

# Decision of the Dispute Resolution Chamber

passed on 11 April 2025

regarding an employment-related dispute concerning  
the Player Jonata Felipe Machado

## COMPOSITION:

**Clifford J. HENDEL (USA & France)**, Deputy Chairperson  
**Stella MARIS JUNCOS (Argentina)**, Member  
**André DOS SANTOS MEGALE (Brazil)**, Member

## CLAIMANT:

**Jonata Felipe Machado, Brazil**  
Represented by Filipe Orsolini Pinto de Souza

## RESPONDENT:

**Wilstermann, Bolivia**  
Represented by Enric Ripoll González

## I. Facts of the case

1. On 31 December 2022, the Brazilian player Jonata Felipe Machado (hereinafter, the *Player* or the *Claimant*) and the Bolivian club Wilstermann (hereinafter, the *Club* or the *Respondent*) concluded an employment contract (hereinafter, the *First Contract*) valid as from 6 January 2023 until 31 December 2023.
2. Pursuant to Clause 3 of the First Contract, the Club undertook to pay to the Player (hereinafter, jointly referred to as the *Parties*) a monthly remuneration of USD 6,000.
3. On 13 July 2023, the Parties concluded a second employment contract (hereinafter, the *Second Contract*) valid as from 13 July 2023 until 31 December 2025.
4. In accordance with Clause 3 of the Second Contract, the Player was entitled to receive (i) USD 5,000 from July to December 2023; (ii) USD 7,000 in eleven instalments from January to December 2024; and (iii) USD 8,000 in eleven instalments from January to December 2025.
5. On 9 May 2024, the Parties concluded the so-called "*Documento privado de rescisión de contrato deportivo de trabajo por mutuo acuerdo*", freely translated into English, the "*Private document for the mutual termination of the sports contract*" (hereinafter, the *Termination Agreement*).
6. Pursuant to Clause 3 of the Termination Agreement:

*"TERCERA (OBJETO) – Al presente, las Partes, de forma voluntaria, sin que medie presión ni dolo alguno, no existiendo ni por parte del Jugadore ni del Club, objeción alguna, en función de lo establecido en los artículos; 5 del Reglamento de Transferencia y Habilitación de Jugadores de la Federación Boliviana de Fútbol, aprobado en el Comité Ejecutivo de fecha 1 de febrero de 2024 y 13 del Reglamento sobre el Estatuto y la Transferencia de Jugadores de la FIFA (versión 2024), de mutuo acuerdo convienen en rescindir los contratos señalados en la cláusula Segunda de este Contrato, dejándolos sin efecto. El Jugador podrá contratar con el club de su preferencia con la sola presentación de este documento y el Club entregará de manera inmediata el CTI del Jugador".*

Freely translated into English

*"THIRD (OBJECT) - At this moment, the parties, voluntarily, without any pressure or deception, there being no objection on the part of the Player or the Club, in accordance with the provisions of article 5 of the Regulations of the Bolivian Football Association on the Transfer and Release of Players, approved by the Executive Committee on February 1, 2024,*

*and 13 of the FIFA Regulations on the Status and Transfer of Players (2024 edition), agree by mutual consent to terminate the contracts indicated in the second clause of this Contract, rendering them null and void. The Player may sign with the club of his choice simply by presenting this document, and the club shall immediately return the Player's ITC".*

7. In addition, Clause 4 of the Termination Agreement provides as follows:

*"CUARTA (DECLARACIÓN DE NO ADEUDOS) – Las Partes declaran que entre ellos no existe adeudos ni acreencias de ninguna clase, por ningún concepto, ni de salarios impagos a el Jugador ni de premios por clasificación, exceptuando el monto de USD 20.000 que serán pagados por el Jugador a favor del Club, a la suscripción del presente documento, como reconocimiento de la indemnización a favor del Club".*

Freely translated into English:

*"FOURTH (DECLARATION OF NO DEBTS) – The Parties declare that there are no debts or claims of any kind whatsoever between them, for any reason whatsoever, including unpaid salaries to the Player or classification prizes, except for the amount of USD 20,000 which the Player will pay to the Club upon signing this document in recognition of the compensation in favour of the Club".*

8. Lastly, Clause 5 of the Termination Agreement provides the following:

*"QUINTA (RENUNCIA A RECLAMOS POSTERIORES) – Las Partes, al expresar su acuerdo y satisfacción con los acuerdos arribados, convienen y renuncias [sic] a cualquier reclamación posterior a la firma de este documento, ni en la justicia ordinaria ni en la justicia deportiva, ante ningún tribunal ordinario o deportivo, llámese Judgados Laborales o Tribunales Deportivos por motivos relativos a este contrato. Se consideran Tribunales Deportivos al Tribunal de Resolución de Disputas de la Federación Boliviana de Fútbol; Tribunal del Fútbol de la FIFA en ninguna de sus Cámaras o Comisiones y al Tribunal Arbitral del Deporte (TAS)".*

Freely translated into English:

*"FIFTH (WAIVER OF SUBSEQUENT CLAIMS) – The Parties, in expressing their agreement and satisfaction with the agreements reached, agree and waive any claim, subsequent to the signing of this document, before any ordinary or sports tribunal, whether labour or sports, for reasons related to this contract. The following are considered sports tribunals: the Dispute Resolution Tribunal of the Bolivian Football Association; the FIFA Football Tribunal in any of its Chambers or Commissions and the Court of Arbitration for Sport (CAS)".*

9. On 7 May 2024, the Player sent the following WhatsApp message to the Club's deputy chairperson:

"Hola Yuri.

(...)

*Quiero irme del club, no quiero quedarme más y no tengo ganas de quedarme. Lamento decirte esto, pero es la verdad. Mi familia se va el viernes y no voy a perder a mi familia para quedarme aquí como lo hice el año pasado. Quiero salir del club por la puerta grande tal como llegué, por eso te hablo.*

*No quiero meter demanda ante la FIFA y salir de aquí de mala manera, no quiero plata o que me ponen en día, no es eso, solo quiero mi rescisión y nada más. No digo esto porque quiera que me paguen, no quiero dinero, sólo quiero irme y tener paz nuevamente.*

*Mustafa dijo que cualquiera que quiera irse puede irse, les pido por favor que me dejen ir, ya no puedo más.*

*Estoy malo en todos los sentidos y por eso sé que no entregaré lo que esperan.*

*Te espero con una respuesta cuando pueda por fa. Abrazo".*

Freely translated into English:

"Hi Yuri.

(...)

*I want to leave the club, I don't want to stay and I don't feel like staying. I'm sorry to tell you this, but it's the truth. My family is leaving on Friday and I'm not going to lose my family to stay here like I did last year. I want to leave the club triumphant like I came in, that's why I'm talking to you.*

*I don't want to file a complaint with FIFA and leave here on bad terms, I don't want money or time off, it's not that, I just want my release and nothing more. I'm not saying this because I want to be paid, I don't want money, I just want to leave and have peace again.*

*Mustafa said that anyone who wants to leave can leave, I'm asking you to please let me go, I can't take it anymore".*

## II. Proceedings before FIFA

10. On 16 January 2025, the Claimant filed the claim at hand before FIFA. A summary of the Parties' position is detailed below.

### a. Position of the Claimant

11. According to the Player, the Parties concluded the Termination Agreement while the Club was going through several problems with delays and debts in relation to salaries. The Player contended that the Termination Agreement was imposed by the Club and that he could not object to anything, otherwise the Club would not accept the termination of the employment relationship.
12. The Player further argued that the Club still owes him EUR USD 18,000 and USD 16,100 in accordance with the First Contract and the Second Contract, respectively. In particular, the Player sustained that the following amounts and concepts remain unpaid:

#### First Contract:

- USD 3,000 for January 2023;
- USD 3,000 for February 2023;
- USD 3,000 for March 2023;
- USD 3,000 for April 2023;
- USD 3,000 for May 2023;
- USD 3,000 for June 2023;

#### Second Contract:

- USD 7,000 for March 2024;
- USD 7,000 for April 2024;
- USD 2,100 for 9 days of May 2024.

13. The Player requested the following relief:

*"In view of all above, the Claimant requests:*

- a. The FIFA general secretariat to issue a proposal according to the Article 20 of the FIFA Procedural, given that the case does not raise complex factual or legal issues;*

- b. *The DRC to send this claim to [the Club] with a time limit for a statement or reply, pursuant to article 21.1 the FIFA Procedural;*
- c. *The DRC to accept this claim and order the Respondent to pay to the Claimant the following:*
  - (i) *The outstanding salaries related to the "First Contract" in the net amount of USD 18,000, plus interest of 5% p.a. as from the due date of each payment;*
  - (ii) *The outstanding salaries related to the "Second Contract" in the net amount of USD 16,100, plus interests of 5% p.a. as from the due date of each payment.*
- d. *The DRC to accept this claim and include the consequences of the failure to pay the relevant amounts in due time, pursuant to article 24 of the FIFA RSTP".*

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

- 14. In its reply, the Club asserted that it was the Player who contacted the Club informing it that he wanted to terminate the employment relationship between the Parties, and that at no time did the Player express that his decision to terminate was due to the existence of outstanding salaries, but rather to be with his family.
- 15. The Club contended that the above contradicts the claim of the Player, in that the termination of the employment relationship was not imposed by the Club, but requested by the Player himself. The Club added that the Player failed to prove his allegations regarding the conclusion of the Termination Agreement, and that the only evidence on file is the WhatsApp correspondence between the Parties, where the Player expressly requests the termination of the employment relationship, without any duress whatsoever.
- 16. According to the Club, in this context the Parties freely entered into the Termination Agreement, whereby the Player acknowledged that there were no outstanding salaries and agreed to pay to the Club USD 20,000 as compensation for the early termination of the Second Contract, amount that the Club confirmed to have received.
- 17. The Club argued that if the Player's allegations were true, he could have unilaterally terminated the Second Contract for outstanding salaries. In this regard, it makes no sense that he now argues that he could not modify the Termination Agreement or that he was forced to sign it.

18. The Club requested the following relief:

*"En virtud de lo expuesto, [el Club] solicita a la Dispute Resolution Chamber (DRC) de la FIFA que:*

- 1. Rechace en su totalidad el reclamo del Jugador, dado que ya había renunciado expresamente a cualquier pago mediante un acuerdo válido.*
- 2. Ratifique la validez del Documento Privado de Rescisión de Contrato Deportivo de Trabajo por Mutuo Acuerdo firmado el 9 de mayo de 2024.*
- 3. Determine que no existe obligación alguna del club de pagar montos adicionales al jugador, ya que este firmó un acuerdo renunciando a cualquier reclamación futura.*
- 4. Archive el caso y exima al club de cualquier sanción o penalización deportiva de este reclamo infundado".*

Freely translated into English:

*"In light of the foregoing, [the Club] requests the FIFA Dispute Resolution Chamber (DRC) to:*

- 1. Dismiss the Player's claim in its entirety, as the Player has already expressly waived any payment through a valid contract.*
- 2. Ratify the validity of the Private Document of Rescission of the Sports Employment Contract by Mutual Agreement signed on May 9, 2024.*
- 3. Declare that the club has no obligation to pay the player any additional sums, given that he signed an agreement waiving any future claims.*
- 4. Dismiss the case and relieve the club of any sporting sanction or penalty for this unfounded claim".*

### **c. Rejoinder of the Claimant**

19. In his rejoinder, the Player initially argued that the Club's reply to the claim was submitted after the deadline granted by the FIFA General Secretariat. Accordingly, the Player sustained that the Club's reply is inadmissible.
20. As to the merits of the case, the Player asserted that it is not true that he voluntarily requested the termination of the employment relationship, arguing that the Club's financial situation was a chaos, and that that is why he wanted to leave. According to the Player, the WhatsApp correspondence submitted by the Club shows that the President of the Club told

to the players that they were allowed to leave, allegedly because of its financial situation. In this regard, the Player contended that there are previous cases against the Club for outstanding payments.

21. The Player argued that the Club did not provide any proof of payment for the amounts claimed and did not deny having failed to pay the Player's remuneration. In this regard, *"It is not enough for the Respondent to simply state that no debt exists – the burden of proof lies with the party making the assertion. If the Respondent had indeed paid the outstanding salaries, it would be able to present clear and undisputable evidence, such as bank transfer records, pay slips, or other financial documentation proving the transactions were completed. However, no such evidence has been provided, reinforcing the fact that these payments were never made"*.
22. The Player insisted that the Termination Agreement is not valid, as it was signed under coercion. According to the Player, he had no other option but to accept the Club's conditions in an attempt to move quickly to another employer.
23. The Player reiterated his request for relief.

#### **d. Final comments of the Respondent**

24. In its final comments, the Club initially asserted that his reply to the claim is admissible, as it was filed within the deadline granted. In this regard, the Club argued that it filed the reply on 17 February 2025, at 10:34pm, as its legal representative is domiciled in Miami.
25. The Club insisted that it was the Player who requested the termination of the employment relationship, and not the Club who imposed it. In this regard, the Club contended that the evidence submitted, namely, the WhatsApp messages sent by the Player and the Termination Agreement, prove this. The Club also reiterated that the Player requested the termination because he wanted to be with his family, and not because of the alleged non-payments of the Club.
26. Furthermore, the Club again submitted that the Player acknowledged in the Termination Agreement that there were no outstanding sums owed to him, and that he agreed to pay USD 20,000 for the early termination. According to the Club, the Player has failed to produce any evidence that confirms the existence of any debt. In this regard, the Club contended that the Termination Agreement is enough evidence to prove that there were no outstanding sums owed to the Player. In addition, the Club also asserted that the Player explicitly manifested that he wanted to leave the Club.
27. The Club reiterated its request for relief.



### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

28. First of all, the Dispute Resolution Chamber (hereinafter, the *Chamber* or the *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 16 January 2025 and submitted for decision on 11 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.
29. Furthermore, the Chamber 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 January 2025 edition of the Regulations on the Status and Transfer of Players (hereinafter, the *Regulations*), the DRC is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Brazilian player and a Bolivian club.
30. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 29 of the Regulations (January 2025 edition), and considering that the present claim was lodged on 16 January 2025, the January 2025 edition of said Regulations is applicable to the matter at hand as to the substance.

#### b. Admissibility of the Club's reply to the claim

31. Before addressing the merits of the present dispute, the Chamber noted that the Player challenged the admissibility of the Club's reply to the claim, arguing that it was submitted outside the deadline granted.
32. For its part, the Club claimed that its reply to the claim was submitted within the deadline granted, arguing that its legal representative is based in Miami (USA).
33. In view of these allegations, the Chamber referred to art. 11 par. 4 of the Procedural Rules, in accordance with which:

*"A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of the party's domicile or, if the party is represented, of the domicile of its main legal representative (...)"*

34. With the above in mind, the DRC observed the following:

- On 17 January 2025, the FIFA General Secretariat notified the claim of the Player to the Club, inviting the latter to provide its position on the claim until 6 February 2025.
  - On 5 February 2025, the Club requested an extension of the deadline.
  - On 6 February 2025, the FIFA General Secretariat granted the Club an extension of the deadline until 17 February 2025, in accordance with art. 11 par. 6 of the Procedural Rules.
  - On 18 February 2025, at 04:34 CET, the Club submitted its reply to the claim via the FIFA Legal Portal.
35. On account of the above, and considering the domicile of the Club's legal representative and the time zone applicable to such domicile, the DRC confirmed that the Club's reply to the claim was submitted within the deadline granted.
36. Accordingly, the Chamber decided that the Player's challenge to the admissibility of the Club's reply to the claim must be rejected, and that the Club's reply is therefore admissible.

### **c. Burden of proof**

37. The Chamber 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 Chamber 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) and/or the Platform.

### **d. Merits of the dispute**

38. Having established the competence and the applicable regulations, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for assessing the matter at hand.

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

39. The Chamber then moved to the substance of the matter, and took note that it concerned a claim by a player against a club regarding the validity of the Termination Agreement and outstanding remuneration arising from the First Contract and the Second Contract.

40. The DRC noted that, on the first hand, the Player contended that the Club forced him to sign the Termination Agreement, and that he signed it under coercion and pressure. On this basis, the Player considered the aforementioned Termination Agreement to be invalid. In addition, the Player claimed to be entitled to outstanding remuneration in the total sum of USD 34,100, arising from the First Contract and the Second Contract, which was allegedly due prior to the signing of the Termination Agreement.
41. The DRC noted that, on the other hand, the Club categorically denied having forced the Player to sign the Termination Agreement, and argued that it was the Player who requested the early termination of the employment relationship between the Parties. The Club also denied the Player's entitlement to the amounts claimed, arguing that the Player had acknowledged in the Termination Agreement that he did not have outstanding amounts, and that the Player had agreed to pay to the Club USD 20,000 as compensation for the early termination of the employment relationship.
42. In this context, the Chamber acknowledged that its main task in the case at hand was to determine, based on the arguments and evidence presented by the Parties (i) whether the Termination Agreement is a valid and binding contract that should be enforced and (ii) whether there is any outstanding remuneration due to the Player.

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### **I. Is the Termination Agreement valid?**

43. In order to assess this first question, the DRC first referred to art. 13 par. 5 of the Procedural Rules, and underscored that the Player bore the burden of proving that the Club forced, pressured or coerced him to sign the Termination Agreement.
44. Nonetheless, the Chamber noted that the Player failed to submit any evidence in this regard other than his own statements. Accordingly, the Chamber determined that the Player failed to meet his burden of proof regarding the alleged duress in the signature of the Termination Agreement.
45. Without prejudice to the foregoing, the DRC underlined that, contrary to the Player's arguments, his WhatsApp messages of 7 May 2024 confirm that it was the Player who informed the Club that he did not wish to continue under the Club's discipline, and that he wished to terminate the employment relationship.
46. Moreover, the Chamber underscored that the Player only raised the potential invalidity of the Termination Agreement before FIFA, whereas he had previously performed the agreed payment of USD 20,000, which was undisputed. The DRC considered that the Player's argument could not be sustained in accordance with the principle of *non venire contra factum proprium*.

47. In view of the foregoing considerations, the Chamber decided that the Termination Agreement is a valid and binding contract between the Parties, which must therefore be upheld in accordance with the principle of *pacta sunt servanda*.

## **II. Is there any outstanding remuneration due to the Player**

48. Having established the validity of the Termination Agreement, the members of the DRC turned their attention to the second issue to be addressed in the case at hand, *i.e.*, the existence of any outstanding remuneration due to the Player.
49. The Chamber noted that, on the one hand, the Player claimed that USD 36,100 as outstanding remuneration from the First Contract and the Second Contract remain unpaid, and that the Club did not submit any proof of compliance with the amounts claimed.
50. The DRC also noted that, conversely, the Club contended that the Player acknowledged in the Termination Agreement that there were no outstanding sums in his favour.
51. In this context, the majority of the Chamber pointed out that, pursuant to Clause 4 of the Termination Agreement:

*"FOURTH (DECLARATION OF NO DEBTS) – The Parties declare that there are no debts or claims of any kind whatsoever between them, for any reason whatsoever, including unpaid salaries to the Player or classification prizes, except for the amount of USD 20,000 which the Player will pay to the Club upon signing this document in recognition of the compensation in favour of the Club".*

52. After having carefully analysed the foregoing provision, the Chamber, by majority, concluded that the Player acknowledged that there were no outstanding salaries due to him. In the view of the majority of the Chamber, the Player failed to establish and prove (i) that there were any outstanding salaries when the Termination Agreement was signed, and (ii) why he decided to sign the Termination Agreement with the aforementioned provision if there were any outstanding amounts.
53. The majority of the Chamber underscored that, in line with its well-established jurisprudence, the Player signed the Termination Agreement in his own responsibility and is consequently liable to bear the possible legal consequences arising from the execution of such document.
54. On account of the foregoing, the majority of the Chamber decided that the claim of the Player must be rejected.

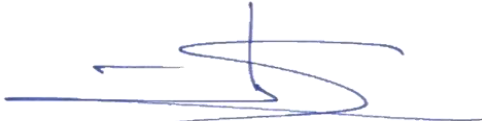
#### e. Costs

55. The Chamber 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.
56. Likewise, and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.
57. Lastly, the DRC concluded its 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, Jonata Felipe Machado, is rejected.
2. 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 Governing the Football Tribunal).

**CONTACT INFORMATION**

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