Arbitration CAS 2017/A/5371 Club Osmanlispor FK v. Thomas Mark Friedrich, award of 21 June 2018

Panel: Prof. Jacopo Tognon (Italy), Sole Arbitrator

Football
Termination of the employment contract with just cause
Scope of review of the CAS and Art. R57.3 of the CAS Code
Just cause to terminate the contract

1. **Under Art. R57.1 of the CAS Code, a CAS panel has full power to review the facts and the law. However, this *de novo*-mandate only applies to the matter in dispute that has been brought before this CAS panel. The matter in dispute is defined by the requests of the Parties and the facts of the case. The inherent discretion of a CAS panel to exclude certain evidence under Art. R57, para. 3, should be construed in accordance with that fundamental principle of the *de novo* power to review. Therefore, the discretion to exclude evidence should be exercised with caution, for example in situations where a party may have engaged in abusive procedural behavior or in any other facts or circumstances where the CAS panel might, in its discretion, consider either unfair or inappropriate to admit new evidence.**

2. **A coach who, after obtaining an authorisation to be on leave for one month, disappears for three months without giving any notice and providing any explanation is clearly breaching his duties under the employment contract and is giving to the club serving him notices asking for explanations a just cause to unilaterally terminate the contract.**

I. PARTIES

1. Club Osmanlispor FK (the "Appellant" or "the Club") is a professional football club based in Ankara, Turkey. Osmanlispor FK is affiliated with the Turkish Football Federation, which in turn is affiliated to the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Thomas Mark Friedrich (the "Respondent" or "the Coach"), is a football coach of German nationality.

3. The Appellant and the Respondent are collectively referred to as the "Parties".

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the Parties' written submissions and the evidence examined in the course of the present appeal arbitration proceedings. This background is made for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal analysis. While 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.

A. Background Facts

5. On 15 July 2015, the Coach and the Club concluded an employment contract (hereinafter the "Contract"), according to which the Respondent was hired as "Co-Trainer". The mentioned contract was valid from 1 June 2015 until 31 May 2018.

6. According to Arts. 1.2, 1.3 and 1.4 of the Contract, the Respondent was entitled to receive from the Club a fixed compensation for the season 2015/2016 in the amount of EUR 35.000 divided into 10 instalments of EUR 3.500 from August 2015 until May 2016. The same mechanism would have applied to the following two seasons, namely 2016/2017 and 2017/2018. In addition, the Club would have also paid the Coach the *"50% of the bonus according to the Professional teams' bonus system"*.

7. According to Art. 1.6 of the Contract, the Appellant would have also provided the Coach with a furnished residence and a car for private use.

8. On 6 April 2016, the Club terminated the Contract unilaterally, invoking just cause.

9. By means of a letter dated 7 July 2016, the Coach reminded the Appellant of the allegedly outstanding payment in the amount of EUR 85.000, setting a time limit of three days to remedy the default. He claims not to have received either a reply or the payment of the amount so that he reserved the right to lodge a claim before the FIFA bodies in order to receive the entire amount due for the Contract.

B. Proceedings before the FIFA Player's Status Committee

10. On 7 November 2016, the Respondent lodged a claim before FIFA Player's Status Committee (hereinafter "FIFA PSC") against the Club claiming that the Club has terminated the contract unilaterally without just cause and without informing him.

11. Furthermore, the Coach requested the total amount of EUR 167.000 from the Club – according to his players for relief – as follows:

(a) EUR 14,000 as outstanding salaries for March, April, May and June 2016;
(b) EUR 71,000 corresponding to match bonuses allegedly due;
(c) EUR 82,000 as damages for early termination of the contract.

12. Indeed, the Coach claimed that he reminded the Club of the allegedly outstanding payment in the amount of EUR 85,000 by a letter dated 7 July 2016, setting a time limit of three days for the Club to remedy the default. The Coach also added that he has never received a reply or the payment.

13. By a letter of 16 December 2017, the FIFA PSC informed the Club that a claim had been lodged against it by the Coach, inviting the Club to produce documentary evidence in its support by 23 January 2017.

14. By a letter of 23 January 2017, the Club requested an extension of at least 10 days from the original deadline date in order to collect the necessary document.

15. By letter of 24 January 2017, the FIFA PSC granted the Club a 10 day extension (i.e. until 2 February 2017), according to Art. 16 para 12 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2015. Hereinafter "the Procedural Rules").

16. On 2 February 2017, the Club filed a Reply Brief to the FIFA PSC stating that the Coach had left the country without either informing the Club or obtaining any permission. It also stated that he sent the Coach two warning letters respectively dated 18 and 31 March 2016, setting a deadline of three days, inviting him to either contact or come to the Club. Those requests remained unanswered.

17. Since according to the Club, the Respondent did not attend any training for more than 2 months and did not reply to the letter dated 31 March 2016 within the deadline, it terminated the contract with just cause and with immediate effect as of 6 April 2016.

18. By letter of 6 February 2017, the FIFA PSC invited the Coach to submit his position on the matter by 27 February 2017, along with the documentary evidence necessary to uphold his position.

19. On 10 February 2017, the Coach submitted a letter to the FIFA PSC complaining about the fact that the Club submitted various evidences in Turkish language (which is not one of the four FIFA official languages).

20. By letter of 1 March 2017, the FIFA PSC invited the Club to produce documentary evidence to back its position by 21 March 2017.

21. By letter dated 20 March 2017, the Club asked for a 10 day extension *"due to difficulties to translate all the necessary documents into English […]"*.

22. By letter dated 20 March 2017, the FIFA PSC granted the requested time extension. Hence, postponing the deadline until 31 March 2017.

23. On 31 March 2017, the Club requested a second deadline extension, which was not granted by the FIFA PSC by a letter of 3 April 2017, stating that according to Art. 16 para 12 of the Procedural Rules an extension can only be granted once.

24. As a result, in the same letter, the FIFA PSC asserted that the *"investigation-phase of the present matter is now closed"*. Hence, no further submissions from the Parties would be admitted to the file.

25. By letter of 5 July 2017, the FIFA PSC informed both Parties that the matter would be referred to a Single Judge of the Players' Status Committee. In the same letter the Coach was also asked whether he had been able to *"conclude any other employment contract(s) for the period between 7 April 2016 to date and in the affirmative to provide our services with a copy of the relevant employment contract(s)"*.

26. The Respondent submitted a copy of a contract he signed with *L'Avenir Sportif de la Marsa* (hereinafter "ASM") on 4 August 2016. He had been engaged as coach of the professional football club ASM from 11 July 2016 until 30 June 2017.

27. The Single Judge of the Players' Status Committee (hereinafter the "Single Judge"), rendered its decision on 11 July 2017, partially accepting the request of the Coach, stating *inter alia* as follows:

- According to Art.12 para 3 of the Procedural Rules any party claiming a right on the basis of an alleged fact shall carry the burden of proof.

- The Club did not provide any conclusive evidence in order to establish the circumstances prior to the early termination of the contract, as it provided FIFA with documentation and statements in Turkish only. Art. 9 para 1 of the Procedural Rules stipulates that petitions shall be submitted in one of the for official FIFA languages (French, German, English or Spanish), via the FIFA general secretariat. Thus, the Single judge considered that, for its part, the Respondent did not put forward any valid arguments in support of its position, and decided to reject such documentation and arguments.

- Only when there are objective criteria which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely.

- The Club did not allege any valid reason to prematurely terminate the latter (meaning the contract) and thus, terminated such contract without just cause.

28. The Single Judge decided that according to the principle of *pacta sent servanda*, the Club breached its contractual obligations towards the Coach and should pay him within 30 days as from the date of notification of the decision the following amount of:

- *EUR 3.500 as outstanding salary in accordance to art. 1 of the contract;*
- *EUR 58.258 as compensation for breach of contract*

29. The latter amount corresponding to the sum due for the period starting from the end of season 2015/2016, i.e. April until the last month of season 2017/2018, i.e. 31 May 2018 minus EUR 22.242, which is the remuneration the coach received for the period of his new employment contract from 11 July 2016 until 30 June 2017.

30. With regard to the bonuses requested by the Coach, the Single Judge decided that *"since the Coach did not provide any documentary evidence to support his claim for the payment of the amount of EUR 71,000 as outstanding bonuses during the investigation"*, according to Art. 12 para 3 he had not been able to establish his entitlement to any bonuses. Hence, the Single Judge rejected his request.

31. The grounds of the decision of the FIFA Players' Status Committee were notified to the Parties on 9 October 2017.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

On 27 October 2017, in accordance with Arts. R47 et seq. of the Code of Sports-Related Arbitration (edition 2017) (hereinafter "the CAS Code"), the Club filed its statement of appeal against the Coach before the Court of Arbitration for Sport ("the CAS"), with reference to the decision rendered by FIFA Players' Status Committee on 9 October 2017. It also requested that the dispute be submitted to a sole arbitrator. The Appellant requested to proceed in English and applied for the stay of the challenged decision[1].

32. On 1 November 2017 the CAS Court Office invited the Appellant to inform the CAS Court Office whether it maintains or withdraws its application for a stay of the challenged decision, in view of the fact that a decision of financial nature issued by a Private Swiss association is not enforceable while under appeal.

33. On 4 November 2017, the Club informed the CAS Court Office of its agreement that the present dispute be submitted to a sole arbitrator. Secondly, the Respondent objected with English as the language of the proceedings and requested to proceed in French.

34. On 8 November 2017, the Club filed an Appeal Brief, pursuant to Art. R51 of the CAS Code with the CAS.

35. On 10 November, the Appellant insisted that it wanted to maintain English as the language of the arbitral procedure in question.

36. On 13 November 2017, the CAS Court Office stated that due to the disagreement between the Parties on the language of the arbitration, an Order on Language would be rendered by the President of the CAS Appeals Arbitration Division, or her Deputy, in accordance with Art. R29 of the CAS Code.

[1] [Paragraph without numbering in original award].

37. On 15 November 2017 and as the Appellant remained silent when asked whether it wished to maintain its request for a stay of the challenged decision, the Respondent was invited to file an answer to the request for provisional measures. On the same day, the Respondent filed his answer to the request for a stay of the challenged decision.

38. On 29 November 2017, the CAS Court Office informed the Parties that the President of the Appeals Arbitration Division had decided by means of an Order on Language that, pursuant to Art. R29 of the CAS Code, the language of the arbitral proceedings would be English.

39. On 4 December 2017, the President of the Appeals Arbitration Division rendered an Order on the Appellant's request for a stay and dismissed such request.

40. On 20 December 2017, pursuant to Art. R54 of the CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the arbitral tribunal appointed to decide the present matter was constituted by a Sole Arbitrator: Mr Jacopo Tognon, Attorney-at-Law in Padova, Italy.

41. On 2 January 2018, the Responded filed his Answer, pursuant to Art. R55 of the CAS Code.

42. On 5 January 2018, the Parties were invited to state whether they requested that hearing would take place in these proceedings.

43. On 7 and 10 January 2018 respectively, upon being invited to express their opinions in this respect, the Respondent and the Appellant indicated that their preference for the Sole Arbitrator to issue an award solely based on the Parties' written submissions.

44. On 16 January 2018, the CAS Court Office informed the Parties that, pursuant to Art. R57 of the Code, the Sole Arbitrator deemed himself to be sufficiently well informed to decide this matter on the basis of the Parties' written submissions and without the need to hold a hearing.

45. On 16 January 2018, the CAS Court Office sent to the Parties the Order of Procedure.

46. On 19 and 23 January 2017 respectively, the Respondent and the Appellant returned the signed Order of Procedure.

IV. SUBMISSIONS OF THE PARTIES

47. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, whether or not there is a specific reference to them in the following summary.

48. The submissions of the Appellant, may be summarised as follows:

- *"The Appellant appeals the mentioned decision due to 2 fundamental flaws and misevaluation. Firstly, the contract was early terminated due to the fact that the Respondent left Turkey without getting any*

permission and informing the Club and he did not come back. Secondly, the Appellant imposed monetary sanctions amounting 3.000 EUR and 4.000 EUR due to his absence for more than 15 (fifteen) days".

- According to Annex 2, the Club granted the Coach 30 days permission until 20.10.2015. Nevertheless, the Coach did not go back to Turkey after the mentioned period.

- On 11 March 2016, according to Annex 4, the Club served a notice to the Coach in order to investigate the reason of his absence.

- According to the officially declaratory statements of the notary public, the Coach was absent from 10 March 2016 until 31 March 2016 (Annex 5).

- The Club issued a second warning letter on 18 March 2016, granting the Coach 72 hours for providing the Club with an explanatory defence (Annex 6).

- Not having received any reply the Club requested the Coach to submit his explanation and defence by 5 days from the third warning letter dated 31 March 2016. It also stated that in case of no reply, the Club would terminate the contract with just cause (Annex 8).

- On 6 April 2016, the Club terminated the contract with just cause and immediate effect (Annex 9).

- Finally, the Club imposed two monetary fines upon the Coach, amounting to EUR 7.000 in total, on two different dates. (Annexes 7 and 8).

49. The Appellant requested CAS to:

"1- To cancel the decision in total and decide that the Appellant has no debt towards to the Respondent under the name of overdue remuneration or compensation,

2- To fix a sum of CHF 5.000.- (Five Thousand Swiss Francs Only) to be paid by the Respondent to the Appellant, to help the payment of its legal fees and cost".

50. The submissions of the Coach, in essence, may be summarised as follows:

- The Club did not pay to the Coach the following amounts, in breach of his contract: EUR 14.000 as wages from March until June 2016 in addition to EUR 71.000 for unpaid match bonuses.

- The club hired another assistant coach without informing the Coach or terminating the contract amicably.

- The Coach did not leave Turkey during the permission time he was granted, since he stayed close to his wife who, according to Annex 1 (Act of birth), gave birth to their child.

- According to the testimony of Mr Yaser Calisir – a Turkish National Agent –, dated 26 December 2017, the Club was responsible for several actions towards the Respondent:

"no payment of wages, no payment of housing bills, prohibition to work, replacement by a new assistant without any valid reason and without no warning" (Annex 2).

- The Club translator, Mr. Aydegmos of Turkish nationality, stated in a letter dated 21 December 2017, that the Club replaced the Coach in February 2016 and give to this person the Coach's housing (Annex 3).

- The 3 warning letters presented by the Club were never received by the Coach. Indeed, they do not show any indication or notice of acknowledgement of receipt by the Respondent.

- The Respondent was prevented from entering the field without any valid reason, after the Club hired a new assistant-coach, according to the testimonies. He was also evicted from his house.

51. The Respondent requested CAS to:

"1. The appeal filed by the Appellant, Club Osmanlispor FK, Turkey, against the Decision taken by FIFA Players' Status Committee Single Judge of date 11 July 2017 to be dismissed.

2. To confirm the decision issued by FIFA Players' Status Committee Single Judge of date 11 July 2017.

3. The arbitration costs to be carried out by the Appellant, Club Osmanlispor FK, Turkey.

4. To oblige the Appellant, Club Osmanlispor FK, Turkey, to reimburse the Respondent, Coach Thomas Mark Friederich, Germany, with the advocacy costs, amounting to EUR 20,000.00".

V. JURISDICTION

52. The jurisdiction of CAS, which is not disputed, derives from Article 58(1) FIFA Statutes (2016 edition) as it determines that *"[a]ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question"* and Art. R47 of the CAS Code.

53. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

54. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

55. Art. 58, para 1, of the FIFA Statutes states:

"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question".

56. The grounds of the Appealed Decision were notified to the Parties on 9 October 2017.

57. The Club lodged its Statement of Appeal on 27 October 2017, within the time limit stipulated by the joint reading of Art. R49 of the Code and Art. 58, para. 1, of the FIFA Statutes.

58. Consequently, the appeal was filed within the deadline of twenty-one days set by Art. 58(1) FIFA Statutes. The appeal complied with all other requirements of Art. R48 of the CAS Code, including the payment of the CAS Court Office fee.

59. It follows that the appeal is admissible.

VII. APPLICABLE LAW

60. Art. 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".

61. Art. 57(2) FIFA Statutes stipulates as follows:

"The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

62. Consequently, the Sole Arbitrator will decide the present dispute primarily in accordance with the FIFA Regulations and, subsidiarily Swiss law, should the need arise to fill a possible gap in the various regulations of FIFA.

VIII. MERITS

63. The questions to be addressed by the Sole Arbitrator are the following:

a) *Are the documents translated into English and provided by the Appellant in the Appeal Brief admissible (and relevant) in these proceedings?*

b) *Did the Appellant have just cause to unilaterally terminate the Contract?*

c) *If so, what are the consequences of the existence of just cause?*

a) Are the documents translated into English and provided by the Appellant in the Appeal Brief admissible (and relevant) in these proceedings?

64. As mentioned in the challenged decision, before FIFA the Club provided documentation and statements only in Turkish and was deemed not to have put forward any valid argument in support of its position. As a result, the FIFA PSC Single Judge's decision, stated that the Club terminated the Contract without just cause.

65. Notwithstanding the above, the Sole Arbitrator has taken due note that the documentation (enclosed in the Appeal Brief from Annex 2 to Annex 9) is now completed with the relevant English translations.

66. Art. R57 of the Code provides as follows:

"The Panel has full power to review the facts and the law (…). The Panel has the discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered (…)".

67. Under Art. R57, para. 1, of the Code, and in line with the consistent jurisprudence of the CAS, the Sole Arbitrator has full power to review the facts and the law. The Sole Arbitrator therefore deals with the case *de novo*, evaluating all facts and legal issues involved in the dispute. However, this *de novo*-mandate only applies to the matter in dispute that has been brought before this Sole Arbitrator. The matter in dispute is defined by the requests of the Parties and the facts of the case.

68. In this regard, the Sole Arbitrator considers that his inherent discretion to exclude certain evidence under Art. R57, para. 3, should be construed in accordance with the fundamental principle of the *de novo* power to review, as specified above, which is well established in a long standing CAS jurisprudence.

69. Therefore, the standards of review should not be undermined by an overly restrictive interpretation of this rule. As such, the discretion to exclude evidence should be exercised with caution, for example in situations where a party may have engaged in abusive procedural behavior or in any other facts or circumstances where the Sole Arbitrator might, in his discretion, consider either unfair or inappropriate to admit new evidence.

70. It is the Sole Arbitrator's understanding that, as also not contested by the Respondent, the Appellant attempted to collect these evidences (i.e.: the translation of the documents originally submitted in Turkish) during the FIFA proceedings.

71. It is evident that these documents are completely in line with the arguments presented in the FIFA PSC file so that their filing in these proceedings do not seem to represent an abusive procedural behavior.

72. In other words, the Sole Arbitrator does not consider unfair or inappropriate to admit the "new" evidences at this stage since their existence was known to the Coach even before the first instance proceedings were concluded.

73. Moreover, the Respondent had the full opportunity to discuss these evidences at this stage and to comment on them so that no violation of the right to be heard occurred in the case at stake.

74. Finally, the Respondent did not object to the admissibility of the documents at stake.

75. Therefore, all the annexes enclosed in the Appeal Brief (including those which were not considered by the FIFA PSC) are admissible in these proceedings.

b) Did the Appellant have just cause to unilaterally terminate the Contract?

76. Having established the admissibility of the relevant translation of the documents annexed to the Appeal Brief, now the Sole Arbitrator turns to the merit of the case.

77. Bearing in mind all the statements and arguments introduced by the Parties, this Sole Arbitrator has to fully disagree with the findings of the first decision.

78. In fact, it appears from the documents of the case that the Coach, after obtaining a 30-day permit to be absent (from 20 October 2015 to 20 November 2015) simply disappeared without giving any notice.

79. By reading the documents of the case at stake it is clear that the Club did not hear from the Coach during the period which elapsed between the expiry of the permission to be absent and the day in which the public notary started to record the Coach's absence (10 March 2016).

80. Furthermore, it is undisputable:

1) the absence of the Coach during the trainings in March 2016 (from 10 March 2016 to 31 March 2016);

2) the sanctions imposed by the Club according to the letters dated 23 March 2016 and 31 March 2016;

3) the termination of the Contract for just cause by the Club via letter dated 6 April 2016;

81. The Sole Arbitrator further notes that the Respondent does not appear to deny that he was absent from Club training since 20 November 2015. In fact, what the Coach alleges is that he was dismissed and replaced by another assistant coach since February 2016 and that, consequently, it was the Club who terminated the Contract in February 2016, without just cause.

82. In this respect, the Sole Arbitrator wishes to make the following remarks.

83. First of all, the Respondent does not deny at least being absent from the Club between 20 November 2015 (the expiry of his authorisation to be absent) and February 2016 (date when he alleges he was dismissed).

84. Second, the only evidence provided by the Coach in support of his contention that he was dismissed in February 2016 are two testimonies. With regard to the testimony of the Turkish agent, its reliability seems very doubtful. First because of his role as Coach's agent and second because his testimony has very limited information. For example, it does not even state when the Coach would have been allegedly dismissed. Regarding the witness statement from the Club translator, it never states that the Coach was dismissed and appears to be irrelevant.

85. Third, considering that the Respondent does not deny having been absent from 20 November 2015 at least until February 2016 without providing any explanations, the Sole Arbitrator wishes to note that it would not appear unreasonable that the Club had decided, as a result, to have engaged an assistant coach to help with training activities. This does not mean necessarily that the Club had dismissed the Coach. In fact, the circumstance that the Club served notices on the Coach in March 2016 asking for explanations as to his absence clearly suggests otherwise.

86. Finally, it is noteworthy that the first letter sent by the Coach was only sent on 7 July 2016. It is somewhat questionable the fact that he only showed interest about the matter, three months after the end of the Contract. Indeed, it seems to the Sole Arbitrator that the Coach, who had not shown any interest in performing the Contract since October 2015, tried to take advantage of the situation which had arisen by attempting to introduce his own justification regarding the termination of the Contract itself.

87. Carefully considering all the elements and argumentations introduced by the Parties, the logical consequence is that the original claim lodged by the Coach would have been dismissed had the entire documentation which is now at the disposal of the Sole Arbitrator also been available to FIFA.

88. It is the Sole Arbitrator's opinion that it was the Coach who breached the Contract and that the Club was forced to end the Contract due to the Coach's unjustified prolonged absence. That was indeed the only viable solution. The Sole Arbitrator consequently finds that the Club did have just cause to unilaterally terminate the Contract.

c) If so, what are the consequences of the existence of just cause?

89. Having the Club ended the contract with just cause, it is evident that there can be no entitlement of the Coach to compensation.

90. Furthermore, even though the Contract was ended by the Club on April 2016, the outstanding payment of the Coach's salary of March 2016, is also not due. Indeed, according to the principle of *inadimplenti non est adimplendum* since that it is not disputed that the Coach was absent from Club activities during March 2016 and that the Sole Arbitrator has decided that there is no adequate evidence that he was ever dismissed in February 2016, the Club does not hold any obligation to pay the Coach for that month.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed on 27 October 2017 by the Club Osmanlıspor FK against the decision issued on 11 July 2017 by the Single Judge of the Players' Status Committee of the *Fédération Internationale de Football Association* is partially upheld.

2. The decision issued on 11 July 2017 by Single Judge of the Players' Status Committee of the *Fédération Internationale de Football Association* is set aside.

3. (…).

4. (…).

5. Any other and further motions or prayers for relief are dismissed.