



**Arbitration CAS 2018/A/5598 Rafael Epstein v. FC Lokomotiv Moscow, award of 4 January 2019**

Panel: Mr Manfred Nan (The Netherlands), President; Prof. Martin Schimke (Germany); Mrs Anna Bordiugova (Ukraine)

*Football*

*Agency contract*

*Validity of authorization granted to agent not complying with the requirement of a representation agreement of the PAR*

*Authorization granted to agent limited to conduct negotiations regarding possible transfer of a player*

*Burden of proof regarding agency commission*

- 1. The FIFA Players' Agents Regulations (PAR) clearly establish the sanctions to be imposed on an agent who does not comply with its obligations. However, the invalidity of an agreement is not one of the consequences provided by the applicable provision. In this respect, an authorization granted by a club to a players' agent in favour of the agent with the sole purpose to conduct negotiations regarding the possible transfer of a player, but not entitling the agent to sign any documents or to conclude any deals on behalf of the club is not to be declared null and void simply because it does not comply with all requirements of a representation agreement set by the FIFA PAR.**
- 2. The duties or responsibilities arising from an authorization or mandate granted by a club to a players' agent with the sole purpose for the agent to conduct negotiations regarding the possible transfer of a player, but not entitling the agent to sign any documents or to conclude any deals on behalf of the club, are not necessarily the same as those arising from a representation agreement that is concluded in accordance with the FIFA PAR. In practice, clubs and players may give a mandate to an agent to "test the water" and only later appoint the agent officially to negotiate a transaction on their behalf pursuant to a representation agreement. However, such authorization or mandate is not an agency agreement on its own. Rather, identifying an opportunity does not necessarily entitle such players' agent to an agency fee, irrespective of whether that opportunity finally materializes; only when a club or a player commit themselves to remunerate the players' agent for activities performed can a players' agent demand such remuneration. Accordingly, an agent who considers that he should be remunerated for merely identifying the opportunity to transfer a player to a club, provided such transfer would indeed materialize, should make sure that this is incorporated in the authorization.**
- 3. In the absence of any written agreement it is upon an agent to demonstrate that the parties had agreed upon a rate of commission. In circumstances where, beyond the agent's own testimony, no evidence is presented to corroborate an alleged agreement on a rate of commission, where further the agent changed his version of the factual**

circumstances that allegedly resulted in the oral agreement during the proceedings in front of CAS and where it remains unclear based on which performance such agency fee would be triggered, *e.g.* upon facilitating the negotiations, conducting the negotiations, the conclusion of a transfer agreement *etc.*, it may be held that the agent failed to establish the conclusion of an oral agreement concerning a specific agency fee.

## I. PARTIES

1. Mr Rafael Epstein (the “Appellant” or the “Agent”) is a players’ agent of Israeli nationality, licensed at the relevant moment in time by the Israel Football Association (the “IFA”), which in turn is affiliated to the Fédération Internationale de Football Association (“FIFA”).
2. FC Lokomotiv Moscow (the “Respondent” or the “Club”) is a football club with its registered office in Moscow, Russia. The Club is registered with the Football Union of Russia (the “FUR”), which in turn is also affiliated to FIFA.

## II. INTRODUCTION

3. The present appeal arbitration proceedings concern an appeal brought by the Agent against the decision of the Single Judge of the Player’s Status Committee of FIFA (the “FIFA PSC Single Judge”) dated 29 August 2017 (the “Appealed Decision”), by means of which the Agent’s claim that the Club be ordered to pay him an amount of EUR 550,000 plus 5% interest for services rendered in the context of negotiating a possible transfer of N. (the “Player”) from the Turkish football club FC Akhizar Belediyespor (“FC Akhizar”) to the Club, was dismissed.

## III. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the parties’ written and oral submissions and the evidence examined in the course of the present appeal arbitration proceedings and the hearing. This background information is set out 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 discussion in the section on the merits.

### A. Background Facts

5. On 5 July 2014, Ms Olga Smorodskaya, the Club’s President, issued an “*Authorization*” (the “Authorization”), duly signed and stamped, to the Agent, providing as follows:

*“By this Authorization [the Club] authorizes the licensed [Agent] to represent the Club and to act on behalf of the Club in relations with [FC Akhizar] and with the [Player], with the right to conduct negotiations*

*regarding possible transfer of the Player from [FC Akhizar] to [the Club], without prejudice, and without the right to sign any documents on behalf of the Club or to effect any deals on behalf of the Club.*

*The present Authorization is valid until 20 July 2014”.*

6. According to the Agent, he also reached an oral agreement with the Club’s President that in case the Player would transfer to the Club, he would be paid a commission equivalent to 10% of the transfer fee as a lump sum. The existence of such oral agreement is disputed by the Club.
7. On 7 July 2014, the Club concluded a contract with Ms Natalia Sergeyevna Dodonova, practicing lawyer in Moscow, Russia, for her to *“arrange transfer of the [Player] from [FC Akhizar] to [the Club] until 31.07.2014”.*
8. On 10 July 2014, a meeting took place in Moscow, Russia (the “Moscow Meeting”) that was attended by i) Mr Kotov, former Sports Director of the Club; ii) Mr Riskin, representative of Mr Kotov; iii) “Oleg”, other representative of the Club; iv) Mr Rita, representative of the Player and, according to the Agent, also of FC Akhizar; v) the Agent; and vi) Mr Kritzer, alleged business partner of the Agent. The parties have divergent views on what was discussed and agreed upon during the Moscow Meeting.
9. It is undisputed between the parties that shortly after the Moscow Meeting, the Agent was no longer involved in the negotiations that followed and ultimately resulted in the transfer of the Player from FC Akhizar to the Club.
10. On 16 July 2014, the Club and FC Akhizar concluded a transfer agreement (the “Transfer Agreement”) for the transfer of the Player from FC Akhizar to the Club for a transfer fee of EUR 6,000,000. Clause 2.1 of the Transfer Agreement determines as follows:  
  
*“Validity of this Agreement depends on the conclusion of a professional football player employment agreement between the Player and [the Club], pursuant to the laws of the Russian Federation and FIFA rules”.*
11. On 19 July 2014, counsel for the Agent issued a letter to the Club’s President, determining as follows:

*“On behalf of our clients, licensed player agent Rafael Epstein and licensed player agent Gregory Kritzer (hereinafter: “The Agents”) we hereby to address you as follows:*

1. *Following [the Club’s] request, the agents provided their services to [the Club] contacting [FC Akhizar] and the agent of the [Player] and negotiating the permanent transfer of the [Player] from [FC Akhizar] to [the Club].*
2. *The agents’ services, based upon an authorization from [the Club] to the agents dated 5 July 2014, included contact and negotiation meetings with both clubs’ representatives. Additionally, the agents managed to set up negotiation meetings including the player’s agent Mr. Ivo Laurengo together with [the Club’s] representatives at the city of Moscow.*

*Based on the agents' services the player will be transferred shortly to Lokomotiv and will conclude an employment agreement with Lokomotiv according to the terms negotiated by the agents.*

3. *The agents wish to emphasize that they will not waive [sic] their entitlement for 10% from the player's permanent transfer payment. Consequently, you are hereby requested to pay the agents the amount of 550,000 Euros as agreed between Lokomotiv and the agents.*
  4. *Nothing in this letter is intended to be nor should it be construed as a waiver or relinquishment of any of the agent's rights, claims, arguments or the agent's remedies and all such rights, claims, arguments and remedies are hereby reserved" (emphasis in original).*
12. On 22 July 2014, the Agent reiterated his request to the Club to pay *"the Agents EUR 550'000, no later than 7 days from today"*.
13. On 24 July 2014, the Club's Legal Director answered the Agent's letters dated 19 and 22 July 2014 that were sent by counsel for the Agent, *inter alia*, as follows:

*"We don't know whether you are authorized to act on behalf of Mr. Epstein and Mr. Krizler, as no proof of your authorization has been provided, however we must pay your attention to the fact that the information you have is wrong and the circumstances described in your letters are nothing in common with the reality.*

*First of all we never requested any services to be provided by Mr. Gregory Krizler. Therefore we never authorized him to contact any football clubs nor players on behalf of [the Club].*

*The authorization of 5 July 2014, to which you refer, was given to Mr. Epstein on a non-exclusive basis and for the limited period of time and it didn't lead to the transfer.*

*We don't know whether Mr. Epstein tried to do something as you described or not, but we do know that Mr. Epstein didn't reach any agreement with the Turkish club. Your statement that "Based upon the Agents' services the player was transferred to Lokomotiv for the amount of EUR 5,500,000 – terms that were specifically agreed between the Agents and the player's agent" is nothing but mere allegation. This is naturally the matter of confidentiality, but we assure you that the player has never been transferred to Lokomotiv on the terms that you specified as "agreed between the Agents and the player's agent".*

*Another question is why the transfer fee was (allegedly) agreed between the Agents (allegedly hired by [the Club]) and the agent of the player? If the Agents really did so, we don't think the Agents chose the right person to negotiate with.*

*Finally, we took duly note that "The agents ... will not waive their entitlement for 10% from the player's permanent transfer payment", however we must also note that in order to waive an entitlement they first have to be entitled. Obviously they aren't as they haven't been engaged, they haven't provided services that led to transfer and, naturally, the amount of "10%" is nothing but imagination fruit which has never been "agreed between [the Club] and agents", despite of your allegation.*

*We would also appreciate if you could clarify what did you mean writing about a "positive history between Agents and [the Club], who did not fail paying the Agents 10% commission for previous services provided by the Agents to [the Club]"? We know nothing about such "positive history".*

14. The Club's letter remained unanswered by the Agent and the Club did not pay any commission to the Agent.
15. On 28 July 2014, the Club and the Player concluded an employment contract (the "Employment Contract").

**B. Proceedings before the Single Judge of the Players' Status Committee of FIFA**

16. On 4 September 2014, the Agent lodged a claim against the Club in front of FIFA, claiming a commission fee of EUR 550,000 (or no less than 10% from the transfer fee paid to FC Akhizar) plus 5% interest for services rendered to the Club in respect of the transfer of the Player to the Club.
17. The Club rejected the Agent's claim in its entirety.
18. On 29 August 2017, the FIFA PSC Single Judge issued the Appealed Decision, with the following operative part:
  - “1. *The claim of the [Agent] is rejected.*
  2. *The final costs of the proceedings in the amount of CHF 20,000 are to be paid by the [Agent] to FIFA. Considering that the [Agent] already paid the amount of CHF 5,000 as advance of costs at the start of the present proceedings, the latter has to pay the remaining amount of CHF 15,000 **within 30 days** as from the date of notification of the present decision to the following bank account [...]*” (emphasis in original).
19. On 9 February 2018, the grounds of the Appealed Decision were communicated to the parties by email, determining, *inter alia*, as follows:
  - “[...] [O]n 5 July 2014, the [Club] granted an “Authorization” in favour of the [Agent] with the sole purpose to “conduct negotiations regarding possible transfer of the player from [FC Akhizar] to [the Club], without prejudice and without the right to sign any documents on behalf of the [Club] or to effect any deals on behalf of the [Club]”. The Single Judge also observed that such “Authorization” was valid until 20 July 2014.
  - Equally, the Single Judge noted that, on 16 July 2014, [FC Akhizar] and the [Club] signed a transfer agreement for the transfer of the [Player]; and, on 28 July 2014, the [Club] and the [Player] concluded an employment contract.
  - In continuation, the Single Judge noticed that, on the one hand, the [Agent] held that he was actively involved in the transfer of the [Player] to the [Club]. Consequently, and as allegedly agreed upon by the parties following the signature of the “Authorization”, the [Agent] deemed to be entitled to 10% of the transfer fee paid by [FC Akhizar] to the [Club].

- *The Single Judge acknowledged that, for its part, the [Club] rejected the [Agent's] allegations, maintaining that there was no representation contract or any other contract concluded with the [Agent] in connection with said transfer.*
- *Considering the aforementioned, the Single Judge recalled that, as clearly established in art. 19 par. 1 of the Regulations, a players' agent shall be permitted to represent a player or a club only by concluding the relevant written representation contract with that player or club. Furthermore, as stated in art. 19 par. 4 and 5 of the Regulations, the representation contract shall explicitly state who is responsible for paying the players' agent and in what manner; such a representation contract must contain the following minimum details: the names of the parties, the duration and the remuneration due to the players' agent, the general terms of payment, the date of completion and the signature of the parties. Besides, in accordance with art. 20 par. 5 of the Regulations, a players' agent who has been contracted by a club shall be remunerated for his services by payment of a lump sum that has been agreed upon in advance.*
- *Equally, the Single Judge further emphasised that, in accordance with art. 12 par. 3 of the Procedural Rules, the burden of proof has to be carried by the party claiming a right on the basis of an alleged fact.*
- *Bearing in mind the above, the Single Judge first of all highlighted that the "Authorization" signed by the [Club] in favour of the [Agent] does not comply with the minimum prerequisites listed in art. 19 par. 5 of the Regulations. In particular, the Single Judge pointed out that such "Authorization" did not foresee any provision as to the remuneration due to the [Agent] in the event of successful negotiations or in the event of effective transfer of the player to the Respondent.*
- *In addition, the Single Judge emphasised that the [Agent] did not provide any conclusive documentary evidence, such as a supplementary agreement to the "Authorization" or any other written document, in order to support his claim for the payment of a commission fee based on 10% of the transfer compensation paid to the Respondent [sic] for the transfer of the [Player]. Indeed, the Single Judge pointed out that the requested percentage was merely based on an alleged agreement between the parties, of which there is no evidence whatsoever.*
- *As a result, and referring to art. 19 of the Regulations as well as considering that no written agreement between the [Agent] and the [Club] seemed to exist in connection with the payment of a commission to the [Agent] in relation to the [Player's] move to the [Club], the Single Judge concluded that the claim of the [Agent] in this regard had to be rejected as it lacked legal basis.*
- *Accordingly, in view of the aforementioned conclusion, the Single Judge decided that the question of whether the [Agent] had taken part in the negotiations of the relevant transfer of the [Player] had become moot.*
- *[...]*

#### **IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

20. On 1 March 2018, the Agent lodged a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") in accordance with Articles R47 and R48 of the Code of Sports-related

Arbitration (2017 edition) (the “CAS Code”). In this submission, the Agent nominated Prof Dr Martin Schimke, Attorney-at-Law in Dusseldorf, Germany, as arbitrator.

21. On 6 March 2018, the CAS Court Office acknowledged receipt of the Agent’s Statement of Appeal and, *inter alia*, granted the Club a time limit of ten days to nominate an arbitrator, indicating that if it would fail to nominate an arbitrator, the President of the CAS Appeals Arbitrator Division, or her Deputy, would proceed with the appointment *in lieu* of the Club.
22. On 14 March 2018, FIFA informed the CAS Court Office that it renounced its right to request its possible intervention in the present arbitration proceedings.
23. On 21 March 2018, the CAS Court Office informed the parties that, in the absence of any nomination of an arbitrator by the Club within the granted deadline, it was for the President of the CAS Appeals Arbitration Division, or her Deputy, to nominate an arbitrator *in lieu* of the Club, pursuant to Article R53 CAS Code.
24. Also on 21 March 2018, the Club nominated an arbitrator, following which the Agent was invited to inform the CAS Court Office whether he had any objection to the late nomination of an arbitrator by the Club.
25. On 22 March 2018, following an objection from the Agent to the late nomination of the arbitrator by the Club, the CAS Court Office informed the parties that the President of the CAS Appeals Arbitration Division, or her Deputy, would proceed with the appointment of an arbitrator *in lieu* of the Club.
26. On 16 April 2018, the Agent filed his Appeal Brief, in accordance with Article R51 CAS Code.
27. On 24 April 2018, the Agent requested the dispute to be submitted to a sole arbitrator.
28. On 27 April 2018, the Club objected to the Agent’s request, proposing to pay its share of the advance of costs subject to the Agent’s agreement to submit the present matter to a three-member panel.
29. On the same date, the Agent withdrew his request to submit the dispute to a sole arbitrator.
30. On 17 May 2018, pursuant to Article R54 CAS Code, the CAS Court Office informed the parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:
  - Mr Manfred Nan, Attorney-at-Law in Arnhem, the Netherlands, as President;
  - Prof Dr Martin Schimke, Attorney-at-Law in Dusseldorf, Germany, and
  - Dr Anna Bordiugova, Attorney-at-Law in Kiev, Ukraine, as arbitrators.
31. On 13 June 2018, the Club filed its Answer, in accordance with Article R55 CAS Code.

32. On 18 June 2018, following an invitation to the parties to express their views in this respect, the Club informed the CAS Court Office of its preference that the award be rendered on the basis of the parties' written submissions only.
33. On 20 June 2018, the Agent informed the CAS Court Office that he insisted on a hearing being held. The Agent also challenged the admissibility of the Answer filed by the Club, because it was allegedly filed late. The time limit to file the Answer expired on 11 June 2018, but it was only filed on 13 June 2018. The Club had argued that this was due to the fact that 11 and 12 June 2018 were national holidays in Russia, but the Agent maintained that the Club is represented by counsel based in Bulgaria, where the Russian national holidays did not apply.
34. Also on 20 June 2018, the Club commented on the admissibility of the appeal, submitting that the Answer was timely filed due to the fact that it had informed the CAS Court Office that the Club would be represented by counsel based in Russia, as a consequence of which the national holidays in Russia were applicable.
35. On 22 June 2018, on behalf of the Panel and pursuant to Article R44.3 CAS Code, the CAS Court Office gave the parties the following procedural directions:

*“[T]he Respondent is ordered to provide the CAS Court Office, by 29 June 2018, with a copy of the TMS employment contract between the [Player] and the [Club].*

*In addition to the above, I inform the parties that the Panel has decided to declare the [Club's] answer admissible, in consideration of the fact that, by its letter of 6 June 2018, the [Club] had expressly requested the CAS Court Office that all further correspondence should be sent to SILA International Lawyers offices in Moscow, Russia”.*
36. On 25 June 2018, following a statement from the Club that the transfer agreement uploaded to the TMS by the Club was already adduced with the Answer, the CAS Court Office, on behalf of the President of the Panel, clarified that it was ordered to disclose a copy of the TMS employment contract between the Player and the Club.
37. On 26 June 2018, the Club provided a copy of the TMS-downloaded employment contract dated 28 July 2014 between the Player and the Club.
38. On 11 July 2018, the CAS Court Office informed the parties that the Panel had decided to hold a hearing.
39. On 31 July 2018, following a request of the President of the Panel, pursuant to Article R57 CAS Code, FIFA provided the CAS Court Office with a copy of its file on the procedure leading to the Appealed Decision.
40. On 6 August 2018, both parties informed the CAS Court Office of the persons scheduled to attend the hearing.



41. On 7 August 2018, following an objection filed by the Club against the proposed attendance at the hearing by Mr Tzvi Gregory Kritzer as the Agent's business partner, the CAS Court Office invited the Agent to clarify in which role Mr Kritzer would participate in the hearing.
42. On 8 August 2018, the CAS Court Office sent the parties the Order of Procedure, which was returned duly signed on 9 and 10 August 2018, by the Agent and the Club, respectively.
43. On 9 August 2018, the CAS Court Office informed the parties that Mr Dennis Koolaard, Attorney-at-Law in Arnhem, the Netherlands, had been appointed as *Ad hoc* Clerk.
44. Also on 9 August 2018, the Agent clarified that it never proposed to hear Mr Kritzer as a witness and that, as business partner of the Agent, Mr Kritzer "*has a vital interest in the outcome of this proceeding and wishes to be present at the hearing*".
45. On 10 August 2018, the Club reiterated its objection against the attendance of the hearing by Mr Kritzer.
46. On 16 August 2018, the CAS Court Office informed the parties that the Panel had decided not to allow Mr Kritzer to participate in the hearing and that the reasons for the Panel's decision would be communicated to the parties at the hearing.
47. On 4 September 2017, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, both parties confirmed not to have any objection as to the constitution and composition of the Panel.
48. In addition to the Panel, Ms Carolin Fischer, Counsel to the CAS, and Mr Dennis Koolaard, *Ad hoc* Clerk, the following persons attended the hearing:
  - a) For the Agent:
    - 1) Mr Rafael Epstein, Agent;
    - 2) Mr Roy Levy, Counsel;
    - 3) Mr Nir Inbar, Counsel
  - b) For the Club:
    - 1) Mr Georgi Gradev, Counsel;
    - 2) Mr Mikhail Prokopets, Counsel;
    - 3) Ms Maria Tokmakova, Counsel.
49. At the start of the hearing, the Panel explained that Mr Kritzer could not attend the hearing, because he had not been called as a witness, because he was not a party, and because he was not a legal representative of the Agent. As stipulated in Article R44.2 CAS Code, unless both parties agree, hearings are not public. Given the objection filed by the Club, the Panel considered that it had no alternative but to conclude that Mr Kritzer could not attend.

50. The Panel heard the evidence of Mr Epstein. Mr Epstein was invited by the President of the Panel to tell the truth subject to the sanctions of perjury under Swiss law. Both parties and the Panel had the opportunity to examine and cross-examine Mr Epstein.
51. Both parties had full opportunity to present their case, submit their arguments and answer the questions posed by the members of the Panel.
52. Before the hearing was concluded, both parties expressly stated that they did not have any objection with the procedure adopted by the Panel and that their right to be heard had been respected.
53. The Panel confirms that it carefully heard and took into account in its discussions and subsequent deliberations all of the submissions, evidence, and arguments presented by the parties, even if they have not been specifically summarised or referred to in the present award.

## V. SUBMISSIONS OF THE PARTIES

### A. The Agent

54. The Agent submitted the following requests for relief:
  - “1. *set aside the decision passed by the Single Judge of the Player’s Status Committee of FIFA dated 29 August 2017.*
  2. *order the Respondent to pay the Appellant EUR 600,000 plus 5% interest p.a. as of 16 July 2014.*
  3. *order the Respondent, or in the alternative FIFA to produce from TMS the Transfer Agreement regarding the transfer of N. from FC Akhizar Belediyespor Turkey to the Respondent and the Employment Agreement of N. signed by the Respondent;*
  4. *order the Respondent to bear the costs of the FIFA and the CAS proceedings, and to fully compensate the Appellant for his legal fees”.*
55. The Agent’s submissions, in essence, may be summarised as follows:
  - In the proceedings CAS 2011/A/2660, CAS dealt with a very similar case like the present one and the same structure is followed in the Agent’s reasoning.
  - As to whether the parties concluded an agency agreement relating to a transfer of the Player, it is submitted that the Authorization must be considered as an agency agreement. The Authorization was issued by the Club and the key message of it is that the Agent was entitled to start negotiations on behalf of the Club related to a possible transfer of the Player to FC Akhizar. The only difference with the mandate at stake in the case CAS 2011/A/2660 is that the Authorization was not provided on an exclusive basis, but this is also no legal requirement for an agency agreement.

- As to whether the Authorization was formally valid, it is submitted that this is the case. Just as in the case CAS 2011/A/2660, the Authorization should be considered as valid despite the fact that it does not comply with the formal requirements set out in the FIFA Players' Agents Regulations (the "FIFA PAR"), in particular the absence of an agreement on the payment of a commission. The Appealed Decision is clearly inconsistent with CAS jurisprudence. It is established CAS jurisprudence that a contract with an agent which does not comply with the prerequisites of the FIFA regulations is nevertheless valid, as the invalidity of an agreement is not one of the consequences set forth in the FIFA regulations.
- As to whether the Agent provided services under the Authorization, it is argued that indeed services were rendered by the Agent. Reference is made to the factual overview presented and it is concluded that there is vast evidence showing that the Agent provided his services under the Authorization. As also held in the case CAS 2011/A/2660, it suffices that the Agent contacted the Player and FC Akhizar in order to start negotiations for the commission to become due. The Agent not only conducted "*negotiations regarding possible transfer of the Player from [FC Akhizar] to [the Club]*", but did much more. In fact, he not only started negotiations, but he "*facilitated, promoted, negotiated and coordinated the transfer of the Player*".
- As to whether the above-mentioned services should entitle the Agent to claim a commission, it is submitted that this should be the case. With reference to Article 2 FIFA PAR, it is maintained that there is a presumption that agents provide their services for a fee, which is confirmed by Article 412(1) of the Swiss Code of Obligations (the "SCO"). The Authorization was not to help conclude a transfer, but only to "*conduct negotiations regarding a transfer*". A causal link with the final conclusion of the transfer is therefore not necessary, but even if such causal link would be required, it is present. The mere fact that the Club later allegedly commissioned a lawyer to facilitate the transfer of the Player and that she was paid a commission of EUR 600,000 is of no relevance. Since the Authorization was not exclusive, the Club was entitled to do so, but it does not release the Club from its duty to pay the Agent the full amount for his services.
- It is submitted that the parties orally agreed on a commission of 10% of the transfer fee. There is no agreement in writing, but other evidence shows that a 10% fee was agreed upon, or at least this must be considered to be the custom for services of the Agent and his partner Mr Kritzer and the Club. Also the commission in an amount of EUR 600,000 received by Ms Dodonova shows that 10% was a customary commission for the Club.
- In any event, pursuant to Article 414 SCO, where the amount of remuneration is not stipulated, the parties are deemed to have agreed a fee determined by the tariff of fees, where such exists, and otherwise by custom. As no tariffs were agreed upon, it needs to be assessed whether there was a custom. In 2008 the Agent was paid 10% commission by the Club for his services in the transfer of another player to the Club. Investigations also show that it is customary for the Club to pay commission in the range of EUR 200,000 – EUR 600,000.

- In the alternative, should the Panel conclude that no custom exists, it must determine the commission at its own discretion, pursuant to the criteria established by the Swiss Federal Tribunal (the “SFT”). In the case CAS 2011/A/2660, it was determined that the remuneration must correspond with the services rendered and the circumstances of the specific case have to be taken into consideration, based on which the panel in that case concluded that a commission of 3% was adequate given the limited involvement of the Agent. It was however incorrect for the CAS panel to apply the criteria identified in this decision of the SFT. Rather, in other decisions concerning the application of Article 412 SCO, the SFT confirmed that in determining the agency fee, the judge has to consider that the agency fee shall remunerate the successful outcome of the brokerage and not the effort that was put in. The economic value of the outcome must also be taken into consideration. In any event, the effort put in by the Agent was much bigger than Ms Dodonova’s. It is also to be taken into account that it is common practice that higher percentages are being paid when representing clubs (as opposed to representing players).
- Interest over the commission is payable at a rate of 5% *per annum* as of 16 July 2014.
- The Agent was the effective cause and negotiated on behalf of the Club. The Transfer Agreement was concluded during the validity of the Authorization.
- It is submitted that the Agent has serious reasons to suspect that the Transfer Agreement submitted by the Club during the proceedings before the FIFA PSC Single Judge was forged and that also the alleged agreement concluded between the Club and Ms Dodonova is misleading to say the least, and most probably fake.

## B. The Club

56. The Club submitted the following requests for relief:

- “1. [to dismiss] *the appeal filed by the Appellant against the decision passed on 29 August 2017 by the Single Judge of the FIFA Players’ Status Committee insofar it is admissible.*
2. [to confirm] *the decision passed on 29 August 2017 by the Single Judge of the FIFA Players’ Status Committee.*
3. [to order] *the Appellant to bear all the costs incurred with the present procedure.*
4. [to order] *the Appellant to pay to the Respondent a contribution towards its legal and other costs, in the amount to be determined at the discretion of the Panel”.*

57. The Club’s submissions, in essence, may be summarised as follows:

- With reference to CAS jurisprudence, the Club submits that the *de novo* power of review of CAS cannot be construed as being wider than that of the appellate body. As such, the amount claimed before CAS (EUR 600,000) may not go beyond the amount claimed

before the FIFA PSC Single Judge (EUR 550,000). The Agent's claim for remuneration in excess of the amount of EUR 550,000 falls outside the *de novo* competence of CAS and should be declared inadmissible.

- The case before the Panel is simple; it is a common case of opportunism, in which an agent, who has no contact with the player or his present club, offered the player to another agent with the aim to provoke interest in the proposed player in order to make easy money.
- The present matter is to be distinguished from the case CAS 2011/A/2660, because the Authorization issued to the Agent mandated him to conduct negotiations, and not just to provide an opportunity to conclude a contract as was the case in the case CAS 2011/A/2660.
- The Agent, who carries the burden of proof, has not provided a single piece of evidence proving that he ever approached FC Akhizar or that he was the effective cause for the conclusion of the Transfer Agreement.
- The existence of an agency relationship between the Club and the Agent is not disputed, but, as set out in CAS jurisprudence, a mandate, such as the Authorization, is not a representation agreement, nor is it sufficient to comply with the requirements set in Article 19(1) FIFA PAR. The Club agrees that the lack of form in the agency relationship does not have the effect of invalidating such relationship and that the consequences of a lack of form are disciplinary in nature. The FIFA PSC Single Judge however did not dismiss the Agent's claim because the Authorization was invalid, but because no written agency agreement existed.
- The existence of an oral agreement upon a commission of 10% of the transfer fee for the Player is denied, while the burden of proof to establish the existence thereof lies with the Agent. There is however a complete lack of evidence corroborating the Agent's assertions in the case at hand. While in this respect relying on witness statements, the Agent failed to adduce any witness statement to the Appeal Brief and did not call any witnesses to be heard. Moreover, it is denied that the Agent and the Club's President ever communicated with each other. The lack of a written agreement entails the dismissal of the Agent's claim due to the lack of a legal basis under the FIFA PAR. There is no need to look into Swiss law, for there is no loophole in the FIFA PAR to be filled by Swiss law.
- The Agent failed to discharge his burden to prove that he provided services that triggered the payment of a commission for the transfer of the Player to the Club. The Agent's assertion that "*it sufficed that the [Agent] contacted the [Player] and [FC Akhizar] in order to start negotiations for the agency fee to become due*" is both wrong in fact and in law, because he had to prove that he was the effective cause for the conclusion of the Employment Contract and the Transfer Agreement, as the Authorization does not contain a clause that could be interpreted as a waiver of the statutory requirement of causality. Also the reference to the case CAS 2011/A/2660 is flawed in this respect, as

the mandate in the case CAS 2011/A/2660 refers to “*begin negotiations*”, whereas the Authorization refers to “*conduct negotiations*”. The former only required the offering, whilst the latter requires the Agent to be the effective cause of the transaction.

- Furthermore, it is submitted that the activities performed in respect of the Moscow Meeting were performed by Mr Kritzer and not by the Agent. The Agent was not involved in any negotiations. The Agent failed to establish that Mr Kritzer and Mr Idrizovic were business partners. Pursuant to Article 3.2 FIFA PAR and with reference to CAS jurisprudence, it is submitted that only the players’ agent himself is entitled to represent and promote the interests of players and/or clubs in connection with other players and/or clubs and that these services could therefore not be performed by someone hired by the Agent.
- The Transfer Agreement was conditional upon the conclusion of an employment contract between the Player and the Club, as a consequence of which the Transfer Agreement only became effective on 28 July 2014, *i.e.* after expiry of the Authorization.
- Alternatively, should all the above be rejected by the Panel, the Agent’s claim for commission should still be dismissed. The FIFA PAR are silent as to the determination of the agency fee in case it has not been agreed upon in advance. Should Article 414 SCO be applied, it is common ground that no “tariff schedule” was agreed upon. The Agent also failed to establish that there was a custom. In any event, Article 414 SCO does not leave room for the judge to assess the agency fee in his discretion, if the exact amount of commission cannot be established. It is also common ground between the parties that the reliance of the CAS panel in the case CAS 2011/A/2660 on a decision of the SFT was inappropriate. The Agent is therefore not entitled to any fee at all.
- In any event, the commission of 10% of the transfer fee of the Player is excessive and should be reduced following the application of Article 417 SCO. The usual commission when an agent has brought about and negotiated the transfer of a player is 3%. As such, in case an agent has only alerted the principal to an opportunity to conclude a contract, the commission should be considerably lower than the usual 3%. It is finally submitted that “*taking into consideration the rather short duration of the representation, the non-involvement of the [Agent] in bringing about the [Moscow Meeting] the presence of the [Agent] in Moscow on 10 July 2014 without participating in any negotiations, the lack of evidence with regard to potential investments or expenses potentially incurred by the [Agent], his very doubtful contribution to the completion of the transfer [...] and, finally, the fact that the transaction at stake was accomplished outside the validity and effectiveness of the Authorization, in the worst scenario, the [Agent] should not be remunerated with more than 0,5% of the transfer fee paid by the [Club] to [FC Akhizar], i.e. EUR 30,000 (i.e. EUR 6M × 0,5%)*”.

## VI. JURISDICTION

58. Article R47 CAS Code reads as follows:

*“An appeal against the 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 Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of that body”.*

59. The jurisdiction of CAS, which is not disputed, derives from Article 58(1) of the FIFA Statutes (edition 2016) as it determines that “[a]ppeals 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” and Article R47 of the CAS Code. Furthermore, the jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the parties.
60. It follows that CAS has jurisdiction to decide on the present dispute.

#### **VII. ADMISSIBILITY**

61. The appeal was filed within the deadline of 21 days set by Article 58(1) FIFA Statutes. The appeal complied with all other requirements of Articles R48 and R51 CAS Code, including the payment of the CAS Court Office fees.
62. It follows that the appeal is admissible.

#### **VIII. APPLICABLE LAW**

63. Article R58 CAS Code reads as follows:

*“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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

64. The Agent and the Club agree that primarily the FIFA PAR are applicable, and additionally Swiss law, more specifically Article 412 *et seq.* SCO.
65. The Panel observes that Article 57(2) FIFA Statutes stipulates the following:

*“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”.*

66. The Panel finds that the various regulations of FIFA are primarily applicable, more specifically the FIFA PAR (edition 2008), and, subsidiarily, Swiss law should the need arise to fill a possible gap in the various regulations of FIFA.

## IX. MERITS

### A. The Main Issues

67. The main issues to be resolved by the Panel are:

- i. Are the Agent's requests for relief admissible insofar as they would exceed his requests for relief in the proceedings before the FIFA PSC?
- ii. Is the Authorization validly concluded?
- iii. What services was the Agent required/entitled to perform under the Authorization?
- iv. Was an oral agreement concluded regarding the Agent's remuneration?
- v. Which services were performed by the Agent under the Authorization?
- vi. If services were performed, do these services entitle the Agent to an agency fee?

#### *i. Are the Agent's requests for relief admissible insofar as they would exceed his requests for relief in the proceedings before the FIFA PSC?*

68. The Club objects to the admissibility of the Agent's requests for relief insofar as these exceeded the Agent's requests for relief before the FIFA PSC. The Club submits that the Agent claimed an amount of EUR 550,000 before the FIFA PSC, while it presently claims an amount of EUR 600,000 before CAS on appeal.

69. The Panel observes that the Agent submitted the following request for relief before the FIFA PSC:

*"23.1 The honorable PSC is requested to condemn the club to pay the Agent EUR 550,000 (or no less than 10% from the transfer fee paid to Akhizar) agents fee due by the PSC at 5% interest per annum from the day the club signed the transfer agreement with Akhizar".*

70. Accordingly, given that the Agent already claimed an agency fee of 10% of the transfer fee in the proceedings before the FIFA PSC, and upon being confronted with the fact that the Player was ultimately transferred from FC Akhizar to the Club for a transfer fee of EUR 6,000,000 instead of EUR 5,500,000, the Panel finds that the Agent's requests for relief in the present appeal arbitration proceedings (*i.e.* "order the Respondent to pay the Appellant EUR 600,000 plus 5% interest *p.a.* as of 16 July 2014") do not exceed the requests for relief before FIFA.

71. Consequently, the Panel finds that the Agent's requests for relief in the present appeal arbitration proceedings before CAS are admissible.

#### *ii. Is the Authorization validly concluded?*

72. Although the Authorization does not comply with all requirements of a representation agreement set by the FIFA PAR, the Panel finds that such failure does not invalidate the Authorization as such.



73. While the FIFA PAR determine in Article 31 that “[s]anctions may be imposed on any players’ agent, player, club or association that violates these regulations [...]”, it does not stipulate that the failure to comply with these prerequisites leads to the invalidity of the representation agreement (cf. CAS 2012/A/2988, para. 81 of the abstract published on the CAS website, with further references to CAS 2007/A/1371 and CAS 2011/A/2660).

74. The duties or responsibilities arising from an authorization or a mandate like the one in the matter at hand are however not necessarily the same as those arising from a representation agreement that is concluded in accordance with the FIFA PAR. The Panel finds that the duties or responsibilities arising from the Authorization cannot go beyond what its wording would countenance.

75. The Panel notes that such distinction has already been made in the jurisprudence of CAS before:

*“[...] in practice, clubs and players may give a mandate to an agent to “test the water” and only later appoint the agent officially to negotiate a transaction on their behalf pursuant to a representation agreement), but on the specific wording of the Mandate it is not an agency agreement on its own” (CAS 2013/A/3443, para. 73 of the abstract published on the CAS website).*

76. Notwithstanding the above caveats, the Panel finds that the Authorization as such is valid.

**iii. What services was the Agent required/entitled to perform under the Authorization?**

77. For ease of reference, the wording of the Authorization is reproduced here in full:

*“By this Authorization [the Club] authorizes the licensed [Agent] to represent the Club and to act on behalf of the Club in relations with [FC Akhizar] and with the [Player], with the right to conduct negotiations regarding possible transfer of the Player from [FC Akhizar] to [the Club], without prejudice, and without the right to sign any documents on behalf of the Club or to effect any deals on behalf of the Club.*

*The present Authorization is valid until 20 July 2014”.*

78. The Panel finds that a number of conclusions can be drawn from the wording of the Authorization.

79. The Authorization is not of an exclusive nature, *i.e.* the Club was therefore not prevented from hiring another players’ agent to take care of its interests in the process of acquiring the services of the Player from FC Akhizar in parallel with the Agent. The Panel notes that this indeed occurred when the Club decided to hire the services of Ms Dodonova to represent the Club in concluding the relevant agreements.

80. The Authorization does not impose any obligations on the Agent, the Agent is merely authorized or allowed to perform certain activities.

81. The Authorization is issued without prejudice, *i.e.* it was made clear to the Agent that the Club did not commit itself to any obligations arising out of the Authorization.

82. No reference is made to any agency fee in exchange for the services to be performed by the Agent.
83. The Panel finds that the Authorization only authorized or allowed the Agent to negotiate on behalf of the Club, but that he was not entitled to sign any documents or conclude any deals on behalf of the Club.
- iv. Was an oral agreement concluded regarding the Agent's remuneration?**
84. It is not in dispute that no written agreement was concluded between the Agent and the Club concerning the Agent's remuneration for his services.
85. The Agent initially maintained in his Appeal Brief that he concluded an oral agreement with Ms Smorodskaya, the Club's President at the time, on payment of a "*standard and customary agent's commission equivalent to 10% of the transfer fee as a lump sum*", whereas this is disputed by the Club.
86. The Panel notes that, as argued by the Club, there is no evidence on file suggesting that the Agent has ever been in direct contact with the Club's President after having been provided with the Authorization. No evidence has been provided by the Agent that a meeting took place, that he had a telephone call with her, or otherwise.
87. While the Agent submitted that he "*and his witnesses*" would prove that such oral agreement on a 10% agency fee was concluded (cf. para. 98 Appeal Brief), the Panel notes that besides the Agent's own testimony, no witnesses were called that corroborated the existence of such oral agreement.
88. At the hearing, the Agent confirmed that he did not reach an oral agreement with Ms Smorodskaya directly, but that he actually reached an oral agreement on the agency fee with Mr Kotov (husband of Ms Smorodskaya's daughter) during the Moscow Meeting, which agreement was allegedly confirmed by Ms Smorodskaya, who attended the Moscow Meeting by phone.
89. Although the Agent's testimony did not necessarily strike the Panel as being untruthful, the Panel is not convinced that an oral agreement on a 10% agency fee was concluded during the Moscow Meeting. For instance, it remained unclear to the Panel based on which performance such agency fee would be triggered, *e.g.* upon facilitating the negotiations, conducting the negotiations, the conclusion of a transfer agreement, etc.
90. Ultimately, the Panel considers it decisive that no evidence was presented to corroborate such proposition beyond the Agent's own testimony. In addition, the Panel also does not consider it convincing that the Agent did not make reference to such oral agreement in his letters to the Club dated 19 and 22 July 2014 and that he changed his version of the factual circumstances that allegedly resulted in the oral agreement during the hearing.
91. Consequently, the Panel finds that the Agent failed to establish that an oral agreement was concluded with the Club concerning an agency fee of 10% of the Player's transfer fee.

**v. Which services were performed by the Agent under the Authorization?**

92. Although the Agent maintains that he was “*the effective cause*” in concluding the transfer of the Player from FC Akhizar to the Club (cf. para. 125-135 Appeal Brief) and that he “*facilitated, promoted, negotiated and coordinated the transfer of the Player*” (cf. para. 86 Appeal Brief), the Panel finds that the evidence provided by the Agent in this respect is very limited.
93. The Panel observes that, according to the FIFA PAR, a players’ agent is in principle required to personally represent the interests of his client.
94. Article 3(2) FIFA PAR determines the following in this respect:
- “A players’ agent may organise his occupation as a business as long as his employees’ work is restricted to administrative duties connected with the business activity of a players’ agent. Only the players’ agent himself is entitled to represent and promote the interests of players and/ or clubs in connection with other players and/ or clubs”.*
95. Accordingly, as a threshold matter, the Panel will assess which activities were performed by the Agent himself, and to what extent the activities performed by Mr Kritzer and Mr Idrizovich can be attributed to him.
96. Commencing with the activities of Mr Kritzer and Mr Idrizovich, the Panel observes that no evidence was presented by the Agent to corroborate his allegation that they were his business partners or employees. The mere fact that the Agent and Mr Kritzer undersigned at least one email together (dated 8 July 2014), does not in itself establish a formal relationship between the two. In order to accept such allegation, the Panel finds that the Agent should have proven the existence of a formal partnership or employment relationship with contemporary documentary evidence. Mr Kritzer and Mr Idrizovich should at the very least have personally confirmed such allegation as witnesses, which they did not.
97. The Panel finds that the Agent’s allegation alone is simply insufficient to convincingly establish the Agent’s allegations in this respect.
98. Although it is not disputed that the Agent attended the Moscow Meeting, the Agent’s contribution to the discussions during this meeting is contested. Whereas the Agent maintains that he “*engaged and performed the negotiations between the parties, on behalf of the [Club], with respect to both the transfer agreement and the employment agreement*” (cf. para. 26(b) Appeal Brief), the Club maintains that he “*did not take any part in the discussions*” (cf. para. 34 Answer).
99. Based on the documentary evidence submitted, the Panel is willing to give the benefit of the doubt to the Agent that he was responsible for setting up the Moscow Meeting, although the majority of the preparations appear to have been performed by Mr Kritzer. The Panel is however not satisfied to accept that the Agent was actively involved in the negotiations during the Moscow Meeting. The only evidence corroborating such allegation is the Agent’s own testimony.

100. Furthermore, it is not in dispute that the Moscow Meeting was attended in person by i) Mr Kotov, Sports Director of the Club at the relevant moment in time; ii) Mr Riskin, according to the Agent a representative of the Club, according to the Club an independent players' agent; iii) Mr Oleg Yarovinsky, according to the Agent another representative of the Club, according to the Club a collaborator of Mr Riskin; iv) Mr Rita, representative of the Player and, according to the Agent, also of FC Akhizar; v) the Agent; and vi) Mr Kritzer, alleged business partner of the Agent. In the absence of any evidence to the contrary, the Panel considers it unlikely that the Agent would have actively negotiated on behalf of the Club in a meeting attended by the Sports Director of the Club.
  101. Insofar as the Club maintains that Mr Riskin was the first players' agent to offer the Player to the Club, the Panel finds that this argument must be dismissed in the absence of any evidence being presented in this respect.
  102. Consequently, the Panel accepts that the Agent identified an opportunity to transfer the Player from FC Akhizar to the Club and that he was responsible for setting up the Moscow Meeting during which preliminary negotiations took place regarding the modalities of such transfer.
- vi. *If services were performed, do these services entitle the Agent to an agency fee?***
103. The Panel is aware of the fact that it is not unusual for players' agents to identify opportunities on the transfer market, without having any direct connection to the clubs and players targeted. When identifying such opportunity, these players' agents seek for an authorization from any of the targeted clubs or player to further explore the feasibility of such transfer, hoping they will finally be formally involved in the transfer and that they are rewarded for their efforts.
  104. As alluded to in para. 77 *supra*, the Panel observes that such practice has already been mentioned in the jurisprudence of CAS:

*"[...] in practice, clubs and players may give a mandate to an agent to "test the water" and only later appoint the agent officially to negotiate a transaction on their behalf pursuant to a representation agreement), but on the specific wording of the Mandate it is not an agency agreement on its own"* (CAS 2013/A/3443, para. 73 of the award published on the CAS website).
  105. The Panel finds that there is legally in principle nothing wrong with such opportunistic practice. However, identifying an opportunity that finally indeed materializes does not necessarily entitle such players' agent to an agency fee, *i.e.* players' agents are basically left at the mercy of the parties involved in the transfer. Only when a club or a player commit themselves to remunerate the players' agent for activities performed can a players' agent demand such remuneration.
  106. In practice, clubs may usually be willing to remunerate players' agents for having identified an opportunity that proved successful in order to encourage such players' agents to try and identify more opportunities in the future. The Panel finds that a club is however not obliged to do so, unless specifically agreed upon in advance.

107. The Panel understands that the Agent was aware of this practice as he acknowledged during his closing arguments that an agreement on fees is usually only concluded when the deal is closed. The Panel finds that this may well be true, but the Agent should understand that he finds himself in a difficult situation when eventually no such agreement on fees is concluded, as is the case here. It may be practice that such agreement is only concluded after the deal is closed, but this in itself does not entitle the Agent to any remuneration from the Club.
108. Accordingly, the Panel finds that the mere identification of the opportunity to transfer the Player from FC Akhizar to the Club and that such transfer eventually indeed materialized certainly does not automatically entitle the Agent to any commission. Relevant in this respect is that the Agent already identified this opportunity before the Authorization was issued, while the Authorization does not make reference to any agency fee. If the Agent considered that he should be remunerated for merely identifying the opportunity to transfer the Player to the Club and if such transfer would indeed materialize, he should have made sure that this was incorporated in the Authorization. The fact however is that it is not. The Panel finds that the Agent in any event did not prove that the Club was at fault in failing to pay him an agency fee or awakened legitimate expectations on the side of the Agent in this regard.
109. As concluded above, the only activity performed for which the Agent may have been considered responsible during the validity of the Authorization was the setting up of the Moscow Meeting.
110. The Panel finds that such activity in and of itself does not justify the Agent's claim for an agency fee, because the Authorization was issued without prejudice and on a non-exclusive basis. The Authorization furthermore did not include any clause determining that the Agent would be deemed responsible for concluding the transfer even if he was not personally involved in the conclusion of the final agreements.
111. Unlike in the case CAS 2011/A/2660, para. 8.50, besides the presumption set out in Article 2(1) FIFA PAR ("*[...] The players' agent is entitled to be remunerated for the services he provides*"), there is no evidence on file in the matter at hand based on which it can be concluded that the Club was aware that the Agent did not render his services for free. Moreover, the Panel finds that the Agent did not establish that he was actively involved in the negotiations during the Moscow Meeting or at any other point in time, while the Authorization was explicitly issued for such service. Again, as alluded to above (cf. para. 74 *supra*), the Panel finds that the duties or responsibilities arising from the Authorization cannot go beyond what its wording would countenance.
112. Consequently, the Panel finds that the Agent failed to establish that he is entitled to an agency fee or any other remuneration due to performances rendered under the Authorization or otherwise.
113. At most, in accordance with Article 2(1) FIFA PAR, the Panel finds that the Agent could potentially have demanded the Club to compensate him for the expenses incurred in relation to the setting up of the Moscow Meeting or any other possible expenses made in the execution of the Authorization. Such claim was however not put forward by the Agent, as a consequence of

which such issue falls outside the scope of the present arbitration proceedings. In any event, such costs were not proven.

114. Finally, although the Agent raised suspicion on the veracity of the Transfer Agreement and the contract concluded between Ms Dodonova and the Club, the Panel is not convinced that such documents were forged. Even if such documents were forged, the Panel finds that this would not result in another outcome of the present arbitration proceedings, because i) the exact terms of the Employment Contract do not have any impact on the Agent's entitlement to an agency fee as the Panel is not convinced that the Agent was actively involved in the negotiations; and ii) whether or not Ms Dodonova was hired by the Club does not have any impact on the services performed by the Agent.

## **B. Conclusion**

115. Based on the foregoing, and after taking into due consideration all the evidence produced and all arguments made, the Panel finds that the services provided by the Agent do not entitle him to any remuneration under the Authorization.
116. All other and further motions or prayers for relief are dismissed.

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed on 1 March 2018 by Rafael Epstein against the decision issued on 29 August 2017 by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is dismissed.
2. The decision issued on 29 August 2017 by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is confirmed.
- (...)
5. All other and further motions or prayers for relief are dismissed.