



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10394 CPFC Limited T/A Crystal Palace FC v. North County United/Treasure Coast Tritons

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Jordi López Batet, Attorney-at-Law, Barcelona, Spain

in the arbitration proceedings between

CPFC Limited T/A Crystal Palace Football Club, London, United Kingdom

Represented by Mr. John Shea, Mills & Reeve, London, United Kingdom

-Appellant-

and

North County United/Treasure Coast Tritons, Lake Worth Beach, United States of America

Represented by Mr. Jan Schweele, Mr. Thomás Prestes Bosak and Mr João Marcos Canola,
Berlin Sports Law, Lisbon, Portugal

-Respondent-

I. THE PARTIES

1. CPFC Limited T/A Crystal Palace Football Club (“Crystal Palace” or the “Appellant”) is a football club with its registered office in London, United Kingdom, and affiliated to the Football Association (the “FA”).
2. North County United/Treasure Coast Tritons (the “Respondent”) is a football club currently named Altitude Rush affiliated to the United States Soccer Federation (the “USSF”), the latter being disputed by the Appellant in these proceedings.
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Background facts and the proceedings before the FIFA Dispute Resolution Chamber

4. Below is a summary of the main relevant facts, as established on the basis of the Parties’ written and oral submissions, and the evidence taken in the course of the present appeal arbitration proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in the Award only to the submissions and evidence he considers necessary to explain its reasoning.
5. The dispute between the Parties is related to a request for training compensation involving the player Jacob Christian Montes (the “Player”), born on 20 October 1998, as regards of his first registration as a professional player with Crystal Palace on 28 July 2021. Treasure Coast Tritons (formerly named North County United) submitted a claim to the FIFA Dispute Resolution Chamber (the “FIFA DRC”) against Crystal Palace requesting the payment of the amount of EUR 53,506.85 plus interest as training compensation with regard to the Player (ref. TMS 13401). The claim was based on a Player passport issued by the USSF, by virtue of which the Player had been registered for North County United from 11 May 2018 to 4 August 2018 and for Treasure Coast Tritons from 27 March 2019 to 4 August 2019. The details of such passport are summarized as follows:

Season	Birthday	Club(s)	Registration dates	Status
2015	17 th	Schulz Academy	06/07/15 – 31/12/15	Amateur
2016	18 th	Schulz Academy	01/01/16 – 31/07/16	Amateur
2017	19 th	Portland Timbers 2 Academy	27/02/17 – 31/10/17	Amateur
2018	20 th	North County United	11/05/18 – 04/08/18	Amateur
2019	21 st	Treasure Coast Tritons	27/03/19 – 04/08/19	Amateur

6. In accordance with a letter of USSF dated 31 August 2023, “*the same ownership group and organization which presently run Altitude Rush were in charge when the club previously operated under the names North County United and Treasure Coast Tritons. Notwithstanding any alterations in the team’s moniker over the years, ownership and franchise has stayed the same. For unequivocal clarity, the club has participated in USL League Two during its participation in the league structure*”
7. On 13 September 2023, Crystal Palace objected to the claim, by stating in essence that (i) it followed claim TMS 13121 involving Schulz Academy, also present in the Player’s passport, which was rejected by FIFA, so the new claim should have the same outcome, (ii) Treasure Coast Tritons no longer existed, (iii) Treasure Coast Tritons could not be part of Altitude Rush, as the former was actually an affiliate of FC Florida and ultimately changed its name to FC Florida U23’s, (iv) whilst the Player passport shows that the Player was registered with the Claimant between 27 March 2019 and 4 August 2019, the Player was actually trained and developed by FC Florida during such period and (v) the Player could not have been registered with the Treasure Coast Tritons at any point because he was studying at Georgetown University from March to August 2019 and trained with Portland Timbers from February to June 2019, as well as with Næstved Boldklub A/S in June and July 2019.
8. On 5 October 2023, a reply to Crystal Palace’s answer was filed in which it was basically argued that (i) Crystal Palace’s statements asserting that Treasure Coast Tritons “*was an affiliate of FC Florida*” and that the Player did not receive any training or education from the claimant were not supported by relevant evidence, (ii) although there are FIFA TMS accounts for Altitude Rush, Treasure Coast Tritons and North County United, only the latter’s account is active, being this the reason why the claim was filed through this specific user and (iii) in accordance with CAS jurisprudence, a player passport issued by a FIFA member association needs to be considered as the ultimate document for assessing the period of registration of a player with any club, and *in casu*, the Player’s passport issued by the USSF shows the Respondent’s entitlement to training compensation.
9. On 23 October 2023, Crystal Palace contended *inter alia* that it was unclear whether the training rewards claimed would be reverted to North County United or to a third entity, “*Global Sports Group*,” as indicated on the Bank Account Registration Form (“BARF”). Consequently, these rewards may not serve their intended purpose of being invested in the education and development of young players. Moreover, Crystal Palace highlighted that United Soccer Leagues (“USL”)’s Associate General Counsel confirmed via email on 19 October 2023 that “*the owners of FC Florida of USL League Two have formerly done business as North County United and Treasure Coast Tritons.*” Finally, Crystal Palace emphasized that assuming, *quod non*, that the Respondent’s contention on Altitude Rush is correct, then it should have been the one starting the claim in FIFA, which it failed to do.
10. On 2 November 2023, the FIFA DRC issued a decision resolving the dispute between the Parties, which operative part reads as follows:

“1. *The claim of the Claimant, NORTH COUNTY UNITED, is accepted.*”

2. *The Respondent, Crystal Palace, has to pay to the Claimant the amount EUR 53,506.85 of training compensation plus 5% interest p.a. as from 28 August 2021.*
 3. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
 4. *Pursuant to article 24 of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not paid within 45 days of notification of this decision, the following consequences shall apply:*
 1. *The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of three entire and consecutive registration periods.*
 2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the three entire and consecutive registration periods.*
 5. *The consequences shall only be enforced at the request of the Claimant in accordance with article 24 paragraphs 7 and 8 and article 25 of the Regulations on the Status and Transfer of Players.*
 6. *The final costs of the proceedings in the amount of USD 10,000 are to be paid by the Respondent to FIFA reference to case no. TMS 13401 (cf. note relating to the payment of the procedural costs below)."*
11. On 15 February 2024, the grounds of such decision were notified to the Parties, which in the pertinent part read as follows:
1. *"The Claimant requested the payment of training compensation for the first registration of the player as a professional with the Respondent.*
 2. *It is undisputed that the player was registered for the first time as professional with the Respondent on 28 July 2021, before the end of the season of his 23rd birthday.*
 3. *According to art. 2 par. 1 lit. i) of Annexe 4 RSTP, training compensation is due when a player is registered for the first time as a professional before the end of the calendar year of his 23rd birthday.*
 4. *Therefore, training compensation is due.*
 5. *Art. 3 par. 1 of Annexe 4 RSTP stipulates that on registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club.*
 6. *The Respondent rejects the claim of the Claimant because it understands the information provided on the player passport issued by the USSF is inaccurate.*

7. *According to the jurisprudence of the Dispute Resolution Chamber (DRC), the Chamber shall in principle rely on the information inputted in the player passport(s) issued by the relevant member association(s) unless there is clear evidence that would contradict its contents.*
8. *The Claimant provides statements from the USL 2, competition in which it participates, and from the USSF that state that North County United and Treasure Coast Tritons are the same entity.*
9. *Following the above, the Claimant bases its claim on the USSF player passport, according to which the player was registered with it from 11 May 2018 until 4 August 2018, and between 27 March 2019 and 4 August 2019.*
10. *The Respondent refers to the FIFA decision that rejected TMS 13121, filed by another training club of the player regarding his first registration as a professional, to say the same outcome should be applied to the present case.*
11. *The Single Judge highlights that on TMS 13121, the player's training club did not reply to the arguments presented by the Respondent, which led to the DRC rejecting the claim.*
12. *On the present case, a second round of submissions occurred with both Claimant and Respondent presenting all arguments they understood due.*
13. *The Respondent's argument is rejected for the abovementioned reasons.*
14. *The Respondent also denies that North County United and Treasure Coast Tritons are the same club, and it argues that both were part of FC Florida, which shares ownership with the Respondent.*
15. *The Respondent is of the opinion that this should not be seen as a training reward claim but as an act with personal motivation of FC Florida's former employees.*
16. *The Respondent bases its allegations on witness statements and on an email exchange with USL 2.*
17. *Moreover, the Respondent provides information from online sources to state that the player was registered with other clubs, as well as abroad, during the period provided by the USSF player passport.*
18. *Art. 7 of the RSTP establishes that the raison d'être of the player passport is inextricably linked to the training reward regimes. Because of that, only a player passport issued and confirmed by a member association will be considered by the DRC in case of a dispute.*
19. *The allegations of the Respondent shall be rejected in line with art. 13 par. 5 of the Procedural Rules as it did not submit any conclusive evidence that would support its allegations.*
20. *Regarding the Bank Account Registration Form submitted by the Claimant, in accordance with the information available on TMS, the signatory of this document, "Global Sports Group", is the controller of North County United and Treasure Coast Tritons.*
21. *The evidence provided by the Claimant, specifically the official statement issued by the USSF, a Member Association affiliated to FIFA, meets the criteria of art. 13, par. 5 of the Procedural*

Rules, and because of that the Claimant and Treasure Coast Tritons are considered as a single entity.

22. *As for the TMS user under which the claim is filed, exclusively the one attributed to the Claimant is currently active, and not the ones under Treasure Coast Tritons and Altitude Rush. Stablished that these correspond to the same club, the Claimant could only file its claim through the currently active TMS account.*

23. *Based on the above, it is determined that the USSF player passport contains the accurate career history of the player in the USA.*

24. *Said player passport stipulates that the player was always registered as an amateur in the USA, and that inter alia he was registered with the Claimant for 217 days as follows:*

a. 86 days during the calendar year of his 20th birthday, i.e. between 11 May and 4 August 2018; and

b. 131 days during the calendar year of his 21st birthday, i.e. between 27 March and 4 August 2019.

25. *In view of the above, training compensation is due to the Claimant.*

26. *According to art. 3, par. 2 of Annexe 4 RSTP, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.*

27. *The player registered with the Respondent, a UEFA category I club at the time, on 28 July 2021.*

28. *The yearly amount set for category I clubs in UEFA, as the Respondent, corresponds to EUR 90,000 per year.*

29. *It is undisputed that the Respondent did not pay training compensation to the Claimant.*

30. *Art. 5 par. 2 of Annexe 4 RSTP foresees that the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12 birthday to the one of his 21 birthday.*

31. *In view of all the above, the Claimant is entitled to training compensation of EUR 53,506.85, corresponding to:*

a. EUR 21,205.48 for the training and education provided during 81 days of the player's 20th birthday; and

b. EUR 32,301.37 for the training and education provided during 131 days of the player's 21st birthday.

32. *Consequently, the claim of the Claimant is accepted.*

33. *In addition, taking into account the specific request of the Claimant as well as the well-established jurisprudence of the DRC with regard to interest, the Claimant is entitled to*

receive interest at the rate of 5% p.a. on the due amount as of the day after it became due, i.e. as of 28 August 2021.

34. *According to art. 25 par. 2 of the Procedural Rules, procedural costs are payable for disputes between clubs regarding the payment of training rewards.*

35. *Thus, the amount claimed by the Claimant corresponds to an amount higher than USD 50,000 and lower than USD 99,999. Therefore, procedural costs levied in this respect are fixed at USD 10,000 (cf. art. 2 of Annexe 1 to the Procedural Rules).*

36. *According to art. 25 par. 5 of the Procedural Rules, the chamber will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that FIFA assumes all procedural costs.*

37. *In view the specific circumstances of the case, procedural costs shall be set at USD 10,000 and be borne by the Respondent.*

38. *Art. 24bis RSTP is applicable to the matter at hand."*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

12. On 6 March 2024, Crystal Palace filed its Statement of Appeal with the Court of Arbitration for Sport (the "CAS") with respect to the decision rendered by the FIFA DRC on 2 November 2023 (the "Appealed Decision"), with the following request for relief:

"(a) The appeal be upheld and the Decision be overturned in its entirety; and

(b) The Respondent be ordered to pay the entire costs of the proceedings and reimburse the Appellant the costs it has incurred in these proceedings in accordance with Article R64.5 of the Code."

13. In the Statement of Appeal, the Appellant requested the dispute be resolved by a Sole Arbitrator.

14. On 14 March 2024, the CAS Court Office notified the Statement of Appeal to the Respondent, requested the Appellant to file its Appeal Brief and formally notified FIFA of the appeal and asked if it intended to participate as a party in the proceedings, which FIFA declined to do.

15. On 15 March 2024, the Respondent communicated to the CAS Court Office that it agreed to submitting the case to a Sole Arbitrator and to English being the language of the proceedings, and also informed that it would not pay its share of the advance of costs and that it was not interested in submitting the dispute to mediation.

16. On 17 March 2024, the Appellant filed its Appeal Brief.

17. On 18 March 2024, the CAS Court Office confirmed receipt of the Appeal Brief filed by the Appellant and requested the Respondent to submit its Answer.

18. On 19 March 2024, the CAS Court Office, at the request of the Respondent, set aside the previous deadline for filing the Answer and communicated that a new time limit would be established upon receipt of the Appellant's payment of its share of the advance of costs pursuant to Article R55(3) of the CAS Code.
19. On 28 March 2024, the Appellant submitted an unsolicited letter with attachments to the CAS Court Office, which in the pertinent part reads as follows:
 - “3. Firstly, the USSF has confirmed that, according to their registration records, the player in question, Jacob Montes, was never registered with the Respondent. Accordingly, they have supplied a player passport dated 25th March 2024 confirming the same.*
 - 4. The Appellant relies upon this evidence from the USSF in support of its submission that the Respondent cannot be considered the player's training club for the purposes of conferring an entitlement to training compensation under Article 20 and Annexe 4 of the FIFA RSTP and it supports the Appellant's concern that the player passport submitted by the Respondent may have been altered in some way. Please see paragraphs 50 to 55 of the Appeal Brief.*
 - 5. The USSF has also confirmed that North County United, Treasure Coast Tritons and FC Florida U23's are the same club. This entirely supports the Appellants submission that:
 - a) That there is currently no club called North County United or Treasure Coast Tritons because the club is now operating as FC Florida U23's thus the Respondent has no standing to submit the Claim (see paragraphs 32 to 35 of the Appeal Brief);*
 - b) The Respondent is not currently operating under the name of Altitude Rush (see paragraphs 36 to 37 of the Appeal Brief); and*
 - c) North County United and Treasure Coast Tritons was an affiliate of FC Florida and was actually succeeded by FC Florida U23's and not by Altitude Rush (see paragraphs 38 to 43 of the Appeal Brief).**
 - 6. We would be grateful if this important evidence can be included within the bundle of evidence enclosed with the Appeal Brief.”*
20. On 2 April 2024, the CAS Court Office invited the Respondent to, along with its Answer, comment on both the admissibility and the content of the new evidence submitted by the Appellant with its letter of 28 March 2024.
21. Also on 2 April 2024, the CAS Court Office informed the Parties that Mr. Jordi López Batet (Spain) had been appointed as the Sole Arbitrator to decide this dispute.
22. On 15 April 2024, the CAS Court Office notified to the Parties that no challenge had been filed against the appointment of Mr. Jordi López Batet within the prescribed deadline. It also informed the Respondent that the Appellant had paid the advance of costs and granted the Respondent 20 days to submit its Answer.
23. On 20 May 2024 and after a term extension granted to it to such purpose, the Respondent filed its Answer Brief.

24. On 21 May 2024, the CAS Court Office invited the Parties to inform (i) whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions and (ii) whether they considered it necessary to hold a case management conference.
25. On 27 May 2024, the Respondent communicated to the CAS Court Office that a hearing was not necessary in this case.
26. On 28 May 2024, the Appellant indicated its preference for a hearing to be held in this matter but deemed a case management call unnecessary.
27. On 29 May 2024, the CAS Court Office informed the Parties that, pursuant to Article R57(2) of the CAS Code, the Sole Arbitrator had decided to hold a hearing in this matter. The Parties were invited to state whether they preferred to hold the hearing in person or remotely and to identify the persons who would attend the hearing. Additionally, the Appellant was granted a deadline until 5 June 2024 to elaborate on the exceptional circumstances that, in its view, would justify the admission of the documents produced with its letter of 28 March 2024, since their admission to the file was objected by the Respondent.
28. On 6 June 2024, the CAS Court Office noted the Parties' request to hold an on-line hearing and observed that the Appellant failed to elaborate on the exceptional circumstances that would justify admitting the documents submitted on 28 March 2024 within the granted time limit.
29. On 7 June 2024, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to admit the documents filed by the Appellant with its letter of 28 March 2024, and that the reasons for such a decision would be provided in the final award.
30. On 21 June 2024, the CAS Court Office informed that the hearing would be held by videoconference on 3 September 2024.
31. On 4 and 8 July 2024, respectively, the Respondent and the Appellant returned duly signed copies of the Order of Procedure to the CAS Court Office.
32. On 8 July 2024 and upon request of the Appellant, the CAS Court Office, on behalf of the Sole Arbitrator, confirmed that as already indicated in the CAS letter of 7 June 2024, the documents submitted by the Appellant on 28 March 2024 had been admitted to the CAS file and that they would be considered by the Sole Arbitrator when assessing the merits of the case.
33. On 31 July 2024, the Appellant communicated to the CAS Court Office that it had been *"informed by the US Soccer Federation that during the time enquiries were made about the player's playing history they were in the middle of a large data migration project which meant that they did not have access to some players' full playing history that was still being loaded in. As a result, they have informed us that the player passport enclosed within our letter dated 28 March 2024 is no longer accurate. We want to ensure that the arbitrator is aware of this given he has indicated that he will consider that evidence as*

part of his assessment of the merits. For the avoidance of doubt, the Appellant still relies on the email from Lauren Jacobs of the US Soccer Federation dated 27 March 2024 which confirms that based on her understanding North County United/Treasure Coast Tritons/FC Florida U23's are all the same club".

34. On 31 August 2024, the Appellant filed a letter with two new attachments, claiming that Altitude Rush no longer existed as a club within the meaning of the FIFA Statutes, so in its view there was no entity to which training compensation can be awarded in this case.
35. On 2 September 2024, the Respondent requested to be allowed to complete its comments on the Appellant's letter of 31 August 2024 until 3 September at 12.00 noon or in the alternative, that such issue be addressed at the outset of the hearing. In any event, it objected the admissibility of the documents produced by the Appellant with its letter of 31 August 2024 based on Article R56 of the CAS Code, and even if such documents were considered admissible, their content did not have the effect claimed by the Appellant: the email from USL submitted by the Appellant did not state that the Respondent no longer existed, it merely states that the club did not participate in that specific league this season. Even if the Respondent would not be competing in the USL at the moment, it does not mean that the club ceased to exist and is not affiliated anymore to the USSF, which is the only relevant entity to confirm whether or not an affiliated club still participates in organized football.
36. Also on 2 September 2024, the CAS Court Office informed the Parties that the issues mentioned in the Appellant's letter of 31 August 2024 would be further discussed at the outset of the hearing.
37. On 3 September 2024, a hearing was held by videoconference in these proceedings. The Panel, Mr. Fabien Cagneux, Managing Counsel and the following persons attended the hearing:
 - For the Appellant:
 - Mr. Steven Flynn, Mr. John Shea and Mr. David Nichol – Counsel
 - Mr. John Textor – Witness
 - Mr. Jacob Montes – Witness
 - Mr. César Montes – Witness
 - For the Respondent:
 - Mr. Thomás Prestes Bosak and Mr. João Marcos Canola – Counsel
 - Mr. Mike Dragovoja – Witness
 - Mr. Eric Arbuzow – Witness
 - Mr. Thomas Durkin – Witness
38. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution of the Tribunal. Then the issues arising out of the letters of 31 August and 2 September 2024 referred to above were dealt with. The Respondent requested to

file a new document to the file (updated FIFA TMS document on North County United). The Sole Arbitrator, after hearing the Parties in the aforementioned respect, decided to admit the documents attached to the Appellant's letter of 31 August 2024 and the new document produced by the Respondent at the hearing. Then the Parties made their opening statements, the witnesses were examined, the Parties made their respective closing statements, and a round for rebuttal was also granted to them. Before closing the hearing, the Sole Arbitrator asked the Parties whether they would consider trying to settle the case. Both Parties agreed to it and a deadline to such purpose was granted to them as confirmed in writing by virtue of the CAS Court Office letter of 4 September 2024. At the end of the hearing the Parties expressly stated that they had no objections as to how the hearing and the proceedings had been conducted.

39. On 13 September 2024, the Appellant informed the CAS Court Office that the Parties were still in discussions aiming at resolving the matter and requested to extend the deadline granted in the CAS letter of 4 September 2024 for 7 days.
40. On 23 September 2024, the CAS Court Office informed the Parties that in light of an email from the Appellant dated 20 September 2024, it was noted that no settlement agreement was reached, that the evidentiary proceedings were then closed, that no further submissions would be accepted and that the award would be rendered in due course.

V. THE PARTIES' POSITIONS

41. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding upon the Parties' claims, the Sole Arbitrator has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the Award or in the legal analysis that follows.

A. The Appellant

42. Crystal Palace's submissions, in essence, may be summarized as follows:
 - The Appellant is concerned that the claim filed by the Respondent with FIFA is not a genuine claim for training compensation and that it is being pursued by certain individuals rather than by an existing club or team that has genuinely trained and developed the Player. In particular, the Appellant suspects that the individuals involved in this claim are previous employees and coaches of FC Florida, who are now involved in a business dispute after their engagements with FC Florida terminated less than one year ago. It is suspected that these individuals may be attempting to take advantage of the confusion regarding various team name changes in order to submit contrived claims for training compensation. These concerns have increased because the BARF presented in the claim before FIFA is not registered in the Respondent's name, but rather in the name of a different entity known as "*Global Sports Group*". This situation is not compliant with Articles 18 and 27 of

the FIFA Procedural Rules Governing the Football Tribunal, which require the BARF to be “*in the name of the claimant.*”

- The claim submitted to FIFA was filed on behalf of a club that does not exist. The sole evidence presented by the Respondent to substantiate its existence as a legal entity consists of letters from the USL and the USSF, that only state that the same ownership group and organization currently managing Altitude Rush were in control when the club previously operated as North County United and Treasure Coast Tritons. However, this documentation does not in any way establish that the Respondent currently maintains its status as a legal entity. In addition, even assuming, for the sake of argument, that it is true and that the Respondent is now operating as Altitude Rush, then only Altitude Rush would have the standing to bring the claim at FIFA, not the Respondent.
- In contrast, the Appellant has submitted various pieces of evidence demonstrating that North County United and Treasure Coast Tritons were affiliates of FC Florida and were actually succeeded by FC Florida U23's and not by Altitude Rush. An email from Ms. Yueling Lee, Associate General Counsel for the USL, dated 23 October 2023, confirms that despite the various name changes -from North County United to Treasure Coast Tritons, and then from Treasure Coast Tritons to FC Florida U23's-, the team currently known as FC Florida has consistently been the same club affiliated with and a member of the USL. This is further corroborated by various sources on the USL's website and across the internet, which confirm that FC Florida U23's was formerly known as North County United and Treasure Coast Tritons. Also, the Coordinator of the USSF's Player Status Department confirmed in an email of 27 March 2024 that North County United, Treasure Coast Tritons and FC Florida U23 are all the same club.
- The Appellant also holds that the Player was trained by FC Florida during the period the Respondent alleges it trained and developed the Player, and not by the Respondent. The only exception was that the Player was invited to train with Portland Timbers in February, March, May and June 2019 and also the Danish club Naestved Boldklub A/S in June and July 2019. Furthermore, the Player was also studying at Georgetown University during March, April, May and August 2019 and so it is not true for the Respondent to claim that it trained and developed the Player during the period between 27 March 2019 and 4 August 2019. It is unknown why the Player passport shows that he was registered with the Respondent, being it suspected that the Player's registration details may have been deliberately altered.
- Taking into account all of the above, the Respondent cannot be regarded as the Player's training club for the purposes of granting entitlement to training compensation under Article 20 and Annex 4 of the FIFA RSTP.

43. On this basis, Crystal Palace makes the following requests for relief:

“a) *The appeal be upheld and the Decision be set aside in its entirety;*

- b) Confirmation that the Appellant is under no obligation to pay training compensation to the Respondent in relation to the Player;*
- c) Cancel the Appellant's obligation to pay procedural costs to FIFA; and*
- d) The Respondent be ordered to pay the entire costs of the proceedings and reimburse the Appellant the costs it had incurred in these proceedings in accordance with Article 64.5 of the Code."*

B. The Respondent

44. The Respondent's submissions, in essence, may be summarized as follows:

- The Appellant's concerns that the claim brought by the Respondent at FIFA is not genuinely seeking training compensation are unsupported.
- The Appellant noted that the BARF was registered under Global Sports Group. The latter controls the Respondent. Additionally, the TMS account for North County United identifies Mr. Timothy Doran, principal at Global Sports Group, as its TMS Manager. He also signed the power of attorney on behalf of the Respondent. Most importantly, FIFA has already affirmed the BARF's validity, recognizing Global Sports Group's control over North County United and Treasure Coast Tritons.
- The Respondent has provided clear evidence to substantiate its existence and its right to claim training compensation from FIFA. The Player's Passport issued by the USSF confirms that the Respondent exists and played a role in the Player's training and education. It shows the Player was registered with North County United from 11 May 2018 to 4 August 2018, and with Treasure Coast Tritons from 27 March 2019 to 4 August 2019.
- Official statements from the USSF and USL confirm that the same ownership group and organization currently running Altitude Rush were in charge when the club previously operated under the names North County United and Treasure Coast Tritons. Despite the name changes, both the ownership and franchise ownership have remained the same, thereby affirming the Respondent as a legal entity. The Respondent is the same entity now as it was when it trained the Player, with the only difference being that its designation has changed twice.
- The Player's passport itself demonstrates that North County United and Treasure Coast Tritons qualify as clubs according to the definition provided by the FIFA Statutes, as they are members of the USSF, which in turn is a member of FIFA.
- Consequently, the Respondent had the standing to claim training compensation before the FIFA Football Tribunal.
- The fact that the Respondent's TMS account remains designated as North County United should not be a ground to deny its right to training compensation.

- As to the training and education provided by the Respondent to the Player, it should be noted that the information contained in the Player passport is presumed to be accurate according to CAS jurisprudence. As additional evidence, written testimonies from various players, former colleagues at North County United and Treasure Coast Tritons, and coaches confirm that they shared the locker room with the Player at both clubs in the periods of reference. Moreover, the Player signed an Amateur Registration form with North County United on 27 February 2018, which proves his registration with the Respondent.
- The main evidence presented by the Appellant to support the argument that the Player was not trained and educated by the Respondent consisted of testimonies from the Player, the Player's father and Mr. John Textor, none of which can be considered impartial. The Player is currently registered with *Botafogo de Futebol e Regatas*, where the major shareholder is Mr. John Textor, who is also a shareholder of the Appellant. Therefore, these statements are clearly biased in favor of the Appellant, and their evidentiary value is significantly undermined by this relationship. For this reason, they should be disregarded by the Sole Arbitrator. In any case, the evidence presented by the Appellant is not sufficient to set aside the presumption of accuracy of the information contained in the Player Passport.

45. On this basis, North County United makes the following requests for relief:

“a) That the Appeal be rejected in totum;

b) That the Appealed Decision be confirmed in totum and that the initial claim of the Respondent be fully accepted;

c) That the Appellant be ordered to bear the entire cost and fees of the present arbitration, as well as to the proceedings before the FIFA DRC;

d) That the Appellant be ordered to pay to the Respondent a contribution towards legal fees and other expenses incurred in connection with the proceedings in an amount not less than CHF 10,000, or the amount deemed fair by the Sole Arbitration.”

VI. JURISDICTION

46. 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 CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.”

47. Article 57(1) of the FIFA Statutes reads as follows:

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

48. The Appealed Decision is a decision passed by a FIFA legal body.
49. The Respondent has not challenged the CAS jurisdiction in these arbitration proceedings.
50. The jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the Parties.
51. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

52. The grounds of the Appealed Decision were notified to the Appellant on 15 February 2024 and the Statement of Appeal was lodged on 6 March 2024, *i.e.* within the statutory time limit of 21 days, set forth in Article 57(1) of the FIFA Statutes, which is not disputed.
53. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.
54. The Respondent has not contested the admissibility of the appeal.
55. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

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

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

57. Article 56(2) FIFA Statutes reads as follows:

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

58. Both Parties mentioned in their submissions that the FIFA regulations and Swiss Law on a subsidiary basis shall apply to the case.
59. Based on the foregoing, the Sole Arbitrator will apply the FIFA regulations and subsidiarily Swiss Law to resolve this dispute.

IX. MERITS

A. Preliminary issue: the admission of certain documents to the file

60. Before entering into the merits of the case, the Sole Arbitrator shall provide the reasons for the admission of the documents filed by the Appellant with its letters of 28 March and 31st August 2024.
61. The attachments provided by the Appellant with its letter of 28 March 2024 consist of three emails from US Soccer dated 18 March, 25 March and 27 March 2024, that is to say, obtained by the Appellant after filing the Appeal Brief (17 March 2024), and have to do with issues that are under discussion in this case (namely, the Player's passport and whether FC Florida U23's is the same club as North County United/Treasure Coast Tritons). The same is to be said regard to the attachments to the Appellant's letter of 31 August 2021: the email exchange with USL is dated 29-30 August 2024 and refers to an issue of relevance in this appeal (the status of Altitude Rush). Based on article R56 of the CAS Code, the Sole Arbitrator considers that such documents are to be admitted to the file based on the occurrence of exceptional circumstances.
62. With regard to the document produced by the Respondent at the hearing, the Sole Arbitrator shall note that the document (in very similar format) already existed in the CAS file and that the Respondent produced a version of the document updated to 3 September 2024, so it was considered admissible by the Sole Arbitrator.
63. The admission of these documents to the file is made without prejudice to their probatory value in the case at hand.

B. The alleged lack of standing to sue

64. The Appellant firstly contends in its appeal that the Respondent is not a club anymore and, thus, that it lacks standing to claim the training compensation it is claiming.
65. The Respondent opposes to it by basically stating that it indeed exists and has standing to sue: it affirms that North County United changed its name to Treasure Coast Tritons and that now operates as Altitude Rush, being the same entity.
66. The Sole Arbitrator notes in this respect that in accordance with a statement of USSF dated 31 August 2023, *“the same ownership group and organization which presently run Altitude Rush were in charge when the club previously operated under the names North County United and Treasure Coast Tritons. Notwithstanding any alterations in the team's moniker over the years, ownership and franchise has stayed the same”*.
67. In the same line, in an undated statement issued by USL produced by the Respondent to the file it is mentioned that *“the current ownership group and entity of Altitude Rush was the same ownership group and entity when the club had the previous names of North County United and Treasure Coast Tritons. The ownership and franchise have remained the same despite the team's name changes in previous years.”*
68. This understanding was confirmed again by USSF in a statement made on 17 May 2024, which in the pertinent part reads as follows: *“[...] the ownership of Altitude Rush remains the same, despite the club's name changes in previous years. We have received a letter from USL (United Soccer League) stating that the current ownership group and entity of*

Altitude Rush is the same as the previous names of North County United and Treasure Coast Tritons. We would like to confirm that USSF acknowledges and confirms this information. The ownership and franchise group of Altitude Rush has not changed, and it has been consistent since its incorporation. They have been a part of USL League Two and have maintained the same ownership group throughout their participation in the league.”

69. It is also pointed out that the Respondent produced ten witness statements from Player’s teammates and coaches which in the pertinent part state that North County United and Treasure Coast Tritons are “*now Altitude Rush*”, so these players and coaches’ personal understanding is coincident with the information arising out of the statements made by the USSF and USL
70. On the other hand, the Sole Arbitrator shall note that differently from what USSF and USL hold in the statements transcribed above, the Appellant has produced to the CAS file an email from the Coordinator of the Player Status Department of USSF (Ms. Lauren Jacobs) dated 27 March 2024 stating that “*yes, from my understanding North County United/Treasure Coast Tritons/FC Florida U23’s are all the same club*”. It has also produced an email from USL’s Associate General Counsel dated 30 August 2024 stating that Altitude Rush “*did not play this season, do not have an active franchise agreement and we do not anticipate they will return*” and an exchange of emails between the Appellant’s counsel and USL’s Associate General Counsel dated 19 to October 2023 by virtue of which the latter affirmed that “*the owners of FC Florida [...] have formerly done business as North County United and Treasure Coast Tritons*” and that “*there was a commonality of ownership*” and that to the best of her knowledge, North County United, Treasure Coast Tritons and FC Florida U23’s have been the same affiliated club. In addition, witness statements from Mr. John Textor, the Player and his father Mr. César Montes have been provided by the Appellant in which they state that “*no such club or entity called Treasure Coast Tritons currently exists*”. Moreover, the Appellant holds that various sources on the USL’s website and across the internet confirm that FC Florida U23’s was formerly known as North County United and Treasure Coast Tritons.
71. From the analysis of the arguments raised by the Parties and the evidence taken in these proceedings, the Sole Arbitrator shall conclude that the Respondent has standing to sue and that it is entitled to claim for training compensation, for the reasons set out below.
72. First of all, the Sole Arbitrator deems it proven that North County United changed its name to Treasure Coast Tritons (an issue that has not been disputed), and that Treasure Coast Tritons changed its name to Altitude Rush, being the same entity. The USSF was clear in confirming in its statement of 31 August 2023 that “*Notwithstanding any alterations in the team’s moniker over the years, ownership and franchise has stayed the same*” and in reiterating in its statement of 17 May 2024 that “*we have received a letter from USL (United Soccer League) stating that the current ownership group and entity of Altitude Rush is the same as the previous names of North County United and Treasure Coast Tritons. We would like to confirm that USSF acknowledges and confirms this information*”.

73. The Sole Arbitrator shall infer from such USSF statements not only that the entity changed its name and remains the same entity, but also that this entity (currently named Altitude Rush) indeed exists. Otherwise, the USSF would not have affirmed in its statement of 17 May 2024, in present tense, that *“that the ownership of Altitude Rush remains the same, despite the club’s name changes in previous years”* (emphasis added).
74. In the same vein, it shall be stressed that the USL also confirmed that *“the current ownership group and entity of Altitude Rush was the same ownership group and entity when the club had the previous names of North County United and Treasure Coast Tritons. The ownership and franchise have remained the same despite the team’s name changes in previous years”*.
75. Such clear statements from USSF and USL are not contradicted, in the Sole Arbitrator’s opinion, by the evidence brought by the Appellant to the proceedings:
- Concerning the email of Ms. Lauren Jacobs dated 27 March 2024, it simply expresses her personal *“understanding”* that North County United/Treasure Coast Tritons/FC Florida U23’s are all the same club, but it does not contain an unconvincing statement of USSF in such respect (which anyhow would be contrary to the clear declaration made by the USSF two months after in its statement dated 17 May 2024).
 - With regard to USL’s Associate General Counsel email dated 30 August 2024, it simply states that Altitude Rush *“did not play this season, do not have an active franchise agreement and we do not anticipate they will return”*, but not that the club does not exist anymore. In the same sense, the witness Mr. Dragovoja (Manager at the USSF Player Status department) confirmed at the hearing that the fact that a club does not take part in a specific competition does not mean that it is disaffiliated.
 - With respect to Ms. Yueling Lee (USL’s Associate General Counsel)’s email dated 19 October 2023 referred to above, the Sole Arbitrator shall point out that it only states that *“the owners”* of FC Florida have formerly done business as North County United and Treasure Coast Tritons, but not that FC Florida, North County United and North County United are three different names for a same entity; and concerning Ms. Lee’s email of 23 October 2023 mentioned above, she expresses therein an understanding of a situation (FC Florida U23’s, North County United and North County United being the same affiliated club) *“to be best our knowledge”*, a knowledge that in the Sole Arbitrator’s view is however proven to be incorrect in light of other abundant documentary evidence from the USSF and the USL itself described above, in which it is undoubtedly stated that notwithstanding any alterations in the team’s moniker over the years, ownership and franchise of North County United, Treasure Coast Tritons and Altitude Rush has stayed the same.
 - As to Mr. Textor, the Player and his father’s assertion in their respective witness statements that *“no such club or entity called Treasure Coast Tritons currently exists”*, the Sole Arbitrator cannot give a relevant probative value to this specific declaration, among other reasons because (i) it appears to be merely based on their personal general understanding of a given situation and is not supported by a duly substantiated legally-based assessment contained and explained in the same witness

statement and (ii) it does not match with the contrary statements made by a federation (USFF) and a league (USL), who are presumed to have a further technical knowledge on matters related to the existence and affiliation of clubs. The same lack of relevant probatory value applies, for the same reasons, to certain declarations made by coach Mr. Arburow at the hearing with respect to Altitude Rush, North County United and Treasure Coast Tritons.

- Finally, concerning the USL website and internet references made by the Appellant in its Appeal Brief that would confirm in its view that FC Florida U23's was formerly known as North County United and Treasure Coast Tritons, the Sole Arbitrator considers that none of them serve to unequivocally contest the various official statements made by USSF and USL referred to above.
76. It shall be also asserted that the fact that the claim was filed with FIFA through the FIFA TMS user of North County United does not distort, in the Sole Arbitrator's view, the conclusions set out above, as such TMS user belongs to the Respondent and is still active, and the Appellant failed to prove that the Respondent was prevented to use it or that it was prohibited by the relevant regulations to use it. The Sole Arbitrator endorses the considerations made in Section II, para. 22 of the Appealed Decision in this respect.
77. The same is to be concluded with regard to the fact that in the BARF, the beneficiary in accordance with the bank details provided is Global Sports Group and not the Respondent: first of all, the latter is the controller of the Respondent as expressly affirmed in the Appealed Decision ("*in accordance with the information available on TMS, [...] Global Sports Group is the controller of North County United and Treasure Coast Tritons*"), that is to say not an entity unrelated or alien to the Respondent, and secondly, the "*name of the claimant*" appearing in the BARF is "*North County United, now Treasure Coast Tritons*". Needless to say that FIFA did not raise an issue (or found that a regulatory violation existed) when such an allegation on the BARF was made by the Appellant in the first instance of these proceedings. For the sake of completeness, the "concerns" expressed by the Appellant in this respect in pages 4 and 5 of its Appeal Brief are not only unsubstantiated but also of no avail in this case.
78. Therefore, based on the aforementioned, the Appellant's argument on the Respondent's lack of standing to sue is to be dismissed.

C. The Respondent's entitlement to training compensation

79. The Appellant also contests the right of the Respondent to receive training compensation as regards of the first registration of the Player as a professional for Crystal Palace because in its view, the Player was not trained by the Respondent in the periods mentioned in the Player's passport.
80. The Sole Arbitrator shall firstly note in this respect that in accordance with the Player's passport which was the basis for the Appealed Decision, the Player was registered as an amateur player for North County United from 11 May 2018 until 4 August 2018 and for Treasure Coast Tritons (the same entity with a different name) from 27 March 2019 until

4 August 2019. These two periods will be hereinafter referred to as the “Periods of Reference”.

81. The Sole Arbitrator shall also bear in mind that the information contained in such Player’s passport was re-confirmed by the USSF by virtue of a statement dated 25 April 2024 produced by the Respondent with its Answer Brief.
82. It shall be recalled in this respect that in accordance with CAS jurisprudence (*inter alia*, CAS 2015/A/4214, CAS 2021/A/7857 or CAS 2024/A/10351, “*the fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player’s passport (see articles 5 and 7 of the Regulations) **naturally assume, as a general rule, that the information contained in the player’s passports is correct and adequate to ensure that the different stakeholders from the football community are able to rely in good faith on such information.**” (emphasis added).*
83. In the same line it is also worth pointing out that as mentioned in the Appealed Decision, “*according to the jurisprudence of the Dispute Resolution Chamber (DRC), the Chamber shall in principle rely on the information inputted in the player passport(s) issued by the relevant member association(s) **unless there is clear evidence that would contradict its contents**” (emphasis added).*
84. The Sole Arbitrator shall thus depart from the information contained in the Player’s passport and analyze whether the evidence taken in these proceedings shall lead to a conclusion that is different from the one arising out of such passport’s information.
85. After such analysis, the Sole Arbitrator shall conclude that there is no clear evidence that rebuts the accuracy of the Player’s passport details.
86. On the contrary, several teammates of the Player have confirmed in witness statements produced to the CAS file that the Player trained and played with the Respondent during the Periods of Reference, and several coaches of the Respondent have confirmed in witness statements produced to the CAS file that (i) the Player trained and played with the Respondent during the Periods of Reference and (ii) they provided the Player complete train and education under the relationship between coach/athlete.
87. In the same line, it shall be also mentioned that the Respondent has produced to the CAS file a PDL Amateur Registration form dated 27 February 2018 (i.e. shortly before the start of the Player’s first registration period for North County United) signed by the Player, in which the Club Name is “*North County United*”. The existence and authenticity of this document has not been contested by the Appellant. In such form signed by the Player, reference is made to the Player attending Georgetown University, from which the Sole Arbitrator shall assume that being at such university was not incompatible with being registered (and thus being in a position to play and train) with North County United, as the Appellant contends in its Appeal Brief.
88. In addition, even if we assumed as true, as held by the Appellant, that the Player was invited to train with Portland Timbers and with Naetsved Boldklub A/S in 2019, this

would not contest the Player's registration for Treasure Coast Tritons appearing in the Player's passport.

89. The Sole Arbitrator shall also indicate that the information contained in Ms. Lauren Jacobs' email of 18 March 2024 ("*we hold no record of this player with the North County United/Treasure Coast Tritons*") is incompatible with the information received at a later stage (25 April 2024) from USSF that confirmed that the Player was registered for North County United/Treasure Coast Tritons, and with the one originally appearing in the Player's passport that was the basis for the Appealed Decision. In fact, the Player's passport on which Ms. Jacobs relied in March 2024 proved to be incorrect, as the Appellant confirmed in its letter of 31 July 2024 ("*the player passport enclosed within our letter dated 28 March 2024 is no longer accurate*").
90. It shall be also stressed that in an email from USL dated 4 October 2023 produced to the file, it can be seen a screenshot showing two registration entries of the Player for North County United and Treasure Coast Tritons.
91. Finally, the Appellant did not bring to the file any official document issued by USSF or a league duly certifying the registration of the Player in favour of FC Florida U23's, and did not support its alleged suspicion that the Player's registration details may have been altered.
92. In light of the aforementioned, the Sole Arbitrator considers (i) that the Appellant did not prove that the information contained in the Player's passport was incorrect or inaccurate and what is more, (ii) that other evidence brought to the proceedings (such as the abundant witness statements of the Player's teammates and coaches at North County United and Treasure Coast Tritons in the Periods of Reference) is consistent and comes to confirm the information contained in the Player's passport.
93. Therefore, it is the Sole Arbitrator's view that the Respondent is entitled to training compensation as regards of the first registration of the Player for the Appellant, in accordance with article 2. Para.1 lit i) of Annex 4 of the FIFA RSTP.
94. With regard to the calculation of the training compensation effectively payable to the Respondent, it shall be pointed out that the amount set out in the Appealed Decision has not been contested by the Appellant and the Sole Arbitrator sees no reason to deviate from such calculation.
95. With regard to the accrual of interest on the amount due, the Sole Arbitrator shares the reasoning established in para. 33 of the Appealed Decision.

D. Conclusion

96. Based on the aforementioned considerations, the Sole Arbitrator resolves to dismiss the appeal filed by Crystal Palace and to confirm the Appealed Decision.

X. COSTS

(...).

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by CPFC Limited T/A Crystal Palace Football Club against the decision issued on 2 November 2023 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is dismissed.
2. The decision issued on 2 November 2023 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 17 January 2025

COURT OF ARBITRATION FOR SPORT

Mr. Jordi López Batet
Sole Arbitrator