

Decision of the Dispute Resolution Chamber

passed on 9 July 2025

regarding an employment-related dispute concerning the player
Michael Jordan Loma Porozo

BY:

Johan VAN GAALEN (South Africa)

CLAIMANT:

Michael Jordan Loma Porozo, Ecuador
Represented by Matías Alejandro Cordero

RESPONDENT:

Miramar Esporte Clube, Brazil

I. Facts of the case

1. On 4 January 2025, the Ecuadorian player Michael Jordan Loma Porozo (hereinafter, the *Player* or the *Claimant*) and the Brazilian club Miramar Esporte Clube (hereinafter, the *Respondent* or the *Club*) concluded an employment contract (hereinafter, the *Contract*) valid as from 4 January 2025 until 14 March 2029.

2. Pursuant to Item I of the Contract, the Club undertook to pay the Player (hereinafter, jointly referred to as the *Parties*) a monthly remuneration of BRL 2,000.

3. In accordance with Clauses 9 and 10 of the Contract (freely translated into English):

"9. In accordance with Article 28, paragraph I, subparagraphs 'a' and 'b' of Law 9.615/98, as amended by Law 12.395/2011, this contract must include a Sports Compensation Clause. This clause is payable by the player to the club in cases where the player is transferred to another team (national or foreign) during the term of this contract, or upon the player's return to professional activities at another sports entity (club) within a period of up to 30 months. According to Article 28, §1 of the aforementioned law, the sports compensation clause for domestic transfers must not exceed 2,000 times the average value of the contractual salary (item I), with no such limitation for international transfers (item II). When it is possible to stipulate the respective value in foreign currency in accordance with §1 of Article 40 of Law 9.615/98, it must always be settled in national currency (Reais). According to Article 28, §2 of Law 9.615/98, as amended by Law 12.395/2011, both the player and the new sports practice entity (new club) are liable for paying the Sports Compensation Clause referred to in subsection I of the same article".

"10. In accordance with Article 28, Section II of Law 9615/98, as amended by Law 12395/2011, this contract must include a Sports Compensation Clause. This clause is payable by the Club to the Player in cases of termination due to non-payment of salaries for which the Club is responsible, in accordance with Law 9.615/98 (section 5, article 28, paragraph 3), indirect termination (section 5, article 28, paragraph 4), and unjustified dismissal of the player (section 5, article 28, paragraph 5). The value of the Sports Compensation Clause shall be agreed upon by the parties and formalised in this contract under the terms of Article 28, §3, of Law 9.615/98. The maximum limit shall be 400 (four hundred) times the value of the monthly salary at the time of termination, and the minimum limit shall be the total value of the monthly salaries to which the PLAYER would be entitled until the end of this contract".

4. On 14 April 2025 the Club informed the Player via WhatsApp that the Contract was not registered with the *Confederação Brasileira de Futebol* (CBF) and that he was not under contract with the Club at that time.

5. Also on 14 April 2025, the Player unilaterally terminated the Contract based on his non-registration.

II. Proceedings before FIFA

6. On 19 April 2025, the Player filed the claim at hand before FIFA. A summary of the Parties' respective positions is detailed below.

a. Claim of the Claimant

7. In his claim, the Player argued that he never participated in any matches for the Club and that he was obliged to train with the youth team.
8. Furthermore, the Player contended that the Club forced him to leave the accommodation provided by it, and then he received confirmation via WhatsApp that the Club did not register the Contract with the CBF.
9. The Player asserted that it is a longstanding jurisprudence of the Football Tribunal that failure to register a player is sufficient grounds for a player to consider himself dismissed, because the player cannot perform his duties and is deprived of the opportunity to develop his professional skills.
10. Moreover, the Player submitted that in these cases it is not necessary to put the club in default. According to the Player, this makes sense considering that the transfer season was closed when he terminated the Contract, *i.e.*, the Club would not have been able to register the Player. In this regard, *"Denying the termination would force a player to remain relegated and not play in any competitions"*.
11. Based on the above, the Player argued that he had a just cause to unilaterally terminate the Contract, and claimed to be entitled to compensation in the amount of BRL 800,000 based on Clauses 9 and 10 of the Contract. Alternatively, the Player requested to be awarded compensation in the amount of BRL 94,000 as the residual value of the Contract from 14 April 2025 to 31 March 2029.
12. The Player also requested interest on the aforementioned amount at the rate of 13.06% *per annum* in accordance with the Bank of Brazil.
13. The Player requested the following relief:

"1) Se solicita que el Tribunal del Fútbol de la FIFA se declare competente para entender en las presentes actuaciones.

2) Se condene al club requerido al pago de una indemnización por la rescisión del contrato laboral que unió a las partes, aplicando la tasa de actualización individualizada en el apartado IV".

Freely translated into English:

"1) The FIFA Tribunal is requested to declare itself competent to hear the present proceedings.

2) The club is ordered to pay compensation for the termination of the employment contract between the parties, in accordance with the individualized rate of adjustment set out in Section IV".

b. Reply of the Respondent

14. Despite being invited to do so, the Club failed to reply to the claim.

c. Information provided by the CBF

15. Upon request from the FIFA general secretariat, on 13 June 2025, the CBF informed that:

"We do have in our domestic system copies of personal documents of the abovementioned player. However, we do not have any agreement executed by the player in favour of [the Club].

Therefore, please be informed that the player was not registered with our affiliated club".

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

16. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter, the *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 19 April 2025 and submitted for decision on 9 July 2025. Taking into account the wording of arts. 31 and 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.
17. 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 July 2025 edition of the Regulations on the Status and Transfer of Players (hereinafter, the *Regulations*), he is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Ecuadorian player and a Brazilian club.
18. 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. 29 of the Regulations, the July 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

19. 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 he 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

20. 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 he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for assessing the matter at hand.

i. Main legal discussion and considerations

21. The Single Judge then moved to the substance of the matter, and took note of the fact that it concerned a claim by a player against a club for breach of contract and its legal consequences.
22. In this regard, the Single Judge first noted that, according to the Player, on 4 January 2025, he concluded the Contract with the Club. However, the Club failed to register said contract with the CBF, thereby preventing him from performing his duties and depriving him of the opportunity to develop his professional skills. Based on this, the Player claimed that he had a just cause to unilaterally terminate the Contract on 14 April 2025, and is therefore entitled to compensation for breach of contract in the amount of BRL 800,000 based on Clauses 9 and 10 of the Contract or, alternatively, BRL 94,000 as the residual value of the Contract from 14 April 2025 to 31 May 2029.
23. The Single Judge also noted that the Club failed to reply to the claim despite being invited to do so and, therefore, determined that the decision will be made based on the arguments and evidence on file (*cf.* art. 21 par. 1 of the Procedural Rules).
24. In this context, the Single Judge acknowledged that his task was to analyse whether the Player had a just cause to unilaterally terminate the Contract and, if so, what the legal consequences would be.
25. The Single Judge started his analysis by underscoring that, in accordance with art. 14 par. 1 of the Regulations:

"A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship".

26. In addition, the Single Judge remarked that the longstanding jurisprudence of the Football Tribunal has repeatedly established that a premature contractual termination may only arise in the event of a substantial or repeated breach of contract by the relevant counterparty. Furthermore, if there are more lenient measures available to the parties to remedy their contractual relationship, these measures should be exhausted before unilaterally terminating an employment contract. Therefore, a premature unilateral termination can only be an *ultima ratio* measure.
27. Furthermore, and considering that the Player unilaterally terminated the Contract due to non-registration, the Single Judge underscored that it is also a well-established jurisprudence of the Football Tribunal that the registration procedure is the sole responsibility of a club and upon which a player has in general no influence. As the Club is supposedly interested in acquiring the rights of the Player and in benefiting from his

services, it is also expected that it acts accordingly and executes the administrative formalities in view of obtaining, for instance, the registration with the engaging federation.

28. The Single Judge also referred to the Commentary on the Regulations (2023 edition), which establishes that:

"(...) a club – as an employer – has the duty to protect the personality rights of the player – as an employee. The career development of a footballer may be prejudiced as a result of inactivity and thus, the club has a duty to allow its players to engage in the activity for which, in principle, they have been employed and are qualified to perform.

(...) A similar approach applies to the non-registration of a player. This often happens where a club does not undertake all the necessary due diligence to determine that a player it has signed is eligible to be registered to participate in a championship (e.g. due to a specific foreign player rule, or specific squad size limit) or, as has been seen in recent cases, where a club fails to obtain the ITC (through its own decision or negligence) before the close of the relevant registration period, despite having signed an employment contract with a player. Again, it is the club's responsibility to register the player on time. If the registration cannot be completed, the player will not be able to participate in organised football. Therefore, if it fails to act, the club is effectively blocking the player's access to competitive football. This is a violation of a footballer's fundamental rights, and gives the player concerned just cause to terminate the contract" (cf. Commentary on the Regulations, pp. 136 and 137).

29. Regarding the specific case, and with the above in mind, the Single Judge went on to analyse the evidence on file, and noted the following:

- On 4 January 2025, the Parties entered into the Contract, with an agreed duration until 31 March 2029.
- Pursuant to the information retrieved from TMS, the first registration period for the 2025 season in the CBF ran from 3 January to 28 February 2025.
- On 14 April 2025, the Club informed the Player via WhatsApp that the Contract had not been registered with the CBF and that he was not under contract with the Club.
- Also on 14 April 2025, and based on the foregoing, the Player unilaterally terminated the Contract.
- According to the information provided by the CBF, the Player was never registered with the Club.

30. After having carefully analysed the evidence on file, the Single Judge found that the non-registration of the Player by the Club –which was confirmed both by the Club's own WhatsApp message and the information provided by the CBF– constituted a serious

misconduct by the Club, which amounted to a violation of the Player's right to provide his services, in line with the longstanding jurisprudence of the Football Tribunal.

31. In other words, the Single Judge considered that the Player could not reasonably expect the continuation of the Contract as provided for in art. 14 par. 1 of the Regulations.
32. The Single Judge also found that, under the specific circumstances of the case at hand (namely, that the Player was not registered with the CBF and the registration period was closed when he was informed in this regard), the Player could not have taken any lenient measures in order to resolve the situation and to maintain the contractual relationship. Therefore, a prior warning would have been of no use.
33. As a consequence, the Single Judge concluded that the Player had a just cause to terminate the Contract in accordance with art. 14 par. 1 of the Regulations, and the Club is therefore liable for the legal consequences that follow.

ii. Consequences

34. Having stated the above, the Single Judge turned its attention to the question of the legal consequences arising from the breach of contract committed by the Club.
35. The Single Judge observed that the Player requested no outstanding remuneration. Therefore, the Single Judge determined that no outstanding remuneration existed in the case at hand.
36. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable by the Respondent in the case at stake. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 17 par. 1 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, taking into account the damage suffered, according to the "positive interest" principle, having regard for the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.
37. 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 them in the event of breach of contract. 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.
38. For the sake of completeness, the Single Judge underscored that Clauses 9 and 10 of the Contract are not applicable to the case at hand, in that the former provides for a buy-out clause payable by the Player in case he decided to transfer to a third club, and the latter

provides for an amount payable by the Club to the Player in the event of termination due to non-payment of salaries.

39. As a consequence, the Single Judge determined that the amount of compensation payable by the Club to the Player had to be assessed in application of the other parameters set out in art. 17, par. 1 of the Regulations. In this respect, the Single Judge recalled that, as a general rule, the compensation to be paid to the Player by the Club shall be equal to the residual value of the contract that was prematurely terminated, unless the Player signed a new contract following the termination of his previous contract (*cf.* art. 17 par. 1 lit. i)).
40. Bearing in mind the foregoing as well as the claim of the Player, the Single Judge proceeded with the calculation of the monies payable to the Player under the terms of the Contract from the date of its unilateral termination until its end date. Consequently, the Single Judge concluded the Player was, in principle, entitled to BRL 94,933.33 as the residual value from 14 April 2025 to 31 March 2029 (*i.e.*, the *pro rata* value for April 2025 and the salaries from May 2025 until March 2029).
41. However, the Single Judge noted that the Player limited his request to BRL 94,000 for the aforementioned period. As a consequence, the Single Judge concluded that the amount of BRL 94,000 serves as the basis for the determination of the amount of compensation for breach of contract.
42. In continuation, the Single Judge verified as to whether the Player 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 Football Tribunal as well as art. 17 par. 1 lit. ii) 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 Player's general obligation to mitigate his damages.
43. In this respect, the Single Judge noted that the Player remained unemployed since the unilateral termination of the Contract.
44. On account of the foregoing considerations and the specificities of the case at hand, the Single Judge decided that the Respondent must pay to the Claimant BRL 94,000 as compensation for breach of contract, which was to be considered a reasonable and justified amount of compensation in the present matter.
45. Lastly, the Single Judge addressed the Player's claim to be awarded interest at the rate of 13.06% *per annum*, based on the Bank of Brazil.
46. However, the Single Judge found that this request had no contractual basis. As a consequence, and bearing in mind the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Player interest on said compensation at the

rate of 5% *per annum* as from the date of his claim (*i.e.*, 19 April 2025) until the date of its effective payment.

iii. Compliance with monetary decisions

47. 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.
48. 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.
49. 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. 24 par. 2, 4, and 7 of the Regulations.
50. 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.
51. 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

52. 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.
53. 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.

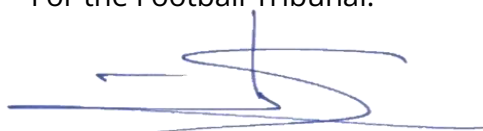
54. Lastly, the Single Judge concluded his deliberations by rejecting any other requests for relief made by any of the Parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Michael Jordan Loma Porozo, is partially accepted.
2. The Respondent, Miramar Esporte Clube, must pay to the Claimant the following amount(s):

BRL 94,000 as compensation for breach of contract plus 5% interest *per annum* as from 19 April 2025 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. 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 art. 50 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., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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