



The

FIVB TRIBUNAL

hereby issues the following

TERMINATION ORDER

on the Request for Review of [case number]¹ filed by

[The Club] (“Claimant”)

represented by

[the Club’s Vice-President] and [the Club’s General Manager]

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 [brackets].

1. **WHEREAS**, on [date], the decision [case number] dated [date] (the “**FIVB Decision**”) was notified by the FIVB to the Claimant and the Respondent (the “**Parties**”);
2. **WHEREAS**, on [date], the Claimant filed a Request for Review in relation to the FIVB Decision;
3. **WHEREAS**, on [date], the FIVB Tribunal Secretariat invited the Claimant to complete the deficiencies of its Request for Review;
4. **WHEREAS**, on [date], the Claimant filed its completed Request for Review, including a request to stay the execution of the FIVB Decision as well as a request to hold a hearing in the present procedure;
5. **WHEREAS**, on [date], the Respondent filed his comments on the Claimant’s request to stay the execution of the FIVB Decision;
6. **WHEREAS**, 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 appointed Mr Micael Totaro (the “**FIVB Tribunal Judge**”), to hear the present case;
7. **WHEREAS**, on [date], the Respondent filed his Answer on the Claimant’s Request for Review;
8. **WHEREAS**, on [date], the FIVB Tribunal Secretariat informed the Parties that the FIVB Tribunal Judge decided to grant the Claimant’s request to stay the execution of the FIVB Decision;
9. **WHEREAS**, on [date], the FIVB Tribunal Secretariat informed the Parties that, upon review of their respective submissions and in light of Articles 19.1.1, 20.1.1, 20.8.1 and 20.8.2 of the FIVB Sports Regulations, the FIVB Tribunal Judge decided not to hold a hearing in the present procedure. The Claimant was invited to submit any substantive comments by [date] and the Respondent was informed that he would be provided with the opportunity to comment thereon;
10. **WHEREAS**, on [date], the Respondent informed the FIVB Tribunal Secretariat that he received a payment from the Claimant in the amount of EUR 42,000.00;
11. **WHEREAS**, on [date], the FIVB Tribunal Secretariat invited the Claimant to clarify the scope of the payment of EUR 42,000.00 made to the Respondent, by [date];
12. **WHEREAS**, on [date], the FIVB Tribunal Secretariat informed the Parties that the Claimant did not send any substantive comment nor any clarification on the scope of the payment made

during these proceedings to the Respondent within the set deadline. The FIVB Tribunal Secretariat further invited both Parties to provide their respective comments on the scope of the payment in the amount of EUR 42,000.00 made by the Claimant to the Respondent and its consequence on the present procedure by no later than [date];

13. **WHEREAS**, on [date], the Respondent informed the FIVB Tribunal Secretariat *inter alia* as follows:

“[...] At the end of [date], [the Respondent] exchanged with an alleged [Claimant’s] representative with respect to a possible settlement. In line with their discussion, [the Respondent] sent the enclosed email to [the Claimant] which refers to an aggregate amount of € 43.748,79 as possible settlement fee. The [Claimant] failed to answer [...].

Around [date], said alleged [Claimant’s] representative contacted again [the Respondent] to proceed to a payment of € 42.000. [The Respondent] accepted and provided the bank account details.

No settlement agreement has been signed.

[The Respondent] considers he received all the overdue payables claimed under the FIVB decision [case number] as well as FIVB contribution to legal fees and FIVB handling fee. The remaining part of the € 42.000 cannot be clearly identified.

As for the consequences on the present proceedings, considering that the Club submitted the request of review and in the absence of any signed settlement agreement, our client is not able to comment on behalf of the Club, i.e. whether or not the Club withdraws its request for review.”;

14. **WHEREAS**, on [date], the Claimant informed the FIVB Tribunal Secretariat *inter alia* as follows:

“[...] we have made a payment of 42,000 euros to the [Respondent] in this case. This payment has been made in accordance with [the Parties’] mutual understanding and is intended to cover all outstanding dues owed by [the Claimant]. In light of the above information, we kindly request that [the FIVB Tribunal] carefully consider the merits of the case and acknowledge that [the Claimant] has fulfilled its obligations to [the Respondent]. We respectfully ask for a final decision to be made based on these circumstances. [...]”;

15. **WHEREAS**, on [date], the FIVB Tribunal Secretariat informed the Parties that, upon review of their respective communications of [date] and [date], the FIVB Tribunal Judge understood that the parties consider the matter as settled and that he would therefore proceed to issue a

termination order in due course.

16. **WHEREAS**, no objection nor any further communication was submitted by the Parties.
17. **WHEREAS**, in view of the above, the financial dispute between the Parties shall be considered settled, the compliance with the FIVB Decision [case number] has been achieved, the dispute between the Parties shall be deemed moot, the Request for Review filed by the Claimant shall be deemed withdrawn and the procedure *RfR 2023-03 – [case number] – [The Club] vs [The Player]* shall consequently be terminated and deleted from roll of the FIVB Tribunal.
18. **WHEREAS**, this Termination Order is rendered without cost, except for the handling fee of this proceeding (CHF 2,000) paid by the Claimant, which is retained by the FIVB Tribunal.

* * *

ON THESE GROUNDS

The FIVB Tribunal Judge decides as follows:

1. The financial dispute between [The Club] ([the Club's Country]) vs [The Player] ([the Player's Country]) is settled, the compliance with the FIVB Decision [case number] has been achieved and the dispute between the Parties is moot.
2. The procedure RfR 2023-03 – [case number] – [The Club] ([the Club's Country]) vs [The Player] ([the Player's Country]) is terminated and deleted from roll of the FIVB Tribunal.
3. This Termination Order is rendered without cost, except for the handling fee of this proceeding (CHF 2,000) paid by the Claimant, which is retained by the FIVB Tribunal.

[Date of the decision]

Lausanne, Switzerland

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that form a stylized, cursive name.

Micael Totaro

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
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1004 Lausanne, Switzerland
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