



Decision of the Dispute Resolution Chamber (DRC) judge

passed on 2 May 2019,

by **Jon Newman (USA)**, DRC judge,

on the claim presented by the player,

Player A, from country A

as Claimant / Counter-Respondent

against the club,

Club B, from country B

as Respondent / Counter-Claimant

regarding an employment-related dispute
between the parties in connection with overdue payables

I. Facts of the case

1. At an unknown date, the player, Player A, from country A (hereinafter *the Claimant/Counter-Respondent* or *the player*) and the club, Club B, from country B (hereinafter: *the Respondent/Counter-Claimant* or *the club*) signed an employment contract (hereinafter: *the contract*) valid as from 1 January 2016 until 31 December 2016.
2. In accordance with the contract, the club undertook to pay to the player a bonus of USD 20,000 in case the club wins the “*Women’s Super League*”.
3. On 1 October 2018, and completed on 23 October 2018, the player lodged a claim against the club in front of FIFA asking that the club be ordered to pay to her overdue payables in the amount of USD 20,000 corresponding to the bonus for the Women’s Super League 2016.
4. The player further asks to be awarded interest as from 1st November 2016 until the date of effective payment and that the club be ordered to pay legal costs.
5. By correspondence dated 10 October 2018, the player put the club in default of payment of USD 20,000 setting a 10 days’ time limit in order to remedy the default.
6. In reply to the claim, the club held that the player received a gold medal “*made of 300gAu 999 pure gold*” for a value of approximatively USD 20,000 instead of the bonus and that the player never complained about receiving the medal instead of the bonus. The club lodged a counterclaim against the player, that should the player be entitled to USD 20,000 then the player should be ordered to give back the gold medal to the club.
7. In his *replica*, the player argued that the contract only mentioned the amount of USD 20,000 for the payment of the above-mentioned bonus, and held that the gold medal was a gift from the club to all the members of the team.
8. In its final comments, the club insisted that the gold medal is of a value of USD 20,000 and could not be just a gift. The club added that the player did not complain before the claim was lodged. The club insisted on its counterclaim.

II. Considerations of the DRC judge

1. First of all, the DRC judge analysed whether he was competent to deal with the matter at hand. In this respect, he took note that the present matter was submitted to FIFA on 1 October 2018. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2018; hereinafter: *Procedural Rules*) are applicable to the matter at hand (cf. art. 21 of the Procedural Rules).
2. Subsequently, the DRC judge referred to art. 3 par. 2 and par. 3 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 and par. 2 in conjunction with art. 22 lit. b of the Regulations on the Status and Transfer of Players (edition 2018) he is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player and a club.
3. Furthermore, the DRC 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 par. 2 of the Regulations on the Status and Transfer of Players (edition 2018), and considering that the present claim was lodged on 1 October 2018, the 2018 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.
4. The competence of the DRC judge and the applicable regulations having been established, the DRC judge entered into the substance of the matter. In this respect, the DRC judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the DRC judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.
5. Having said this, the DRC judge acknowledged that the player and the club signed an employment contract valid as from 1 January 2016 until 31 December 2016, in accordance with which the player was entitled to receive from the club, *inter alia*, a bonus of USD 20,000 in case the player wins the "*Women's Super League*".
6. The player lodged a claim against the club in front of FIFA, maintaining that the club has overdue payables towards her in the total amount of USD 20,000 corresponding to the bonus for winning the Women's Super League.

7. In this context, the DRC judge took particular note of the fact that, on 10 October 2018, the player put the club in default of payment of the aforementioned amounts, setting a 10 days' time limit in order for the Respondent to remedy the default.
8. Consequently, the DRC judge concluded that the Claimant/Counter-Respondent had duly proceeded in accordance with art. 12bis par. 3 of the Regulations, which stipulates that the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).
9. Subsequently, the DRC judge took into account that the club, for its part, held that the player received a gold medal "*made of 300gAu 999 pure gold*" for a value of USD 20,000 instead of the bonus of USD 20,000. The DRC judge noted that the Respondent/Counter-Claimant lodged a counterclaim against the Claimant/Counter-Respondent, requesting that in case the DRC judge was to decide that the player is entitled to USD 20,000, then the player should be ordered to give back the gold medal.
10. Following this, the DRC judge took note that in his *replica*, the player emphasized that the contract makes no references to a gold medal, but only to a bonus of USD 20,000.
11. In its final comments, the DRC judge noted that the club reiterated its previous arguments.
12. In this regard, the DRC judge was eager to underline that the club does not contest the event giving rise to the bonus, and further noted that contract does not make any references to a gold medal. In any case, DRC judge emphasized that the club had not provided any evidence of the alleged acceptance of the gold medal instead of the bonus provided by the contract.
13. Following this, the DRC judge considered that the arguments raised by the Respondent/Counter-Claimant cannot be considered a valid reason for non-payment of the monies claimed by the player, in other words, the reasons brought forward by the club in its defence do not exempt the club from its obligation to fulfil its contractual obligations towards the player. Moreover, the DRC judge deemed appropriate to emphasise that the counterclaim lodge by the Respondent/Counter-Claimant had no contractual basis.
14. Consequently, the DRC judge decided to reject the argumentation put forward by the Respondent/Counter-Claimant in its defence, and to fully reject its counterclaim.

15. On account of the aforementioned considerations, the DRC judge established that the club failed to remit the player's remuneration in the total amount of USD 20,000 corresponding to the bonus for winning the Women's Super League.
16. In addition, the DRC judge established that the Respondent had delayed a due payment for more than 30 days without a *prima facie* contractual basis.
17. Consequently, the DRC judge decided that, in accordance with the general legal principle of *pacta sunt servanda*, the Respondent is liable to pay to the Claimant overdue payables in the total amount of USD 20,000.
18. In addition, taking into consideration the Claimant/Counter-Respondent's claim, and taking into consideration the absence in the contract of a due date for the requested bonus, the DRC judge decided to award the player interest at the rate of 5% *p.a.* on the above-mentioned amount as from the day following the end of the contract, *i.e.* 1 January 2017 until the date of effective payment.
19. Moreover, the DRC judge decided to reject the player's claim pertaining to legal costs in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence in this regard.
20. In continuation, taking into account the consideration under number II./16 above, the DRC judge 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.
21. Having said that, the DRC judge took note that the Respondent/Counter-Claimant is involved in one other dispute in connection with overdue payables (case ref. nr. XXX) which, in addition to the present matter, has been submitted to him today.
22. The DRC judge established that in virtue of art. 12bis par. 4 of the Regulations he has competence to impose sanctions on the club. Therefore, bearing in mind that the club duly replied to the claim of the player and in the absence of the circumstance of repeated offence, the DRC judge decided to impose a warning on the Respondent in accordance with art. 12bis par. 4 lit. a) of the Regulations.
23. In this respect, the DRC 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. Decision of the DRC judge

1. The claim of the Claimant/Counter-Respondent, Player A, is partially accepted.
2. The counterclaim of the Respondent/Counter-Claimant, Club B, is rejected.
3. The Respondent, Club B, has to pay to the Claimant/Counter-Respondent **within 30 days** as from the date of notification of this decision, overdue payables in the amount of USD 20,000 plus 5% interest *p.a.* as from 1 January 2017 until the date of effective payment.
4. In the event that the amount plus interest due to the Claimant/Counter-Respondent in accordance with the above-mentioned number 3 is not paid by the Respondent/Counter-Claimant within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
5. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the DRC judge of every payment received.
6. Any further claim lodged by the Claimant/Counter-Respondent is rejected.
7. A warning is imposed on the Respondent/Counter-Claimant.

Note relating to the motivated decision (legal remedy):

According to article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

For the DRC judge:

Emilio García Silvero
Chief Legal Officer

Encl: CAS directives