legal interest from 01/03/2023 until full payment.*
 - *ii. EUR 4,011.32 as the Claimant’s due salary for March 2023, plus legal interest from 01/04/2023 until full payment.*
 - *iii. EUR 4,011.32 as the Claimant’s due salary for April 2023, plus legal interest from 01/05/2023 until full payment.*
 - *iv. EUR 5,000 as due performance allowance, plus legal interest from 01/03/2023 until full payment.*

- v. EUR 5,000 as due UEFA qualification bonus, plus legal interest from 06/05/2022 until full payment.
 - vi. EUR 1,562 as due bonus under the first bonus agreement dated 01/04/2023, plus legal interest from 06/05/2022 until full payment.
 - vii. EUR 3,703 as due bonus under the second bonus agreement dated 01/04/2023, plus legal interest from 06/05/2022 until full payment.
 - viii. EUR 53,216.85 as compensation corresponding to the residual monthly salaries of the Claimant, plus legal interest from this claim's filing date until full settlement.
 - ix. EUR 20,000 as compensation corresponding to the residual value of the Claimant's performance allowances, plus legal interest from this claim's filing date until full settlement.
 - x. EUR 13,300 as compensation corresponding to the residual value of the Claimant's accommodation allowance, plus legal interest from this claim's filing date until full settlement.
 - xi. EUR 532 as compensation corresponding to the residual value of the Claimant's agreed flight tickets, plus legal interest from this claim's filing date until full settlement.
 - xii. EUR 12,033.96 as Additional Compensation in case the Claimant finds new employment, as per art. 6(2)(a), Annexe 2 of the FIFA RSTP, plus legal interest from this claim's filing date until full settlement."
31. In his claim, the coach argued that he had just cause to terminate the contract in accordance with the regulations due to outstanding remuneration of more than two monthly salaries. The coach pointed out that he put the club in default before terminating the contract.
32. In this regard, the coach rejected any breach of the contract by himself and he maintained that duly informed the club about his holidays in Italy combined with medical appointments regarding his knee.
33. The Claimant argued that he always replied to the club's letters explaining the situation and that no disciplinary proceeding was formally initiated before his termination. Therefore, the coach held that the club "*accepted and consented*" to the coach's trip to Italy.
34. Further, the coach argued that the club tried to negotiate a mutual termination and was not interested in his return to Malta.
35. Moreover, the Claimant emphasized that he rejected the competence of the MFA NDRC from the beginning.
36. According to the coach art. 5.3 of contract 2 is "*general and vague*" and does not indicate a "*specific board or tribunal*". He further pointed out that he was never informed which "*competent board*" would decide a possible dispute between them.

37. Furthermore, the coach maintained that the MFA NDRC is not independent and does not satisfy the principle of equal representation.
38. On account of the above, he held that the MFA NDRC is not competent to decide the matter at hand.

b. Position of the Respondent

39. In its reply, the Respondent rejected the claim as to the substance and contested FIFA's jurisdiction on the basis of art. 5.3 of contract 2.
40. The club rejected the Claimant's argument that the arbitration clause is not clear and specific. The Respondent argued that such clause *"is not limited to employment disputes but is an all-encompassing clause that accommodates any dispute between the parties and that is why it refers to the competent board rather than a specific board"*.
41. Moreover, the club held that the coach understood the arbitration clause and therefore consented to the jurisdiction of the MFA NDRC.
42. The club further pointed out that the current claim was lodged after the claim in front of the MFA NDRC.
43. According to the club, the MFA NDRC is independent and does meet the requirement of equal representation.
44. As to the substance, the club argued that the coach did not inform it about his trip to Italy.
45. Further, it held that coach already in April 2023 expressed that he would no longer want to be the coach of the team for the upcoming season.
46. Additionally, the club alleged that the coach offered his services for youth coaching in Italy, as of 6 June 2022, which constitutes a breach by the coach.
47. The club also put forward that art. 3.4 of contract 2 establishes that he should have been present in Malta as it is clear that the transfer business is carried out between the seasons.
48. Moreover, the club stated that it tried to solve the dispute amicably by offering terms for a termination agreement. The club stated that the parties agreed on the basic terms of this agreement, without having signed the agreement yet.
49. Regarding the default notice received by the coach, the club pointed out that the parties entered into negotiations that altered the claimed amount in the present claim. In this regard, the club argued that those events had *"abrogating effect"*.

50. As to the outstanding amounts claimed, the club stated that it *“has no submissions to make with regards to the due payables being claimed”*, but it pointed out that the amounts are gross and not net.
51. As to the bonuses claimed, the club maintained that such bonuses would only be paid after the collection of the fees from FIFA, UEFA and MFA.
52. The club argued that the performance allowance is not part of this salary but is conditional upon future events.

c. Replica of the Claimant

53. In his replica, the Claimant reiterated his position.
54. He pointed out that the Respondent did not dispute the outstanding remuneration *“for at least 2 months”* and that it was given 15 days to remedy the default as well as that the debt existed when the contract was terminated.
55. Furthermore, the coach argued that the club failed to give any reason for such debt.
56. The coach insisted that he informed the club verbally about his trip to Italy.
57. He also denied having had the intention to leave the team before terminating the contract.
58. Moreover, the Claimant rejected the club’s argumentation that the default notice was set aside due to negotiations since he never waived any rights. He pointed out that he never agreed to any mutual termination.
59. In this regard, the coach pointed out that no mutual termination was mentioned in the club’s claim in front of the MFA NDRC, which shows that such argument must be rejected.
60. The coach insisted on FIFA’s competence and rejected the club’s arguments that the arbitration clause is clear as well as the NDRC fulfils the requirements.

d. Duplica of the Respondent

61. In its duplica, the Respondent reiterated its position.
62. The club explained that the delay of payments occurred due to *“temporary financial difficulties”*.

63. The Respondent insisted that it paid the coach to provide services in Malta and not online, while it insisted that the absence was unauthorised. The club held that the coach did not provide any proof that he informed it about the trip.
64. In this regard, the club pointed out that an MRI could have been done in Malta as well.
65. Moreover, the club insisted that the default notice lost its effect as the parties negotiated and since the coach amended his claim.
66. On account of the above, the club held that the coach acted in bad faith by negotiating and subsequently terminating the contract.
67. The club insisted on the competence of the MFA NDRC.

III. Considerations of the Players Status Chamber

a. Competence and applicable legal framework

68. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 4 June 2023 and submitted for decision on 6 November 2023. Taking into account the wording of art. 34 of the March 2023 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.
69. 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 (March 2023), he is, in principle, competent to deal with the matter at stake, which concerns an employment-related dispute between a club and a coach of an international dimension.
70. The Single Judge further noted that the Respondent contested the competence of FIFA's deciding bodies in favour of the National Dispute Resolution Chamber of Malta (hereinafter: the *MFA NDRC*), alleging that the latter is competent to deal with any dispute deriving from contract 2, in accordance with its clause 5.3.
71. The Single Judge also noted that the Claimant insisted on the competence of FIFA to adjudicate the present claim, sustaining that the contract does not contain a clear and exclusive jurisdiction clause in favour of the MFA NDRC and that the latter is not an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs.

72. Taking into account all the above, the Single Judge emphasised that in accordance with the Regulations on the Status and Transfer of Players, FIFA is, in principle, competent to hear an employment-related dispute between a club and a player of an international dimension. Nevertheless, the parties may explicitly opt in writing for such dispute to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs. Equally, the Single Judge referred to the principles contained in the FIFA National Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.
73. In this context, Single Judge pointed out that he should first analyse whether the employment contract at the basis of the present dispute contained a clear and exclusive jurisdiction clause in favour of the MFA NDRC.
74. In this respect, the Single Judge referred to clause 5.3 of contract 2, according to which: *"In case of any dispute arising out of this Contract, the parties agree that they shall first try to settle it in an amicable manner. If such solution is not found, the aggrieved party shall file a complaint with the competent board of the Malta Football Association to decide such dispute."*
75. The Single Judge, after analysing the wording of the jurisdiction clause, concluded that such clause did not clearly and exclusively establish the competence of the MFA NDRC, as it does not refer to the exact body allegedly competent, in accordance with art. 22 par. 1 lit. b) of the aforementioned Regulations.
76. As a consequence, the Single Judge was of the opinion that the first pre-requisite for establishing the competence of an NDRC was not met, and therefore, without the need to enter the analysis of any further requirement, he established that the Respondent's objection to the competence of FIFA to deal with the present matter has to be rejected and that the Dispute Resolution Chamber is competent, on the basis of art. 22 par. 1 lit. b) of the Regulations, to consider the present matter as to the substance.
77. Subsequently, 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 2 of the Regulations on the Status and Transfer of Players (May 2023), and considering that the present claim was lodged on 6 June 2023, the May 2023 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

78. 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. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

79. His 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

80. 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 circumstances of the termination of the contract.

81. In this context, the Single Judge acknowledged that his task was to decide if the coach had just cause to terminate the contract on 9 May 2022 or not, and to decide on the consequences arising thereof.

82. The Single Judge noted that according to the Claimant, he terminated the contract with just cause due to outstanding remuneration.

83. On the other side, the Single Judge took notice of the Respondent's argumentation, according to which the coach was absent without justification and that the negotiations taking place after the default notice had suspensive effect, which results in the coach not having had just cause to terminate the contract on 9 May 2023.

84. The Single Judge duly noted that the Claimant claims not having received his remuneration corresponding to more than 3 monthly salaries (February 2023 to April 2023, plus bonuses and allowances). Furthermore, the Claimant has provided written evidence of having put the Respondent in default on 21 April 2023, *i.e.* at least 15 days before unilaterally terminating the contract on 9 May 2023.

85. The Single Judge further established 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 failed to do so.
86. Moreover, the Single Judge wished to address the allegations of the club. In this regard, he pointed out that the absence of the coach after the last match of the season is documented and appears to be reasonable, taking into account the medical treatment in his home country and the usual practice to take holidays in between seasons. Furthermore, the coach replied to the letters of the club and explained his willingness to take part in online meetings, however he was not able to fly to Malta for medical reasons. Therefore, such argument of the club has to be rejected.
87. The Single Judge further maintained that the allegation that the coach rendered services in Italy is not substantiated.
88. Additionally, the Single Judge pointed out that the amended claim of the coach and/or possible negotiations between the parties do not give suspensive effect to the default notice.
89. Thus, taking into account the above, the Single Judge concluded that the Claimant had a just cause to unilaterally terminate the contract, based on art. 5 par. 2 of Annexe 2 of the Regulations.

ii. Consequences

90. Having stated the above, the members of the Single Judge turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
91. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, amount to EUR 25,765 net, as follows:
- EUR 3,500 as salary for February 2023;
 - EUR 3,500 as salary for March 2023;
 - EUR 3,500 as salary for April 2023;
 - EUR 5,000 as performance bonus due on 28 February 2023;
 - EUR 5,000 as due UEFA qualification bonus ;
 - EUR 1,562 as due bonus under the first bonus agreement;
 - EUR 3,703 as due bonus under the second bonus agreement;
92. 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 25,765.

93. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the Single Judge 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.
94. 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.
95. 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.
96. 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.
97. 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.
98. 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 62,000 (i.e. 12x EUR 3,500 plus EUR 20,000) serves as the basis for the determination of the amount of compensation for breach of contract.
99. 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.
100. In this respect, the Single Judge noted that the coach remained unemployed since the unilateral termination of the contract.

101. 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.
102. In this respect, the Single Judge decided to award the coach compensation for breach of contract in the amount of EUR 62,000 as the residual value of the contract.
103. 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 10 May 2023 until the date of effective payment.

iii. Compliance with monetary decisions

104. 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.
105. 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.
106. 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.
107. 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.
108. 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

109. 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 Chamber decided that no procedural costs were to be imposed on the parties.

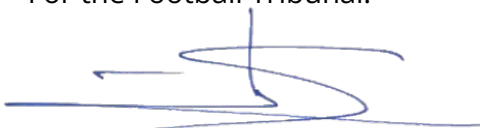
110. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

111. 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 Football Tribunal has jurisdiction to hear the claim of the claimant, Gianluca Atzori.
2. The claim of the Claimant, Gianluca Atzori, is partially accepted.
3. The Respondent, FLORIANA, must pay to the Claimant the following amount(s):
 - **EUR 8,500 as outstanding remuneration** plus 5% interest *p.a.* as from 1 March 2023 until the date of effective payment;
 - **EUR 3,500 as outstanding remuneration** plus 5% interest *p.a.* as from 1 April 2023 until the date of effective payment;
 - **EUR 3,500 as outstanding remuneration** plus 5% interest *p.a.* as from 1 May 2023 until the date of effective payment;
 - **EUR 10,265 as outstanding remuneration** plus 5% interest *p.a.* as from 6 May 2022 until the date of effective payment;
 - **EUR 62,000 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 10 May 2023 until the date of effective payment.
4. Any further claims of the Claimant are rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. Pursuant to art. 8 of Annexe 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.
7. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
8. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

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 Governing the Football Tribunal).

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