CAS 2025/A/11124 Valeriy Chuperka v. FC Kuban & FUR

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Kepa Larumbe, Attorney-at-law in Madrid, Spain

in the arbitration between

Mr Valeriy Nikolaevich Chuperka, Russia

Represented by Mr Kirill Shmarov, Attorney-at-law in Moscow, Russia.

-Appellant-

and

FC Kuban, Russia

Represented by Mr Yury Zaytsev, Mr Ilya Chicherov, Mr Yury Yakhno, Ms Daria Lukienko and Mr Maksim Kozyrev, Attorneys-at-law in Moscow, Russia.

- First Respondent-

and

The Football Union of Russia, Russia

- Second Respondent -

I. PARTIES

1. Mr. Valeriy Nikolaevich Chuperka (the "Appellant" or the "Player") is a professional football player of Russian nationality.

2. FC Kuban (the "First Respondent", the "Club" or "Kuban") is a professional football club based in Krasnodar, Russia, and affiliated with The Football Union of Russia, which in turn is also affiliated with the Fédération Internationale de Football Association ("FIFA").

3. The Football Union of Russia (the "Second Respondent" or the "FUR"), is the football governing body in Russia and it is affiliated with the Fédération Internationale de Football Association ("FIFA").

II. FACTUAL BACKGROUND

A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence it considered necessary to explain its reasoning.

5. On 20 June 2023, FC Kuban and the Player concluded a professional football player employment contract (the "Employment Contract"), with duration until 31 May 2024.

6. The following clauses of the Employment Contract are relevant to the present dispute:

Clause 2.2:

"The Employee's job function consists of preparing for and participating in football competitions as part of the Employer's football teams, as well as performing other actions provided for in this Contract and the job description."

Clause 4.1.3:

"The Employer is obligated to ensure the Employee's participation in training activities and sports competitions under the guidance of the coach (coaches)."

Clause 4.1.4:

"The Employer is obligated to organize the game and training processes, provide appropriate locations for the team's training activities, including training camps, and provide playing and training grounds, locker rooms, and other facilities."

Clause 6.2:

"This Contract is concluded for the period from June 20, 2023 to May 31, 2024, inclusive."

Clause 8.1.

“The Employee is entitled to a remuneration under this Contract, which amounts to 350,000 (three hundred fifty thousand) rubles after tax deductions.

This remuneration is paid to the Employee monthly and includes the base salary (Clause 8.2 or 8.2.1), other payments related to the performance of this employment contract and provided for by the applicable legislation of the Russian Federation, as well as a monthly bonusfor diligent performance of duties (Clause 8.3)”.

Clause 8.2.

“The Employee’s monthly base salary, excluding compensatory, incentive, and social payments, is 50,000 (fifty thousand) rubles after tax deductions”.

Clause 8.3:

"The monthly bonus established for the Employee in accordance with Article 191 of the Labor Code of the Russian Federation is determined as the difference between the amounts specified in Clauses 8.1 and 8.2 […] and is paid at the Employer’s discretion for diligent performance of the Employee's duties, provided that the Employee has no disciplinary sanctions."

Clause 8.4:

"If the Employee participates in 60% of the matches in the 2023/2024 sports season, they will be paid a one-time bonus of 225,000 rubles after tax deductions. For the purposes of this sub-clause, 'participation' means the Employee playing in an official match as part of the main squad and remaining on the field for at least 45 minutes."

Clause 8.5:

"The Employer has the right to reduce the amount of the monthly bonus specified in Clause 8.3 (i.e., reduce the Employee’s bonus) under the following conditions:

1) At the Employer’s discretion, the amount of the monthly bonus for diligent performance of job duties may be reduced (including to '0') in case of a violation of the Contract or the Employer’s local regulatory acts by the Employee;

2) The list of violations leading to a reduction in the monthly bonus (with indication of the amounts of such reduction) is determined by the Parties in Appendix No. 2 to this Contract;

3) The Employer is not entitled to reduce the amount of the monthly bonus that has already become payable at the time of the Employee’s violation."

Appendix No. 2 (excerpt of violations):

Item 2: *"Absence from training sessions, camps, friendly matches, or other events organized by the Employer" → Reduction up to 100%*

Item 4: *"Absence from an official match without valid reasons or without timely notification to the Employer's management" → Reduction up to 100%*

7. On 25 November 2023, the Appellant did not attend the Club's official match against FC Sokol in Saratov. He notified both the General Director and Head Coach, citing personal family circumstances.

8. On 29 November 2023, the Club requested a written explanation for his absence, which he provided on 5 December 2023, restating the personal nature of the reasons and confirming the earlier notifications.

9. On 22 December 2023, the Club imposed a disciplinary reprimand and reduced the Appellant's monthly bonus for November 2023 by 100%.

10. Beginning on 9 January 2024, and successively extended through 23 February 2024, the Club placed the Appellant on a so-called "free (individual) training schedule", allowing him to train independently and to participate in training or control matches with other clubs.

11. From 25 January to 7 February and from 10 February to 23 February of the year 2024, the Club was conducting training camps in Turkey, while the Appellant remained in Krasnodar.

12. On 22 February 2024, the Club unilaterally removed the Appellant from the roster submitted to the Russian National Football League (FNL). Accordingly, the Player was deregistered from the Club's main team and subsequently registered in a Club's amateur team of local level.

13. At some point in February 2024, the Club required the player to undergo a medical examination, summoning him to appear at a medical institution on 29 February 2024.

14. On 24 February 2024, the Appellant formally notified the Club of material breaches of the employment contract, requested reinstatement into team activities, granted the Club ten (10) calendar days to cure the alleged violations and demanded to be informed when and where to report for duty. The letter reads as follows:

"I, Valeriy Nikolaevich Chuperka, am a professional football player employed by LLC "Professional Football Club 'Kuban'" (hereinafter referred to as the ***"Club"*** *or* ***"Employer"****), under the Employment Contract No. 35 dated June 20, 2023 (hereinafter referred to as the* ***"Contract"****), which is valid until May 31, 2024.*

In accordance with Article 4 of the Contract, the "Employer is obliged to ensure the Employee's participation in training activities and sports competitions under the guidance of a coach (coaches)," as well as to "provide the organization of training and playing

processes, ensure appropriate venues for the team's training activities, including training camps, provide training and playing grounds, locker rooms, and other facilities."

From January 9, 2024, to February 23, 2024, while the main team of the Club was participating in training camps in Turkey, you instructed me in writing to train independently, outside of the Club's teams, without the supervision of the team's coach or medical staff, with the aim of "maintaining optimal physical condition, body weight, and match readiness." Furthermore, you authorized me to participate in training sessions and friendly matches for other football clubs during this period. Thus, for two months, I was deprived of the opportunity to engage in training and match practice with my teammates. The inability to fulfill my employment duties in accordance with the terms of the Contract has severely diminished my qualifications and current status as a professional athlete, rendering the Club's actions discriminatory toward me and jeopardizing my athletic potential and career.

In addition to the above, I discovered on the Football National League's website that on February 22, 2024, I was removed from the Club's squad list for the current season without my knowledge and for reasons unknown to me. This decision was neither discussed with nor communicated to me by the Employer. I have never given the Employer cause to treat me in such a manner, as I have always complied with all the instructions of the coaching staff, desiring to perform my duties and employment functions in accordance with the Contract.

According to Article 11, Paragraph 1 of the FUR Regulations on the Status and Transfer of Players (hereinafter referred to as the ***"FUR Regulations"****), one of the valid grounds for the unilateral termination of the employment contract by a professional football player (at their own discretion) is the significant violation by the club of the employment contract and/or local normative acts containing labor law provisions.*

In accordance with Paragraph 2, Subparagraph 2 of Article 11 of the FUR Regulations, a significant violation of the employment contract and/or local normative acts containing labor law provisions is the failure to register a professional football player, who has reached the age of 18, on the roster of at least one of the club's teams for the current season, provided that the reason is not temporary disability due to a sports injury or general illness, nor is it due to sports disqualification, a ban on football-related activities, or a transfer to another club on loan terms.

Furthermore, Subparagraph 3 of Paragraph 2, Article 11 of the FUR Regulations establishes that a significant violation of the employment contract and/or local normative acts containing labor law provisions is also the violation of a professional football player's rights (discrimination compared to other players of the club) in the form of unjustified (particularly when not related to medical indications) prolonged training activities outside of the club's teams, as well as unjustified prolonged absences from training activities.

Thus, considering all of the above, the Club, by failing to include me on the roster of at least one of its teams for the current season and by sending me to train independently for more than a month outside of the Club's teams, has significantly violated both the Contract and the FUR Regulations.

In connection with this, I request that you eliminate the significant violations of the Contract and the FUR Regulations, explain the reasons for my exclusion from the squad, and provide me with the opportunity to fulfill my employment duties as part of the main team. I also request that you provide written notification as to when and where I should report for the fulfillment of my employment duties as part of the main team, which has recently returned to Krasnodar from the training camp.

Please fulfill all of the above-mentioned requirements within 10 (ten) calendar days from the date of receipt of this Claim.

In case of non-compliance with the stated requirements within the specified period, including the inability to remedy the violations by the deadline of this Claim, I intend to terminate the Contract with the Club due to the significant violation of the Contract and the FUR Regulations by the Club and/or I will be forced to seek protection of my rights and legitimate interests in the jurisdictional bodies of the FUR, requesting that such a violation be recognized as significant for the purposes of terminating the Contract on my initiative (at my own discretion) for a valid reason".

15. On 27 February 2024, the Club served the Appellant with a written demand to explain an alleged unauthorized absence between 24 and 26 February 2024. The last three paragraphs of the letter read as follows:

"Pursuant to Article 193, Part 1 of the Labor Code of the Russian Federation (hereinafter referred to as the "Labor Code of the Russian Federation"), before imposing disciplinary action, the Employer must request a written explanation from the Employee. If the Employee fails to provide such an explanation within two working days, an appropriate act is drawn up.

In connection with the above, and in accordance with Article 193, Part 1 of the Labor Code of the Russian Federation, I hereby demand that you provide a written explanation for your absence without valid reasons from the Club's location during working days from February 24, 2024, to February 26, 2024, inclusive, no later than the end of the working day on February 29, 2024.

This Demand is not a response to the Notice regarding the elimination of significant violations of the employment contract and the FUR Regulations on the Status and Transfer of Players, received from you by the Club on February 27, 2024. The response to the Notice will be provided to you within the prescribed period".

16. On 27 February 2024, the Appellant submitted a formal resignation request effective 28 February 2024, citing just cause under Article 11(2) of the FUR RSTP for early termination due to exclusion from the team and discriminatory treatment. The letter reads as follows:

"***RESIGNATION LETTER***

The management of LLC "PFC 'Kuban'," in response to my ***Notice regarding the*** *elimination of significant violations of the employment contract and the FUR Regulations*

*on **the Status and Transfer of Players**, refused to explain the reasons for my exclusion from the team roster on the last day of the "registration period" and to provide me with the opportunity to perform my employment duties as part of the Club's main team. Moreover, discriminatory actions against me continued with the intent to pressure me and deprive me of the opportunity to maintain an adequate level of physical fitness, as well as to falsify the circumstances and grounds for my absence from the team's training activities after its return from the training camp in Krasnodar.*

Today, February 27, 2024, I was urgently summoned by you for a conversation. However, instead of a constructive explanation of the situation and the search for compromise solutions, I was only handed a written Demand for the provision of a written explanation regarding my absence during the period from February 24 to February 26, 2024.

Thus, this biased behavior of the Club clearly demonstrates the management's complete unwillingness to cease the violation of my rights, and it is being used to exert pressure on me as a subordinate employee, forcing me to prematurely terminate the employment contract. There is no longer any reasonable expectation for the continuation of the employment relationship with the Club, which has unilaterally deprived me of access to training and official competitions as part of its team.

*In connection with the above, I request to terminate my employment with LLC "PFC 'Kuban'" **on February 28, 2024**, at my own request, based on subparagraphs 2 and 3, paragraph 2, Article 11 of the FUR Regulations on the Status and Transfer of Players, due to my exclusion from the team roster for the current season and the violation of my rights as a professional football player (discrimination compared to other players of the Club) during preparation for competitions.*

*In accordance with Articles 84.1 and 140 of the Labor Code of the Russian Federation, I request that **February 28, 2024**, be considered my last working day and that I be fully settled on the day of dismissal, provided with the termination order, issued my employment record book, a 2-NDFL tax statement, and given payslips for the entire duration of my employment contract".*

17. On 28 February 2024, the Club issued another disciplinary order, imposing a reprimand and reducing the Appellant's bonus for February 2024 by 100%.

18. On 29 February 2024, the Appellant sent a claim to the Club demanding final settlement payments, unpaid salary and bonuses, and compensation for unlawful early termination under both labor and sporting regulations

III. PROCEEDINGS BEFORE THE DISPUTE RESOLUTION CHAMBER OF THE FOOTBALL UNION OF RUSSIA

19. On 11 March 2024, the Player filed a claim against the FC Kuban before the Dispute Resolution Chamber of the FUR (the "FUR DRC") including the following *petitum*:

"1. Recognize the existence of just cause for the premature termination of Employment Contract № 35 dated June 20, 2023, at the initiative of professional football player Chuperka V. (voluntary resignation) with LLC "PFC Kuban";

2. Order the Respondent to pay the Claimant the outstanding compensation for the premature termination of the Contract in the amount of 1,224,396 (one million two hundred twenty-four thousand three hundred ninety-six) rubles 95 kopecks after the deduction of PIT;

3. Order the Respondent to pay the Claimant the fine provided for in Clause 52 of Annexe № 3 of the FUR Regulations on the Status and Transfer of Players in the amount of 500,000 (five hundred thousand) rubles after the deduction of PIT;

4. Order the Respondent to pay the Claimant the outstanding salary for November 2023 in the amount of 302,380 (three hundred two thousand three hundred eighty) rubles 76 kopecks after the deduction of PIT;

5. Order the Respondent to pay the Claimant the outstanding salary for February 2024 in the amount of 302,498 (three hundred two thousand four hundred ninety-eight) rubles 60 kopecks after the deduction of PIT;

6. Order the Respondent to pay the Claimant the outstanding one-time bonus in the amount of 225,000 (two hundred twenty-five thousand) rubles.

7. To order the Respondent to pay the Claimant the outstanding vacation payments in the amount of 59,477 (fifty-nine thousand four hundred seventy-seven) rubles 30 kopecks after the deduction of PIT;

8. To order the Respondent to pay the Claimant interest as established by Article 236 of the Labor Code of the Russian Federation for the delay in payments of the debts specified in this Statement, as well as for other payments during the term of Employment Contract № 35 dated June 20, 2023, calculated from the days when the respective payments should have been made until the date of actual settlement inclusive;

9. To impose a fine on the Respondent in the amount of 100,000 (one hundred thousand) rubles for violating the provisions of Article 17 of the FUR Dispute Resolution Regulations;

10. To inform the general management of the FUR and/or the FUR Executive Committee of the violations of FUR regulations committed by the football entity Kantunistov L., in order to further initiate a meeting of the FUR Ethics Committee with the aim of preventing the recurrence of such violations, restoring the violated rights of football entities, and applying sanctions.

11. To apply a ban on the registration of new football players as a provisional measure against the Respondent until the FUR Dispute Resolution Chamber's decision is fully executed".

20. On 21 March 2024, FC Kuban filed its answer, opposing the Player's requests.

21. On 28 May 2024, the FUR DRC issued the decision nº 014-24 (the "Appealed Decision"). The operative part of the Appealed Decision read as follows:

"*1. To deny the Claim of professional football player Chuperka V. against LLC "PFC Kuban" of Krasnodar regarding the establishment of valid reasons for early termination of the employment contract, the payment of compensation, and arrears in full.*

2. To oblige professional football player Chuperka V. to pay the FUR a fee for the consideration of the case by the Chamber in the amount of 15,000 (fifteen thousand) rubles within 30 (thirty) days from the date this decision comes into force in accordance with Article 36 of the FUR Regulations on Dispute Resolution.

3. This decision shall enter into force as prescribed by Article 55 of the FUR Regulations on Dispute Resolution".

22. On 5 August 2024, the DRC notified the grounds of the Appealed Decision, determining, *inter alia*, the following:

Regarding the Player's claim to establish the existence of just cause for the premature termination of the Employment Contract and the claim for compensation for premature termination of the Employment Contract:

"As established by the case materials, on February 22, 2024, the Club excluded the Player from the roster of the main team of the Club for the season. At the same time, on the same day, the Player was included in the roster of the PFC "Kuban-M" team in Krasnodar to participate in the Open Championship of the Krasnodar Municipal District in football among amateur teams for 2024 and the Cup of Krasnodar City for 2024, as confirmed by the corresponding roster of PFC "Kuban-M." This team is a structural subdivision of the Club. These circumstances are confirmed by documents presented in the case materials at the request of the Chamber, including documents from the Public Organization "Krasnodar Regional Football Federation" and the Respondent, particularly the Order dated August 31, 2023, "On Amendments to the Staffing Schedule" and other documents.

Thus, the Club fulfilled its obligation to include the Player in the roster of at least one of the Club's teams for the current season, and the Player's labor function according to Clause 2.2 of the Employment Contract did not change, nor did the Player's salary.

The above provisions of the Employment Contract allowed the Club to transfer the Player to any of the Club's teams for the purpose of preparing and participating in sports competitions in football and to include him as a professional athlete in the roster of any of the Club's teams for the current season.

However, upon receiving information from the Club that he was being transferred to another structural subdivision (the youth team of PFC "Kuban"), the Player, on the same day, submitted a resignation letter to the Club without first inquiring about the youth team's training and match schedule, the level of the team, or other circumstances related to playing in the youth team of PFC "Kuban."

(…)

In accordance with Clause 4 of Article 11 of the FUR Regulations on the Status and Transfer of Players, it is established that when intending to terminate the employment contract due to a significant breach by the Club, a professional football player/coach must submit a complaint to the Club, demanding that the significant breach be rectified within the period specified in the complaint.

The complaint should also indicate the intention to terminate the employment contract if the Club fails to rectify the significant breach of the employment contract and/or local regulations. The period for rectifying the significant breach, as established in such a complaint for cases specified in subparagraphs 1 and 5 of Clause 2 of Article 11 of the Regulations, cannot be less than 30 calendar days. For cases specified in subparagraphs 2, 3, and 4 of Clause 2 of Article 11 of the Regulations, the period cannot be less than 10 calendar days.

According to the case materials, the Player submitted a complaint to the Club on February 27, 2024. On the same day, the Club formally notified the Player in writing of the need to undergo a indepth medical examination. The notification explicitly stated that this requirement was not a response to the complaint, and a formal reply to the complaint would be provided within the established timeframe. Without waiting for the deadline specified in the FUR Regulations on the Status and Transfer of Players for the Club to rectify the significant breaches (as perceived by the Player) or a response to the complaint, the Player submitted a written resignation letter to the Club on February 28, 2024, requesting to be released from his employment effective February 28, 2024 (with the last working day being February 28, 2024).

Based on the above, the Chamber does not find just cause for the premature termination of the Employment Contract at the initiative of the Player (at his own will) with the Club, and therefore, the Player's claim is not subject to satisfaction.

Since the Chamber has established the absence of just cause for the premature termination of the Employment Contract at the initiative of the Player, the claim for compensation for the termination of the Employment Contract is also not subject to satisfaction".

Regarding the Player's argument of discrimination compared to other players of the club in preparation for competitions in the form of unjustified prolonged training activities outside the Club's teams:

"The Chamber disagrees with the Player's argument that the Club's written orders establishing a free training schedule for the Player constitute a suspension from training.

The Chamber believes that the written orders of the Club were actually agreed 0upon by the Player and the Club and represented a mutual agreement between both parties to establish a special mode of work activity for the player during a specific period (free training schedule) and served as guaranteed protection for the Player against the imposition of disciplinary sanctions by the Club concerning the Player.

Moreover, for more than a month and a half, these conditions satisfied the Player, allowing him to seek further career opportunities unhindered while maintaining his full salary to preserve his sports potential.

The Player did not contest these conditions of the Club, did not attempt to attend the Club's first training camp held in Krasnodar, and only after more than a month and a half of free training did the Player file a complaint with the Club.

The Chamber does not consider the Club's behavior to be discriminatory compared to other players of the club in preparation for competitions"

Regarding the Player's Claim for the Recovery of a Fine:

"*According to Clause 52 of Appendix № 3 to the FUR Regulations on the Status and Transfer of Players, penalties apply to a professional football club in the form of a fine of 1,000,000 rubles and a ban on registering new players for the Club for the next registration period if the Club prematurely terminates the employment contract with a player during the protected period.*

The established fine is applied by the Chamber in the event of early termination of the employment contract by the Club during the protected period.

The materials in the present case establish that the early termination of the Employment Contract was initiated by the Player and not by the Club, and therefore, there are no grounds for imposing a fine on the Club according to Clause 52 of Appendix № 3 to the FUR Regulations on the Status and Transfer of Players".

Regarding the Player's Claims for Recovery of Wage Arrears for November 2023, February 2024, for a One-Time Bonus and Vacation Pay and for Interest Due to Delayed Payments of Arrears:

"The Chamber agrees with the Club's position that the absence without valid reasons from the Club's premises during the period from February 24, 2024, to February 26, 2024, inclusive, and the failure to provide the Club with information about his whereabouts during this period constituted a breach of the Employment Contract by the Player.

(...)

The Chamber believes that if the logic of Clause 8.4 of the Employment Contract were indeed to count "inclusion in the main squad" as any appearance of the Player on the field, then the construction of the clause would be different, and it would have been sufficient to leave only one relevant criterion – the minimum necessary amount of time spent on the field during the game.

However, the general meaning and structure of the clause indicate the opposite. In other words, the Club and the Player agreed that the first and mandatory criterion for counting a

specific match towards the agreed 60% of official matches was the Player's inclusion in the starting lineup, meaning the Player had to be on the field from the first minute of the match.

Thus, the Chamber concludes that in this context, the term "main squad" is a full synonym for "starting lineup," and only under this interpretation does Clause 8.4 acquire a legally understandable content and purpose.

Subsequently, considering the above conclusions, the Chamber determined that the Player did not start in the main lineup and remained on the field for at least 45 minutes in 60% of the official matches of the Club's main team during the first stage of the 2023/2024 sports season. Therefore, the Chamber finds no grounds to satisfy the claim for the one-time bonus of 225,000 rubles.

The claim for the recovery of unpaid vacation pay depends on the claims for the recovery of wage arrears for November 2023, February 2024, and the one-time bonus. Since these claims were not satisfied by the Chamber, the claim for the recovery of unpaid vacation pay in the amount of 61,369 rubles 64 kopecks is also not subject to satisfaction.

(...)

As mentioned above, the Chamber has established the absence of arrears owed to the Player,and therefore, the claim for the payment of interest for the delay in making these payments is also not subject to satisfaction".

Regarding the Player's Claim for the Imposition of a Fine on the Club for Violating Article 17 of the FUR Regulations on Dispute Resolution Concerning the Disclosure of Information to the FUR Management about Violations of FUR Regulations:

"The Player submitted his Claim to the Chamber on March 11, 2024, whereas the publications in the Telegram channel "Honesty is not a Vice" were made on February 29, 2024, i.e., before the Player submitted his Claim to the Chamber.

As of the date of the publications on February 29, 2024, there was no case pending before the Chamber regarding the Player's Claim, and the Club could not have violated the provisions of Clause 2, Article 17 of the FUR Regulations on Dispute Resolution.

Therefore, the Chamber finds no grounds for imposing a fine of 100,000 (one hundred thousand) rubles on the Club for violating Article 17 of the FUR Regulations on Dispute Resolution, nor for notifying the FUR management and/or the FUR Executive Committee about violations of FUR regulations committed by football subject Kantonistov L.D., for the purpose of initiating a meeting of the FUR Ethics Committee".

Regarding the Player's Claim for the Imposition of a Ban on the Club's Registration of New Football Players as a Provisional Measure:

"As stated above, the Chamber has not identified any arrears owed by the Club to the Player, and therefore, there are no grounds for imposing a ban on the registration of new football players by the Club as a provisional measure until the Chamber's decision is fully executed".

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 23 August 2024, in accordance with Article R47 and Article R48 of the Code of Sports-related Arbitration (2022 edition) ("CAS Code"), the Appellant filed its Statement of Appeal with the CAS against the Respondents, challenging the Appealed Decision. In his Statement of Appeal, the Appellant requested that a Sole Arbitrator be appointed, which the Respondents subsequently agreed with.

24. On 11 September 2024, after being granted extensions, the Appellant filed his Appeal Brief in accordance with Article R51 of the CAS Code.

25. On 18 February 2025, after being granted extensions, the First Respondent filed its Answer, in accordance with Article R55 of the CAS Code.

26. The Second Respondent did not file its Answer.

27. On 10 March 2025, the CAS Court Office, on behalf of the Director General of the CAS and further to Articles R33, R52, R53 and R54 of the CAS Code, informed the Parties that the Panel appointed to decide the present dispute was constituted as follows:

    Sole Arbitrator: Mr. Kepa Larumbe, Attorney-at-law in Madrid, Spain

28. On 31 March 2025, after consulting the Parties, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing by video-conference, further to Articles R44.2 and R57 of the CAS Code.

29. On 14 April 2025, after consulting the Parties, the CAS Court Office informed the Parties that the hearing would be held by videoconference on 12 May 2025 at 09:00 CET (Swiss time).

30. On 15 April 2025, the CAS Court Office transmitted to the Parties the Order of Procedure, which was duly signed by the Appellant and the First Respondent on 22 April 2025.

31. On 24 April 2025 and on 25 April 2025, the Appellant and the First Respondent informed to CAS Court Office of the list of persons attending the Hearing and their contact details.

32. On 28 April 2025, the CAS Court Office reiterated the request addressed to the Second Respondent to sign and return a copy of the Order of Procedure to the CAS Court Office and to provide the (i) names of all persons attending the hearing, as well as their contact details, by 2 May 2025.

33. The Second Respondent did not comply with the request of the CAS Court Office of 28 April 2025.

34. On 12 May 2025, the hearing of the present case was held by videoconference. In addition to the Sole Arbitrator and Mr. Andrés Redondo Oshur, CAS Counsel, the following persons attended the hearing:

For the Appellant:	Mr. Ilia Zotov (Legal Counsel). Mr. Kirill Shmarov (Legal Counsel).
For the First Respondent:	Yury Yakhno (Legal Counsel). Maksim Kozyrev (Legal Counsel).

The Second Respondent did not attend the Hearing.

35. At the outset of the hearing, the Parties confirmed that they did not have any objection as to the composition of the Sole Arbitrator. During the hearing, the Parties had the opportunity to present their case, to submit their arguments and submit their final pleadings. At the end of the hearing the Parties expressly declared that they did not have any objections with respect to the procedure and that their right to be heard had been fully respected.

V. SUBMISSIONS OF THE PARTIES

36. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' written submissions, their verbal submissions at the hearing and the contents of the Appealed Decision were all taken into consideration.

A. The Appellant

37. The Appellant made the following requests for relief in its Appeal Brief:

"1) To change the FUR DRC Decision № 014-24 of May 28, 2024 and render an award that satisfies the following demands:

a. Establish the presence of just cause for the unilateral and premature termination of the Employment Contract № 35 dated June 20, 2023, at the initiative of the professional football player Chuperka V. (by his own will) with LLC "PFC "Kuban".

b. Order the Respondent to pay the Claimant the outstanding compensation for the premature termination of the Contract in the amount of 1,224,396 (one million two hundred twenty-four thousand three hundred ninety-six) rubles and 95 kopecks after withholding personal income tax (PIT).

c. Order the Respondent to pay the Claimant the penalty provided for in Clause 52 of Appendix № 3 to the FUR Regulations on the Status and Transfer of Players in the amount of 500,000 (five hundred thousand) rubles after withholding PIT.

d. Order the Respondent to pay the Claimant the outstanding salary for November 2023 in the amount of 302,380 (three hundred two thousand three hundred eighty) rubles and 76 kopecks after withholding PIT.

e. Order the Respondent to pay the Claimant the outstanding salary for February 2024 in the amount of 302,498 (three hundred two thousand four hundred ninety-eight) rubles and 60 kopecks after withholding PIT.

f. Order the Respondent to pay the Claimant the outstanding one-time bonus in the amount of 225,000 (two hundred twenty-five thousand) rubles.

g. Order the Respondent to pay the Claimant the outstanding vacation payments in the amount of 59,477 (fifty-nine thousand four hundred seventy-seven) rubles and 30 kopecks after withholding PIT.

h. Order the Respondent to pay the Claimant interest as provided by Article 236 of the Russian Labor Code for the delay in the payment of the debts specified in this Application, as well as other payments due under Employment Contract № 35 dated June 20, 2023, calculated from the days when the respective payments were due until the date of actual payment;

2) To condemn Limited Liability Company "Professional football club "Kuban" and the Football Union of Russia to the payment of the whole CAS administrative costs, the costs and fees of the arbitrators, or, more generally, the final amount of the cost of arbitration as per Article R64.4 of the Code of Sports-related Arbitration;

3) To condemn Limited Liability Company "Professional football club "Kuban" and the Football Union of Russia to pay wholly any expenses, connected to the arbitration proceedings, and to pay Mr. Valeriy Chuperka wholly all his expenses connected to this proceeding, including the costs of legal services and the costs of the services of the interpreters".

38. The Appellant's submissions, in essence, may be summarized as follows:

1. Just cause for termination of employment contract:

The Appellant submits that the employment relationship was terminated with just cause due to the Club's conduct, which amounted to a fundamental breach of the employment contract. Specifically, the Club's actions contravened Article 14 of the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP) and Article 11 of the FUR RSTP. The Club unilaterally removed the Appellant from team activities, imposed an individual training regime without justification, excluded him from pre-season medical examinations, and falsely claimed an

injury to deregister him. Such actions represent abusive conduct designed to compel the Appellant's resignation.

2. Discriminatory and abusive conduct:

The Appellant experienced prolonged discriminatory treatment by the Club, which included his exclusion from team chats and official communications, denial of training and match participation, and unauthorized registration with a non-professional youth team. These measures breached the Club's obligations as an employer and impaired the Appellant's right to develop and perform as a professional athlete.

3. Unlawful deregistration based on falsified grounds:

On 22 February 2024, the Club deregistered the Appellant from the professional roster under false excuses, citing an injury that never occurred. The deregistration was not communicated to the Appellant, and no legitimate basis was offered during the proceedings before the FUR DRC. The Appellant further states that "*during the hearings of the FUR DRC, the First Respondent acknowledged the falsity of the report sent to the League, as the Football Player did not participate in any training activities during the camp and, therefore, did not sustain any injury*".

4. Failure to fulfil financial obligations:

The Club failed to comply with its financial obligations by withholding salary payments for November 2023 and February 2024, refusing to pay a contractual one-time bonus of RUB 225,000, omitting final vacation pay, and failing to pay compensation for the premature termination of the employment contract. These breaches contravene Article 140 of the Russian Labor Code and justify an award of compensation and accrued interest pursuant to Article 236 of the same code.

5. Invalid and disproportionate disciplinary sanctions

The Club imposed disciplinary sanctions and withheld bonuses exceeding 85% of monthly wages, in direct violation of Articles 138 and 193 of the Russian Labor Code. The sanctions lacked procedural compliance, including the required waiting period for employee explanations. The Appellant referenced CAS 2018/A/5807 to argue that any waiver of procedural rights by an employee under such pressure must be disregarded.

6. Misinterpretation of bonus clause by FUR DRC:

The FUR DRC erroneously interpreted the term "main squad" in Clause 8.4 of the employment contract to mean "starting lineup", leading to the wrongful denial of the Appellant's bonus claim. The Appellant contended that the term is ambiguous and should have been construed in his favor, especially as his appearances (45+ minutes) met the objective match participation criteria.

7. Entitlement to sanctions against the club:

Pursuant to subparagraph 52 of Annex 3 of the FUR RSTP, the Appellant seeks the imposition of a fine of RUB 500,000 against the Club for contract termination during the protected period. The Appellant further asserts that the Club's attempt to substitute this fine with an already-imposed FIFA registration ban constitutes an abuse of process and undermines the deterrent effect of FUR sanctions.

B) The First Respondent

39. The First Respondent made the following requests for relief in its Answer to the Appeal:

"*1. The appeal filed by Mr. Valeriy Chuperka is dismissed.*

2. The decision of the FUR Dispute Resolution Chamber dated 28 May 2024 No. 014-24 is confirmed.

3. Mr. Valeriy Chuperka shall bear all costs incurred with the present procedure.

4. Mr. Valeriy Chuperka shall pay the Football Club Kuban a contribution towards the its legal fees and other expenses incurred in connection with the present proceedings, in the amount to be determined at the Sole Arbitrator's discretion".

40. The First Respondent´s submissions, in essence, may be summarized as follows:

1. No just cause for unilateral termination by the player:

FC Kuban submits that the Player unilaterally terminated his employment contract without just cause, contrary to the provisions of Article 11(4) of the FUR Regulations on the Status and Transfer of Players (FUR RSTP). The Player failed to observe the mandatory 10-day period granted to the Club to remedy the alleged contractual breaches, having submitted his resignation on 28 February 2024—just one day after issuing his formal notice, and well before expiry of the 10-day period required under Article 11(4) FUR RSTP.

2. Lawful Registration with the youth team and non-applicability of "Deregistration" Ground:

The Club contends that the Player was validly registered with FC Kuban's youth team on 22 February 2024, thereby fulfilling the requirement under Article 11(2)(2) FUR RSTP to be registered with at least one of the Club's teams. The contract expressly allowed the Player to be assigned to any of the Club's teams. As such, the "deregistration" argument is invalid. The level of competition or Player's subjective preferences are irrelevant under the binding contractual and regulatory framework.

3. Allegations of discriminatory treatment are unfounded:

FC Kuban argues that the Player's training under an individual schedule from January 11 to February 23, 2024, was mutually agreed upon, and not discriminatory or punitive. The Player neither objected to the arrangement nor raised any concerns until late February, and had even requested extensions of the arrangement. Therefore, any claim of discrimination or breach

of the employment relationship lacks credibility and violates the principle of *venire contra factum proprium*.

4. Bonus and salary deductions were lawful and contractually grounded:

The Club maintains that it acted in accordance with the Contract and Annex 2 when it imposed a 100% reduction in the Player's monthly incentive payments for November 2023 and February 2024. These actions were not disciplinary sanctions under labor law but contractual deductions provided for in cases of unauthorized absences. The Player missed an official match and three training days without justification. Russian court precedents support the Club's position that delayed familiarization with disciplinary orders does not invalidate them.

5. No entitlement to One-Time bonus:

The Player's claim for a one-time bonus of RUB 225,000 is denied on the basis that he did not meet the dual criteria outlined in Clause 8.4 of the Contract: participation in 60% of official matches of the main team, and fielding in the 'main squad' (i.e., starting lineup) for at least 45 minutes. FC Kuban contends that the term "main squad" unambiguously refers to starting appearances and that the Player's interpretation is inconsistent with the structure and wording of the clause.

6. Fine under FUR RSTP Annex 3 §52 is inapplicable:

FC Kuban asserts that the Player himself terminated the contract, not the Club. Therefore, the fine of RUB 500,000 under Annex 3 §52 FUR RSTP—applicable only to premature terminations initiated by clubs during the protected period—cannot be imposed. An expansive interpretation of this provision would contradict established CAS principles on regulatory interpretation (*in claris non fit interpretatio*).

C) The Second Respondent

41. The Second Respondent did not file the Answer to the Appeal Brief.

VI. JURISDICTION

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

"An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body".

43. In addition, Article 47 of the FUR Statutes states:

«1. In accordance with the specific provisions of FIFA Statutes, UEFA Statutes and FUR Statutes any appeal against final and legally binding decision passed by FIFA, UEFA and FUR may be heard by the CAS. This court of arbitration for sport, however, shall not hear appeals on the categories of disputes as defined by FIFA, UEFA, FUR or against the decisions rendered by the independent and duly constituted Russian arbitration tribunal referred to in Article 45 of these Statutes.

2. The FUR shall cause the implementation in full of any final decisions rendered by FIFA and UEFA authorities or delivered by the CAS, by the FUR, by its members, the leagues, the clubs, the players and officials.

44. Article 58 of the FUR Regulations on Dispute Resolution provides that:

"1. The DRC's decision, made on the matters specified in paragraph 1, article 18 of these Regulations, excluding the issues listed in subparagraphs "a" – "f" of paragraph 1, article 18 of these Regulations, may be appealed only to the Committee within 5 (five) business days from the moment of receiving the DRC's decision in its entirety.

2. The decision of the Committee can be appealed within 21 (twenty-one) days from the moment the parties receive the Committee's decision in its entirety at the Court of Arbitration for Sport (CAS), unless the arbitration agreement does not provide for an appeal to the National Centre for Sports Arbitration (NCSA).

3. The DRC's, made on the matters specified in subparagraphs "a" – "f" of paragraph 1, article 18 of these Regulations, may be appealed within 21 (twenty-one) days from the moment the Parties receive the DRC's decision in its entirety at the arbitration institution (NCSA or CAS), agreed upon by the parties in the arbitration agreement at the conclusion of the employment contract.

4. Only those disputes falling within the competence of the DRC and the Committee according to these Regulations may be referred to the NCSA for consideration".

45. Additionally, Article 12 (3) of the Employment Contract reads as follows:

"12.1. In the event of a dispute between the Parties, it shall be resolved through direct negotiations.

12.2. If the dispute between the Parties is not resolved, it shall be settled by the jurisdictional bodies of the FUR in accordance with the FUR Regulations on the Status and Transfer of Players.

12.3. If either Party disagrees with the decision of the jurisdictional bodies mentioned in Clause 12.2 of this Contract, the Parties shall refer the dispute to the Court of Arbitration for Sport in Lausanne (hereinafter referred to as "CAS") in accordance with the CAS Code. The competence of CAS to consider the relevant dispute between the Employee and the Employer shall be determined in accordance with the CAS Code and the law of the country where CAS is located".

46. The jurisdiction of CAS, which is not disputed by the Parties, is based on the above-mentioned provisions. In addition, the Appellant and the First Respondent confirmed the jurisdiction of CAS by signing the Order of Procedure.

47. The Sole Arbitrator, therefore, is satisfied that CAS has jurisdiction over this dispute.

VII. ADMISSIBILITY

48. Article 58(3) of the FUR Regulations on Dispute Resolution provides that:

"*3. The DRC's, made on the matters specified in subparagraphs "a" – "f" of paragraph 1, article 18 of these Regulations, may be appealed within 21 (twenty-one) days from the moment the Parties receive the DRC's decision in its entirety at the arbitration institution (NCSA or CAS), agreed upon by the parties in the arbitration agreement at the conclusion of the employment contract*".

49. Additionally, Article R49 of the CAS Code provides as follows:

"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late".

50. It is undisputed that the appeal was filed within the 21 days set by Article 58(3) of the FUR Regulations on Dispute Resolution. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

51. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

52. Article R58 of the CAS Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

53. CAS panels have interpreted Article R58 of the CAS Code as follows (CAS 2017/A/5465, 2017/A/5374, CAS 2018/A/5624, etc.):

"*Pursuant to Article R58 of the Code, in an appeal arbitration procedure before the CAS, 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". It follows from this provision that the "applicable regulations", i.e. the statutes and regulations of the sports organisation that issued the decision (here FIFA) are applicable to the dispute irrespective of what law the Parties have agreed upon. In the Sole Arbitrator's view, the Parties cannot derogate from this provision if CAS retains jurisdiction which is the case here. To conclude, therefore, the Sole Arbitrator finds that Article R58 of the Code takes precedent over the direct choice-of-law clause contained in the Parties' agreements and that, thus, the FIFA rules and regulations apply primarily." (para. 57, CAS 2017/A/5374; para. 57, CAS 2018/A/5624)

54. In the present case, the Employment Contract concluded between the Player and the Clubs contained a provision that addressed applicable law in Article 12 (3):

"*12.3. If either Party disagrees with the decision of the jurisdictional bodies mentioned in Clause 12.2 of this Contract, the Parties shall refer the dispute to the Court of Arbitration for Sport in Lausanne (hereinafter referred to as "CAS") in accordance with the CAS Code. The competence of CAS to consider the relevant dispute between the Employee and the Employer shall be determined in accordance with the CAS Code and the law of the country where CAS is located".*

55. Therefore, based on the above-mentioned provisions, the Sole Arbitrator shall apply primarily the FUR Regulations, namely the FUR RSTP, and subsidiarily Russian Law, since this is "*(…) the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled*" (which, in this case, is the FUR).

56. Notwithstanding the above, since the contractual stability is one of the pillars of the transfer system, the Sole Arbitrator has also taken into account the principles codified in the FIFA RSTP. In this respect, the Sole Arbitrator referred to Article 1 of the FIFA RSTP, which establishes that member associations must incorporate certain core principles of the FIFA Regulations into their domestic regulations

IX. MERITS

A. Summary of the dispute

57. Before addressing the legal issues at stake, the Sole Arbitrator deems it useful to clarify the scope of the appeal and review.

58. In this appeal, the Player is challenging a decision of the FUR DRC which considered that he breached the Employment Contract without just cause and rejected all claims against the Club.

59. Specifically, the dispute concerns the unilateral termination of the Employment Contract by the Player, Mr. Valeriy Chuperka, and the legal consequences arising therefrom under the

applicable regulatory framework. The core legal issue is whether the Player had *just cause* to terminate the employment contract with Kuban prior to its expiration date, pursuant to Article 11 of the FUR RSTP. The case further involves claims for outstanding remuneration, incentive bonuses, vacation pay, and contractual penalties, as well as the alleged imposition of disciplinary measures in breach of labor and contractual standards. Ancillary issues include the legal validity of the Player's assignment to the Club's youth team, the procedural sufficiency of notices and deadlines under Russian and sports regulatory law, and the Club's potential liability for sporting sanctions under FUR regulations.

60. According to Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law of the case and can decide the dispute *de novo*. The Sole Arbitrator may issue a new decision which replaces the decision challenged, may annul the decision, or refer the case back to the previous instance.

61. The legal issues to be decided by the Sole Arbitrator are the following:

1. Did the Player terminate the Employment Contract with or without just cause?

2. In the event that the Sole Arbitrator considered that the Employment Contract was terminated with just cause:

    a. What compensation should be awarded to the Player?

    b. Is the penalty provided for in Clause 52 of Appendix № 3 to the FUR Regulations on the Status and Transfer of Players applicable?

3. Is the Player entitled to receive the following payments?

    a. The bonus payment for November 2023.

    b. The bonus payment for February 2024.

    c. The one-time bonus.

    d. The vacation payments.

B. Did the Player terminate the Employment Contract with or without just cause?

62. The principle of contractual stability between professional football players and clubs is one of the fundamental pillars underpinning the FIFA RSTP and a core objective of the football transfer system. The FIFA "Commentary on the Regulations on the Status and Transfer of Players" (2021 edition) explains the background of this principle:

"In 2001, the introduction of provisions regarding contractual stability into the Regulations was certainly perceived as revolutionary, as was the fundamental reform and revision of the entire football transfer system.

However, many of the applicable rules simply reflect generally accepted principles of contract and employment law, such as:

– the principle that contracts must be respected ("pacta sunt servanda");

– the principle that a contract may be terminated with just cause without penalty of any kind; and

– the principle that compensation should be paid whenever a contract is terminated without just cause.

The Regulations also contain several other provisions designed to complement these principles, which establish particular rules that are specific and unique to football. These include:

– the principle that a contract may be terminated with sporting just cause;

– the principle that a contract may not be unilaterally terminated during the season;

– the principle that the player and their new club should be held jointly and severally liable for compensation payable by the player to their former club;

– the principle that sporting sanctions can be imposed for terminating a contract without just cause; and

– the principle that sporting sanctions can be imposed on a club if it induces a player to terminate a contract without just cause.

Together, these principles provide a framework for ensuring contractual stability between professional players and clubs".

The codification of the general principle of the contractual stability is set out in Articles 13 to 18 of the FIFA RSTP and it is a mandatory provision that each FIFA member association shall include in its regulations (article 1 of the FIFA RSTP).

63. The notion of just cause has been introduced in the FIFA RSTP following the Court of Justice of the European Union judgment in case C-650/22, "*to provide more clarity and predictability and codify the long-standing case law of the Football Tribunal when determining whether such just cause exists in a given case"* (FIFA Circular letter nº 1917 of 23 December 2024). In this context, Article 14 (1) of the FIFA RSTP states as follows:

"A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. ***In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship".***

64. The FIFA "Commentary on the Regulations on the Status and Transfer of Players" (2021 edition) also summarizes the CAS jurisprudence as to "just cause":

"CAS has drawn a parallel between the concept of "just cause" as defined in article 14 of the Regulations and the concept of "good cause" in article 337(2) of the Swiss Code of Obligations (SCO). Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties. When required to assess whether a valid reason existed for a unilateral contract termination, the following principles should be applied, while considering the specific circumstances of each individual matter:

Only a sufficiently serious breach of contractual obligations by one party to the contract qualifies as just cause for the other party to terminate the contract.

In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.

The termination of a contract should always be an action of last resort (an "ultima ratio" action)".

65. The FUR RSTP follows the same general principles stablished in the FIFA regulations. Specifically, the general rule that prevents the parties to an employment contract from terminating it unilaterally find its exception in the so-called "just cause". Article 8 of the FUR RSTP states:

"*ARTICLE 8. Maintaining the stability of employment contracts concluded between the Professional Football Clubs and the Professional Football players, as well as between the Professional Football Clubs and the coaches.*

1. The Employment contract between the Professional Football Club and the Professional Football player may be terminated without payment of compensation and (or) the invocation of sports sanctions upon expiration of the employment contract either by parties' agreement or due to circumstances beyond the control of the parties, as well as in other cases provided for by these Regulations.

2. Termination of the employment contract between the Professional Football Club and the Professional Football player during the sports season is generally not allowed, except as provided in these Regulations.

3. The employment contract between the Professional Football Club and the Professional Football player may be terminated at the initiative of one of the parties without any consequences if there are grounds provided for in these Regulations. In the event of the employment contract termination without valid reasons, the defaulting party shall in all cases pay the other party compensation, which is calculated in the manner prescribed by these Regulations.

4. The effect of this article in the cases expressly provided for by these Regulations applies to employment contracts concluded between Professional Football Clubs and football team

coaches participating in professional competitions (hereinafter - in articles 9-12 of these Regulations referred to in the singular as "coach")".

66. Additionally, Article 11 of the FUR RSTP regulates the valid reasons for terminating the employment contract on the professional football player's initiative:

"1. Valid reasons for terminating the employment contract on the initiative of the Professional Football player (at his own request) are: 1) a material violation by the Professional Football Club of the employment contract and (or) local normative acts containing employment law; 2) loss of professional status by the football club; 3) restoration of amateur status by the Professional Football player in accordance with these Regulations.

2. Material violation of the employment contract and (or) local normative acts containing employment law norms is recognized (established) in this Regulation:

1) the presence of arrears in monthly salary and (or) other monthly payments due to the Professional Football player/coach in the amount equal to or more than the amount of 2 (two) average monthly earnings, or the presence of arrears in lump sum remuneration, the amount of which is equal to or more than the amount 2 (two) average monthly earnings, provided that the entire amount of such lump remunerations is overdue for more than 30 (thirty) days from the date they were due to be paid.

2) non-inclusion of the Professional Football Player who has reached the age of 18 (eighteen) years in the application of at least one of the professional football club teams for the current season, not related to the athlete's temporary disability caused by an athletic injury or general illness, as well as not related to sports disqualification, banning any football-related activity or transferring to another club on a "loan" basis;

3) violation of the Professional Football player rights (discrimination compared to football players of the respective club) in preparation for the competition in the form of unreasonable (in particular, not related to medical indications) long training events outside the club's teams, as well as in the form of unreasonable long absence of training events;

4) failure to comply with the Dispute Resolution Chamber decisions in respect of arrears in earnings and (or) other payments due to the Professional Football player/coach in a timely manner;

5) other material violation (a set of violations generally recognized as material) committed by the Professional Football Club.

3. The presence or absence of valid reasons for early termination of the employment contract on the initiative of the Professional Football player or coach (at his own request) is established in each specific case by the Dispute Resolution Chamber. Other valid reasons for early termination of the employment contract on the initiative of the Professional Football player or coach (at his own request), in addition to those established by these

Regulations, may be provided for in his employment contract with a professional football club.

4. When intending to terminate the employment contract due to the material violation by the Professional Football Club, the Professional Football player/coach should send a claim with the Professional Football Club demanding that the material violation be eliminated within the time limit set by the claim, as well as indicating the intention to terminate the employment contract in case of non-elimination by the Professional Football Club of the material violation of the employment contract and (or) local normative acts. The term for the elimination of the material violation by the Professional Football Club established by such claim, for the cases specified in subclauses 1 and 5 of clause 2 of article 11 of the Regulations may not be less than thirty (30) calendar days. The term for the elimination of the material violation by the Professional Football Club established by such claim, for the cases specified in subclauses 2, 3, 4 of clause 2 of article 11 of the Regulations, cannot be less than 10 (ten) calendar days.

5. If the Professional Football Club fails to eliminate the material violation within the time limit established by the claim referred to in clause 4 of this article, the Professional Football player/coach has the right to immediately terminate the employment contract with the Professional Football Club and/or to apply to the Dispute Resolution Chamber with the request to recognize such violation as material for the purpose of termination of the employment contract on the Professional Football player's initiative (at his own request) for a valid reason.

6. The presence of valid reason for the termination of the employment contract on the initiative of the Professional Football player/coach (at his own request) by virtue of the material violation of the employment contract and (or) local normative acts containing employment law norms established by the Dispute Resolution Chamber decision that has come into force for the professional footballer/coach concerned until the club has completely eliminated the violation, unless a longer period is determined by the Dispute Resolution Chamber decision.

7. If there is the material violation of the employment contract and (or) local normative acts containing employment law norms established by the Dispute Resolution Chamber decision, and if at the time of the decision of the Dispute Resolution Chamber, the employment contract has not been terminated, the Professional Football player/coach has the right to terminate the employment contract on the date specified in the application".

67. The Player terminated the employment contract unilaterally, alleging the existence of valid reasons as defined in Article 11 of the FUR RSTP. Specifically, the Player invoked the following grounds:

- Material breach by the Club pursuant to Article 11.2.1, namely the existence of salary arrears equal to or exceeding two average monthly earnings;

- Unjustified exclusion from squad registration as set forth in Article 11.2.2, contending that he was not registered with any of the Club's professional teams for the relevant season without any medical, disciplinary or sporting justification;

- Discriminatory training treatment under Article 11.2.3, asserting that he was subject to prolonged exclusion from training with the team without objective grounds.

These acts and omissions, individually and cumulatively, were alleged by the Player to constitute material violations of the employment contract and/or applicable employment-related regulatory provisions, thus entitling him to terminate the agreement unilaterally in accordance with Article 11.1.1 and 11.5 of the FUR RSTP.

68. The Club contested the validity of the termination, denying the existence of any material breach. It submitted that:

- The alleged arrears did not meet the statutory threshold to constitute a material breach under Article 11.2.1;

- The Player's non-inclusion in the team roster was based on legitimate sporting or disciplinary grounds;

- There was no differential or discriminatory treatment in the Player's training conditions compared to other members of the squad;

- The termination constituted an abuse of rights, allegedly aimed at facilitating a move to another club free of contractual obligations.

69. In light of the above, the Club requested that the termination be declared unjustified, with the corresponding legal consequences to be determined in accordance with the applicable regulatory framework

70. From the evidence adduced in the present proceedings, the Sole Arbitrator observes that the Club failed to adequately monitor the Player's progress during his period of individual training. The fact that the rest of the first team squad, including the Head Coach, was attending a pre-season training camp abroad (in Turkey) further complicated any meaningful supervision or structured reintegration process for the Player.

71. In particular, the Employment Contract explicitly recognizes the Employer's right, under certain conditions and for medical or performance-related reasons, to assign an to the Player (Article 2.12) and provides for structured procedures governing training, competition, and professional integration, but the Club's decision to isolate the Player from collective training was not accompanied by an adequate plan for recovery or reintegration and, as such, cannot be regarded as a bona fide exercise of its managerial discretion. On the contrary, the Sole Arbitrator finds that the manner in which the individual training was imposed lacked objective justification and was not carried out in the Player's professional interest.

72. Moreover, the Club proceeded to deregister the Player from the professional team and register him with a youth team competing in amateur-level competitions—without prior notification or consent from the Player. This decision effectively deprived the Player of his professional status and his right to participate in official professional competitions, in clear contravention of the rights guaranteed to him under the employment contract.

73. In the Sole Arbitrator's view, these actions, taken cumulatively, exceeded the Club's contractual rights and amounted to an unilateral alteration of essential terms of the employment relationship. The Club's conduct resulted in a significant deterioration of the Player's professional status, competitive opportunities, and employment conditions.

74. Accordingly, the Sole Arbitrator concludes that the Club's conduct constituted a material violation of the employment contract, within the meaning of Article 11.2.2 and 11.2.3 of the FUR RSTP, thereby potentially giving rise to a valid ground for termination on the Player's initiative, subject to compliance with the applicable procedural requirements.

75. In his own written notice dated 24 February 2024, the Player granted the Club a period of ten (10) calendar days to remedy the alleged violations of the employment relationship in compliance with Article 11.4 of the FUR RSTP for violations related to the unjustified exclusion from squad registration (Article 11.2.2 of the FUR RSTP) and to the discriminatory training treatment (Article 11.2.3 of the FUR RSTP).

76. The requirement for a professional football player to serve formal notice to the club before unilaterally terminating the employment contract—pursuant to Article 11.4 of the FUR RSTP—cannot be regarded as a mere procedural formality. Rather, it constitutes a fundamental legal safeguard designed to uphold the principles of contractual good faith, proportionality, and the right to cure.

77. This mechanism ensures that the club is provided with a genuine opportunity to remedy the alleged breach within a clearly defined period, thus preserving the continuity and stability of the employment relationship wherever possible. The regulatory framework recognizes that premature or precipitous termination may have significant consequences not only for the parties, but also for the broader sporting context.

78. Additionally, the notice obligation serves a protective function for both parties, by mitigating the risk of opportunistic or strategic termination without giving the allegedly defaulting party a fair chance to rectify the situation. This aligns with broader principles of equity and procedural fairness, which are inherent to the regulatory architecture governing employment relationships in professional football.

79. Accordingly, the failure to respect the mandatory notice period may result in the disqualification of the alleged breaches as valid grounds for termination, or a finding that the termination was carried out without just cause.

80. Therefore, the notice period is not to be construed as a mere procedural formality, but rather as an integral part of the contractual termination mechanism under Article 11 FUR RSTP,

ensuring both legal certainty and substantive fairness in the resolution of employment disputes.

81. The Sole Arbitrator notes that rather than allowing the Club the full period to respond and, if appropriate, take corrective action, the Appellant unilaterally terminated the contract only three days later, on 27 February 2024. This conduct deprived the Club of its contractual and procedural right to cure, thereby undermining any legitimate claim of just cause.

82. Having carefully reviewed the facts and evidence presented in this case, the Sole Arbitrator finds no exceptional circumstance—whether factual, legal, or procedural—that would have rendered compliance with the 10-day deadline impracticable or unnecessary. The breaches alleged by the Player do not present such an irreversible harm as to dispense with the obligation to provide the Club a minimum opportunity to cure.

83. Consequently, the Sole Arbitrator is of the view that the Player's failure to comply with the 10-day notice requirement undermines the validity of the unilateral termination. The procedural step of formal notice is not merely symbolic, but a substantive element of the termination mechanism established under the FUR RSTP, designed to preserve contractual stability and ensure due process.

84. Accordingly, in the absence of duly substantiated exceptional grounds, the Player's omission of this procedural requirement cannot be justified and must be taken into account in the determination of whether the termination was effected with or without just cause.

85. Finally, the unilateral termination of an employment contract should always be an action of last resort taken after having exhausted all the possibilities to make the other party amend the breach of contract. In CAS 2014/A/3684 & CAS 2014/A/3693, Award of 16 September 2015, the Panel stated as follows:

"*80. The Panel agrees with the reasoning of FIFA DRC that 8 days' absence of a player cannot be viewed as just cause to terminate the contract, particularly without prior warning by the Club and accepts that only breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. Further, only when there are objective criteria which do not reasonably justify the expectation of continuation of the employment relationship between the parties may a contract be terminated prematurely. Hence, if more lenient measures or sanctions can be imposed by an employer to ensure the employee's compliance with his contractual obligations of his contractual duties, such measures should be implemented before terminating an employment contract. A premature termination of an employment contract can always only be an ultima ratio*".

86. In view of the above, the Sole Arbitrator considers that the Player did not fulfil the requirements established in the FUR RSTP in order to qualify the early termination of the Employment Contract based in just cause. This conclusion makes it unnecessary to address the financial consequences of the termination.

C. Is the Player entitled to receive the outstanding payments?

87. The Player considers that he is entitled to receive the following amounts from the Club:

- The outstanding salary for the month of November 2023 in the amount of RUB 302,380.76 (three hundred two thousand three hundred eighty rubles and seventy-six kopecks) net, after the withholding of personal income tax (PIT), plus interests;

- The outstanding salary for the month of February 2024 in the amount of RUB 302,498.60 (three hundred two thousand four hundred ninety-eight rubles and sixty kopecks) net, after the withholding of PIT, plus interests;

- The outstanding one-time bonus in the amount of RUB 225,000 (two hundred twenty-five thousand rubles), as provided for in Article 8.4 of the Employment Contract, for participation in 60% of the official matches during the 2023/2024 sports season, plus interests;

- The vacation payments in the amount of RUB 59,477.30 (fifty-nine thousand four hundred seventy-seven rubles and thirty kopecks) net, after the withholding of PIT, plus interests;

88. The assessment of the of the amounts claimed is independent of the legal characterization of the early termination of the contract, insofar as these claims arise from the performance of the contractual relationship between the parties. The Sole Arbitrator will now address each of the claimed items separately.

C.1. The salary for the month of November 2023.

89. The Player contends that the Club unlawfully withheld the bonus payment corresponding to November 2023 in the amount of 302,380.76 Rubles (after tax), in breach of the Employment Contract. He submits that the disciplinary sanction imposed by the Club—namely, a 100% reduction of the monthly bonus—was procedurally and substantively flawed. In summary, the Player argues that:

- The disciplinary measure was imposed without due process, in contravention of Article 193 of the Russian Labour Code, as he was not timely informed of the sanction within the statutory three-day period.

- The reduction of the bonus constituted a disproportionate penalty, especially considering the mitigating circumstances surrounding his absence from the match on 25 November 2023, which he attributes to a family emergency involving his spouse's mental health.

- The Club's actions amounted to a "double penalty," as the Player was both reprimanded and deprived of his bonus, in violation of the principle of proportionality and the jurisprudence of the Court of Arbitration for Sport (CAS).

- The Player maintains that the bonus formed part of his regular remuneration and that its non-payment constitutes an outstanding debt under the Contract and applicable labour law.

90. The Club asserts that the reduction of the Player's November 2023 bonus was lawful, contractually justified, and procedurally compliant. In summary, the Club submits that:

- The Player's absence from the official match against FC Sokol on 25 November 2023 was unjustified and unexcused, notwithstanding his vague reference to "family circumstances," which he refused to substantiate.

- Pursuant to Annex 2, paragraph 1, subparagraph 4 of the Employment Contract, the Club was entitled to reduce the Player's incentive payment by up to 100% in the event of absence from an official match without valid reason or timely notification.

- The disciplinary procedure was duly followed, including a request for written explanation and the issuance of a formal order dated 22 December 2023. The Club contends that any delay in notifying the Player of the order does not invalidate the sanction under prevailing Russian jurisprudence.

- The Club denies that the bonus reduction constitutes a "double penalty," arguing that the reduction was a contractual consequence of the Player's conduct and not an additional disciplinary measure.

- The Club further argues that the Player's failure to perform his contractual obligations precludes him from claiming the bonus under the principle of *"exceptio non adimpleti contractus,"* as recognized in CAS jurisprudence.

91. It is undisputed that the Player was absent from the official match held on 25 November 2023. The Player informed the Club of his inability to participate shortly before the team's scheduled departure, citing unspecified "family circumstances" of a medical nature. However, the Player did not provide any supporting documentation or evidence to substantiate the alleged emergency, either at the time of the incident or during the subsequent disciplinary proceedings.

92. Under well-established principles of evidentiary law, the burden of proof lies with the party asserting a fact. In this case, the Player bore the burden of demonstrating that his absence was justified by compelling personal or medical reasons. In the absence of any corroborating evidence, the Club was entitled to treat the absence as unjustified and to impose a disciplinary sanction in accordance with the terms of the Employment Contract and the Club's internal regulations.

93. The Sole Arbitrator finds that the Player's claim for the payment of the November 2023 bonus must be dismissed. It is undisputed that the Player failed to attend the official match scheduled for 25 November 2023 and that such absence was not justified by any verifiable or documented reason.

94. The Sole Arbitrator considers that an unexcused absence from a competitive fixture constitutes a serious breach of professional obligations, particularly in the context of a team sport where individual conduct directly affects collective performance.

95. Pursuant to Article 8.3 of the Employment Contract, the monthly bonus is awarded at the discretion of the Employer and is expressly linked to the diligent performance of the Player's duties, including compliance with internal regulations and the absence of disciplinary sanctions. Furthermore, Appendix 2 of the Contract provides that in cases of unjustified absence from an official match, the Club is entitled to reduce the bonus by up to 100%. The Sole Arbitrator emphasizes that such a reduction concerns only the discretionary bonus and does not equate to a reduction of the Player's fixed salary.

96. In view of the above, the Club acted within its contractual rights in withholding the November 2023 bonus in full, and the Player's claim in this respect is therefore rejected.

C.2. The salary for the month of February 2024.

97. The Player alleges that the Club unlawfully withheld the bonus payment for February 2024 in the amount of RUB 302,498.60 (after tax), in violation of the Employment Contract. He submits that:

- His absence from the Club's premises between 24 and 26 February 2024 was not unjustified, as he had previously sent a written notice on 24 February 2024 requesting to be reinstated to team training and to be informed of the training schedule.

- The Club failed to respond to this request and instead issued a disciplinary order on 28 February 2024, reducing his February bonus by 100%, without observing the procedural safeguards required under Article 193 of the Russian Labour Code.

- The Club's actions were retaliatory and part of a broader pattern of discriminatory conduct aimed at forcing the Player to terminate the contract.

- The Player maintains that he was available and willing to perform his duties and that the Club's failure to provide timely information or access to training cannot be construed as misconduct on his part.

98. The Club contends that the reduction of the February 2024 bonus was lawful and justified under the terms of the Employment Contract. Specifically, the Club argues that:

- The Player was absent from the Club's training base from 24 to 26 February 2024 without valid justification, despite the expiration of his individual training schedule on 23 February 2024.

- The Club issued a formal request on 27 February 2024 for the Player to explain his absence, but no response was received. Consequently, the Club issued a disciplinary order on 28 February 2024, reducing the bonus in accordance with Annex 2, paragraph 1, subparagraph 2 of the Contract.

- The Club asserts that the Player's termination of the contract on 28 February 2024 precluded the need to wait for the full two-day explanation period, as the employment relationship had already ended.

- The Club maintains that the disciplinary measure was proportionate and contractually grounded, and that the Player's conduct constituted a breach of his professional obligations.

99. The Sole Arbitrator observes that the Club imposed the disciplinary sanction imposed by the Club in February 2024—specifically, the 100% reduction of his monthly bonus— without hearing the Player, as he was requested for explanations until the 29th of February. This must lead to the annulment of the sanction for the following reasons:

- The right to be heard is a fundamental principle of both labour law and procedural fairness that an employee must be given an opportunity to provide explanations before the imposition of any disciplinary measure. This principle is codified in Article 193 of the Labour Code of the Russian Federation, which expressly requires that the employer request a written explanation from the employee and allow a period of two working days for a response. Only after the expiration of this period, and in the absence of a response, may the employer proceed to draw up an act of non-submission and impose a sanction.

- In the present case, the Club issued a written request for the Player's explanation on 27 February 2024, concerning his alleged unauthorized absence from 24 to 26 February 2024. However, the Club proceeded to issue the disciplinary order the very next day, on 28 February 2024—before the expiration of the two-working-day period required by law. This procedural irregularity deprived the Player of a meaningful opportunity to present his position and violated his right to be heard.

- The right to be heard is not a mere formality; it is a substantive guarantee that ensures fairness and transparency in disciplinary proceedings. The Club's failure to respect this right undermines the legitimacy of the sanction and constitutes a breach of both statutory and contractual obligations.

- The Player did not waive his right to respond, nor did he refuse to cooperate with the Club. On the contrary, he had previously submitted a written request on 24 February 2024 seeking reinstatement to team training and clarification of the training schedule. The Club's failure to engage with this communication further underscores the lack of procedural fairness in its subsequent disciplinary action.

- The fact that the Player terminated the Employment Contract on 27 February 2024 is not relevant to the salaries he was entitled to receive under the duration of the employment relationship.

100. In view of the above, the Sole Arbitrator finds that the disciplinary sanction imposed on the Player in February 2024 was rendered in breach of his right to be heard and in violation of Article 193 of the Labour Code of the Russian Federation. Accordingly, the sanction is declared null and void, and the Club is ordered to pay the Player the full amount of the February 2024 bonus, together with the applicable interest rate in application of Article 236 of the Russian Labor Code from 1 March 2024 to the day of actual payment inclusively..

C.3. The one-time bonus.

101. The Player claims entitlement to a one-time bonus of RUB 225,000 for participation in 60% of the official matches of the Club's main team during the first stage of the 2023/2024 season. He argues that:

- He participated in 13 matches of the First League and one Russian Cup match, each for at least 45 minutes, and in four additional matches for less than 45 minutes.

- The term "main squad" in Clause 8.4 of the Contract should be interpreted as referring to any player who takes the field in an official match, regardless of whether they started the match or entered as a substitute.

- The Club's restrictive interpretation of "main squad" as "starting lineup" is not supported by the contractual language and contradicts the Club's own usage of the term on its official website.

- The FUR DRC's rejection of this claim was based on an erroneous interpretation of the Contract and should be overturned.

102. The Club denies that the Player met the conditions for the one-time bonus and submits that:

- Clause 8.4 of the Contract clearly requires that the Player be fielded in the "main squad" and remain on the pitch for at least 45 minutes in 60% of the official matches.

- The term "main squad" must be interpreted as "starting lineup," and the cumulative requirement of both starting the match and playing at least 45 minutes must be satisfied.

- The Player did not start in a sufficient number of matches to meet the 60% threshold, and therefore the bonus is not payable.

- The FUR DRC correctly interpreted the contractual provision and rightly dismissed the Player's claim.

103. Clause 8.4 of the Employment Contract provides that the one-time bonus is payable "*if the Employee participates in 60% of the official matches of the Employer's main team during the 2023/2024 sports season*". The clause does not limit the calculation to the "first part" or "first stage" of the season. The reference to the "2023/2024 sports season" must be understood as encompassing the entire competitive season, from its commencement to its conclusion. Accordingly, in order to be entitled to the bonus, the Player should have participated in at least 18 matches with a minimum duration of 45 minutes in each one of the matches.

104. The bonus is structured as a conditional, performance-based incentive, payable only upon fulfilment of the 60% participation threshold over the full season. The Player's early departure from the Club, whether voluntary or otherwise, does not entitle him to partial payment absent an express contractual stipulation to that effect.

105. The principle of *pacta sunt servanda* requires that contractual terms be respected as written. The Player's interpretation, which seeks to rewrite the scope of Clause 8.4 of the

Employment Contract to apply only to the first half of the season, is inconsistent with the plain language of the agreement and cannot be sustained.

106. For the foregoing reasons, the Sole Arbitrator concludes that the Player has not established his entitlement to the one-time bonus under Clause 8.4 of the Employment Contract. The claim is therefore dismissed in its entirety.

C.4. The vacation payments.

107. The Player asserts that the Club failed to pay the full amount of vacation compensation due to him, resulting in an outstanding balance of RUB 59,477.30 (after tax), "*since the unpaid portion of the salary for November 2023 and the bonus of 225,000 (two hundred twenty-five thousand) rubles was not included in the calculation and payment of vacation pay on December 8, 2023*" (paragraph 69 of the Appeal Brief).

108. The Sole Arbitrator has rejected the Appellant's claims with regard to the disciplinary sanction imposed in November 2023 and to the one-time bonus. Accordingly, the claim related to the vacation payments must also be rejected.

X. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr. Valeriy Nicolaevich Chuperka against the decision nº 014-24 rendered by the FUR Dispute Resolution Chamber on 28 May 2024, is partially upheld.

2. The decision nº 014-24 rendered by the FUR Dispute Resolution Chamber on 28 May 2024 is set aside and FC Kuban is ordered to pay Mr. Valeriy Nicolaevich Chuperka the outstanding salaries in the amount of RUB 302,498.60 (three hundred two thousand four hundred ninety-eight rubles and sixty kopecks) net, after the withholding of personal income tax (PIT), plus the applicable interests under Article 236 of the Labor Code of the Russian Federation, as from 1 March 2024 until the date of effective payment.

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 27 August 2025

THE COURT OF ARBITRATION FOR SPORT

Kepa Larumbe
Sole Arbitrator