

**Decision**  
of the  
**Chairman of the FIFA Disciplinary  
Committee**

Mr Anin Yeboah [GHA]

on 16 December 2019,

to discuss the case of:  
CFR 1907 Cluj, Romania  
(Decision 150585 PST)

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*regarding:*

failure to comply with  
Art. 64 of the FDC (2017 ed.)

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## I. inferred from the file

1. On 21 January 2015, the FIFA Dispute Resolution Chamber (DRC) decided that the club CFR 1907 Cluj (hereinafter the *Debtor*) had to pay to the player Edimar Curitiba Fraga (hereinafter *the Creditor*), within thirty (30) days as from the date of notification of the decision, the amount of EUR 96,000 plus 5% interest *p.a.* until the date of effective payment to be calculated in accordance with the aforementioned decision.
2. The grounds of the decision of the DRC were duly communicated, amongst others, to the parties on 23 April 2015.
3. No appeal was filed before the Court of Arbitration for Sport (CAS). Therefore, the decision became final and binding.
4. On 25 February 2015, the official receiver of the Debtor in the insolvency proceedings had informed FIFA of the opening of the insolvency proceedings by the Cluj Specialized Court in Romania, and requested the suspension of all ongoing cases against the club CFR 1907 Cluj.
5. On 13 March 2015, the Romanian Football Federation (hereinafter *the Romanian FF*) informed FIFA that the Debtor was undergoing insolvency proceedings. However, the Debtor was still affiliated to the Romanian FF and participating in the Romanian First League.
6. On 29 May 2015, the Debtor informed FIFA that it was undergoing insolvency proceedings since 4 February 2015 and that the creditors had been invited to enrol their claims in the table of debts.
7. On 13 June 2015, the Debtor informed FIFA that the Creditor had "*requested the enrolment in the preliminary table of receivables of the amount of 99,508 Euros.*" And that the creditors' claims will be distributed within the future reorganization plan. Consequently, the Debtor requested the suspension of the disciplinary proceedings until the closure of the insolvency proceedings.
8. On 31 July 2015, the secretariat to the FIFA Disciplinary Committee (hereinafter the *Secretariat*) informed the parties that it was "*currently not in a position to conduct any disciplinary intervention in the matter at stake*" due to the insolvency proceedings.

9. On 29 February 2016, the former legal representative of the Creditor informed FIFA that the Debtor "*continues normally disputing the Romanian first league*", and requested the matter to be submitted to the FIFA Disciplinary Committee for consideration and a formal decision.
10. On 15 April 2016, the Romanian FF informed the Secretariat that the Debtor was still undergoing bankruptcy proceedings and was still participating in the Romanian First League.
11. On 27 June 2017, 29 September 2017, 12 October 2017 and 31 October 2017, the former legal representative of the Creditor informed the Secretariat that the insolvency proceedings against the Debtor appeared to have finalized. Consequently, he requested the matter to be submitted to the FIFA Disciplinary Committee.
12. On 28 March 2018, the Romanian FF informed the Secretariat that the Debtor was still affiliated to the Romanian FF and actively participating in the "*National Championship League 1*". Furthermore, the Romanian FF confirmed that "*[o]n 29 May 2017 Club CFR 1908 Cluj SA officially and successfully ended their insolvency proceedings*" and communicated that it would provide the Secretariat with a copy of the court decision as soon as an English translation was available.
13. On 11 May and 6 June 2018, the Secretariat invited the Romanian FF to provide a copy of the court decision duly translated into one of the official FIFA languages.
14. On 22 June 2018, the Romanian FF provided the Secretariat with a translated copy of the insolvency bulletin dated 4 July 2017<sup>1</sup>, by means of which the closure of the Debtor's "*reorganization proceedings*" was ordered, along with a copy of the preliminary list of creditors admitted to the insolvency proceedings<sup>2</sup>.
15. On 18 and 20 September 2018, the Romanian FF provided further information related to the insolvency proceedings, attaching copies of the insolvency bulletins along with the so-called reorganization plan and the final list of creditors<sup>3</sup>.
16. On 4 June 2019 and 11 October 2019, the newly appointed legal representative of the Creditor informed the Secretariat that the Debtor failed to comply with the decision passed by the Dispute Resolution Chamber on 21 January 2015. As the Debtor successfully ended its insolvency proceedings without going bankrupt, the Creditor

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<sup>1</sup> Insolvency Procedures Bulletin No. 13169 of 4 July 2017.

<sup>2</sup> Insolvency Procedures Bulletin No. 6777 of 15 April 2015.

<sup>3</sup> Insolvency Procedures Bulletin No. 4583 of 7 March 2017 & No. 6727 of 4 April 2017.

requested the matter to be submitted to the FIFA Disciplinary Committee for consideration and a formal decision.

17. As the aforementioned amount was not fully paid to the Creditor, the Secretariat opened disciplinary proceedings against the Debtor on 29 November 2019 and informed the latter that the case would be submitted to a member of the FIFA Disciplinary Committee on 16 December 2019.

18. On 4 December 2019, the Debtor provided its position, which can be summarized as follows<sup>4</sup>:

- i. The Debtor contests the opening of disciplinary proceedings.
- ii. On 4 February 2015, the Debtor entered into an insolvency procedure and an insolvency administrator was appointed. FIFA was informed about this and was requested to suspend the proceedings, which was rejected.
- iii. The Creditor presented his claim before the Romanian Insolvency Court, where he was admitted and listed in the category of *"unsecured claims"*.
- iv. On 29 January 2016, the Romanian Insolvency Court approved the club's reorganization plan and stipulated *"a reduction of the unsecured claims, being paid only 10,79 % of the total debts"*. The reorganization plan was not contested by the Creditor.
- v. On 9 March 2017, the Debtor paid to the Creditor an amount of LEI 61,593.62 (approx. EUR 13,600) which represents the 10,79% of his claim, in compliance with the reorganization plan.
- vi. On 30 May 2017, the *"Cluj Appeal Court confirmed that the conditions and obligations from the reorganization plan were fulfilled and therefore ordered the closure of the Clubs reorganization proceedings"*.
- vii. If the reorganization plan is successful, the insolvency procedure is closed and the creditors cannot act in order to recover extra or supplementary debts than the ones approved within the insolvency procedure and its reorganization plan.
- viii. The reorganization plan was voted by all the creditors, including Edimar Curitiba Fraga.
- ix. The Debtor is of the opinion that *"[a]s established by the CAS and FIFA jurisprudence, there is an obligation to take into consideration and to respect State Laws on insolvency proceedings as well as the decision of State courts based thereupon when enforcing money claims (...) Stating otherwise in this*

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<sup>4</sup> The summary does not purport to include every single contention put forth by the club CFR 1907 Cluj. However, the Chairman of the FIFA Disciplinary Committee has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.

*matter, means a breach on the decisions made by the insolvency Court, and therefore a violation of the res judicata principle”.*

- x. Taking into account that the Creditor did not contest the reorganization plan and the national court decision, these aspects fall under the res judicata principle.
- xi. The FIFA Disciplinary Committee cannot overrule or ignore the decision issued by the Insolvency Court.
- xii. The Creditor submitted his claim to the FIFA Disciplinary Committee after the insolvency procedure was closed, which is unlawful taking into consideration the res judicata principle.
- xiii. The Creditor was paid in accordance with the restructuration plan, therefore, the Debtor cannot be sanctioned for non-compliance with the payment obligation.
- xiv. In light of the above, the Debtor therefore requests the FIFA Disciplinary Committee to dismiss the case.

## **II. and considered**

1. In the case at hand, in view of the arguments raised by the parties, the Chairman of the FIFA Disciplinary Committee (hereinafter the *Chairman of the Committee*) decides to first assess the procedural aspects of the matter, namely the applicable law and his competence to decide on the present matter. Should he be competent, the Chairman of the Committee will subsequently analyse as to whether the club CFR 1907 Cluj could be held liable for a potential failure to respect the decision passed by the Dispute Resolution Chamber (DRC) on 21 January 2015, and decide on the potential sanctions resulting therefrom.

### **A) Applicable law**

2. First of all, the Chairman of the Committee would like to analyse which version of the FIFA Disciplinary Code (FDC) applies.
3. In this sense, the Chairman of the Committee underlines that the 2019 edition of the FDC (hereinafter: *the 2019 FDC*) entered into force on 15 July 2019 (art. 72 par. 1 of the 2019 FDC) and applies to all disciplinary offenses committed following said date (art. 4 par. 1 of the 2019 FDC).
4. With regard to the matter at hand, the Chairman of the Committee highlights that the disciplinary offense, *i.e.* the potential failure to comply with the DRC decision, was

committed before the 2019 FDC entered into force. As a result, the Chairman of the Committee deemed that the merits of the present case fall under the 2017 edition of the FDC (hereinafter: *the 2017 FDC*), in accordance with art. 4 of the 2017 FDC.

5. Notwithstanding the above, the Chairman of the Committee held that the procedural aspects of the present matter are governed by the 2019 FDC.

### **B) Jurisdiction of the FIFA Disciplinary Committee to decide on the present matter**

6. For the sake of good order, it is worth emphasising that, in line with art. 54 par. 1 lit. h) of the 2019 FDC, cases involving matters under art. 15 of the 2019 FDC (former art. 64 of the 2017 FDC) may be decided by one member of the Disciplinary Committee alone, *i.e.* the Chairman of the Committee in the case at hand.
7. In this context, the Chairman of the Committee first emphasises that it is uncontested that the Debtor, CFR 1907 Cluj, subject of the initial decision of the DRC, had been through insolvency/reorganization proceedings, which successfully ended in May 2017.
8. Furthermore, as it was confirmed by the Romanian Football Federation in its correspondence dated 28 March 2018, "*the Football Club CFR Cluj SA is an affiliated member of the Romanian Football Federation and currently is participating in the National Championship League 1*".
9. In this sense, the Chairman of the Committee wishes to recall that, according to art. 53 par. 2 of the FIFA Statutes, the Disciplinary Committee (hereinafter also referred to as *the Committee*) may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, intermediaries and licensed match agents.
10. Clubs are affiliated to regional and/or national football associations and these national football associations are members of FIFA. Consequently, football clubs are considered as "indirect members" of FIFA and therefore, are subject to and bound by the FIFA Statutes and all other FIFA rules and regulations as well as by all relevant decisions passed by the FIFA bodies.
11. The aforementioned principle is embedded in article 14 par. 1 lit. d) of the FIFA Statutes which requires the member associations "*to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies*" as well as in article 60 par. 2 of the FIFA Statutes that states that the member associations, amongst others, "*shall take every precaution necessary to ensure their own members, players and*

*officials comply with these decisions*". The foregoing is only possible to the extent that the so-called "members" are still affiliated to the member associations of FIFA.

12. In this sense, the Chairman highlights that it is uncontested that the Debtor, CFR 1907 Cluj, is still affiliated to the Romanian Football Federation, therefore, being under the jurisdiction of the Disciplinary Committee.
13. As such, the Chairman of the Committee deems that he is competent to assess the present matter and therefore to pass a formal decision of a substantive nature.

### **C) Merits of the case**

#### **a) Whether the club CFR 1907 Cluj is responsible to pay the amount imposed by the DRC on 21 January 2015**

14. Bearing the above in mind, the Chairman of the Committee first notes that it is uncontested that the club CFR 1907 Cluj, currently participating in the Romanian first League, is the same club as the CFR 1907 Cluj that underwent insolvency proceedings and was a party in the proceedings before the Dispute Resolution Chamber which resulted in the decision dated 21 January 2015.
15. As a matter of fact, the Chairman of the Committee wishes to underline that CFR 1907 Cluj went through insolvency proceedings which successfully ended, in other words, the Debtor did not go bankrupt.
16. The question that therefore arises is whether the club CFR 1907 Cluj is still responsible to pay the amounts imposed by the DRC after having gone successfully through the bankruptcy.
17. In this context, it appears relevant for the legal assessment of this case, to analyse the diligence of the Creditor in recovering his debt in order to assess as to whether a sanction can be imposed on the Debtor, *i.e.* whether the Creditor also contributed to create the breach of art. 64 of the 2017 FDC as it could be that his credit would have been paid in the bankruptcy proceedings and therefore no sanction may be imposed<sup>5</sup>.
18. In this regard, the Chairman of the Committee acknowledges that bankruptcy proceedings before national courts are complex, lengthy and differ from one country to another and that their outcomes are hardly predictable. However, the Chairman of

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<sup>5</sup> CAS 2011/A/2646 Club Rangers de Talca v. FIFA

the Committee deems it of paramount importance that the Creditor seeking to recover his debt participates in the bankruptcy proceedings at national level.

19. In this sense, the Chairman of the Committee recalls that the equality of creditors is one of the general principles governing bankruptcy proceedings. In other words, similarly situated creditors should be treated similarly.
20. However, the Chairman of the Committee observes that creditors that are subject to a dispute of an international dimension have the possibility, under certain conditions, to file a claim before FIFA's competent deciding body, in particular its Dispute Resolution Chamber, and can therefore benefit, in principle, from a faster procedure than the one before civil courts<sup>6</sup>. Moreover, these creditors can then request the enforcement of the decision before the FIFA Disciplinary Committee.
21. That being said, the Chairman of the Committee remarks that creditors that are subject to a dispute that is not of an international dimension, cannot profit from the above-described procedures before FIFA. On the contrary, the Chairman of the Committee notes that these creditors cannot take advantage of the dispute resolution system offered by FIFA and can only claim their debts against a bankrupt club in the relevant proceedings at national level.
22. As a result, the Chairman of the Committee considers that the utmost obligation of any creditor of a club involved in bankruptcy proceedings is to register and participate in these proceedings at national level to collect the debts.
23. The Chairman points out that should a Creditor submit a complaint directly to the Disciplinary Committee without having previously taken part in the bankruptcy proceedings, this would result in unequal treatment towards the other creditors of the bankrupt club who participated in the proceedings at national level, which cannot be accepted under any circumstances.
24. Bearing the above in mind, it appears that nothing in the case file reflects any lack of diligence by the Creditor in recovering his debt. To the contrary, the case file shows a persistent attitude of the Creditor to recover his debt from the Debtor. In fact, the Chairman notes that the Creditor (i) requested an amount of RON 438,641.21 (equivalent to EUR 99,508) through the insolvency proceedings, (ii) was admitted for RON 438,641.21 (equivalent to EUR 99,508) and (iii) even recovered part of his debt, namely RON 61,593.62 (equivalent to EUR 13,539), in line with the reorganization plan.

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<sup>6</sup> Cf. art. 22 of the Regulations on the Status and Transfer of Players

25. In addition, the Debtor did not raise any concerns as to the diligent attitude of the Creditor to recover his credit.
26. In particular, the Chairman of the Committee considers the fact that the Creditor's claim was reduced to 10.79% by the Romanian Insolvency Court irrelevant given that the Creditor, by participating in the bankruptcy proceedings at national level performed the expected due diligence and has not contributed to the non-compliance of the DRC decision dated 21 January 2015 and therefore to the breach of art. 64 of the 2017 FDC.
27. In this context, the Chairman of the Committee would like to refer to a decision where CAS considered that *"UEFA regulations cannot be overridden by the national laws as this would lead to unequal treatment among clubs from different countries"*<sup>7</sup>. In this sense, the Chairman of the Committee points out that the same principle should apply to FIFA regulations and decisions.
28. Bearing the above in mind, the Chairman of the Committee emphasises that the main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject and can rely on. This objective would not be achievable if national law could simply override the FIFA regulations.
29. In light of the foregoing, the reorganization plan established by the Romanian Insolvency Court does not automatically release the Debtor from its obligation to fully comply with the DRC decision, i.e. to pay EUR 96,000 plus 5% interest *p.a.* as the DRC decision remains final and binding and cannot be overridden by a national decision.
30. As a result, the Chairman of the Committee is satisfied in the current factual circumstances of the case that the Creditor was diligent in recovering his debt towards the Debtor. Therefore, he finds the Debtor liable for the debts incurred – namely the one related to the decision passed by the DRC on 21 January 2015 – and consequently concluded that the club CFR 1907 Cluj is responsible for fully complying with the financial decision taken by the DRC on 21 January 2015, under the terms of art. 64 of the 2017 FDC.

**b) Whether the club CFR 1907 Cluj has complied with the decision passed by the DRC on 21 January 2015**

31. After having established that the club CFR 1907 Cluj is responsible to pay the amount imposed by the DRC on 21 January 2015, he moves on to analyse whether the Debtor has complied with the decision passed by the DRC on 21 January 2015.

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<sup>7</sup> CAS 2013/A/3067 Málaga CF SAD v. UEFA

32. First and foremost, the Chairman of the Committee emphasises that equal to the competence of any enforcement authority, it cannot review or modify as to the substance a previous decision, which is final and binding and, thus, has become enforceable.
33. Having said that, the Chairman of the Committee notes that the grounds of the decision passed by the Dispute Resolution Chamber on 21 January 2015 have been duly communicated, amongst others to the parties, on 23 April 2015. No appeal was lodged before the Court of Arbitration for Sport. Therefore, the decision became final and binding and is consequently enforceable by the Disciplinary Committee.
34. In view of what has been explained under paragraph II./32. above, the Chairman of the Committee is not allowed to analyse the case decided by the Dispute Resolution Chamber as to the substance, in other words, to check the correctness of the amount ordered to be paid, but has as a sole task to analyse if the Debtor complied with the final and binding decision rendered by the Dispute Resolution Chamber.
35. Should, however, a club go through bankruptcy proceedings, the Chairman considers that the Disciplinary Committee may only decide on questions relating to the liability of a club that successfully underwent bankruptcy proceedings towards the debts incurred before such proceedings had started provided that the Creditor has first participated in the bankruptcy proceedings. As already established above, the Creditor has been diligent in the case at hand and the decision rendered by the Dispute Resolution Chamber can therefore be enforced by the Disciplinary Committee, irrespective of the fact that there was a national court decision reducing the Creditor's claim.
36. In this regard, the Chairman notes that the DRC ordered the Debtor to pay EUR 96,000 plus 5% interest *p.a.* to the Creditor. However, the Debtor only made a payment in the amount of LEI 61,593.62 (equivalent to EUR 13,539) to the Creditor.
37. As such, the Chairman concludes that the Debtor has not fully complied with the decision passed by the DRC on 21 January 2015, and is consequently withholding money from the Creditor. Therefore, it is considered guilty of non-complying with a financial decision, under the terms of art. 64 of the 2017 FDC.

#### **D) Sanctions**

38. With regard to the sanction to be imposed, the Chairman of the Committee recalls that the 2017 FDC is applicable. In particular, the latter refers to art. 64 of the 2017 FDC, in accordance with which anyone who fails to pay another person (such as a player, a

coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a subsequent CAS appeal decision:

- a) will be fined for failing to comply with a decision;
- b) will be granted a final deadline by the judicial bodies of FIFA in which to pay the amount due;
- c) if it is a club, it will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, (...) a transfer ban may also be pronounced.

39. The fine to be imposed under the above-referenced art. 64 par. 1 a) of the 2017 FDC, in combination with art. 15 par. 2 of the 2017 FDC shall range between CHF 300 and CHF 1,000,000.

40. In this sense, the Debtor withheld the amount unlawfully from the Creditor despite FIFA's attempts to urge them to settle the debts towards the Creditor.

41. In view of all the circumstances pertaining to the present case and particularly taking into account the outstanding amount due, the Chairman of the Committee regards a fine amounting to CHF 10,000 as appropriate. This amount complies with the Committee's established practice.

42. In application of art. 64 par. 1 b) of the 2017 FDC, while taking into consideration the standard deadlines granted by the Committee in its recent decisions, the Chairman of the Committee decides to grant a final deadline of 30 days for the amount due to be paid to the Creditor.

43. In continuation, in view of the circumstances of the case (namely the long period during which the decision rendered by the DRC had not been complied with, to the detriment of the Creditor) but also the aim of the provision at hand (*i.e.* to ensure that decisions passed by a body, a committee or an instance of FIFA or a subsequent CAS appeal decision are respected and complied with) while keeping in mind the content of FIFA circular no. 1628, the Chairman of the Committee considers a ban from registering new players (at national and international level) as an appropriate sanction. In particular, taking into account the standing practice of the Committee in similar situations, the Chairman of the Committee holds that such ban will be automatically imposed on the Debtor following the expiry of the granted deadline and will only be lifted upon the payment of the total outstanding amount to the Creditor.

44. For the sake of good order, the Romanian Football Federation is hereby reminded of its obligation to automatically implement the transfer ban upon expiry of the final deadline without having received any proof of payment from the Debtor. In this respect, and for the sake of clarity, the Romanian Football Federation is referred to art. 34 of the 2019 FDC, in what concerns the calculation of time limits. Should the Romanian Football Federation fail to automatically implement said sanction and provide the secretariat to the FIFA Disciplinary Committee with the relevant proof of implementation of the transfer ban at national level, disciplinary proceedings – which may lead to an expulsion from all FIFA competitions – may be opened against it.

### III. has therefore decided

1. The CFR 1907 Cluj (hereinafter the *Debtor*) is found guilty of failing to comply in full with the decision passed by the Dispute Resolution Chamber on 21 January 2015, according to which it was ordered to pay to the player Edimar Curitiba Fraga (hereinafter the *Creditor*) the amount of EUR 96,000, payable within thirty (30) days from the notification of the aforementioned decision, plus 5% interest *p.a.* until the date of effective payment as follows:

- 5% *p.a.* as of 26 February 2014 on the amount of EUR 16,000;
- 5% *p.a.* as of 26 March 2014 on the amount of EUR 16,000;
- 5% *p.a.* as of 26 April 2014 on the amount of EUR 16,000;
- 5% *p.a.* as of 26 May 2014 on the amount of EUR 16,000;
- 5% *p.a.* as of 26 June 2014 on the amount of EUR 16,000;
- 5% *p.a.* as of 26 July 2014 on the amount of EUR 16,000;

In particular, the Debtor only paid to the Creditor the partial amount of LEI 61,593.

2. The Debtor is ordered to pay a fine to the amount of CHF 10,000. The fine is to be paid within thirty (30) days of notification of the present decision.
3. The Debtor is granted a final deadline of thirty (30) days as from notification of the present decision in which to settle its debt to the Creditor.
4. If payment is not made to the Creditor and proof of such a payment is not provided to the secretariat to the FIFA Disciplinary Committee and to the Romanian Football Federation by this deadline, a ban from registering new players, either nationally or internationally, will be imposed on the Debtor. Once the deadline has expired, the

transfer ban will be implemented automatically at national and international level by the Romanian Football Federation and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. The transfer ban shall cover all men eleven-a-side teams of the Debtor – first team and youth categories –. The Debtor shall be able to register new players, either nationally or internationally, only upon the payment to the Creditor of the total outstanding amount. In particular, the Debtor may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

5. As a member of FIFA, the Romanian Football Federation is reminded of its duty to implement this decision and provide FIFA with proof that the transfer ban has been implemented at national level. If the Romanian Football Federation does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.
6. The Debtor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Romanian Football Federation of every payment made and to provide the relevant proof of payment.
7. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Romanian Football Federation of every payment received.

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Anin Yeboah  
Chairman of the Disciplinary Committee

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## **Note relating to the payment of the fine**

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.

## **LEGAL ACTION**

According to article 49 together with article 57 par. 1e) of the FDC and article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The full address and contact numbers of the CAS are the following:

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Switzerland  
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