



Arbitration CAS 2016/A/4477 João António Soares de Freitas v. Al Shabab FC, award of 9 February 2017

Panel: Mr Mark Hovell (United Kingdom), Sole Arbitrator

Football

Commission agreements between a club and a players's agent/intermediary

Qualification of FIFA letters as decisions

Jurisdiction of FIFA with regard to disputes involving intermediaries

CAS as an alternative dispute resolution forum

- 1. In order to determine whether letters from FIFA are simple communications or decisions, the following characteristics must be examined: (i) the form of the communication has no relevance to determine whether there exists a decision or not; (ii) in principle, for a communication to be a decision, the communication must contain a ruling, whereby the body issuing the decision affects or intends to affect the legal situation of the addressee of the decision or other parties; (iii) a decision is a unilateral act, sent to one or more determined recipients and is intended to produce legal effects; and (iv) an appealable decision of a sport association or federation is normally a communication of the association directed to a party and based on an “*animus decidendi*”, i.e. an intention of a body of the association to decide on the matter.**
- 2. It is clear from the new FIFA Regulations on Working with Intermediaries that as of 1 April 2015, FIFA no longer retains jurisdiction over any claims filed in relation to intermediaries. FIFA as a Swiss organisation has the power to determine whether it takes jurisdiction over disputes and FIFA have chosen to absolve their responsibility over these particular disputes. As such, post 31 March 2015, intermediaries have to look at other dispute resolution forums or to the courts to deal with any disputes arising from agency/representation contracts.**
- 3. If the parties in their agreement actually anticipated the possibility of FIFA declining jurisdiction by alternatively establishing the jurisdiction of the CAS acting as a sole instance with a view to solve their dispute, the CAS cannot have jurisdiction to hear the merits of the case in appeals proceedings. The party having a claim against the other must rather file a request for arbitration under the Ordinary Arbitration Division of the CAS.**

I. PARTIES

1. Mr João António Soares de Freitas (the “Intermediary” or the “Appellant”) is a registered intermediary of Portuguese nationality, with Portuguese intermediary ID number 5791264.
2. Al Shabab FC (the “Club” or the “Respondent”) is a professional football club with its registered office in Riyadh, Saudi Arabia. The Club is currently competing in the Saudi Professional League. It is a member of the Saudi Arabian Football Federation, which in turn is affiliated to Fédération Internationale de Football Association (“FIFA”).

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced during these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.
4. On 8 January 2015, the Parties signed a commission agreement (the “First Commission Agreement”) in relation to the negotiation for the recruitment of the manager Mr. Jaime Pacheco (the “Manager”). Under Clause 3 of the First Commission Agreement, the Club was to pay the Intermediary the sum of EUR 165,000 (net) if the appointment was made. This was to be paid in two equal instalments of EUR 82,500 each to be paid on 31 January 2015 and 1 July 2015.
5. On 16 January 2015, the Manager signed an employment contract with the Club.
6. The Club paid the Intermediary the first instalment of EUR 82,500 in full, however, the second payment was only partially paid. The amount of EUR 37,500 remains outstanding under the First Commission Agreement.
7. On 2 February 2016, the Parties entered into a second commission agreement (the “Second Commission Agreement”). The Second Commission Agreement related to the transfer of the Ghanaian player Mohammed Awal (“the Player”). Under Clause 3 of the Second Commission Agreement, the Club was to pay the Intermediary the sum of USD 120,000 (net). This was to be paid in two equal instalments of USD 60,000 each to be paid on 1 April 2015 and 31 July 2015.
8. On 5 February 2015, the Player signed an employment contract with the Club.
9. The Club and the Player subsequently agreed an early termination of the employment contract.
10. By 12 May 2015, the Club still had not paid the first instalment owed under the Second Commission Agreement to the Intermediary. The Intermediary agreed to accept the reduced

sum of USD 33,333 instead of the original USD 120,000. However, the Club still failed to pay the reduced sum of USD 33,333.

11. On 12 November 2015, the Intermediary wrote the Club, via his legal representative, requesting payment of the overdue sums (i.e. EUR 37,500 and USD 33,333 plus 5% interest) equating to a total of EUR 70,120.03 (the “Outstanding Amounts”) in respect of both commission agreements within 8 days.
12. The Club did not respond to this letter or pay the Outstanding Amounts to the Intermediary.

III. PROCEEDINGS BEFORE FIFA

13. On 3 December 2015, the Intermediary filed a claim before FIFA. It is unknown what requests for relief the Intermediary requested from FIFA.
14. On 15 February 2016, FIFA responded to the Intermediary stating that the new FIFA Regulations on Working with Intermediaries (“Intermediaries Regulations”) came into place on 1 April 2015 and accordingly, FIFA was no longer competent to deal with claims by players’ agents / intermediaries (“the Appealed Decision”).

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 24 February 2016, pursuant to Article R47 of the Code of Sports-related Arbitration (the “CAS Code”), the Intermediary filed a Statement of Appeal challenging the Appealed Decision at the Court of Arbitration for Sport (the “CAS”) requesting the following prayers for relief:
 1. *To accept this appeal against the decision of FIFA dated 15 February 2016 that rejected his claim.*
 2. *To adopt an award annulling the appealed decision and declare that the Appellant is entitled to receive all the claimed amounts from the Respondent.*
 3. *To fix a sum of CHF 10,000 to be paid by the Respondent to the Appellant to aid the Appellant in the payment of its defence fees and costs.*
 4. *To condemn the Respondent to the payment of the full CAS administration costs and the Arbitrators fees”.*
16. In his Statement of Appeal, the Intermediary requested that the matter be heard by a sole arbitrator.
17. On 3 March 2016, the CAS Court Office wrote to the Parties acknowledging receipt of the Statement of Appeal and stated that a copy had been sent to the Club by courier. Further, the CAS Court Office informed the Parties that, pursuant to Article S20 of the CAS Code, the present matter had been allocated to the Appeals Arbitration Division of the CAS.

18. On 4 March 2016, pursuant to Article R51 of the CAS Code, the Intermediary filed his Appeal Brief with the CAS Court Office, requesting the following prayers for relief:
 1. *To accept this appeal against the decision of FIFA dated 15 February 2016 that rejected his claim.*
 2. *To adopt an award that sentences the Respondent to pay the Appellant the claimed amounts of EUR 37.500,00 and USD 33.333,00, plus 5% annual interest as from 01 July 2015 and 01 April 2015, respectively.*
 3. *To fix a sum of CHF 10,000,00 to be paid by the Respondent to the Appellant as contribution towards his legal costs and other expenses incurred in connection with the present arbitration proceedings.*
 4. *To condemn the Respondent to the payment of the full costs of the arbitration”.*
19. On 9 March 2016, the CAS Court Office wrote to the Parties stating that the Club had refused to receive the Statement of Appeal sent by the CAS Court Office on 3 March 2016 by DHL. The CAS Court Office stated that it would instruct DHL to deliver, once again, the Statement of Appeal to the Club and in the event that the Club refused to accept delivery again, it would nevertheless be considered as notified and that the CAS Court Office would proceed with the arbitration proceedings. The CAS Court Office also faxed a copy of the Statement of Appeal to the fax number for the Club which was provided by the Intermediary. The Statement of Appeal was finally delivered by courier to the Respondent on 16 March 2016.
20. On 14 March 2016, the CAS Court Office wrote to the Parties informing them that a copy of the Appeal Brief had been sent to the Club and also FIFA by DHL. The CAS Court Office informed the Club that, pursuant to Article R55 of the CAS Code, the Club had 20 days to submit its Answer.
21. On 21 March 2016, the CAS Court Office wrote to the Parties stating that the Club had refused to receive the Appeal Brief sent by the CAS Court Office on 14 March 2016 by DHL. The CAS Court Office stated that it would instruct DHL to deliver, once again, the Appeal Brief to the Club and in the event that the Club refused to accept delivery again, it would nevertheless be considered as notified as of 21 March 2016 and that the CAS Court Office would proceed with the arbitration proceedings. The CAS Court Office also faxed a copy of the Appeal Brief to the fax number for the Club which was provided by the Intermediary. The Appeal Brief was finally delivered by courier to the Respondent on 28 March 2016.
22. On 30 March 2016, FIFA confirmed to the CAS Court Office that it renounced its right to intervene in the present arbitration.
23. On 1 April 2016, the CAS Court Office wrote to the Parties stating that the Club had failed to state whether it agreed to submit this matter to a sole arbitrator within the given deadline and as such, pursuant to Article R50 of the CAS Code, it would be for the Division President to decide on the number of arbitrators taking into account the circumstances of the case.
24. On 4 April 2016, the CAS Court Office wrote to the Parties stating that the Division President had decided to submit this matter to a sole arbitrator.

25. On 27 April 2016, the CAS Court Office wrote to the Parties informing them that the Club had failed to file an Answer to the Appeal Brief by the deadline of 18 April 2016, and in fact had not corresponded with the CAS Court Office at all. Nevertheless, the CAS Court Office invited the Parties to state whether they preferred to have a hearing in this matter or whether they wished for the Sole Arbitrator to issue an award solely on the Parties' written submissions.
26. On 4 May 2016, the Intermediary wrote to the CAS Court Office stating, *inter alia*, that he preferred for the Sole Arbitrator to issue an award solely on the Parties' written submissions.
27. On 1 July 2016, the CAS Court Office wrote to the Parties informing them that Mr Mark A. Hovell, Solicitor, Manchester, United Kingdom, was appointed as the Sole Arbitrator in this matter.
28. On 27 July 2016, on behalf of the Sole Arbitrator, the CAS Court Office wrote to FIFA stating while FIFA was not a party to the present CAS proceedings, the Sole Arbitrator respectfully requested its assistance in relation to the Intermediaries Regulations. The letter stated as follows:

"In Article 30(2) of the old FIFA Agents' Regulations (2008) ("Agents' Regulations"), FIFA invited international disputes involving agents to be submitted to FIFA's Players' Status Committee ("PSC").

Moreover, in Article 7 of Annex 1 of the Agents' Regulations (i.e. the Code of Professional Conduct), agents were explicitly prohibited from taking a dispute to ordinary courts of law as stipulated in the FIFA Statutes and were required to submit any claim to the jurisdiction of the their national association or FIFA.

However, Article 11 of the new Intermediaries Regulations states as follows:

- "1. These provisions, which were approved by the FIFA Executive Committee on 21 March 2014, supersede the Players' Agents Regulations last amended on 29 October 2007 and come into force on 1 April 2015.*
- 2. With the coming into force of these provisions, the previous licensing system shall be abandoned and all existing licences will lose validity with immediate effect and shall be returned to the associations that issued them".*

Accordingly, all old FIFA licensing registrations were to be invalid with immediate effect as of 1 April 2015. Based on this, and the wording in the Letter, it appears that as of 1 April 2015, FIFA were no longer accepting jurisdiction over any disputes involving agents/intermediaries either.

In light of the above, can you please kindly answer the following questions:

In the context of dispute resolution, do FIFA have any transitional arrangements in relation to representation agreements entered into by parties under the Agents' Regulations (i.e. prior to 1 April 2015) which continued to run after that date?

Have any disputes involving agents/intermediaries been heard by FIFA after 1 April 2015? If so, to the extent they are not confidential, can you please provide us with details regarding / copies of these cases?

If FIFA do not have jurisdiction to hear a dispute involving an agent/intermediary, what should agents/players/clubs do, in FIFA's opinion? Should they be filing claims in the ordinary division of the CAS for example, or at a domestic level Court? If at a domestic Court, then where – is it where the player or the club or the agent is based?"

29. On 31 October 2016, FIFA called the CAS Court Office and verbally provided their responses to the Sole Arbitrator's questions. Their response was, in summary, that:
- FIFA did not have any transitional arrangements;
 - FIFA only had one dispute involving agents/intermediaries which was heard after 1 April 2015. In that dispute, FIFA sent the agent a letter almost identical in nature to the Appealed Decision, which appeared to state that FIFA did not have jurisdiction over the matter. However, in that case, the agent filed an appeal at the CAS and named FIFA as a respondent. Once the case was at the CAS, FIFA stated that there had been a misunderstanding and clarified that it had not actually made a 'decision' regarding jurisdiction. FIFA then offered to investigate the matter if the agent withdrew his appeal at the CAS, and stated that it would then be up to the relevant decision making body within FIFA to determine whether it actually had jurisdiction over the dispute. The agent duly did so and the matter was investigated by FIFA. FIFA ultimately decided that it did not have jurisdiction over that dispute; and
 - That it was up to each individual party to determine, based on their own circumstances, where to file a claim in the event of a dispute.
30. On 3 November 2016, the CAS Court Office wrote to the Parties, confirming that the Sole Arbitrator did not consider a hearing necessary in this matter and that he would be issuing an award solely on the written submissions.
31. On 11 November 2016, the Intermediary wrote to the CAS Court Office submitting a signed copy of the Order of Procedure. The Club did not submit a signed copy of the Order of Procedure.

V. SUBMISSIONS OF THE PARTIES

32. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Intermediary's Submissions

33. In summary, the Intermediary submitted the following in support of its Appeal:

34. Pursuant to Clause 3 of both the First Commission Agreement and Second Commission Agreement, the Club owed the Intermediary 10% of the value of the employment contracts signed by the Manager and the Player respectively.
35. As the Manager and the Player both signed for the Club, the Intermediary fulfilled his obligations under the two commission agreements. Accordingly, pursuant to the principle of *pacta sunt servanda*, the Club therefore owed the Intermediary the Outstanding Amounts.

B. The Club's Submissions

36. The Club did not submit any written submissions in this CAS proceeding.

VI. JURISDICTION OF THE CAS

37. Article R47 of the CAS Code provides as follows:

“An appeal against a decision of a federation, association or sports related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Intermediary has exhausted the legal remedies available to him prior to the appeal, in accordance with the Statutes or regulations of that body”.

38. Clause 6 of both the First Commission Agreement and the Second Commission Agreement stated as follows (emphasis added by the Sole Arbitrator):

“In case of conflict or dispute arising out of this agreement, the FIFA laws and regulations will apply according to art. 22 c) of the FIFA Regulations on the Status and Transfer of Players with an appeal to the CAS in Lausanne. As for such appeal, the parties agree that it will be dealt in an expedited manner according to art. 44 of the CAS Code, with the application of FIFA laws and regulations. The Panel will consist of one arbitrator and the language of the arbitration will be English. The Parties irrevocably agree that the arbitral award is final, binding and shall be executed and enforced before FIFA committees.

If FIFA decides to finally end the possibility of the agents to claim before their legal bodies, CAS jurisdiction shall apply as first instance one with the same agreed points stated hereinabove”.

39. Moreover, the Intermediary relied on Article 67(1) of the FIFA Statutes, which states:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question”.

40. The Sole Arbitrator noted that in order to comply with Article R47 of the CAS Code, the Appellant must show (1) that the Appealed Decision constituted a ‘decision’ by FIFA; (2) FIFA’s Statutes provide for an appeal of such decision to the CAS; and (3) that Intermediary had exhausted all other legal remedies available to him.

41. On the first limb, the Sole Arbitrator noted that previous CAS jurisprudence had considered whether letters from FIFA were communications or decisions. In *CAS 2013/A/3148* and *CAS 2015/A/4213*, the panels examined the following characteristics:
- The form of the communication has no relevance to determine whether there exists a decision or not.
 - In principle, for a communication to be a decision, the communication must contain a ruling, whereby the body issuing the decision affects or intends to affect the legal situation of the addressee of the decision or other parties.
 - A decision is a unilateral act, sent to one or more determined recipients and is intended to produce legal effects.
 - An appealable decision of a sport association or federation is normally a communication of the association directed to a party and based on an “*animus decidendi*”, i.e. an intention of a body of the association to decide on the matter.
42. The Sole Arbitrator notes the “form” of the Appealed Decision. On the one hand, it is not labelled as a decision, and contains the standard wording that it is a communication and “*without prejudice*”; but on the other hand, it was titled “*Mr Joao Antonio Soares de Freitas / Club Al Shabab FC, Saudi Arabia*” and was signed off by FIFA’s Director of Legal Services and by its Head of Players’ Status. In any event, the Sole Arbitrator notes the previous jurisprudence that elevates substance over form, and decides to do the same.
43. The Appealed Decision was issued in response to a claim filed by the Intermediary before FIFA. The Intermediary had turned to FIFA to resolve his dispute with the Club in relation to the Outstanding Amounts. FIFA responded by stating that “... *since 1 April 2015, FIFA is no longer competent to hear claims lodged by players’ agents in the sense of the Players’ Agents Regulations...*”. The Sole Arbitrator concludes that the Appealed Decision contained a ruling which then affected the Intermediary’s legal situation so is satisfied that the first limb was met.
44. The Sole Arbitrator is also satisfied that the second limb is met pursuant to Article 67(1) of the FIFA Statutes quoted above.
45. Looking at the third limb, the Sole Arbitrator concludes that, as the Appealed Decision was a ‘decision’ by FIFA, the legal remedies available to the Intermediary at FIFA had been exhausted.
46. Accordingly, it follows that the CAS has jurisdiction to hear this dispute.

VII. ADMISSIBILITY

47. The Statement of Appeal, which was filed on 24 February 2016, complied with the requirements of Articles R48 and R64.1 of the CAS Code, including the payment of the CAS Court Office fee.

48. It follows that the Appeal is admissible.

VIII. APPLICABLE LAW

49. Article R58 of the CAS Code provides the following:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

50. Accordingly the Sole Arbitrator rules that various FIFA regulations including the Intermediaries Regulations would apply, with Swiss law applying to fill in any gaps or *lacuna*, when appropriate.

IX. LEGAL DISCUSSION

A. Merits

51. The Sole Arbitrator observes that, prior to entering into the merits of the Intermediary’s financial claim against the Club, the main issue to be resolved in this dispute is whether FIFA was correct in declining jurisdiction over this dispute.

52. In the Appealed Decision, FIFA declined jurisdiction over this dispute on the basis that since the introduction of the Intermediaries Regulations on 1 April 2015, FIFA was no longer competent to hear claims lodged by players’ agents (as defined by the old Players’ Agents Regulations).

53. In their verbal response to the CAS Court letter dated 27 July 2016, by way of a conversation with the CAS counsel on 31 October 2016, FIFA stated in response to the Sole Arbitrator’s questions that FIFA did not have any transitional arrangements; only one dispute involving agents/intermediaries had been heard after 1 April 2015, but in that case FIFA ultimately determined it no longer had jurisdiction to deal with the merits; and that it was up to each individual party to determine, based on their own circumstances, where to file a claim in the event of a dispute.

54. The Sole Arbitrator concludes that FIFA was correct in general terms in declining jurisdiction over this dispute, as it is clear from the Intermediaries Regulations that as of 1 April 2015, FIFA intended to no longer retain jurisdiction over any claims filed in relation to intermediaries. The Sole Arbitrator notes that FIFA as a Swiss organisation has the power to determine whether it takes jurisdiction over disputes and FIFA have chosen to absolve their responsibility over these particular disputes. As such, post 31 March 2015, intermediaries have to look at other dispute resolution forums or to the courts to deal with any disputes arising from agency/representation contracts.

55. Accordingly, as FIFA were correct in declining jurisdiction over this dispute, the Intermediary's Appeal needs to be dismissed in its entirety.
56. However, as there appear to have been some cases that have gone through the FIFA system post 1 April 2015, for the benefit of the Parties and also any other party who is in a similar situation, the Sole Arbitrator considers the remedies available to parties facing these situations.
57. For parties entering into a representation contract post 1 April 2015, the path is clearer - FIFA is no longer accepting jurisdiction (and FIFA have publically stated this) so the onus is on the parties to agree an appropriate dispute resolution forum between themselves whether that be local courts, a domestic arbitration body or the CAS, through ordinary arbitration. Many member associations or federations have their own domestic resolution systems in place for intermediaries, players and clubs when the player is registered in their jurisdiction.
58. However, some parties will have entered into representation contracts *prior* to 1 April 2015 and included a dispute resolution clause providing FIFA with jurisdiction, such as the Parties did. The solution then is not quite so straightforward. Despite the Sole Arbitrator's efforts to ascertain FIFA's guidance regarding this, FIFA's response in this matter failed to shed any light on this. If the arbitration provisions fail, then any disputes may have to turn to the courts.
59. FIFA stated in their response that there were no transitional arrangements and that FIFA had only heard one dispute involving intermediaries post 1 April 2015. In that case, FIFA sent the agent a letter almost identical in substance to the Appealed Decision, which appeared to decline jurisdiction. However, when the agent in that case filed an appeal at the CAS, he brought FIFA into the dispute by naming it as a respondent in the appeal. FIFA then offered to investigate the matter if the agent agreed to withdraw his appeal, which he did. However, FIFA ultimately decided that it did not have jurisdiction over that dispute. The Sole Arbitrator notes that this is consistent with the provisions and wording of the Intermediaries Regulations.
60. The Sole Arbitrator also notes that there is a distinction between that case and the present dispute in that FIFA was not named as a respondent in this CAS appeal. In that case, it appears to the Sole Arbitrator that FIFA only offered to investigate the matter because it was brought into a legal proceeding at the CAS as a respondent. FIFA is not a party to the present dispute, so no similar offer was made here. In any case, once it investigated the matter, FIFA ultimately decided that it did not have jurisdiction over that matter anyway so even if the same were to occur in the case at hand, the outcome (i.e. FIFA decision) would eventually have been the same, i.e. for FIFA to decline jurisdiction. The Sole Arbitrator notes that the other case may be appealed to CAS, so need not express any views on whether FIFA was right or not to decline jurisdiction in that particular matter.
61. Moreover, whilst it was not noted by FIFA, the Sole Arbitrator is also aware of at least one other case which was heard by FIFA (and is now the subject of an appeal at the CAS – *CAS 2016/A/4573*) after 1 April 2015. In that case, although the matter was heard by FIFA after 1 April 2015, the claim at FIFA was actually filed *prior* to 1 April 2015. This is the crucial difference between that case and the present dispute (in which the claim to FIFA was filed on 3 December 2015).

62. In conclusion, the Sole Arbitrator concludes that FIFA will not accept any more cases post 1 April 2015 and agents, intermediaries, clubs and players would be better looking elsewhere to deal with their disputes.
63. In the present dispute, the Sole Arbitrator notes the Parties had actually anticipated the possibility of FIFA declining jurisdiction over this dispute. Clause 3 of both the First Commission Agreement and Second Commission Agreement clearly stated (emphasis added by the Sole Arbitrator):
*“If FIFA decides to finally end the possibility of the agents to claim before their legal bodies, CAS jurisdiction shall apply as **first instance** one with the same agreed points stated hereinabove”.*
64. The Sole Arbitrator notes that since this was an ‘appeal’ of a FIFA decision, as stated in the correspondence sent to the Parties by the CAS Court Office on 3 March 2016, pursuant to Article S20 of the CAS Code, the present matter had been allocated to the Appeals Arbitration Division of the CAS.
65. Given the wording of the dispute resolution clauses in the commission agreements, as the present proceedings at CAS are appeal proceedings and not ‘first instance’ proceedings, the Sole Arbitrator notes that the CAS would not have jurisdiction to hear the merits relating to the Intermediary’s financial claim against the Club in the Appeals Arbitration Division.
66. For completeness, the Sole Arbitrator notes that if the Intermediary had alternatively filed a request for arbitration under the Ordinary Arbitration Division of the CAS (pursuant to Articles R38-R46 of the CAS Code), then the CAS could have jurisdiction to hear this dispute. Indeed, as there does not appear to be a time limit in the First Commission Agreement or Second Commission Agreement for filing a request for ordinary arbitration, the Sole Arbitrator notes that the Intermediary could still pursue such a course of action if he chose to.
67. However, in the present proceedings, based on the above, the Sole Arbitrator notes that it is not necessary to address any of the merits involved in the underlying financial claim by the Intermediary against the Club.

B. Conclusion

68. Based on the foregoing, the Sole Arbitrator finds that the Appeal must be rejected in its entirety.
69. All further claims or requests for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by João António Soares de Freitas on 24 February 2016 is rejected.
2. The decision issued by FIFA on 15 February 2016 is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.