

Decision of the Dispute Resolution Chamber

passed on 1 April 2025

regarding an employment-related dispute concerning the player Kembelly
Felicio Campos

BY:

Dana MOHAMED AL-NOAIMI, Qatar

CLAIMANT:

Kembelly Felicio Campos, Brazil

Represented by Wallace Joacir Alves de Oliveira

RESPONDENT:

Amed Sportif Faaliyetler, Türkiye

Represented by Ercan Sevdimbaş

I. Facts of the case

1. The parties to this dispute are:
 - the Brazilian player Kembelly Felicio Campos (hereinafter: *the Player* or *the Claimant*);
 - the Turkish club Amed Sportif Faaliyetler (hereinafter: *the Club* or *the Respondent*), affiliated to the Turkish Football Federation (TFF).
2. The Player and the Club are hereinafter collectively referred to as *the Parties*.
3. On 7 September 2023, the Club sent an employment offer to the Player, stating as follows, quoted *verbatim*:

"As Amed Sportive Activities Club, we would like to see KEMBELLY FELICIO CAMPOS with passport number GH368619 in our team in the 2023-2024 TFF Women's Football League season. As Amed Sportive Activities Club, all expenses of the player will be covered by our club.

A preliminary contract was signed between Vice President Ali Riza YILDIRIM and athlete KEMBELLY FELICIO CAMPOS and the player accepted the offer. Accommodation, food, health and flight tickets will be provided by our club. As the embassy. The deal with the player was set at \$1100".

4. According to the Player, on the same date, the Parties also signed a contract entitled "*Protocol*" (hereinafter: *the Contract*), valid for the 2023/2024 season.
5. Pursuant to the Contract, the Player would be entitled to the following remuneration, quoted *verbatim*:

"2- A \$1100 pay deal was reached with the player. Salary will be paid monthly throughout the season and at the end. The money to be given to the manager after negotiating with the player is. Payment will be made only once.

3- The monthly minimum wage agreement for the player has been formed, and the minimum wage will be paid when the league begins or at the end of the season as a whole, based on the 10-month minimum wage agreement".

6. It must be noted that the copy of the Contract provided by the Player only contained her signature.
7. On 12 September 2023, the Player flew from Sao Paulo (Brazil) to Istanbul (Türkiye).

8. On 15 September 2023, the Club registered the Player in the FIFA Transfer Matching System (TMS) as an amateur (Transfer ID no. 747626).
9. Also according to the information available in TMS, the 2023/2024 season in amateur football in Türkiye ran as from 14 August 2023 until 30 June 2024.
10. On 21 January 2025, the Player sent a notice of default to the Club, demanding payment of USD 2,200 within 10 days. The Player also requested to be provided with a signed copy of the Contract.

II. Proceedings before FIFA

11. On 4 February 2025, the Player filed the claim at hand before FIFA. A summary of the Parties' position is detailed below.

a. Position of the Player

12. In her claim, the Player alleged that she signed the Contract and complied with its terms, but that the Club failed to pay her two of her salaries.
13. The Player alleged that she contacted the Club by WhatsApp on several occasions, but to no avail.
14. The Player requested the following relief, quoted *verbatim*:

"a) Declare that the labor contract signed between the parties is valid and binding;

b) Establish that [the Club] has unlawfully breached the contract for non-compliance with its financial obligations;

c) Condemn [the Club] to pay the outstanding salaries of \$ 2,200:

d) Impose a sporting sanction on [the Club], banning it from registering new players for two entire and consecutive registration periods;

e) Order the club to pay interest at a rate of 5% per annum on the overdue salaries;

f) Condemn the club to bear all legal costs and expenses incurred by the claimant".

b. Position of the Club

15. On 11 March 2025, the Club responded to the Player's claim.

16. The Club initially confirmed that it actually had a contract with the Player but claimed that it had no outstanding debts. The Club claimed that it had settled its debts, but failed to upload any documentation to support its allegation.
17. In particular, despite referring to an alleged "Annex-1", the Club did not attach any exhibits to its response.
18. Finally, the Club requested the following relief, quoted *verbatim*:

"7.1. The reasons explained above we kindly request you to decide judgment of dismissal about the present case.

7.2. Consider the amounts paid and good faith of the Respondent while evaluating the Claimant requests according to the reasons explained above and according to the bank receipts which was provided by the Respondent and setoff the mentioned amount from the Claimant's requests.

7.3. Finally, we would like to request your honorable chamber to make a decision that the judicial costs and the attorneyship fees that the Respondent is faced with shall be paid by the Claimant. If not, to award a minimum amount of procedural cost in connection with the temporary amendment to the Procedural Rules declared with the Circular 1720".

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

19. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter: *the Single Judge*) analysed whether it was competent to deal with the case at hand. In this respect, she took note that the present matter was presented to FIFA on 4 February 2025 and submitted for decision on 1 April 2025. Taking into account the wording of art. 34 of the January 2025 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.
20. Furthermore, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (January 2025 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Brazilian player and a Turkish club.
21. 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 and art. 29, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

22. 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 she may consider evidence not filed by the Parties, including without limitation the evidence generated by or within the TMS.

c. Merits of the dispute

23. Having established the competence and the applicable regulations, 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 she will refer only to the facts, arguments and documentary evidence, which she considered pertinent for assessing the matter at hand.

i. Main legal discussion and considerations

24. The Single Judge then moved to the substance of the matter, noting that it concerned a claim for outstanding remuneration brought by a player against a club.
25. The Single Judge noted that the Parties did not dispute that they had entered into an employment relationship. The Single Judge therefore considered that the Contract, even though it contained only the Player's signature, the Contract was in fact concluded and was valid and binding on the Parties.
26. Next, the Single Judge noted that, on the one hand, the Player claimed that the Club had failed to pay her 2 months' salary despite the fact that she had provided services for the entire season. On the other hand, the Club argued that the Player had not taken into account the payments already made, which allegedly covered the entire debt.
27. In this context, the Single Judge noted that the Club, as the employer and debtor in the present case, had the burden of proving that it had fulfilled all its financial obligations towards the Player. However, the Single Judge found that the Club had not provided any evidence in support of its position and had therefore failed to discharge its burden of proof.
28. As a result, the Single Judge decided that the Player was entitled to the balance of USD 2,200.

29. In addition, and as the Player's request for relief was unspecified, the Single Judge decided that the outstanding amount should bear interest from the date of the claim (*i.e.*, 4 February 2025) until the date of effective payment.

ii. Article 12bis of the Regulations

30. The Single Judge then referred to art. 12bis par. 2 of the Regulations, which stipulates that any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with art. 12bis par. 4 of the Regulations.
31. To this end, the Single Judge confirmed that the Player put the Club in default of payment of the amounts sought, which had fallen due form more than 30 days, and granted the Club with 10 days to cure such breach of contract.
32. The Single Judge further established that by virtue of art. 12bis par. 4 of the Regulations it has competence to impose sanctions on the club. On account of the above and bearing in mind that this is the second offense by the Club within the last two years, the Single Judge decided to impose a reprimand on the Club in accordance with art. 12bis par. 4 lit. b) of the Regulations.
33. In this connection, the Single Judge wished to highlight that a repeated offence will be considered as an aggravating circumstance and lead to more severe penalty in accordance with art. 12bis par. 6 of the Regulations.

iii. Compliance with monetary decisions

34. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 24 par. 1 and 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.
35. 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.
36. Therefore, bearing in mind the above, the Single Judge decided that the Club must pay the full amount due (including all applicable interest) to the Player within 45 days of notification of the decision, failing which, at the request of the Player, 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 Club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

37. The Club shall make full payment (including all applicable interest) to the bank account provided by the Player in the Bank Account Registration Form, which is attached to the present decision.
38. 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. 24 par. 8 of the Regulations.

d. Costs

39. 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.
40. 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.
41. Lastly, the Single Judge concluded her deliberations by rejecting any other requests for relief made by any of the Parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Kembelly Felicio Campos, is accepted.
2. The Respondent, Amed Sportif Faaliyetler, must pay to the Claimant the following amount(s):
 - **USD 2,200 as outstanding remuneration** plus 5% interest *p.a.* as from 4 February 2025 until the date of effective payment.
3. A **reprimand** is imposed on the Respondent.
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. 24 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 with art. 24 par. 7 and 8 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

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).

CONTACT INFORMATION

Fédération Internationale de Football Association – Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134
legal.fifa.com | regulatory@fifa.org | T: +41 (0)43 222 7777