



The

FIVB TRIBUNAL

hereby issues the following

DECISION

2022-08

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

[The Club]
("Claimant")

represented by [the Club's lawyers]

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].

The Parties

1. [The Club] is a [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**").

1. The FIVB Tribunal

3. Article 19.1.5 of the FIVB Sports Regulations ("**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**").

2. Facts

5. On [date], the parties signed an agreement ("**Agreement**") formalizing the Player's engagement as a professional volleyball player for the Club for five months (from [date] to [date]) in exchange for, *inter alia*, a USD 5,000 fee per month and a [the Club's country's currency, hereafter "Currency 1"] 30,000 allowance per month.²
6. On [date], the Club paid the first allowance to the Player.³
7. On [date], the Club paid the second allowance to the Player.⁴

² Club RFR, Exhibit B.

³ Club RFR, ¶ 4. Player's submission dated [date], pp. 3-4.

⁴ Club RFR, ¶ 5. Player's submission dated [date], pp. 3-4.

8. On [date], the Club paid the first monthly fee to the Player.⁵
9. On [date], the President of the [the Club's country] issued Proclamation No.[number], by which he declared a State of Calamity throughout the [the Club's country] for six months and imposed an enhanced community quarantine until [date] due to the Covid-19 pandemic, clarifying that both measures could be extended as circumstances may warrant.⁶
10. On the same day, the President of [the Player's country] stated: *"Starting tomorrow at noon, the borders at the entrance to the [Continent] and the [Area's name] will be closed. More specifically, all travel between non-[Continental] countries and the [Continent] will be suspended for 30 days. [The player's country] citizens who are currently abroad and wish to return home will, of course, be able to do so. ... I want to tell all our compatriots living abroad that there, in an orderly manner, they must contact our embassies and consulates and that we will organize the repatriation for those who want it and where necessary."*⁷
11. On [date], the President of the [the Club's country] announced that the international airports in [name of city] had *"a 72-hour window to accommodate all foreigners seeking to exit the country."*⁸
12. On [date], the Club's manager accompanied the Player to the airport, and the parties signed a supplementary contract ("**Supplementary Contract**") on the terms of the Player's departure. The parties agreed, *inter alia*, that the Player needed to be back by [date] and that if she failed to come back in time for the [the Club's country] [League] ("**CCL**"), the Contract would be forfeited.⁹
13. On [date], the [CCL] announced that the [Tournament] would be reset to a later date.¹⁰
14. On [date], the Club paid the second monthly fee to the Player.¹¹
15. On [date], the Player filed a complaint against the Club before the Fédération Internationale de

⁵ Club RFR, ¶ 5. Player's submission dated [date], pp. 3-4.

⁶ Club RFR, Exhibit D. Player's submission dated [date], p. 3.

⁷ Player's submission dated [date], Exhibit 3.

⁸ Player's submission dated [date], Exhibit 2.

⁹ Club RFR, Exhibit G.

¹⁰ Club RFR, Exhibit H.

¹¹ Club RFR, ¶ 12. Player's submission dated [date], pp. 3-4.

Volleyball (“**FIVB**”) for unpaid salaries, bonus, allowances and flight tickets.¹²

16. On [date], the FIVB issued a decision (“**Decision**”) ruling, *inter alia*, that the Club had to pay the Player USD 15,000 as unpaid salaries, [Currency 1] 90,000 as unpaid allowances, USD 621.70 and [another currency] 906.80 as reimbursement of flight tickets, USD 100 as an unpaid bonus, and CHF 2,500 as legal expenses.

3. The Proceedings before the FIVB Tribunal

17. On [date], the Club filed a request for review (“**RFR**”) of the Decision, including a request for a stay, before the FIVB Tribunal.
18. On the same day, the FIVB Tribunal Secretariat acknowledged receipt and invited the Player to provide her position on the Club’s request for a stay by [date] and to file her 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.
19. On [date], the Player submitted her position on the Club’s request for a stay.
20. 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, had appointed the FIVB Tribunal Judge to hear the present case. On the same day, the FIVB Tribunal Judge ordered the stay of the Decision.
21. On [date], the Player submitted her answer to the RFR (“**Answer**”).
22. 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].
23. On [date], the Club made its submission on costs.

¹² Player’s submission dated [date], p. 4.

24. The Player did not make a submission on costs.

4. The Parties' Submissions

25. 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

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

"1. The Club seeks a reversal of the Decision issued by the FIVB and a declaration that the rescission or termination of the Agreement and Amendatory Agreement between the Club and [the Player] is valid, and that the Club is not liable to pay [the Player] salaries, allowances, or any other amount beginning from the period when [the Player] departed from the [the Club's country] and failed to render services for the Club.

2. In the alternative, the Club seeks a reduction of the award rendered in the Decision, with a deletion of the award of [Currency 1] 90,000 representing allowances, [another currency] 906.80 representing the return ticket purchased by [the Player], and CHF 2,500 representing legal costs. ..."¹³

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

28. The FIVB erred when it ruled that the Agreement was not terminated because (i) despite that the Player had warranted that she would make herself available to play for the Club and attend all activities and practices scheduled by it, she hastily departed to [the Player's country] and failed to return to the [the Club's country] by [date], thus failing to provide her services to the Club; (ii) the Player was not legally obliged to leave the [the Club's country] or return to [the Player's country], and by doing so she placed herself in a position that prevented her from complying with her obligations, knowing the consequences of her action; and (iii) while the Club acted in good faith and the spirit of the Agreement, the Player's conduct violated the principle of good faith and

¹³ Club's RFR, p. 16.

the Club's legitimate expectations.¹⁴

29. The FIVB erroneously awarded the Player her claim for unpaid salaries and allowances because (i) the Club's obligation to pay the Player was reciprocal in nature and dependent on the Player's performance of services; (ii) the Club did not accede to the Player's absence; (iii) the Player's departure was not *force majeure*, as she voluntarily placed herself in a position unable to honour her obligations, vitally changing the circumstances; (iv) in any event, a finding of *force majeure* due to the Covid-19 pandemic would extinguish not just the Player's obligations, but also the Club's obligations; and (v) the Player was not entitled to the allowances, as they were intended to cover expenses incurred while the Player was performing the services in the [the Club's country] and she was not present in the country.¹⁵
30. The FIVB erroneously awarded the Player reimbursement for flight ticket costs because the Club was contractually obliged to provide a return ticket upon the completion of the [CCL] season, and not for a unilateral premature departure.¹⁶

5.2. The Player's Request for Relief and Position

31. In her Answer, the Player submitted the following request for relief:

*"... we respectfully ask you to reject the Club's Request for Review as unfounded and to state that the FIVB's Decision is solid and legal."*¹⁷

32. In support of her request for relief, the Player argued that:
33. The FIVB correctly stated that the Player's failure to return did not lead to the termination of the Agreement because (i) international travelling in [date] was subject to serious restrictions and, even assuming that the Player had had the legal possibility to travel back to the [the Club's country], she was exempt to return due to *force majeure* as the [CCL] had not resumed; and (ii) according to the Supplementary Contract, the Agreement would only have been deemed forfeited if the Player had not been back in time for the [CCL], and the [CCL] was postponed for

¹⁴ Club's RFR, ¶¶ 1-19.

¹⁵ Club's RFR, ¶¶ 20-32.

¹⁶ Club's RFR, ¶¶ 33-36.

¹⁷ Player's Answer, ¶ 90.

an unknown period and it did not resume before the end of the term of the Agreement, i.e. [date].¹⁸

34. The FIVB correctly applied the *force majeure* principle because (i) the Player was unable to return to the [the Club's country] due to the Covid-19 pandemic and, in any case, she would have not been legally able to provide her services; (ii) the Club failed to prove that all the requirements of its *force majeure* defence were met; and (iii) as an employer, the Club should have ensured, in a *force majeure* context, a minimum of social protection and paid the Player's salary.¹⁹

5. Jurisdiction

35. 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.
36. 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 Federation."

37. 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".

38. Article 19.2.3 of the FIVB Sports Regulations grants the FIVB Tribunal the power to rule on its jurisdiction.
39. 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

¹⁸ Player's Answer, pp. 1-2.

¹⁹ Player's Answer, pp. 2-4.

between a [the Player's country] player and a [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 FIVB.

40. 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.

6. Admissibility

41. 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."

42. 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.

7. Applicable law

43. 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)."

44. The parties did not make any submissions as to the applicable law but relied on principles of *ex aequo et bono*.²⁰ 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).

8. Findings

45. The Club requested the FIVB Tribunal to review the FIVB's Decision on fees and allowances as well

²⁰ Club's RFR, ¶¶ 2, 9, 16, 18, 21, 24, 29, 30. Player's Answer, pp. 2-3.

as flight tickets. The FIVB tribunal will review these aspects in turn.

9.1. Fees and allowances

46. The Supplementary Contract states in its relevant part as follows:

“- [The Player]’s request to go home in [the player’s country] today is voluntary

[...]

- [The Player] needs to be back by [date] ([the Club’s country])

- If [the Player] fails to come back in time for [CCL], contract will be forfeited

- If contract is forfeited, [the Club] to get refund on the commission given to agent [Agent’s name]” [sic].²¹

47. In the previous instance, the FIVB made two determinations. Firstly, it concluded that the Agreement was never terminated. Secondly, it concluded that the Club had to pay the Player the three outstanding monthly salaries and allowances. The Club requests the review of both determinations which are analysed below.

9.1.1. Was the Agreement terminated?

48. The FIVB found that the Player’s failure to return to the Club by [date] or any time thereafter did not lead to the termination of the Agreement because the Supplementary Contract states that the Agreement was only deemed forfeited if the Player was not *“back in time for [CCL]”* and the [CCL] did not resume before the expiry of the Agreement on [date].²²

49. The Club contends that the Agreement terminated because the Player hastily departed to [the Player’s country] and failed to return to the [the Club’s country] by [date], thus failing to provide her services to the Club. According to the Club, the Player was not legally obliged to leave the [the Club’s country] or return to [the Player’s country], and by doing so she placed herself in a position that prevented her from complying with her obligations, knowing the consequences of her actions.²³

50. The FIVB Tribunal Judge agrees that the Player was not obliged to leave the [the Club’s country]

²¹ Club’s RFR, Exhibit G.

²² Decision, p. 9.

²³ Club’s RFR, ¶¶ 1-19.

or return to [the Player's country], as there is no evidence in the record of such an obligation and the Player acknowledged in the Supplementary Contract that her request to return to [the Player's country] was voluntary.

51. However, the FIVB Tribunal Judge is not persuaded by the Club's argument that the Player's departure was not consensual. There is no evidence in the record of the Club ever rejecting the Player's request to travel to [the Player's country] or warning her about the alleged breach of contract. On the contrary, the evidence in the record shows that the Club voluntarily entered into a Supplementary Contract in which the parties acknowledged the Player's departure and regulated her return.
52. The Club stated that the uncertainty of the Player's return was *"the foremost concern such that both parties expressly agreed in writing that [the Player] will forfeit the contract upon her failure to do so."*²⁴ However, the parties did not tie the termination of the Agreement to [date], but rather to the Player's failure *"to come back in time for [CCL]"*. Therefore, the FIVB Tribunal Judge upholds the Decision on this point. The Agreement was not terminated because the Player did not fail *"to come back in time for [CCL]"* due to the postponement of the [CCL].
53. Had the Club considered that [date] was a key date and that the Player's failure to return on that date justified the termination of the Agreement, the Club should have tied the termination of the Agreement to that date, rather than to the resumption of the games by the [CCL], or, eventually, should have warned the Player to cure her breach of contract under penalty of terminating the Agreement. However, none of this happened.

9.1.2. Was the Player entitled to the outstanding fees and allowances?

54. The FIVB concluded that the Player was entitled to the three outstanding monthly fees and allowances. In doing so, it distinguished two periods:
 - a) Player's absence from [date] to [date]: According to FIVB, the parties agreed that the Player may leave the country on [date] and return on [date] without stipulating any consequences for the Player's salary and allowances during such time. Therefore, the Club had to pay the

²⁴ Club's RFR, ¶ 17.

Player's salary and allowances proportionally, as it acceded to the Player's absence from the [the Club's country] during that period without any reduction of her salaries and allowances.²⁵

b) Player's absence from [date] to [date]: The FIVB upheld the Player's *force majeure* defence and, therefore, considered justified the Player's non-performance of her obligations under the Agreement. In the FIVB's view, the Covid-19 pandemic resulted in the postponement of the [CCL] and it would have been impossible for the Player to play for the Club even if she had returned as agreed in the Supplementary Contract. As the Club, unlike the Player, failed to justify the non-performance of its payment obligations, the FIVB concluded that it was liable to the full payment of the outstanding salaries and allowances.²⁶

55. The Club contends that the Player is not entitled to the outstanding salaries and allowances because the Player failed to perform her services, the Club did not accede to the Player's absence, and there was no *force majeure* event justifying her non-performance, as she voluntarily placed herself in a position unable to honour her obligations. The Club also contends that the Player was not entitled to the allowances because they were intended to cover expenses incurred while the Player was performing the services in the [the Club's country].²⁷
56. The FIVB Tribunal Judge agrees with the FIVB's Decision regarding the period that goes from [date] to [date]. None of the Club's arguments affect the FIVB's reasoning on this point. As already determined, the Club voluntarily entered into a Supplementary Contract. By authorizing the Player's departure on [date] and requiring her to return by [date], without any reduction of her salaries and allowances, the Club created in the Player the expectation that the Agreement would continue to be fulfilled in the agreed terms during that period despite her absence in the [the Club's country] and being in [the Player's country]. Therefore, the FIVB Tribunal Judge concludes that the Player was entitled to the outstanding salaries and allowances until [date].
57. The FIVB Tribunal Judge does not share the FIVB's Decision regarding the period that goes from [date] to [date]. In the Supplementary Contract, the Player agreed to return by [date] and it is undisputed that she did not return. The Player's *force majeure* defence to justify the breach of that obligation is not compelling. The Player alleged that international travelling was subject to

²⁵ Decision, p. 9.

²⁶ Decision, pp. 9-10.

²⁷ Club's RFR, ¶¶ 20-32.

serious restrictions,²⁸ but she did not explain nor prove what those restrictions were and why she could not surpass them on the agreed return date.

58. In any case, the Player agreed to return to the [the Club's country] in the context of the Covid-19 pandemic and the alleged restrictions, thereby assuming the risk of not being able to return because of that reason. The Player entered into the Supplementary Contract after (i) the issuance of Proclamation No. [number], by which the President of the [the Club's country] declared a State of Calamity throughout the [the Club's country] for six months and imposed an enhanced community quarantine until [date] due to the Covid-19 pandemic, clarifying that both measures could be extended as circumstances may warrant;²⁹ and (ii) the President of [the Player's country] publicly stated that all travel between non-[Continental] countries and the [Continent] would be suspended for 30 days.³⁰ The Player knew that not returning was a possibility, to the point that the parties regulated what would happen if she did not return on time for the [CCL], and yet she decided to take the risk by committing to return by a certain date.
59. The FIVB Tribunal Judge shares the FIVB's reasoning that the postponement of the [CCL] would have made it impossible for the Player to play for the Club even if she had returned. However, in the FIVB Tribunal Judge's view, that does not justify the Player's breach of contract. The parties did not tie the Player's return to being able to play for the Club, but to a specific date.
60. Besides, playing for the Club was the Player's main obligation, but not the only one. The Player's services also included, *inter alia*, respecting the Club's schedule, training, and attending to sports, social and business activities.³¹ The Player has also not alleged nor proved the existence of any impediment to complying with these obligations.
61. If the Player intended to receive her full fees and allowances, she should have been available to the Club in the [the Club's country] on [date], as agreed in the Supplementary Contract. Had the Player wanted to stay more time in [the Player's country] under the same conditions, she should have agreed so with the Club. The Player cannot unilaterally change her obligations under the

²⁸ Player's Answer, p. 2.

²⁹ Club RFR, Exhibit D. Player's submission dated [date], p. 3.

³⁰ Player's submission dated [date], Exhibit 3.

³¹ Club's RFR, Exhibit. B

Agreement and the Supplementary Contract.

62. The Player argued that the Club, as an employer, had the obligation to ensure a minimum of social protection for her, as an employee, in the context of the Covid-19 pandemic.³² However, the Player has failed to explain and prove where that obligation would arise from. The Agreement states that the Player's fees and allowances were in consideration for the services and it is undisputed that the Player did not provide any services after she left the [the Club's country].
63. It was the Player who, in the context of the Covid-19 pandemic, voluntarily decided to go to [the Player's country] and agreed to return on [date], assuming the risk of not being able to return and, consequently, breaching the parties' agreement. Therefore, the FIVB Tribunal Judge concludes that the Player was not entitled to the fees and allowances corresponding to the period that goes from [date] to [date].
64. Considering that (i) the Player's fees and allowances had to be paid monthly, but the aforementioned periods (i.e., [date] to [date] and [date] to [date]) have a different number of days, (ii) the parties made no submission on how to calculate the outstanding payments for each period, and (iii) the parties did not dispute the FIVB's statement in the sense that the Club was obliged to pay the Player her salary and allowances corresponding to the period [date] to [date] "*proportionately*",³³ the FIVB Tribunal Judge considers it fair to follow that approach and establish the daily value of the Player's services to adequately determine the amount to be paid by the Club to the Player.
65. It is undisputed that the Club paid the first two monthly salaries and allowances to the Player (i.e., those corresponding to the period that goes from [date] to [date]). The three outstanding salaries and allowances are those corresponding to the period that goes from [date] to [date]. Those three months are composed of 93 days. Therefore, the daily fee corresponding to that period would equate to USD 161.29 (USD 15,000 / 93 days) and the daily allowance would equate to [Currency 1] 967.74 ([Currency 1] 90,000 / 93 days).
66. Considering that (i) the Player was entitled to receive her fees and allowances until [date], (ii) the Player received her salaries and allowances until [date], and (iii) the period from [date] to [date]

³² Player's Answer, p. 3.

³³ Decision, p. 9.

is composed of 25 days, the FIVB Tribunal Judge concludes that the Club must pay the Player USD 4,032.25 (USD 161.29 x 25 days) as outstanding fees and [Currency 1] 24,193.50 ([Currency 1] 967.74 x 25 days) as outstanding allowances.

9.2. Flight tickets

67. In the previous instance, the FIVB ordered the Club to reimburse the costs of the flight tickets to the Player because clause 4 of Annex A of the Agreement states that the Club “*shall provide a roundtrip ticket for [the Player]’s transportation.*”³⁴
68. The Club contends that FIVB erroneously awarded the reimbursement because the Club was contractually obliged to provide a return ticket upon the completion of the [CCL] season, and not for a unilateral premature departure.³⁵
69. The FIVB Tribunal Judge is not persuaded by the Club’s argument. The Player’s departure was authorized by the Club in the Supplementary Contract, and the Agreement only refers to the provision of a roundtrip ticket, without conditioning its provision to the completion of the [CCL] season. Therefore, the Decision is upheld on this point.
70. Considering that the Club shall pay the Player USD 621.70 and [another currency] 906.80 as flight tickets and that the Club did not contest the FIVB’s Decision regarding the unpaid bonus of USD 100, the Club shall pay the Player in the aggregate USD 4,753.95 (USD 4,032.25 as fee + USD 621.70 as flight ticket + USD 100 as a bonus), [Currency 1] 24,193.50 (allowances), and [another currency] 906.80 (flight ticket).

10. Costs

71. In its Decision, the FIVB ordered the Club to pay CHF 2,500 to the Player as a contribution to her legal expenses and the handling fee.³⁶ The Club requested the FIVB Tribunal Judge to reverse the Decision.³⁷ The Club has not provided any explanation as to why the Player would not be entitled to a contribution to her legal costs and the handling fee. The FIVB Tribunal Judge finds the FIVB’s

³⁴ Decision, pp. 10-11. Club’s RFR, Exhibit B.

³⁵ Club’s RFR, ¶¶ 33-36.

³⁶ Decision, p. 11.

³⁷ Club’s RFR, p. 16.

Decision on costs to be fair and reasonable because of the outcome of the previous instance proceedings, which has been partially modified in this instance only on one head of the claim. Therefore, the Decision is upheld in this regard.

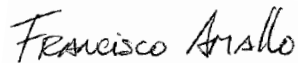
72. The Club paid the handling fee corresponding to its RFR (CHF 1,500) on [date]. On [date], the Club quantified its legal expenses at [Currency 1] 97,845.27, representing 167 hours of counsel work from [date] to [date]. The Player did not make a submission on costs.
73. Article 20.11.2 of the FIVB Sports Regulations states that, as a general rule, the decision shall grant the prevailing party a contribution towards its reasonable legal fees and other expenses incurred in connection with the proceedings (including the applicable handling fee and the costs of witnesses and interpreters). When deciding on this contribution, the FIVB Tribunal Judge shall take into account the outcome of the proceedings, as well as the conduct and financial resources of the parties.
74. 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.
75. Considering that the Club's request for relief was partially upheld, the FIVB Tribunal Judge determines, in accordance with article 20.11.2 of the FIVB Sports Regulations, that both parties shall bear the cost of the handling fee equally and each party shall bear its own legal costs. Therefore, the Player shall reimburse CHF 750 to the Club.

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

1. The Request for Review filed by [the Club] is partially upheld.
2. The decision rendered by the FIVB dated [date] is amended in its first bullet as follows:
 - [The Club] shall pay to [the Player] the amounts of USD 4,753.95, [Currency 1] 24,193.50, [another currency] 906.80, and CHF 2500.
3. The remainder of the decision rendered by the FIVB dated [date] is upheld.
4. Each party must bear its own legal fees and other expenses. [The Player] shall reimburse CHF 750 to the Club as part of the handling fee.
5. Any other requests for relief are dismissed.

[Date of the decision]

Lausanne, Switzerland



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 at www.tas-cas.org.

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

Court of Arbitration for Sport
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Tel: +41 21 613 50 00
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