



The

FIVB TRIBUNAL

hereby issues the following

DECISION

2022-02

on the Request for Review of

[case number]¹

filed by

[The Club] (“Claimant”)
represented by [the Club’s lawyer]

v.

[The Player] (“Respondent”)
represented by [the Player’s lawyers]

¹ In the interest of the protection of privacy, this is a redacted version of the decision. Any redactions are marked with [bold brackets].

1. The Parties

1. [The Club] is an [the Club's country] professional volleyball club ("**Claimant**" or "**Club**").
2. [The Player] is a [the Player's country] professional volleyball player ("**Respondent**" or "**Player**").

2. The FIVB Tribunal

3. Article 19.1.5 of the FIVB Sports Regulations dated 3 November 2020 ("**FIVB Sports Regulations**") provides as follows:

"Cases before the FIVB Tribunal shall be heard by the Chairperson, provided that the amount in dispute does not exceed CHF 200'000 (two hundred thousand Swiss Francs). [...] If the Chairperson is unavailable or ineligible due to reasons of conflict (see Article 20.4), he/she shall be replaced by the Vice-Chairperson. The Chairperson may appoint another member of the FIVB Tribunal to hear a case instead of the Chairperson."

4. The request for review is heard by a single judge because the amount in dispute does not exceed CHF 200,000. On [date], the FIVB Tribunal Chairperson, Dr. Karsten Hofmann from Germany, appointed FIVB Tribunal Vice-Chairperson, Francisco A. Amallo from Argentina, to hear this case as a single judge ("**FIVB Tribunal Judge**").

3. Facts

5. On [date], the parties signed a "Preliminary amateur sports performance contract [year]-[year]" ("**Preliminary Agreement**"), under which the Player agreed to play for the Club's team for the [year]/[year]season ([date]to [date]) in exchange for, *inter alia*, a total salary of EUR 175,000 net and including agency fees, to be paid in ten monthly instalments.²
6. On [date], the parties signed a "Contract of Amateur Sports Performance" ("**Sports Contract**"), under which the Player agreed to play for the Club's team for the [year]/[year] season ([date]to [date]) in exchange for, *inter alia*, a total salary of EUR 162,000 net to be paid in ten monthly

² Player's Answer, Exhibit 2.

instalments and a EUR 13,000 payment to his agent.³

7. On [date], the Player went hiking and took a picture of himself on a rock close to a small waterfall.⁴
8. On [date], the Player experienced pain in his right knee.⁵
9. On [date], the Club's doctor examined the Player and recommended him anti-inflammatory and infiltrative therapy with hyaluronic acid, but the Player refused.⁶
10. On [date], the Player performed an MRI and the Club's doctor confirmed the clinical diagnosis and the therapeutic proposal.⁷ The Club's doctor and the [Player's country's] national team's doctor exchanged emails about the Player's health condition and possible treatments.⁸
11. On the same date, the Club's team participated in a training session. The Player and his teammates were recorded performing reception and defence exercises for six minutes.⁹
12. On [date], the Club played a "Playoff [specific name]" game. The Player was included in the official list of the players eligible to play, but he did not play the game.¹⁰ The Player and his teammates were recorded for about five minutes performing reception and defence exercises before the game and during the time out.¹¹
13. On [date], an intra-articular infiltration with hyaluronic acid was performed on the Player.¹²
14. On [date], the Player visited the Club's doctor. The Player reported a reduction in pain and the Club's doctor advised the Player to resume sporting activity according to tolerance, shock wave cycle, and a possible new infiltration in 15 days.¹³

³ Club's submission dated [date], Exhibit 8.

⁴ Player's Answer, Exhibit 11.

⁵ Club's submission dated [date], Exhibit 12.

⁶ Club's submission dated [date], Exhibit 12.

⁷ Player's Answer, Exhibit 5. Club's submission dated [date], Exhibit 12.

⁸ Player's Answer, Exhibit 10.

⁹ Club's submission dated [date], Exhibit 14.

¹⁰ Club's submission dated [date], Exhibit 13.

¹¹ Club's submission dated [date], Exhibit 15.

¹² Player's Answer, Exhibit 5.

¹³ Player's Answer, Exhibit 5.

15. On [date], the Player published the picture taken on [date] on Instagram.¹⁴
16. On [date], the Club unilaterally terminated the Sports Contract with effect [date] arguing that the Player had been behaving improperly and in breach of the contract since then and requesting compensation.¹⁵
17. On [date], the Player's counsel sent an email to the Club, stating that the Player rejected the reasons invoked by the Club for said termination and reserving all rights for a financial claim against the Club.¹⁶
18. On [date], the Player's counsel sent a letter to the Club claiming the payment of EUR 16,200 net as overdue payables, EUR 16,200 net as termination indemnity, and EUR 500 as legal fees by [date].¹⁷
19. On [date], the Club's counsel rejected the Player's claim.¹⁸
20. On [date], the Player filed a complaint against the Club before the [continental federation, hereafter "**Continental Federation**"].
21. On [date], the [Continental Federation] issued a decision ("**Decision**") ruling, *inter alia*, that the Club had to pay to the Player EUR 15,390 net plus interest as overdue payable, EUR 16,200 net plus interest as termination indemnity, and EUR 2,356.50 as legal expenses. The Decision was delivered to the parties on [date].

¹⁴ Club's submission dated [date], Exhibit 17.

¹⁵ Player's Answer, Exhibit 6.

¹⁶ Player's Answer, Exhibit 7.

¹⁷ Player's Answer, Exhibit 8.

¹⁸ Player's Answer, Exhibit 9.

4. The Proceedings before the FIVB Tribunal

22. On [date], the Club filed a request for review (“RFR”) of the Decision, including a request for a stay, before the FIVB Tribunal.
23. On [date], the FIVB Tribunal Secretariat acknowledged receipt and invited the Player to provide his position on the Club’s request for a stay by [date] and file his answer to the RFR by [date]. It also informed the parties that the dispute would be heard in principle by the FIVB Tribunal Chairperson, Dr. Karsten Hofmann.
24. On [date], the Player submitted his position on the Club’s request for a stay.
25. On [date], the FIVB Tribunal Secretariat acknowledged receipt of the Player’s position.
26. On [date], the FIVB Tribunal Chairperson rejected the request for a stay.
27. On [date], the Player submitted his answer to the RFR (“Answer”).
28. On [date], the FIVB Tribunal Secretariat acknowledged receipt of the Answer and invited the Player to file an English translation of certain exhibits by [date]. On the same date, the Player submitted the translation.
29. On [date], the FIVB Tribunal Secretariat informed the parties that, in accordance with Article 19.1.5 *in fine* of the FIVB Sports Regulations, the FIVB Tribunal Chairperson, Dr. Karsten Hofmann, appointed the FIVB Tribunal Vice-Chairperson, Francisco A. Amallo, to hear the present case.
30. On [date], the FIVB Tribunal Judge informed the parties that he had reviewed all the submissions and would proceed to issue a decision. He also requested the parties to provide a detailed account of their respective costs as well as supporting documentation by [date].
31. On [date], the FIVB Tribunal Judge informed the parties that, after taking into account their submissions, he had decided not to hold a hearing in accordance with Article 20.8.1 of the FIVB Sports Regulations.

32. On [date], the Player made his submission on costs.

33. On [date], the Club made its submission on costs.

5. The Parties' Submissions

34. The following section provides a summary of the parties' submissions and does not purport to include every contention put forth by them. However, the FIVB Tribunal Judge has thoroughly considered all the evidence and arguments submitted by the parties, even if no specific or detailed reference has been made to those arguments in this section.

5.1. The Club's Request for Relief and Position

35. In its RFR, the Club submitted the following request for relief:

"... 3. The Appellant requests FIVB Tribunal a decision to be rendered per which the [Continental Federation's] decision dated [date] in the case [case number] shall be reviewed and fully overruled:

- declaring that the contract between the Player and the Appellant has been terminated for just cause by the Appellant and, consequently,

- ordering [the Player] to pay the Appellant the amount of euro 16.200,00 or other amount recognized reasonable and fair as compensation.

4. In case of not recognition of a just cause regarding the termination of the contract the Appellant requests FIVB Tribunal a decision to be rendered per which the [Continental Federation's] decision dated [date] in the case [case number] shall be reviewed and partially overruled:

- declaring in any case the player responsible for the conducts indicated in the present request for review and, consequently,

- reduce, et aequo et bono, the amount recognized by [the Continental Federation] as overdue payables and/or compensation.

5. The Appellant requests FIVB Tribunal to order [the Player] to pay all the costs and expenses related to this proceeding, including handling and legal fees and to reimburse the legal fees eventually paid to the Player as per [the Continental Federation's] decision."¹⁹

36. In support of its request for relief, the Club argued as follows:

¹⁹ Club's RFR, p. 20.

- a) The Club's decision to terminate the contract was made after several contractual violations of the Player incurred in a short period that led the Club to completely lose trust in the Player: (i) the Player requested to terminate the contract to join a club [from a third country, hereafter "New Club"] at the most important phase of the sports season; (ii) the Player refused to enter the field during the game of the [Club's country's] championship that took place on [date]; (iii) the Player refused to follow the medical treatment proposed by the Club and did not request authorization to set a visit with an external doctor; (iv) the Player refused to collect the medical certificate issued after the visit of [date] with the Club's doctor; and (v) the Player practised the discipline of hiking on [date] during the term of the employment contract.²⁰
- b) The [Continental Federation's] conclusion that the Player breached his contractual obligations when he practised the discipline of hiking is fundamental because it demonstrates that the Player is used to violating obligations and duties and, therefore, the further arguments and evidence filed by the Club should be considered highly reliable. The [Continental Federation] should have considered the other contractual violations of the Player proved.²¹
- c) The Player requested the Club, through his agent, to terminate the contract with immediate effect to join [the New Club] during the most important part of the sports season. The Player's conduct was proved by two witness statements that are reliable because, *inter alia*, they were made by persons that participated in the facts and were not directly involved in the Club's decision to terminate the contract. The Player never denied the existence of that request. The Player's request was unacceptable and demonstrates his indifference to the team's goals and lack of respect towards his companions.²²
- d) The Player was able to play the game on [date]. This was proven by the following facts: (i) the doctor did not suspend the Player's sports activity; (ii) the doctor gave his authorization to the technical staff to summon the Player for the game; (iii) the Player accepted the convocation without any kind of opposition; (iv) the Player was included in the official list of players eligible to play that game; and (v) the Player, during the training sessions of [date]

²⁰ Club's RFR, pp. 2-3.

²¹ Club's RFR, pp. 3-4.

²² Club's RFR, pp. 4, 7-12.

and [date] regularly participated in the reception and defence exercises. However, the Player refused to enter the field in that game, as requested by the coach. This was proved by the Sports Director's witness statement and was never contested by the Player. The Player's conduct shows his lack of interest and cooperation and constituted a lack of respect towards the Club.²³

- e) The Player refused to collect the medical certificate on [date]. This was uncontested by the Player and further proved by the witness statements from the Club's Sports Director and Fitness Coach. The Player's conduct was in breach of his contractual obligations.²⁴
- f) On [date], the Player refused to follow the medical treatment proposed by the Club and unilaterally decided to visit another doctor. The Player's conduct violated clauses 9 and 10 of the Sports Contract. Although the Player had the right to make a medical double check, he was obliged to inform the Club duly and previously about his intention to set a visit with a different doctor.²⁵
- g) The Player's behaviour had an immediate and negative impact on the Club's interests because it interfered with the tranquillity of his companions and destabilized the environment with negative consequences on the sports performances and, consequently, on the relationships with the commercial partners. Therefore, the Player must pay EUR 16,200 to the Club as compensation.²⁶
- h) The Club decided to suspend the payment of the Player's salary due on [date] in accordance with the principle *exceptio non adimpleti contractus* because he started to violate the contract on [date]. The [Continental Federation] should have applied that principle because the Player's contractual violations were proven.²⁷

²³ Club's RFR, pp. 4-5, 7-13.

²⁴ Club's RFR, pp. 5-6, 13-14.

²⁵ Club's RFR, pp. 6, 14-15.

²⁶ Club's RFR, p. 17.

²⁷ Club's RFR, p. 18.

5.2. The Player's Request for Relief and Position

37. In his Answer, the Player submitted the following request for relief:

“• the [Continental Federation's] Decision shall be confirmed with respect to the Player's overdue payables, termination indemnity and payment interests; and

• the Club shall be liable to:

- indemnify the Player for all incurred legal expenses (including attorney's fees) up to an amount to be determined during the FIVB Tribunal proceedings, and at the moment of the filing of the present Reply amounting to four thousand six hundred twenty-five euro (€ 4.625) exclusive VAT, being five thousand five hundred ninety-six euro and twenty-five cents (€ 5.596,25) inclusive VAT; and*
- bear the costs of the current proceedings in its entirety.”²⁸*

38. In support of his request for relief, the Player argued that:

- a) The Club failed to pay the salary instalment due by [date], which is for a period [month] under which the Player provided his services to the Club. Before the termination letter, the Club (i) never informed the Player about its alleged disappointment concerning the unsubstantiated conversation on [date] with his agent; (ii) never requested an explanation from the Player, warned him or started disciplinary proceedings against him after his alleged but unsubstantiated refusal to enter the Playing court during a match held on [date]; (iii) never requested an explanation from the Player or objected to the alleged but unsubstantiated Player's refusal to collect a medical certificate or follow medical treatment; and (iv) never informed the Player about its decision to suspend the payment of the [month] instalment following any of the alleged but unsubstantiated aforementioned events. The Club created a story to justify the unjustifiable. Thus, the [Continental Federation] rightfully decided that the Club must pay the Player overdue payables.²⁹
- b) The Player disagrees with the [Continental Federation's] findings concerning the Player's hiking activity. The [Continental Federation] concluded that the zone was not easy to reach and dangerous due to the wet grass, based upon one picture only, without any other information. Besides, under the Club's first answer in the previous proceedings, the Club's

²⁸ Player's Answer, ¶ 90.

²⁹ Player's Answer, ¶¶ 30-39.

request for relief did not include any request to mitigate the Player's overdue payables.³⁰

- c) The Club wrongfully terminated the contractual relationship and must pay a termination indemnity. The Club's allegations are unsupported because (i) the testimonies submitted by the Club are from its employees and the poor credibility and authenticity of the submitted testimonies are confirmed by the fact that the Club never expressed any critics against the Player at the time of the events; and (ii) the Player was injured and resuming sporting activity was contingent upon the evolution of his injury. There are no contractual breaches from the Player and, in the absence of new evidence or developments by the Club, the Player refers to his developments under his submissions before the [Continental Federation].³¹
- d) In any event, the Club's immediate termination of the contractual relationship was wrongful. The Club failed to put the Player on notice to remedy the alleged contractual breaches before sending the termination letter.³²
- e) Considering all the above, the Club's request for compensation is to be dismissed as rightfully decided by the [Continental Federation] and it would be just and fair to place the Player in the same financial position as if the contractual relationship had been duly executed until the end of its term. Hence, the [Continental Federation] rightfully decided to order the Club to pay EUR 16,200 net as termination indemnity.³³

6. Jurisdiction

- 39. The FIVB Tribunal must first examine whether it has jurisdiction to hear the present dispute. To do so, it must first look at the relevant provisions of the FIVB Sports Regulations.
- 40. Article 19.2.1 of the FIVB Sports Regulations reads as follows:

"The FIVB Tribunal is competent to decide financial disputes of an international dimension between clubs, players, FIVB-licensed agents and coaches from within the world of volleyball. The FIVB Tribunal's jurisdiction extends also to financial disputes of an international dimension between a coach and a National

³⁰ Player's Answer, ¶ 40.

³¹ Player's Answer, ¶¶ 41-67.

³² Player's Answer, ¶¶ 68-75.

³³ Player's Answer, ¶¶ 76-80.

Federation.”

41. Article 19.2.2 of the FIVB Sports Regulations stipulates that the FIVB Tribunal can only resolve disputes:

“19.2.2.1 arising between the natural and legal persons/entities mentioned in Article 19.2.1; and

19.2.2.2 decided previously by the FIVB / a Confederation or referred by the FIVB/a Confederation to the FIVB Tribunal”

42. Article 19.2.3 of the FIVB Sports Regulations grants the FIVB Tribunal the power to rule on its jurisdiction.

43. The FIVB Tribunal Judge finds that this dispute is a financial dispute of an international dimension under Articles 19.2.1 and 19.2.2.1 of the FIVB Sports Regulations because it involves a claim between a [the Player’s country] Player and an [the Club’s country] Club concerning the termination of a contractual relationship. The dispute also complies with Article 19.2.2.2 of the FIVB Sports Regulations because it was decided previously by the [Continental Federation], i.e. a Confederation.

44. The FIVB Tribunal’s jurisdiction is also undisputed by the parties. Therefore, the FIVB Tribunal has jurisdiction over the present dispute under the FIVB Sports Regulations.

7. Admissibility

45. Article 18.2 of the FIVB Sports Regulations reads as follows:

“Within fourteen (14) days from notification of the decision under Article 18.1 above, any affected party may request that the case be reviewed by the FIVB Tribunal.”

46. The Decision was notified to the parties on [date]. The Club submitted its RFR on [date], within the fourteen-day deadline. Thus, the RFR is admissible.

8. Applicable law

47. Article 20.9 of the FIVB Sports Regulations reads as follows:

“Unless otherwise agreed by the parties, the Tribunal shall apply general considerations of justice and fairness without reference to any particular national or international law (ex aequo et bono).”

48. The parties did not make any submissions as to the applicable law but relied on principles of *ex aequo et bono*.³⁴ Thus, based on the above and in the absence of an agreement to the contrary, the FIVB Tribunal Judge will decide the dispute *ex aequo et bono* (i.e. applying general considerations of justice and fairness without reference to any particular national or international law).

9. Findings

49. In the previous instance, the Player stated that the Preliminary Agreement and the Sports Contract are valid and binding agreements and complementary to each other because the latter does not contain any clause replacing, cancelling, or superseding the former.³⁵ The Club did not contest the Player’s statement and clarified that only the Sports Contract contains the global discipline of the contractual relationship and provides a detailed list of the conducts that the Player allegedly violated.³⁶

50. The [Continental Federation] did not address this issue in its Decision and, in line with the parties’ submissions, referred to the contracts jointly as part of the same contractual relationship without making distinctions between one and the other. Despite making specific references to the clauses of the Sports Contract, both the parties and the [Continental Federation] have treated both agreements jointly, as one complementing the other, to the point that, although the termination letter refers only to the Sports Contract, both parties and the [Continental Federation] have interpreted that both contracts were terminated with that letter. Therefore, being this undisputed by the parties, the FIVB Tribunal Judge will treat both agreements together, as they were the same, and, unless expressly stated, any reference to a “contract” includes both

³⁴ Club’s RFR, pp. 17, 20. Player’s Answer, ¶¶ 52, 76.

³⁵ Player’s submission dated [date], ¶¶ 2-6.

³⁶ Club’s submission dated [date], p. 1.

contracts.

51. According to clause 5 of the Sports Contract, the Club had to pay the Player a total salary of EUR 162,000 in ten monthly instalments from [date](i.e., EUR 16,200 per month from [date]to [date]). The instalments had to be paid by the tenth day of the month.³⁷
52. It is undisputed that the Club paid eight monthly instalments for an aggregate amount of EUR 129,600 and did not pay the ninth and tenth instalments. The dispute focuses on whether the Club was entitled not to pay the last two instalments due to the Player's alleged behaviour.
53. On [date], the [Continental Federation] ruled that the Club was entitled to a 5% reduction on the overdue payables (i.e., the ninth instalment) but had no just cause for terminating the contract. Thus, the [Continental Federation] ordered the Club, *inter alia*, to pay to the Player EUR 15,390 net plus interest as overdue payable, EUR 16,200 net plus interest as termination indemnity, and EUR 2,356.50 as legal expenses.
54. The Club requested the FIVB Tribunal judge to fully overrule the Decision, declaring that the contract was terminated for just cause and, consequently, ordering the Player to pay EUR 16.200,00 or other amount recognized reasonable and fair as compensation.³⁸
55. The Club contends that the Player had incurred the following violations: (i) the Player requested to terminate the contract with immediate effect to join [the New Club]at the most important phase of the season; (ii) the Player refused to follow the medical treatment proposed by the Club and set a visit with an external doctor without the Club's authorization; (iii) the Player refused to enter the field during the game of the [Club's country's] championship that took place on [date]; (iv) the Player refused to collect the medical certificate issued after the visit of [date]to the Club's doctor; and (v) the Player went hiking on [date]during the term of the employment contract. According to the Club, these violations justified the suspension of the payment of the ninth instalment, as well as the termination of the contractual relationship and the non-payment of the remaining instalments.³⁹

³⁷ Club's submission dated [date], Exhibit 8.

³⁸ Club's RFR, p. 20.

³⁹ Club's RFR, pp. 2-3, 15-18.

56. The FIVB Tribunal Judge will review the liability and quantum issues separately.

9.1. Liability

57. Under this section, the FIVB Tribunal Judge will analyse each of the Player's alleged violations and will determine whether the Club was entitled to suspend the payment of the Player's salary and terminate the contractual relationship.

9.1.1. The Player's alleged request to terminate the contract

58. The Club unilaterally terminated the contract arguing, *inter alia*, as follows:

"On [date] your agent, [the Player's Agent], sent by telephone to [the] Sports Director of the Company, on your behalf, a proposal concerning your release from all sporting obligations in order to join, during the current season, [the New Club]. This proposal was rejected by the sporting director because the company had the important objective of going as far as possible in the play-offs [of the relevant league], gaining historic access to [a specific] Cup and also honouring the team's sponsors. The unusual and disrespectful proposal, which was received while the relationship was still going on, was declined also because you are one of the most performing players and a point of reference for the team.

*We would like to point out that such conduct constitutes a serious and serious violation of the duties of diligence and fairness, as well as of the obligation of loyalty towards the Company (duties and obligations that, even in view of the special nature of your relationship and excluding any traceability of the same to Article 2094 of the [Club's country's] Civil Code, are nevertheless expressly referred to in the contract that you signed with the Company)."*⁴⁰

59. In the previous instance:

- a) The Club claimed that on [date] the Player, through his agent, requested the Club's Sports Director to terminate the contract with immediate effect to join [the New Club]. The Club argued that its Team Manager listened to the conversation. In support of its argument, the Club submitted witness statements from its Sports Director and Team Manager. According to the Club, this behaviour was unacceptable as it took place in a crucial part of the season and violated clause 4 of the Sports Contract. The Club further stated that its refusal to liberate the Player angered him and, as a result, the Player started to assume a bad attitude towards

⁴⁰ Player's Answer, Exhibit 6.

the Club.⁴¹

- b) The Player contested the facts alleged by the Club and argued that the witness statements submitted by the Club lacked probative value because both witnesses were employed by the Club. The Player also stated that the Club never complained about his alleged misconduct and that, therefore, the alleged conversation would be within the courteous and lawful boundaries of a contractual relationship. The Player further argued that the Club had failed to put the Player on notice for the latter to remedy the alleged breaches of contract.⁴²
- c) The [Continental Federation] dismissed the Club's argument because it considered that the Club had failed to discharge the burden of proof. According to the [Continental Federation], the Club failed to prove the Player's alleged conduct because the credibility and authenticity of the two witness statements submitted by the Club were deeply diminished by the fact that both witnesses were employed by the Club. In any case, the [Continental Federation] noted that, had the Player's conduct been proved, he would not have violated the contract because preliminary discussions on a potential termination of the contract are within the courteous and lawful boundaries of a contractual relationship and cannot be considered a contractual breach of diligence, fairness, and loyalty.⁴³

60. In this instance:

- a) The Club contends that the Player's conduct was proven by two witness statements submitted in the previous instance. According to the Club, the statements are reliable because, *inter alia*, they were made by persons who participated in the facts and were not directly involved in the Club's decision to terminate the contract. It also notes the Player never denied the existence of that request. Based on this fact, the Club claims that the Player's request was unacceptable and demonstrates the Player's indifference to the team's goals and lack of respect towards his companions.⁴⁴
- b) The Player argues that the witness statements lack probative value because the witnesses

⁴¹ Club's submission dated [date], pp. 4-5, 9. Club's submission dated [date], pp. 4-5.

⁴² Player's submission dated [date], ¶¶ 35-39, 44. Player's submission dated [date], ¶¶ 23-25, 50-54.

⁴³ Decision, pp. 47-49.

⁴⁴ Club's RFR, pp. 4, 7-12.

are employed by the Club and the latter never expressed any critics against the Player at the time of the events. The Player stated that in the absence of new evidence or developments by the Club, he referred to his previous submissions. The Player finally contends that the Club never complained about his conduct and terminated the contract without allowing him to remedy the alleged contractual breach.⁴⁵

61. Contrary to what the Club asserts, the Player did contest the Club's allegation in the previous instance.⁴⁶ Therefore, the Club had the duty to prove its allegations. The Club submitted two witness statements, one from its Sports Director and another from its Team Manager. The FIVB Sports Regulations do not prevent the parties from submitting witness statements from their employees. However, the FIVB Tribunal has the discretion to determine the weight to be given to a witness's testimony.
62. The FIVB Tribunal Judge considers that the credibility of the witnesses submitted by the Club is diminished not only by the fact that the witnesses were employed by the Club but also because of the content of their statements.
63. The witness statements do not have a full and detailed description of the facts. They only contain one paragraph related to the alleged event, without any details as to, for example, how the conversation took place (e.g., if it was by landline phone, cell phone, WhatsApp, or another system or software), and the time and duration of the conversation. In the case of the Club's Team Manager, he did not even mention or explain how he was able to listen to the conversation, as he was not part of it. The witnesses also do not rely on any document in support of their statements (e.g., a screenshot of the cell phone, system or software used for the conversation showing the date, time, and duration of the conversation).
64. Although the FIVB Tribunal Judge cannot rule out that the conversation took place, he is not persuaded of its existence either. However, the FIVB Tribunal Judge considers that this is irrelevant because, as it was noted by the [Continental Federation] and argued by the Player in the previous instance, had that conversation existed, it would have fallen within the courteous and lawful boundaries of a contractual relationship.

⁴⁵ Player's Answer, ¶¶ 36, 50-59, 66, 68-75.

⁴⁶ Player's submission dated [date], ¶ 35. Player's submission dated [date], ¶ 23.

65. The witnesses presented by the Club only state that the Player's agent requested the Club to release the Player from his obligations to join [the New Club] and that such a request was rejected by the Club.⁴⁷ Contrary to what the Club argued in the previous instance,⁴⁸ the witnesses do not refer to any pressure from the Player or his agent. The Club has failed to explain why the agent's request would demonstrate the Player's alleged indifference to the team's goals and lack of respect towards his companions. The mere fact that the alleged request could have been made days before an important phase of the season does not prove what the Club claims.

66. The Club has also failed to explain why this alleged conduct would constitute a breach of contract. The parties are not only free to enter into contracts but also to amend or terminate them by mutual agreement. The concepts of offer and acceptance have traditionally been used to determine whether, and if so when, the parties have reached an agreement in that regard. In the FIVB Tribunal Judge's view, the Player's alleged conduct would only constitute a proposal or offer to terminate the contract, not a violation of it.

9.1.2. The Player's alleged refusal to follow the medical treatment proposed by the Club and set a visit with an external doctor without the Club's authorization

67. The Club unilaterally terminated the contract arguing, *inter alia*, as follows:

"On [date], you informed the technical staff that you felt some joint discomfort in the right knee. Ailments that the day before did not prevent her from travelling [the New Club's country] as proposed by the agent.

On [date], the undersigned underwent a check-up with the company doctor, following which treatment was proposed to resolve the problem as soon as possible. On the same date, however, you refused to undergo such treatment.

Following the refusal to do so, you decided to seek the assistance of an external doctor without any authorisation. It was only on [date], with serious delays and compromising the technical and physical condition, wanted to undergo the therapy proposed by the company doctor."⁴⁹

68. In the previous instance:

a) The Club claimed that on [date], the Player reported knee pain and the following day, after

⁴⁷ Club's submission [date], Exhibits 10 and 11.

⁴⁸ Club's submission [date], p. 4.

⁴⁹ Player's Answer, Exhibit 6.

examining the Player, the Club's doctor suggested an anti-inflammatory therapy and infiltrations that were refused by the Player. The Club stated that its doctor examined the Player again on [date] and proposed him the same therapy. According to the Club, the Player's conduct violated clause 4 of the Sports Contract.⁵⁰

- b) The Player contested the facts alleged by the Club and noted that, in any event, he was a [the Player's country's] national team player and reporting his pain to the [the Player's country's] national team's doctor could not be considered a breach of contract. He also stated that he complied with the Club's doctor treatment after consulting with the [the Player's country's] national team doctor, and he could not be criticized for that considering the upcoming national team competitions, the Player's entitlement to pursue the most appropriate recovery treatment, and the Player's anti-doping responsibility in the ingestion of medication. The Player further claimed that the Club never complained about his alleged misconduct and that the Club had failed to put the Player on notice for the latter to remedy the alleged breaches of contract.⁵¹
- c) The [Continental Federation] dismissed the Club's argument because it considered that the Player's initial refusal to follow the proposed treatment to consult the medical staff of his national team was justified. In making that determination, the [Continental Federation] considered the upcoming national team competitions, the Player's entitlement to pursue the most appropriate recovery treatment, and the Player's anti-doping responsibility in the ingestion of medication.⁵²

69. In this instance:

- a) The Club contends that on [date] the Player refused to follow the medical treatment proposed by the Club and unilaterally decided to visit another doctor. According to the Club, the Player's conduct violated clauses 9 and 10 of the Sports Contract. The Club acknowledges that the Player has the right to make a medical double check but, according to the contract, he was obliged to inform the Club duly and previously about his intention to set a visit with a

⁵⁰ Club's submission dated [date], pp. 5-6, 8. Club's submission dated [date], p. 5.

⁵¹ Player's submission dated [date], ¶¶ 40-42, 44. Player's submission dated [date], ¶¶ 37-38.

⁵² Decision, p. 51.

different doctor.⁵³

b) The Player stated that in the absence of new evidence or developments by the Club, he referred to his previous submissions. The Player contends that the Club never complained about his conduct and terminated the contract without allowing him to remedy the alleged contractual breach.⁵⁴

70. The FIVB Tribunal Judge is not persuaded by the Club's arguments and considers that the Player's conduct does not constitute a contractual violation for three reasons.

71. First, the Player was under no obligation to follow the medical treatment proposed by the Club. Clauses 4, 9 and 10 of the Sports Contract do not contain such an obligation. In clause 9, the Player accepted "*to take advantage of the doctors and facilities by the Club*". The Player made use of the Club's doctor, as he was examined by the Club's doctor and obtained his medical advice. The fact that the Player accepted to take advantage of the Club's doctor does not mean that he was obliged to follow his treatment.

72. Moreover, according to clause 10 of the Sports Contract, the Player could decide not to take advantage of the Club's doctors. The fact that, as acknowledged by the Club, the Player was entitled to look for other medical opinions, also confirms that there was no obligation to follow the Club's doctor treatments because, otherwise, other medical opinions would be meaningless. Under clause 10, the consequence of not taking advantage of the Club's doctor was that "*all medical care, surgeries, prescriptions and hospitalization in medical facilities will be at the Athlete's own expenses.*"⁵⁵

73. Second, had the Player been contractually obliged to follow the Club's medical treatment (*quod non*), the Player would not have breached that obligation because it is undisputed that on [date] the Player took the injection of hyaluronic acid, as advised by the Club's doctor.

74. The fact that the Player took from [date] to [date] (eight days) to implement the treatment does not constitute a contractual violation either. Just as the contract does not contain an obligation

⁵³ Club's RFR, pp. 6, 14-15.

⁵⁴ Player's Answer, ¶¶ 36, 66, 68-75.

⁵⁵ Club's submission dated [date], Exhibit 8.

to follow the treatments of the Club's doctor, it does not establish a deadline for it either. The days taken by the Player are reasonable considering that he sought the advice of the [Player's country's] national team's doctor and had the right to resolve his health issue appropriately.

75. Third, the Club's conduct does not correlate with its argument. The record contains no evidence of the Club ever complaining about the Player's decision to set a visit with an external doctor and follow the Club's treatment days later. Conversely, the evidence in the record shows that both the Club's doctor and the [Player's country's] national team's doctor were in touch and consulted each other to agree on the best treatment for the Player.⁵⁶ Finally, the Club invoked clauses 9 and 10 of the Sports Contract for the first time in this instance, since in the previous one it had referred only to clause 4.

9.1.3. The Player's alleged refusal to play a game

76. The Club unilaterally terminated the contract arguing, *inter alia*, as follows:

"On [date], during the match [the Club]- [an opponent club], you arbitrarily refused, at the request of the technical staff, to enter the field for a turn at the receiving end."⁵⁷

77. In the previous instance:

- a) The Club claimed that on [date]the Club's coach asked the Player, through the Club's Sports Director, to enter the field for only one receiving turn and the Player, despite being able to play, refused to do it. In support of its argument, the Club submitted a witness statement from its Sports Director. According to the Club, the Player's conduct constituted a lack of respect towards the Club and a breach of contract.⁵⁸
- b) The Player contested the facts alleged by the Club and stated that the witness statement submitted by the Club was insufficient for it to discharge its burden of proof because the Sports Director was employed by the Club. The Player also noted that, in any event, there would be no breach of contract because during the game of [date]he was still injured, as he

⁵⁶ Player's Answer, Exhibit 10.

⁵⁷ Player's Answer, Exhibit 6.

⁵⁸ Club's submission dated [date], pp. 6-7. Club's submission dated [date], p. 5.

had undergone a medical examination the day before and would receive treatment the following day. The Player further claimed that the Club never complained about his alleged misconduct and that the Club had failed to put the Player on notice for the latter to remedy the alleged breaches of contract.⁵⁹

- c) The [Continental Federation] dismissed the Club's argument because it considered that the Club had failed to discharge the burden of proof. According to the [Continental Federation], the Club failed to prove that the Player had refused to play a game because the credibility and authenticity of the witness statement submitted by the Club were deeply diminished by the fact that the witness was employed by the Club.⁶⁰

78. In this instance:

- a) The Club argues that the Player's refusal to enter the field was proven by the Sports Director's witness statement and was never contested by the Player. According to the Club, the Player's ability to play is proven by the following facts: (i) the doctor did not suspend the Player's sports activity; (ii) the doctor gave his authorization to the technical staff to summon the Player for the game; (iii) the Player accepted the convocation without any kind of opposition; (iv) the Player was included in the official list of players eligible to play that game; and (v) the Player, during the training sessions of [date] and [date] regularly participated in the reception and defence exercises. In the Club's view, the Player's conduct shows his lack of interest and cooperation and constituted a lack of respect towards the Club.⁶¹
- b) The Player argues that (i) the witness statement lacks probative value because the witness was employed by the Club and the latter never expressed any criticisms against the Player at the time of the events; (ii) the Player was injured, had undergone a medical examination the day before and was going to receive treatment the day after; and (iii) the Club terminated the contract without allowing him to remedy the alleged breach of contract.⁶²

79. Contrary to what the Club asserts, the Player did contest the Club's allegation in the previous

⁵⁹ Player's submission dated [date], ¶¶ 41-44. Player's submission dated [date], ¶¶ 27-35.

⁶⁰ Decision, pp. 51-52.

⁶¹ Club's RFR, pp. 4-5, 7-13.

⁶² Player's Answer, ¶¶ 50-59, 60-65, 68-75.

instance.⁶³ Therefore, the Club had the duty to prove its allegations. The only evidence submitted by the Club in the previous instance was the Sports Director's witness statement. However, the credibility of the witness is diminished not only by the fact that the witness was employed by the Club but also because of the content of the statement and other elements of the record.

80. According to the Club, during the game on [date], the Club's coach asked the Player, through the Sports Director, to enter the field. However, the Club's Sports Director has not made any statement in that regard. The Sports Director only stated that in that game the Player "*refused to enter the game field during a reception rotation showing an uncooperative attitude*",⁶⁴ without providing any detail as to the alleged instruction received by the coach and the Player's alleged refusal or uncooperative attitude.

81. The record also shows that:

a) The Club has not submitted a witness statement from the Club's coach, in spite of the fact that he allegedly asked the Player, through the Sports Director, to enter the field.

b) Despite being able to submit a video of reception and defence exercises before the game and during the time out, the Club has not submitted the entire video, where perhaps the FIVB Tribunal Judge could have appreciated the moment in which the Club's coach supposedly asked the Player, through the Sports Director, to enter the field and the Player's alleged refusal.

c) There is no evidence of the Club ever complaining about the alleged Player's conduct before terminating the contract.

82. Based on the above, the FIVB Tribunal Judge agrees with the [Continental Federation] that the Club has failed to discharge the burden of proof and that the Player's conduct does not constitute a contractual violation.

83. Besides, according to the Club, the Player would have refused to play alleging pain. If that were the case, the Player's conduct does not seem to have been unjustified. Unlike the Club, the FIVB

⁶³ Player's submission dated [date], ¶ 41. Player's submission dated [date], ¶ 28.

⁶⁴ Club's submission dated [date], Exhibit 10.

Tribunal Judge considers that the evidence in the record shows that the Player was in pain.

84. On [date] (the day before the game), the Player underwent an MRI because he had reported anterior knee pain both to the Club and to the [Player's country's] national team. Both the Club's and the [Player's country's] national team's doctors agreed to treat the Player with an injection of hyaluronic acid. In response to the French doctor's request that the Player rest after the injection, the Club's doctor replied that (i) he would never push the Player to the field if he considered him at risk, (ii) the Player is a great professional and he trusted the Player in his complaints, and (iii) the Player could regulate his activity based on his symptoms.⁶⁵
85. On [date], the Player attended the game. In the FIVB Tribunal Judge's view, the fact that the Club's doctor did not suspend the Player's sports activity and authorized the technical staff to summon the Player for the game, and that the latter did not oppose to be part of the official list of players, does not necessarily mean that he was not in pain. The day before both the Club's and the [Player's country's] national team's doctors agreed that the Player needed treatment to cure the pain and the Club's doctor made it clear that he trusted the Player in his complaints and that the Player could regulate his activity based on his symptoms.
86. The FIVB Tribunal Judge is not persuaded by the Club's argument that the Player was not in pain because he trained on [date] and [date]. The two videos submitted by the Club to prove its allegation are not compelling because they do not show the entire training. They only last around five and six minutes each and show reception and defence exercises as warm up, instead of physically intensive exercises.
87. The existence of pain is also confirmed by the facts following the game. On [date] (the day after the game), the Club's doctor gave the injection to the Player,⁶⁶ and on [date] (six days after the game), the Player reported a reduction in pain, and the Club's doctor advised the Player to resume sporting activity according to tolerance, shock wave cycle, and a possible new infiltration in 15 days.⁶⁷ Therefore, had the Player refused to play, his conduct would have been justified.

⁶⁵ Player's Answer, Exhibits 5 and 10.

⁶⁶ Player's Answer, Exhibit 5.

⁶⁷ Player's Answer, Exhibit 5.

9.1.4. The Player's alleged refusal to collect the medical certificate

88. The Club unilaterally terminated the contract arguing, *inter alia*, as follows:

*"On [date], following a medical examination, you refused to collect the medical certificate."*⁶⁸

89. In the previous instance:

- a) The Club claimed that on [date], the Player refused to collect the medical certificate issued by the doctor saying to the Sports Director that the Club should speak with his agent and not with him. According to the Club, the Player's behaviour constituted a violation of his obligations, including the principle of cooperation and respect toward his employer.⁶⁹
- b) The Player contested the facts alleged by the Club and stated that the witness statement submitted by the Club was insufficient for it to discharge its burden of proof because the Sports Director was employed by the Club. The Player further claimed that the Club never complained about his alleged misconduct and that the Club had failed to put the Player on notice for the latter to remedy the alleged breaches of contract.⁷⁰
- c) The [Continental Federation] dismissed the Club's argument because it considered that the Club had failed to discharge the burden of proof. According to the [Continental Federation], the Club failed to prove that the Player had refused to collect the medical certificate because the credibility and authenticity of the witness statement submitted by the Club were deeply diminished by the fact that the Sports Director was employed by the Club.⁷¹

90. In this instance:

- a) The Club states that the Player's refusal to collect the medical certificate was uncontested by the Player and further proved by the witness statements from the Club's Sports Director and Fitness Coach. According to the Club, the Player's conduct was in breach of his contractual

⁶⁸ Player's Answer, Exhibit 6.

⁶⁹ Club's submission dated [date], p. 7. Club's submission dated [date], p. 5.

⁷⁰ Player's submission dated [date], ¶¶ 41-44. Player's submission dated [date], ¶¶ 41-55.

⁷¹ Decision, pp. 51-52.

obligations.⁷²

b) The Player argues that the witness statements lack probative value because the witnesses are employed by the Club and the latter never expressed any criticisms against the Player at the time of the events. The Player also contends that the Club terminated the contract without allowing him to remedy the alleged contractual breach.⁷³

91. Contrary to what the Club asserts, the Player did contest the Club's allegation in the previous instance.⁷⁴ Therefore, the Club had the duty to prove its allegations. However, the FIVB Tribunal Judge considers that there is no need to determine whether this fact has been proven in the record because, even if it was proven, it would not constitute a breach of contract.

92. The Club claims that the Player's conduct constitutes a violation of his obligations, as they include the principle of cooperation and respect toward his employer. However, the Club has failed to indicate what obligation would have been violated and explain and prove why the Player would have breached that obligation. The Club has also failed to explain why it could not request the certificate directly from its doctor.

9.1.5. The Player's hiking activity

93. The termination letter contains no reference to the Player's hiking activity.⁷⁵

94. In the previous instance:

a) The Club claimed it was right in terminating the contract because on [date] (one day after the medical visit and one day before an important game) the Player published on Instagram a picture portraying him at the mountain practising the discipline of hiking in a dangerous zone. The Club stated that the picture was discovered after the termination letter and was filed *"not as an element of the termination letter but as further proof of the previous player's*

⁷² Club's RFR, pp. 5-6, 13-14.

⁷³ Player's Answer, ¶¶ 50-59, 68-75.

⁷⁴ Player's submission dated [date], ¶ 41. Player's submission dated [date], ¶¶ 41,48-55.

⁷⁵ Player's Answer, Exhibit 6.

behaviour”, as it confirms the Player’s negligent attitude.⁷⁶

- b) The Player contested the Club’s argument could not be considered because, despite being the picture public, it was not included in the termination letter. The Player also stated that the picture was taken in [month and year] and posted later on social media.⁷⁷
- c) The [Continental Federation] decided to “*examine the argument of the Club regarding the breach of the obligation of the Player due to his physical activity of hiking*” because the picture, although taken on [date], was posted on social media on [date] and the Club may have not been aware of the picture when it terminated the contract on [date]. The [Continental Federation] concluded that although the picture confirmed the Player’s inappropriate attitude and negligence, it did not constitute just cause for terminating the contract because it was not a severe breach, as the Player was not injured due to his activity and the Club could have initiated a more proportional measure (e.g., requesting the Player not to hike anymore in dangerous places) instead of directly terminating the contract. However, the [Continental Federation] determined that the Club was entitled to a reduction of the overdue payables by 5% because of that breach.⁷⁸

95. In this instance:

- a) The Club claims that the Player’s hiking activity constituted a breach of contract and was indicated in the termination letter. According to the Club, the [Continental Federation’s] conclusion as to the contractual breach and its decision to reduce the compensation amount because of it demonstrate that the Player is used to violate obligations and duties.⁷⁹
- b) The Player disagrees with the [Continental Federation’s] finding because it was based upon one picture only and the Club’s request for relief did not include any request to mitigate his compensation. The Player also stated that in the absence of new evidence or developments by the Club, he referred to his previous submissions. The Player finally contends that the Club never complained about his conduct and terminated the contract without allowing him to

⁷⁶ Club’s submission dated [date], p. 8. Club’s submission dated [date], p. 6.

⁷⁷ Player’s submission dated [date], ¶¶ 18-19, 61-66.

⁷⁸ Decision, pp. 45-47, 53-54.

⁷⁹ Club’s RFR, pp. 3-4.

remedy the alleged contractual breach.⁸⁰

96. Contrary to what the Club states, the Player's hiking activity was not included in the termination letter. The termination letter contains no reference to the Player's hiking activity and the Club acknowledged in the previous instance that the picture was discovered after the termination letter and was filed *"not as an element of the termination letter but as further proof of the previous player's behaviour"*.⁸¹
97. However, the Club has not requested the FIVB Tribunal to review the [Continental Federation's] decision regarding the Player's hiking activity. The Club only states that the [Continental Federation's] decision demonstrates that the Player is used to violate obligations and duties; a statement with which the FIVB Tribunal Judge disagrees since the Player's hiking activity has nothing to do with the previously alleged conduct and the Club has not explained or demonstrated what the relationship between them would be.
98. The Player, despite stating his disagreement, has also not requested the FIVB Tribunal to review the [Continental Federation's] decision regarding his hiking activity. Being the [Continental Federation's] decision undisputed, there is nothing to be decided.

9.1.6. Conclusion

99. Most of the Player's alleged violations have not been proven. Therefore, the Club had no right to suspend the payment of his salary and terminate the contract. Besides, if the reason underlying the Club's decision was the Player's alleged behaviour, the Club should have exteriorized that reason. The Club should have drawn the Player's attention to the fact that its conduct was allegedly in violation of the contract and that the failure to remedy the breach would result in the termination of the contractual relationship. Had the Club been interested in continuing with the contract, it should have sent a warning to the Player. The Club cannot remain silent, without making a single complaint, and then terminate the contract without warning.
100. The only contractual violation determined by the [Continental Federation] was that related to the Player's hiking activity. According to the [Continental Federation], that violation did not justify the

⁸⁰ Player's Answer, ¶¶ 40, 66-75.

⁸¹ Club's submission dated [date], p. 6.

termination of the contract, but only authorized a 5% discount on the ninth instalment. The parties have not requested the FIVB Tribunal Judge to review this decision, so there is no reason to deviate from it.

101. Considering that the Club had no just cause for suspending the payment of the ninth instalment and terminating the contract, and that the Club has also failed to prove the alleged damage suffered because of the Player's alleged behaviour, the FIVB Tribunal Judge also agrees with the [Continental Federation's] decision to dismiss the Club's counterclaim.

9.2. Quantum

102. The [Continental Federation] ordered the Club, *inter alia*, to pay to the Player EUR 15,390 net plus interest as overdue payable and EUR 16,200 net plus interest as termination indemnity.
103. In its request for relief, the Club requested, for the case the FIVB Tribunal Judge concluded that there was no just cause for terminating the contract, to declare the Player responsible for the conduct indicated in its RFR and, consequently, reduce the amount recognized by [the Continental Federation] as overdue payables or compensation.
104. The Club has failed to explain why the Player should be held responsible and why the amounts granted by the [Continental Federation] should be reduced. Considering (i) the lack of explanations, (ii) that the Club has been compensated by the [Continental Federation] with a 5% reduction over the ninth instalment due to the Player's hiking activity and had no right to suspend the payment of the remainder, and (iii) that the Club had no just cause for terminating the contract and that, had the contract not been terminated, it should have paid the tenth instalment to the Player, the FIVB Tribunal Judge finds no reason to grant such a request and upholds the [Continental Federation's] decision. Therefore, the Club's request is dismissed.

10. Costs

105. In its Decision, the [Continental Federation] ordered the Club to pay EUR 2,356.50 (CHF 2,500) to the Player as a contribution to his legal expenses and the handling fee.⁸² The Club requested the

⁸² Decision, p. 55.

FIVB Tribunal to order the Player to reimburse such an amount.⁸³ The Club has not provided any explanation as to why the Player would not be entitled to a contribution to his legal costs and the handling fee, and the Club would be entitled to a reimbursement. The FIVB Tribunal Judge finds the [Continental Federation's] decision on costs to be fair and reasonable because of the outcome of the previous instance proceedings, which has not been modified in this instance. Therefore, the Decision is upheld in this regard.

106. Each party requested the FIVB Tribunal that the other pay the costs and expenses of this proceeding.⁸⁴
107. The Club paid the handling fee corresponding to its RFR (CHF 2,000) on [date]. On [date], the Player quantified his legal expenses at EUR 4,770.83 plus VAT, representing 19:05 hours of counsel work, to be paid at the conclusion of this proceeding. On [date], the Club quantified its legal expenses at EUR 4,000 plus taxes.
108. Article 20.11.2 of the FIVB Sports Regulations allows the prevailing party to be granted a contribution towards legal fees and expenses, including the applicable handling fee. When deciding on this contribution, the FIVB Tribunal Judge shall consider the outcome of the proceedings, as well as the conduct and financial resources of the parties. In the case at hand, the parties have not made any submissions concerning their financial resources and have behaved appropriately during the proceedings. Thus, the FIVB Tribunal Judge will decide upon the distribution of the costs according to the outcome of the proceedings.
109. Considering that (i) the Club's request for relief and request for a stay were dismissed, (ii) the Player's counsel provided a timesheet but there is no evidence in the record of the counsel actually charging that amount to the Player, (iii) the Player's counsel failed to provide information on the applicability of VAT, and (iv) the complexity of this proceeding was similar to the one of the first instance and required two submissions (i.e., the Club's RFR and request for a stay, and the Player's response) as the first instance proceeding, the FIVB Tribunal Judge determines, in accordance with article 20.11.2 of the FIVB Sports Regulations, the reasonable contribution to be CHF 2,500. Thus, the Club shall pay the Player's legal costs in the amount of CHF 2,500 and bear its own legal costs as well as the handling fee.

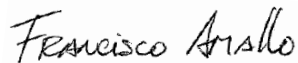
⁸³ Club's RFR, p. 20.

⁸⁴ Club's RFR, p. 20. Player's Answer, ¶¶ 84-89.

For the reasons set forth above, the FIVB Tribunal Judge decides as follows:

1. The Request for Review filed by [the Club] is dismissed.
2. The decision rendered by the [Continental Federation] dated [date] is upheld.
3. [The Club] shall pay [the Player] CHF 2,500 as a contribution towards legal fees and expenses. [The Club] shall bear its own legal costs and handling fee.
4. Any other requests for relief are dismissed.

[date of the decision] Lausanne, Switzerland

A handwritten signature in black ink that reads "Francisco Amallo". The signature is written in a cursive, slightly slanted style.

Francisco A. Amallo

NOTICE OF APPEALS

An appeal may be filed against this decision exclusively before the Court of Arbitration for Sport (CAS), in accordance with

- a) Article 20.12 of the FIVB Sports Regulations:

“Decisions of the FIVB Tribunal can only be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland and any such appeal must be lodged with CAS within twenty-one (21) days from the receipt of the decision. The CAS shall decide the appeal ex aequo et bono and in accordance with the Code of Sports-related Arbitration, in particular the Special Provisions Applicable to the Appeal Arbitration Procedure.”

- b) The CAS Code of Sport-related Arbitration, which is available under www.tas-cas.org.

The address and contact details of the CAS are the following:

Court of Arbitration for Sport
Avenue Bergières 10
1004 Lausanne, Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
Email: info@tas-cas.org