

Decision of the Single Judge of the Players' Status Committee

passed on 09 July 2021

regarding a contractual dispute concerning the player Ruben Semedo Borges

BY:

Roy Vermeer (Netherlands), Single Judge of the PSC

CLAIMANT:

Villarreal FC, Spain

Represented by Ruiz-Huerta & Crespo

RESPONDENT:

Olympiacos FC, Greece

Represented by Lucas Ferrer

I. FACTS OF THE CASE

1. According to the player passport issued by the XXXXX, the player Ruben Alfonso Semedo Borges (hereinafter: *the player*), born on 4 April 1994, was registered as follows:

Season of Birthday	Club	Dates	Seasons
Season of 12th Birthday			2005/2006
Season of 13th Birthday	SG Sacavenense	07.05.2007 - 30.06.2007	2006/2007
Season of 14th Birthday			2007/2008
Season of 15th Birthday			2008/2009
Season of 16th Birthday	CF Benfica	29.09.2009 - 30.06.2010	2009/2010
Season of 17th Birthday	Sporting CP, SAD	09.08.2010 - 30.06.2011	2010/2011
Season of 18th Birthday	Sporting CP, SAD	02.08.2011 - 30.06.2012	2011/2012
Season of 19th Birthday	Sporting CP, SAD	14.08.2012 - 30.06.2013	2012/2013
Season of 20th Birthday	Sporting CP, SAD	30.07.2013 - 30.06.2014	2013/2014
Season of 21st Birthday	Sporting CP, SAD C.F. Reus Deportivo	01.07.2014 - 27.08.2014 28.08.2014 - 30.06.2015	2014/2015
Season of 22nd Birthday	Sporting CP, SAD	01.07.2015-30.06.2016	2015/2016
Season of 23rd Birthday	Sporting CP, SAD	01.07.2016-30.06.2017	2016/2017

2. On 25 June 2019, the Spanish club, Villarreal FC (hereinafter: *the Claimant*), and the Greek club, Olympiacos FC (hereinafter: *the Respondent*) signed a transfer agreement (hereinafter: *the Contract*) regarding the permanent transfer of the player from the Claimant to the Respondent.
3. According to the Contract, the Respondent undertook to pay to the Claimant a transfer fee of EUR 3,300,000, to be paid in two equal instalments on 15 July 2019 and on 15 July 2020, respectively.
4. Clause 4 of the Contract reads *inter alia* as follows:

“€250,000 every time Olympiacos qualifies for the UEFA Champions’ League Group Stage (the ‘UCL Group Stage’) during the Player’s registration with Olympiacos and only if the Player has participated in at least 50% (Fifty Percent) of Olympiacos Preliminary Rounds matches for qualification to the UCL Group Stage (namely UEFA Champions League qualification matches and UEFA Champions League play offs). This amount will be paid until 31st October of the season that Olympiacos participates in the UCL group stages”.

5. Clause 7 of the Contract reads as follows:

"If Olympiacos delays the payment more than 30 days regarding payments set in Clauses 3, 4 and 5, Olympiacos shall pay to VILLARREAL a penalty fee of 100.000 (One hundred thousand Euro) and shall also pay a contractual penalty of 10% (ten per cent) per month to be calculated on the unpaid amount from the due date until the date of the effective payment. Moreover, if this circumstance occurs an acceleration clause will enter into force and all the remaining ones will become immediately due."

6. Art. 8 para. 4 of the Contract reads as follows:

"It is acknowledged and agreed that Olympiacos shall be responsible for the payment of the requisite amount of Solidarity which shall be due under Article 21 and Annex 5 of the FIFA Regulations, to any and all clubs, teams, national associations or other entities which are entitled to be paid Solidarity under the FIFA Regulations. From the amounts set in this agreement to be paid to Villarreal to Olympiacos shall deduct half of the amounts paid by Olympiacos (namely 2.5%) corresponding to the percentage of Solidarity Mechanism from the amounts settled in this agreement to be paid to Villarreal in order to distribute them among former clubs. In the event that the former clubs and/or associations which are entitled to solidarity payments did not request such amounts and therefore Olympiacos didn't reimburse the full amount corresponding to the 5% deduction, Olympiacos shall be obliged to reimburse such unpaid amount to Villarreal".

7. On 9 August 2019, the Respondent paid to the Claimant the amount EUR 1,616,670, as the first instalment of the transfer fee.
8. On 2 December 2019, the Respondent paid to the Claimant EUR 237,657, as UEFA Champions League bonus for the season 2019/2020.
9. On 15 July 2020, the second instalment of the transfer fee in the same amount as the previous one, i.e. EUR 1,616,670, became due and was not paid by the Respondent.
10. On 17 July 2020, the Claimant sent an email to the Respondent requesting the payment of EUR 1,567,500 and EUR 7,450 and granted a deadline of 10 days for the Respondent to cure its default.
11. On 30 July 2020, the Claimant sent a further email stating that no payment had been made regarding the previous notice and stated that if payment was delayed further than 15 August 2020, the Claimant would request the payment of the penalty contained in Art. 7 of the Contract.
12. On the 31 July 2020, the Respondent replied to the previous email of the Claimant and confirmed its intention to comply with the Contract.

13. On 12 August 2020, the Respondent paid EUR 1,518,000 to the Claimant, as part of the second instalment of the transfer fee.
14. On 14 August 2020, the Respondent paid EUR 49,170 to the Claimant, as a second partial payment of the second instalment of the transfer fee.
15. On 2 September 2020, the Respondent paid EUR 33,333 and EUR 6,250 to the Claimant, as solidarity mechanism.
16. On 7 September 2020, the Claimant contacted the Respondent acknowledging two payments for EUR 6,250 and 33,333, respectively.
17. On 7 September 2020, the Respondent replied to the Claimant providing its calculation for the amount paid and requested credit invoices for the amounts allegedly overpaid.
18. On 17 November 2020, the Respondent paid to the Claimant EUR 237,500, as UEFA Champions League bonus for the season 2020/2021.

II. PROCEEDINGS BEFORE FIFA

19. On 31 December 2020, 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

20. According to the Claimant, each and all of the payments agreed between the Parties under the Contract has been totally or partially delayed by at the very least 30 days by the Respondent. Thus, according to the Contract, the Respondent must pay the penalty amount of EUR 100,000 four times, i.e. EUR 400,000, under clause 7 to the Contract.
21. In addition, the Claimant requested the interest of 10% per month amount to be added over the outstanding amounts.
22. In the view of the Claimant, the Respondent was only entitled to withhold 2.5% of the amounts to be paid to the Claimant, as solidarity mechanism.
23. The Claimant submitted that as it has held the Player's registration for two years, *"it knew exactly which clubs had participated in the training and education of the Player would request their eventual solidarity entitlements and it knew there was a period of time that the players wasn't registered with any Club so nobody would be entitled to receive that solidarity mechanism percentage"*.
24. In this regard, the Claimant argued that the Respondent was perfectly aware that 0.96% out of the full 5% solidarity would not be requested by any club(s) during certain periods of time out of the Player's training and education year's corresponding to said 0.96%.

25. The Claimant's request for relief are:

"To confirm that Olympiacos has failed to satisfy all the financial obligations related to the Transfer Agreement, and therefore to condemn Olympiacos to pay Villarreal:

EUR 18,237; together with

EUR 400,000, as a EUR 100,000 penalty fee having to be applied at the very least four times under clause 7 to the Transfer Agreement per every delay and therefore breach committed recalled along our paragraphs 12 to 14 above; together with

10% per month amount to be added over the outstanding amounts which will have to be added and is currently running until the whole debt will be entirely satisfied.

Together with the corresponding statutory interests of 5% per annum since the accrued date under article 73 of the SCO.

Independently of the type of the decision to be issued, Villarreal requests the FIFA PSC:

To fix a sum to be paid by Olympiacos, in order to contribute to the payment of its legal fees and costs; and

To order Olympiacos to assume the entirety of the FIFA PSC administration and procedural fees".

b. Position of the Respondent

26. The Respondent considers that the PSC is not competent to hear the dispute because any claim for solidarity contribution must be submitted through TMS and, is within the competence of the DRC and not the PSC.
27. As such, the Respondent states *"that Request for Relief shall be dismissed due to lack of jurisdiction; the remainder of the Claimant's Request for Relief shall be dismissed due to a lack of proof and/or merit"*.
28. According to the Respondent, the entirety of the transfer fee due had been paid in full by 14 August 2020, with no delay greater than 30 days for either instalment.
29. As for the payment of the UEFA Champions League bonus corresponding to the 2019/2020 season, the Respondent submitted that *"it occurred on 2 December 2019 via wire transfer in the amount of EUR 237.500, which corresponds to the contractual bonus of EUR 250.000 minus 5% solidarity. The payment date was 32 days after the stipulated date, 31 October 2019"*.

30. As for the payment of the UEFA Champions League bonus corresponding to the 2020/2021 season, the Respondent stated that it *“occurred on 17 November 2020 via wire transfer. This payment was in the amount of EUR 237,500 which corresponds to the contractual bonus minus 5% solidarity. The payment date was 17 days after the stipulated date, 31 October 2020”*.
31. Based on the above, the Respondent argues that only one of the bonuses that became due was paid more than 30 days after its stipulated due date, the one for the 2019/2020 season.
32. Furthermore, the Respondent states that there is no need to consider the payment date of each solidarity payment reimbursement for purposes of the penalties in Clause 7 as that clause does not apply to payments related to Clause 8, only those established in Clauses 3, 4, and 5.
33. Aside from the above, the Respondent argues that there are still *“some portions of the 5% solidarity contribution that have not yet been claimed or disbursed but that will be disbursed either (i) in line with the Player’s passport and any claims that are timely filed by the relevant club or federation before the applicable statute of limitations lapses, or (ii) if Olympiacos is unable to identify the rightful recipient, in line with the terms of the Transfer Agreement”*.
34. Moreover, the Respondent stated that parties seeking to claim solidarity contribution for the Player have until 5 July 2021 to make such a claim, per FIFA’s regulations.
35. The Respondent submits that the amounts the Claimant seeks in this matter correspond to:
 - a. a portion of the applicable solidarity contribution that the Respondent retained which the Claimant *“insists, without proof, that no club or federation will claim, and that it therefore belongs to them and should have already been paid”*.
 - b. to 4 separate instances where the Claimant alleges payments were made more than 30 days after the stipulated due date for each payment and to which the penalties in Clause 7 apply.
 - c. a 5% statutory interest p.a. for each and every amount that was due and, by their records, was paid late.
36. The Respondent further stated that *“since the totality of the transfer fee, UCL bonuses and solidarity contribution owed to Villarreal per the terms of the Transfer Agreement have been paid at this stage, and not once in paras. 35-48 of its Claim does Villarreal mention a specific monetary amount, this party can only surmise that the “overdue payable” Villarreal speaks of is the EUR 18,237 it requests as overdue solidarity payment”*.
37. The Respondent submitted that *“it is clear from the wording of art. 12bis FIFA RSTP and the jurisprudence applying and interpreting it that solidarity contribution is not within the scope of said article and therefore not considered an overdue payable”*.

38. Moreover, the Respondent states that the Claimant has not produced any written notice whereby it requested the overdue amount of EUR 18,237 and granted 10 days to comply.
39. The Respondent submitted that *“the only amount subject to Clause 7 of the Transfer Agreement that was paid over 30 days after the due date was the UCL bonus for the 2019/2020 season, which was paid 32 days after the due date. Therefore, the only penalty fee amount that could, in principle, be claimed is EUR 100.000. However, Olympiacos must highlight that the 30-day period following the due date of 31 October 2019 expired on a weekend. As such, payment could only be ordered on the immediately following working day, 2 December 2019 and it stands to reason that if the 30-day period lapsed on a nonworking day, the payment would still be timely if it was ordered on the next business day. Therefore, the PSC may yet rightfully consider that the 30-day period had not in fact expired for this payment and no penalty may be claimed.”*
40. In the view of the Respondent, the only penalty interest amount that could, in principle, be claimed is 10% per month over EUR 250,000 from 31 October 2019 through 2 December 2019.
41. The Respondent submits that Clause 7 should be declared null & void as it *“presents a glaring imbalance in the contractual arrangements that Villarreal formulated to benefit itself, provoking a situation of gross inequality between the parties since Olympiacos was not afforded the benefit of a penalty clause in case Villarreal breached the Transfer Agreement through actions or misrepresentations in the terms of the contract.”*
42. The Respondent’s request for relief are:

“a. Find that it does not have jurisdiction to decide the present dispute as it pertains to Villarreal CF’s claim for EUR 18.237 and reject said claim as well as any additional claim arising from it.

Alternatively, should the FIFA Players’ Status Committee declare itself competent to decide the aforementioned claim, declare that the EUR 18.237 is not yet due, rejecting all the requests for relief presented by Villarreal CF in this respect.

b. Declare that all sums owed to Villarreal CF under the terms of the Transfer Agreement that have fallen due to date have been paid.

c. Reject all of Villarreal CF’s requests for the application of the penalties foreseen in Clause 7 of the Transfer Agreement due to said clause being null and void.

Alternatively, significantly reduce the penalties foreseen in Clause 7 due to their lack of proportionality and award Villarreal CF an amount that is both proportional and justified under the proven facts of this case.

d. In any case, reject Villarreal CF's request for the application of a statutory default interest of 5% p.a., unless it is applied in lieu of the penalties sought under Clause 7 of the Transfer Agreement. e. In any of the aforementioned events, refrain from imposing any sporting sanctions whatsoever upon Olympiacos FC.

f. Dismiss all other prayers for relief.

g. In any event, establish a sum to be paid by Villarreal CF as contribution for the payment of legal fees and costs incurred by Olympiacos FC in the amount of CHF 20,000.

h. In any event, order Villarreal CF to assume the entirety of the administrative and procedural fees of the FIFA Players' Status Committee, if any are applicable."

III. CONSIDERATIONS OF THE SINGLE JUDGE OF THE PLAYERS' STATUS COMMITTEE

a. Competence and applicable legal framework

43. First of all, the Single Judge of the Players' Status Committee (hereinafter also referred to as *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 31 December 2020 and submitted for decision on 9 July 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.
44. Subsequently, Single Judge referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. f) of the Regulations on the Status and Transfer of Players (edition February 2021), the Single Judge is competent to deal with the matter at stake, which concerns a dispute with an international dimension between a Spanish and a Greek club.
45. However, in view of the fact that the Respondent contested the jurisdiction of the Players' Status Committee, the Single Judge firstly had to make a determination as to his own jurisdiction.
46. The Single Judge noted that the main dispute at hand arises out of a contract signed between the parties in which they agreed *inter alia* to modify the payment regarding solidarity mechanism as from that found in the standard FIFA provisions to this end.
47. Thus, the Single Judge noted that whilst the Respondent is not incorrect in stating that solidarity mechanism disputes shall be dealt with by the sub-committee of the Dispute Resolution Chamber ("DRC"), the matter at hand indeed arises out of a contract, the Single Judge was convinced that he is competent to hear the dispute on the basis of art. 23 of the

FIFA Regulations on the Status and Transfer of Players. The Single Judge furthermore comforted in his decisions based on the principle of procedural efficiency.

48. Subsequently, the Single Judge 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 Regulations on the Status and Transfer of Player (edition February 2021), and considering that the present claim was lodged on 31 December 2021, the October 2020 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

49. The Single Judge 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 Single Judge stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties.
50. In this respect, the Single Judge 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

51. The competence of the Single Judge and the applicable regulations having been established, 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.
52. 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 the assessment of the matter at hand.

i. Main legal discussion and considerations

53. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the parties strongly dispute:
- A. the entitlement of the Claimant to the undistributed amount of solidarity mechanism; and
 - B. the applicability of Clause 7 of the Contract and whether the consequences agreed therein shall imposed on the Respondent.

54. Firstly, the Single Judge turned to the issue of portion of solidarity mechanism requested by the Claimant and carefully noted the contents of Clause 8 of the Contract and the parties' submissions in this regard.
55. The Single Judge was convinced that the parties had agreed that any undistributed solidarity mechanism amount, that is, any amounts not paid to the respective training clubs in accordance with art. 21 of the Regulations, would be paid by the Respondent to the Claimant. The Single Judge confirmed that the wording of the cited clause was clear in this respect and did not require any interpretation (*in claris non fit interpretatio*).
56. In addition, the Single Judge referred to art. 2 par. 1 of the Annex 5 of the Regulations which contains the payment procedure of solidarity mechanism. In particular, this provision states that the new club, i.e. the Respondent, shall pay the respective amount to the training clubs within 30 days of the payment of the contingent payment of the previous club. Hence, conversely to the arguments raised by the Respondent, the obligation to pay such amount arose within 30 days of each of the payments, in particular the two instalments of the transfer fee and the two UCL bonus payments.
57. In other words, the Single Judge established that the Respondent, after making each payment to the Claimant, should have deducted the correspondent solidarity contribution of 5% in line with art. 21 of the Regulations, and then distributed this amount to the training clubs within the time limit set forth by art. 2 par. 1 of the Annex 5 of the Regulations. By doing so, the Respondent was (or should have been) aware of both the corresponding percentage payable to each training club, and the unclaimed (or unidentified) portions corresponding to the rest of the solidarity contribution, which contractually belonged to the Claimant.
58. The Single Judge this confirmed that the Respondent failed to proceed in accordance with the Contract insofar as it did not timely pay the portions of the solidarity contribution to which the Claimant was entitled.
59. After carefully considering the documentation on file and the Player's passport, the Single Judge confirmed that the sums payable per the contract (and effectively paid) by the Respondent to the Claimant amount to EUR 3,800,000, entailing that the amount of EUR 190,000 corresponds to the solidarity contribution.
60. Moreover, the identifiable training clubs in the Player passport would be entitled to EUR 169,784. Thus, based on the contents of Clause 8 of the Contract, the Claimant would be entitled to EUR 20,216, which is the balance between the two cited figures.
61. The Single Judge clarified that his calculation was made as follows:

Club	Seasons	% due	Amount
	2005/2006	5.00%	9,500.00
SG Sacavenense	2006/2007	0.75%	1,425.00
	2007/2008	5.00%	9,500.00
	2008/2009	5.00%	9,500.00
CF Benfica	2009/2010	7.53%	14,307.00
Sporting CP, SAD	2010/2011	8.93%	16,967.00
Sporting CP, SAD	2011/2012	9.15%	17,385.00
Sporting CP, SAD	2012/2013	8.79%	16,701.00
Sporting CP, SAD	2013/2014	9.21%	17,499.00
Sporting CP, SAD C.F. Reus Deportivo	2014/2015	10.00%	19,000.00
Sporting CP, SAD	2015/2016	10.00%	19,000.00
Sporting CP, SAD	2016/2017	10.00%	19,000.00
TOTAL		89.36%	169,784.00

62. Based on the above and the principle of *pacta sunt servanda*, the Single Judge deemed that such amount could be in principle granted to the Claimant. However, the Single Judge determined that the amount to be awarded shall be limited to the figure effectively requested by the Claimant, i.e. EUR 18,240, in line with the principle of *non ultra petita*. The Single Judge hence decided to award EUR 18,240 to the Claimant and, in line with constant jurisprudence of the Players' Status Committee as well as the requests of relief of the Claimant, he also decided to grant interest at the rate of 5% per annum on said amounts as from their due dates (i.e. the following day upon which they fell due) until the date of effective payment.
63. The above having been established, the Single Judge moved to the matter of the contractual penalty agreed in clause 7 of the Contract, in order to determine if this can be validly requested and enforced. Considering the specific wording of the clause, the Single Judge deemed of paramount importance to ascertain the actual dates of the different payments.
64. In this regard, the Single Judge noted the Respondent had provided more tangible and clear evidence on the specific dates in which payment instructions were made, and found that understandably these dates appear to deviate by a few days from the dates the money was received by the Claimant according to the submissions of the latter.
65. The Single Judge was convinced that in order to meet the deadline of clause 7, the Respondent was bound to make the payment within the given time and, based on the evidence available on file and in particular the proofs of payment provided by the Respondent, the Single Judge was convinced that the payments were made on time on

- three out of the four defrayals. However, the Single Judge observed that the UCL bonus for the 2019/2020 season was made on 32th day after the due date.
66. In this context, the Single Judge referred to Clause 7 of the Contract which contained a penalty clause in the event a payment is delayed for more than 30 days.
 67. Hence, as the specific date in which the amounts had to be paid was stated in the Contract and not complied with by the Respondent, the Single Judge confirmed that the Respondent had breached the Contract and should bear the consequences arising thereof in line with the principle of *pacta sunt servanda*.
 68. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract.
 69. The Single Judge found that under the specific constellation of the matter at hand, the penalty stated in the aforementioned clause was disproportionate, insofar as the corresponding contractual breach amounted to EUR 20,216. The Single Judge confirmed that he could not uphold such a clause of a penalty amounting to approximately 5 times the principal amount.
 70. By the same token, the Single Judge also referred to the grossly disproportionate penalty of 10% applicable per month on top of the cited penalty of EUR 100,000 per contract breach, and confirmed that such (second) penalty could not be upheld and should be set aside.
 71. The Single Judge confirmed his assessment based on the application of the PSC's longstanding jurisprudence, and as such decided that the penalty clause had to be reduced in order to be reasonable and proportionate, bearing in mind the (small) breach committed by the Respondent but at the same time the free will of the parties once the Contract was signed.
 72. Based on the previous considerations, the Single Judge deemed that a reasonable and proportionate penalty corresponded to EUR 10,000, the amount of which was granted to the Claimant. In line with the constant practice of the Players' Status Committee, the Single Judge confirmed that no interest shall be awarded on the penalty as per the principle of *ne bis in idem*.
 73. Lastly, the Single Judge turned to the last prayer for relief from the Claimant regarding the imposition of standard 5% interest from the day after to the date the different amounts were due until they were effectively paid. The Single Judge found that in line with the constant jurisprudence of the PSC, this part of the claim shall be accepted, and thus awarded these amounts.

ii. Compliance with monetary decisions

74. Finally, taking into account the considerations above, the Single Judge referred to par. 1 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.
75. 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 and for the maximum duration of three entire and consecutive registration periods.
76. Therefore, bearing in mind the above, the Single Judge decided that, in the event that the Respondent does not pay the amounts due to the Claimant within 45 days as from the moment in which the Claimant, communicates the relevant bank details to the Respondent, provided that the decision is final and binding, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
77. The Single Judge recalled that the above-mentioned bans will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.
78. Lastly, the Single Judge concluded his deliberations by rejecting any other requests for relief made by any of the parties.

d. Costs

79. Lastly, the Single Judge referred to article 18 par. a lit. i) of the Procedural Rules, according to which no costs shall be levied by the parties for claims lodged between 10 June 2020 and 31 December 2020 (both inclusive). Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
80. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 18 par. 4 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

IV. DECISION OF THE SINGLE JUDGE OF THE PLAYERS' STATUS COMMITTEE

1. The claim of the Claimant, Villarreal FC, is admissible.
2. The claim of the Claimant is partially accepted.
3. The Respondent, Olympiacos FC, has to pay to the Claimant, the following amounts:
 - a. EUR 7,920 as outstanding remuneration plus 5% interest p.a. as from 16 August 2019 until the date of effective payment;
 - b. EUR 1,200 as outstanding remuneration plus 5% interest p.a. as from 1 December 2019 until the date of effective payment;
 - c. EUR 7,920 as outstanding remuneration plus 5% interest p.a. as from 16 August 2019 until the date of effective payment;
 - d. EUR 1,200 as outstanding remuneration plus 5% interest p.a. as from 1 December 2020 until the date of effective payment;
 - e. Interest at the rate of 5% p.a. on the amount of EUR 1,616,000 as from 16 July 2019 until 9 August 2019;
 - f. Interest at the rate of 5% p.a. on the amount of EUR 237,500 as from 1 November 2019 until 2 December 2019;
 - g. Interest at the rate of 5% p.a. on the amount of EUR 1,518,000 as from 16 July 2020 until 12 August 2020;
 - h. Interest at the rate of 5% p.a. on the amount of EUR 49,170 as from 16 July 2020 until 14 August 2020;
 - i. Interest at the rate of 5% p.a. on the amount of EUR 237,500 as from 1 November 2020 until 16 November 2020;
 - j. EUR 10,000 as contractual penalty.
4. Any further claims of the Claimant are rejected.
5. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.

6. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to psdfifa@fifa.org, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).
7. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days**, as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the [Regulations on the Status and Transfer of Players](#)).
 2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.
8. This decision is rendered without costs.

For the Single Judge of the Players' Status Committee:



Emilio Garcia 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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