Decision of the Dispute Resolution Chamber

passed on 19 August 2021

regarding an employment-related dispute concerning the player Christian Chagas Tarouco

COMPOSITION:

Geoff Thompson (England), Chairman
Tomislav Kasalo (Croatia), member
MD Abu Nayeem Shohag (Bangladesh), member

CLAIMANT:

Christian Chagas Tarouco, Brazil
Represented by Debora Trombeta de Mattos

RESPONDENT:

Goztepe AS, Turkey
Represented by Ludovic Delechat

I. FACTS OF THE CASE

1. On 6 June 2018, the Brazilian player, Christian Chagas Tarouco (hereinafter: *the player* or *the Claimant)* and the Turkish club, Goztepe SK (hereinafter: *the club* or *the Respondent*) signed an employment contract valid as from the date of signature until 31 May 2020 (hereinafter: *the contract*).

2. Clause 3 (a) of the contract established that it would be extended for one additional season in case the player played as a starting-11 in at least 20 out of the 34 official league matches in that season.

3. In accordance with clause 3 of the contract, the club undertook to pay the player, *inter alia*, the following remuneration:

   a. Season 2018/2019: total salary of EUR 900,000 net, payable in the last day of each month in 10 monthly instalments of EUR 90,000 between August 2018 and May 2019;

   b. Season 2019/2020: total salary of EUR 900,000 net, payable in the last day of each month in 10 monthly instalments of EUR 90,000, between August 2019 and May 2020;

   c. Season 2020/2021: total salary of EUR 900,000 net, payable in the last day of each month in 10 monthly instalments of EUR 90,000, between August 2020 and May 2021;

   d. During the term of the contract, housing allowance of EUR 1,500 per month; and

   e. Two business flight tickets per season.

4. On 19 March 2020, the Turkish Football Federation (TFF) suspended the football activities until further notice due to the COVID pandemic.

5. On 15 April 2020, the club was notified about the suspension of its stadium naming rights sponsorship in light of the "*severe damages on the football sector and its financial stability*".

6. On 21 April 2020, the club sent an e-mail to its players referring to the severe economic impacts of the pandemic and informing that it intended to start renegotiations with the players taking into consideration the current FIFA recommendations.

7. On 28 April 2020, the club once again wrote to its players referring to the financial constrains arising from the pandemic.

8. On 30 April 2020, the player's representative wrote to the club and stated, *inter alia*, that he would analyse the reduction of the player's salaries as soon as the club provided him with a clear proposal in this regard. As to the disciplinary sanctions and outstanding remuneration, the player's representative requested the club to provide him with a spreadsheet for payments in order to calculate the amounts owed by the club to the player under the employment contract and to negotiate the sum due by the player to the club as penalties.

9. On 2 May 2020, the club sent the player an e-mail referring to the player's historic of undisciplined acts, as well as to his late return to the club after his injury and vacations. At the end, the club wrote: "*we declare that the penalties will be applied to him in accordance with the disciplinary regulations as a result of the player's contrary behaviour. At the end of this process, where the trust and goodwill of our club is seriously taken, we want to see you as soon as possible regarding the player's future in Götzepe*".

10. On 7 May 2020, the TFF issued a recommendation regarding employment contracts between clubs and players and technical staff members "*while preventing potential disputes that might rise out of the available contracts between the stakeholders due to these extraordinary times*".

11. On 23 May 2020, the club sent an e-mail to the players and clarified that it would apply a reduction of 20% on the players' salaries for the 2019/2020 season.

12. On 27 May 2020, the club sent its players a proposed amendment to their employment contracts reducing the salaries by 20%.

13. On 3 June 2020, the club wrote to the player and took note of the fact that the latter had refused a salary reduction. The club invited the player to "*negotiate and finalize a potential mutual agreement at the end of the current season*"

14. On 21 July 2020, the club wrote to its players and *inter alia* informed them that it wished to finalize one-on-one meetings within 3 days of the last game of the season regarding the salary reductions.

15. On the same date, the player wrote to the club as follows:

> *"Thanks very much for your Email, which I have read carefully. Once more, I would like to emphasise*
> *my loyality to this great club and show understanding on these extra-ordinary times.*
> *I took carefully note of the statement in your email, that the players were paid during this period.*
> *Certainly I cannot comment on the payments to the players, except myself. However I have to underline the fact that during March, Arpil and May, the salaries have not been paid. Moreover, as of my accounting notes, there are still 3 unpaid salaries as per my contract. I kindly would like to remind you that neither during these months, nor as of now I have*

not sent any payment notification and not taken any legal actions about unpaid salaries. I knew such an action could have caused troubles in the cash flow of our beloved club, which none of us want. I truly believe this also indicates how I fully understand the situation and act with good intention".

16. On 28 July 29020, the club wrote to the players and stated that a ratio reduction of 27% would be needed in order for the club to achieve financial stability.

17. On 2 August 2020, the club requested the players to send their position as to the meetings. It further sent an email to the player's representative taking note of the player's refusal on a salary reduction and requesting a position by August 3rd.

18. On 6 August 2020, the player wrote to the club and stated he would not ask for any outstanding amounts until the new season started, and proposed the club to pay the following:

    a. EUR 90,000 on 15 September 2020;
    b. EUR 90,000 on 15 October 2020;
    c. EUR 90,000 on 15 November 2020.

19. On 7 August 2020, the club rejected the player's proposal and confirmed that the parties could not reach a mutual agreement.

20. On 15 August 2020, the player wrote to the club as follows:

    "I am writing this in order to wrap up the previous correspondences.
    It is noted that the club's intention is not to perform the contract as intended originally and wishes to avoid applying the terms of my employment. As far as I understand the club is going to apply a significant reduction in any case without my consent and I consider this as an abuse of dominant position. At this point it is impossible to consider our previous correspondences an invitation to negotiation, the club has already decided on a reduction and it is quite easy to understand that I have no other choice but abide by the terms imposed by the club.
    I have been performing my best for the last two seasons with pride and pleasure and I want to continue my career with Göztepe under the terms we have previously agreed on. I hereby would like to underline that I do not consent any modifications or alterations in my employment contract with Göztepe".

21. On 29 March 2021, the player put the club in default of payment of the following, granting it 15 days to cure the contractual breach:

    a. EUR 270,000 net, corresponding to the unpaid portion of his remuneration for the season 2020/2021. The player explained that until that moment he was entitled to EUR 630,000, of which EUR 360,000 only had been paid;
    b. EUR 4,500 as accommodation expenses;

c. TL 10,500 as car allowance.

22. On 07 April 2021, the club responded and stated that only EUR 135,000 were due to the player, comprising of half of the player's January salary and full salary of February. The club furthermore stated that it was its intention to *"pay at least one monthly salary this week"*.

23. On the same day, the player replied to the club and rejected its position. He explained that all payments made by the club at that point had been factored in his default notice. The player indicated that the club had failed to pay EUR 405,183, broken down as follows:

a. EUR 45,183 as salary of November 2020;
b. EUR 90,000 as salary of December 2020;
c. EUR 90,000 as salary of January 2021;
d. EUR 90,000 as salary of February 2021;
e. EUR 90,000 as salary of March 2021.

24. The player furthermore highlighted that he had not agreed to any salary reduction and prompted the club to cure its default by 12 April 2021 in line with his previous correspondence.

25. On 8 April 2021, the club paid EUR 90,000 to the player.

26. On 13 April 2021, the player terminated the contract on the basis that the club had failed to pay him EUR 315,183.

27. On the same date, the player sent a WhatsApp message to the club's president, stating as follows:

"President, with tears in my eyes I write this letter to you, it is difficult to say goodbye to this club that I have learned to love and support so much, today for a family matter I have to say goodbye and return to Brazil, with a tightness in my chest at having to leave this great club. I would like to thank you for giving me the opportunity to play in Göztepe and to be close to a great manager like you. .Thank you President, Göztepe has taught me that in football it is possible to achieve results, take care of people and project the future. Here I entered as an athlete and I leave with friends and above all professionall earning. L say goodbye and go soon, because cycles in life are closed and others are started.

28. On 14 April 2021, the player and the Brazilian club, Fortaleza EC, signed an employment contract, pursuant to which the player is entitled to a monthly salary of BRL 84,000. Such contract is valid from 13 April 2021 until 31 December 2022.

29. On 15 April 2021, the club wrote to the player and stated that he did not have just cause to terminate the contract on account of the fact that (a) by the time his (first) default notice had been sent, only EUR 135,000 were due and (b) a deduction of 20% had been made for payments under the 2019/2020 season "*by mutual consent*".

30. On 27 April 2021, following the rejection of the player's ITC by the TFF, the Single Judge of the Players' Status Committee authorized without prejudice the registration of the player with Fortaleza EC.

II. PROCEEDINGS BEFORE FIFA

31. On 3 May 2021, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. The claim of the Claimant

32. According to the Claimant, he had just cause to terminate the contract on the grounds that the club failed to pay him 3.5 salaries, in spite of having been put in default.

33. The player furthermore argued that he had never accepted a salary reduction by the club. The player further referred to the FIFA COVID Guidelines and highlighted the following timeline, claiming that the club "forced" a reduction of 27% of the salary:

34. The player argued that such a 27% reduction is equivalent to "*not paying any salary since the beginning of the pandemic*" since the club was already in default of its obligations. The player furthermore underlined that by March 2020 the club already owed him 3.5 salaries.

35. The player additionally submitted that he was in "goodwill" as he is not seeking payment for the periods where the season had been extended (since there was no remuneration agreed for this period), but argued that the club failed to pay him any amounts since the beginning of the pandemic.

36. As to the annual reduction of the player's annual salary for the season 2019/2020 season following the COVID pandemic, the player argued as follows:

> *"i. whether the club had attempted to reach a mutual agreement with its employee(s) No. The truth is that Goztepe seems to have always shown bona fide over the emails but face-to-face this discussion was never open to negotiation.*

ii. the economic situation of the club;
Goztepe is one of the richest Club in Turkey. They took advantage of the pandemic scenario to not fulfill its obligations.

iii. the proportionality of any contract amendment;
Nonpayment from the beginning of the pandemic and non-income related to the two extra months related to the extension cannot be considered proportional.

iv. the net income of the employee after contract amendment;
Zero. In other words, the pandemic hit the country in March. They decided not to pay two salaries (April and May).

v. whether the decision applied to the entire squad or only specific employees
Most of the players did not accept and were discussing (with success) before this honorable Chamber."

37. The player thus argued that he had just cause to terminate the contract on the grounds of article 14bis of the Regulations on the Status and Transfer of Players (RSTP). He sought the following amounts:

"(i) the outstanding salaries due to the Player in the amount of EUR 315.183,00 (three hundred fifteen thousand and one hundred eighty-three Euro);
(ii) EUR 4,500.00 (four thousand and five hundred Euro) related to the accommodation from January to March 2021;
(iii) the monthly amount related to the remaining period of the Agreement, EUR 180.000,00 (one hundred and eighty thousand Euro) – April and May 2021 salaries;
(iv) Additional compensation for the damages caused by the breach of the Agreement in the amount corresponding to six months of salaries – EUR 540.000,00 (five hundred and forty thousand Euro)
Plus:
(v) TL 10,500.00 (ten thousand and five hundred Turkish Lira) related to the car benefit (in the monthly sum of TL 3.500) related to January, February and March 2021".

38. The player further requested interest of 5% *p.a.* "*as from the due date*".

b. Position of the Respondent

39. On 27 May 2021, the FIFA general secretariat sent a letter inviting the club to file its position to the claim of the player by 11 June 2021.

40. On 31 May 2021, the club requested a deadline extension to file its reply, which was granted. As such, the club's deadline to present its position was extended until 28 June 2021.

41. On 28 June 2021, the club filed its statement of defense as well as a counterclaim against the player and his new club, Fortaleza EC.

42. On 6 July 2021, the FIFA general secretariat acknowledged receipt of the club's defense and counterclaim and invited the club to file a copy of the Bank Account Registration Form, which had not been filed. The club was granted a deadline until 11 July 2021 (Sunday) to do so, under penalty of the counterclaim being withdrawn.

43. On 13 July 2021, and in the absence of any reply by the club, the FIFA general secretariat closed the investigation of the matter and deemed the counterclaim withdrawn.

44. On the same date and in reply to FIFA's letter, the club filed the Bank Form and requested that its counterclaim be considered.

45. On 19 July 2021, the FIFA general secretariat confirmed that the club's counterclaim had been deemed withdrawn and that the matter would be submitted to the consideration of the DRC.

46. The club's statement of defense can be summarized as follows.

47. The club referred to the COVID-19 pandemic and argued that it endangered the club's financial sustainability. In support of this allegation, the club filed a financial report showing its losses during the pandemic.

48. The club furthermore referred to the COVID Guidelines and argued that it licitly reduced the player's remuneration, based on the following:

    a. Attempt to reach a mutual agreement with the player: the club held that since the beginning of the pandemic, it took a positive action towards its employees to maintain the contractual relationships. Thus, the club alleged that it tried to find a mutual agreement with all its employees, including in particular the player;

    b. Application of the decision to the entire squad or only to specific employees: the club argued that it was able to reach agreements with almost all employees, treating them equally. As such, the club pointed out that "*Club applied such fair and proportionate reduction to all employees in compliance with the COVID-19 FIFA guidelines*";

    c. Economic situation of the club: the club stated that it had to deal with big loss of revenues following the COVID-19 pandemic. In support of its allegations, the club filed a financial report showing that the reduction of all player's salaries was mandatory in order for the club to continue its activities and avoid bankruptcy. The club also argued that the Turkish Lira suffered a severe impact due to COVID;

d. Proportionality of the contract amendment: on its part, the club established that the reduction of 20% of the player's remuneration is "*totally fair and proportionate considering the big financial impact of the club's finances*";

e. Net income of the employee after any contractual adjustment: the club pointed out that, applying a 20% reduction on the 2019/2020 remuneration, the player would be entitled to receive EUR 720,000 (instead of EUR 900,000). Accordingly, the club argued that "*other employees from the Club's administration have duly agreed to reduce their generally small monthly remuneration of 20%, showing great spirit and understanding towards the Club in these difficult times*".

49. The club argued that art. 14bis of the RSTP does not apply to the case at hand on account of the fact that with the reduction only EUR 63,399 were outstanding to the player by the date of termination.

50. The club argued thus that the player did not have just cause to terminate the contract and that, on the basis of art. 17 of the RSTP, he shall pay EUR 180,000 net as compensation.

III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

a. Competence and applicable legal framework

51. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *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 04 May 2021 and submitted for decision on 19 August 2021 . Taking into account the wording of art. 21 of the January 2021 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

52. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 24 par. 1 in combination with art. 22 a) and b) of the RSTP (edition February 2021), the Dispute Resolution Chamber 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 Turkish club.

53. 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. 26 par. 1 and 2 of the RSTP (edition February 2021), and considering that the present claim was lodged on 3 May 2021, the February 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

54. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 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 DRC stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties.

55. In this respect, the Chamber also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in TMS.

c. Merits of the dispute

56. The competence of the DRC and the applicable regulations having been established, the DRC entered into the merits of the dispute. In this respect, the DRC started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the DRC 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

57. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute whether the player had just cause to terminate the contract.

58. In this context, the DRC acknowledged that its task was to determine if just cause existed in the case at hand, and the consequences that follow. To this end, the DRC confirmed that while a counterclaim was firstly lodged by the Respondent, such counterclaim was later withdrawn by the same on account of the fact that it failed to adequately complete it within the deadline granted, in accordance with article 9 par. 2, 3 and 4 of the Procedural Rules.

59. Having stated the above, the DRC went on analysing the outstanding remuneration due to the player at the time of the termination and observed the club's argumentation regarding the effects of the pandemic.

60. In this context, the Chamber firstly wished to highlight that FIFA issued a set of guidelines, the COVID-19 Guidelines, which aim at providing appropriate guidance and recommendations to member associations and their stakeholders, to both mitigate the consequences of disruptions caused by COVID-19 and ensure that any response is harmonised in the common interest. Moreover, on 11 June 2020, FIFA has issued an additional document, referred to as FIFA COVID-19 FAQ, which provides clarifications on

the most relevant questions in connection with the regulatory consequences of the COVID-19 outbreak and identifies solutions for new regulatory matters.

61. The DRC also wished to refer to the fact that said guidelines – as per the explicit wording of FAQ no. 16, as well as pages 6 and 7 of the FIFA COVID-19 Guidelines – are only applicable to "unilateral variations to existing employment agreements". Therefore, except where a termination of a contract occurred following a unilateral variation made as a result of COVID-19 (in which case the validity of the variation must first be assessed under the guidelines), said guidelines do not apply to assess unilateral terminations of existing employment agreements. The Chamber further noted that for the assessment of disputes that are presented before the FIFA judicial bodies concerning the unilateral termination of a contract, the FIFA Regulations as well as the established jurisprudence of the Chamber shall apply.

62. To this end and in line with the FIFA guidelines, the DRC confirmed that the club's decision to unilaterally reduce the player's salaries up to 20% has to be considered as a unilateral variation of the employment contract between the parties. In this respect, the DRC recalled that unilateral decisions to vary agreements will only be recognised where they are made in accordance with national law or are permissible within collective bargained agreements (CBA) structures or another collective agreement mechanism.

63. Nevertheless, turning to the evidence on file as well as the submissions of the parties, the DRC observed that the club has not adduced sufficient evidence capable of demonstrating that the unilateral variation of the player's salary was made on the basis of the national law, or any collective agreement. Furthermore, the club has not demonstrated that the national law does not address the issue of *force majeure*.

64. In addition, the DRC wished to highlight that the pieces of evidence filed by the club did only demonstrate the financial impacts of COVID regarding the club's finances, but were not sufficient to prove a situation entitling the club to unilaterally vary the terms of the contract. What is more, it noted that the Turkish league was suspended for two months only while the club reduced the player's salary for the entire 2019/2020 season and in a retroactive manner, which could not be deemed neither reasonable nor proportionate.

65. As a consequence and in light with the DRC's jurisprudence, the DRC decided that the club failed to demonstrate that the unilateral variation of the contract was licit, entailing that on the basis of the principle *pacta sunt servanda* it should have paid the player's agreed remuneration.

66. For the sake of completeness, the Chamber outlined that the club has also failed to demonstrate that it paid the player's remuneration, since the amounts the club argued to have paid had already been considered by the player in his calculations.

67. Therefore, the Chamber decided that the player had just cause to terminate the contract and that the club shall bear the consequences that follow.

ii. Consequences

68. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

69. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, are equivalent to the unpaid portion of the player's salary of December 2020 amounting to EUR 45,183, plus EUR 270,000, *i.e.* three times EUR 90,000 regarding the salaries from January to March 2021 each.

70. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the club is liable to pay to the player the cited amounts, which were outstanding under the contract at the moment of the termination. To this end, the Chamber noted that the player's requests for car allowances were not evidenced or supported by any contractual provision, and thus rejected this part of the players' claim.

71. In addition, taking into consideration the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided to award the player interest at the rate of 5% *p.a*. on the outstanding amounts as from one day after their due dates until the date of effective payment.

72. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club in the case at stake. In doing so, the Chamber 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, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

73. In application of the relevant provision, the Chamber 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. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

74. As a consequence, the members of the Chamber 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. The Chamber recalled that

said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.

75. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract until its expiry. Consequently, the Chamber concluded that the amount of EUR 180,000 (*i.e.* the salaries of April and May 2021) serves as the basis for the determination of the amount of compensation for breach of contract.

76. In continuation, the Chamber 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 DRC 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.

77. Indeed, the player found employment with Fortaleza EC. In accordance with the pertinent employment contract, the player was entitled to BRL 84,000 per month. Therefore, the Chamber concluded that the player mitigated his damages in the total amount of EUR 24,630.

78. Subsequently, the Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables. In the case at hand, the Chamber confirmed that the contract's termination took place due to said reason *i.e.* overdue payables by the club, and therefore decided that the player shall receive additional compensation. The Chamber however confirmed that in accordance with the cited provision, the overall compensation (including any additional compensation) cannot exceed the (original) value of the breached contract.

79. In this respect, the DRC decided to award the amount of additional compensation of EUR 24,630.

80. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 180,000 to the player *(i.e.* EUR 180,000 minus EUR 24,630 plus EUR 24,630), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

81. Lastly, taking into consideration the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided to award the player interest on said compensation at the rate of 5% *p.a.* as of the date of claim until the date of effective payment.

iii. Compliance with monetary decisions

82. Finally, taking into account the applicable Regulations, the Chamber referred to par. 1 lit. and 2 of art. 24bis 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.

83. In this regard, the DRC 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.

84. Therefore, bearing in mind the above, the DRC 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. 24bis par. 2, 4, and 7 of the Regulations.

85. 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.

86. The DRC 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. 24bis par. 8 of the Regulations.

d. Costs

87. The Chamber referred to article 18 par. 2 of the Procedural Rules, according to which *"DRC proceedings relating to disputes between clubs and players in relation to the maintenance of contractual stability as well as international employment related disputes between a club and a player are free of charge".* Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.

88. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 18 par. 4 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

89. 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, Christian Chagas Tarouco, is partially accepted.

2. The Respondent, Goztepe AS, has to pay to the Claimant the following amounts:
   - EUR 45,183 net as outstanding remuneration plus 5% interest *p.a.* as from 1 January 2021 until the date of effective payment;
   - EUR 90,000 net as outstanding remuneration plus 5% interest *p.a.* as from 1 February 2021 until the date of effective payment;
   - EUR 90,000 net as outstanding remuneration plus 5% interest *p.a.* as from 1 March 2021 until the date of effective payment;
   - EUR 90,000 net as outstanding remuneration plus 5% interest *p.a.* as from 1 April 2021 until the date of effective payment;
   - EUR 180,000 net as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 3 May 2021 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 article 24 bis of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not paid **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 the ban shall be of 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 paid by the end of the of the three entire and consecutive registration periods.

6. The consequences **shall only be enforced at the request of the Claimant** in accordance with article 24 bis paragraphs 7 and 8 and article 24ter of the Regulations on the Status and Transfer of Players.

7. This decision is rendered without costs.

For the Dispute Resolution Chamber:

Emilio García Silvero
Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 58 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 20 of the Procedural Rules).

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