TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10955 A. v. Association Générations de Solidarité Tanger (AGS)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Alain Zahlan de Cayetti, Arbitrator in Paris, France

in the arbitration between

A., […]
Represented by Mr Loic Alves, Senior Legal Counsel, FIFPRO, Hoofddorp, The Netherlands

- Appellant -

and

Association Générations de Solidarité Tanger (AGS), Tanger, Morocco

- Respondent -

I. PARTIES

1. Ms A. (the "Appellant" or the "Player") is a professional football player of […] nationality.

2. Association Générations de Solidarité Tanger (AGS) (the "Respondent" or the "Club") is a Moroccan professional football club, member of the Fédération Royale Marocaine de Football ("FRMF") which, in turn, is affiliated with FIFA.

3. The Player and the Club are collectively referred to as the "Parties".

II. BACKGROUND FACTS

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced. Additional facts and allegations found in their written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion which follows. 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 his Award only to the submissions and evidence he considers necessary to explain his reasoning.

5. In August 2022, the Player and the Club entered into an employment contract (the "Employment Contract"), valid from 3 August 2022 until 30 June 2024.

6. Article 5 of the Employment Contract provided for the remuneration of the Player consisting of (i) a monthly salary of MAD 2,600 payable at the end of each month, (ii) a sign-on bonus of MAD 6,000 payable on the date of the signature of the Employment Contract, and (iii) match bonuses payable in accordance with the Club's internal bonus scale.

7. Article 10 of the Employment Contract provided for several options of its early termination, including, in particular, the possibility to terminate the Employment Contract based on the Parties' mutual agreement, as well as the possibility of a unilateral termination with just cause. In the event of a unilateral termination of the Employment Contract with just cause, a damaged party was entitled to a compensation in the amount of the residual value of the contract.

8. On 28 July 2023, the Parties terminated the Employment Contract by signing the minutes of their meeting of 26 July 2023 (the "Settlement") and indicating, in particular, that (i) the Employment Contract was terminated by them amicably prior to its expiry, and (ii) the Player explicitly declared having received from the Club all her dues (sign-on bonus or otherwise) as at the date of the termination of the Employment Contract and gave to the Club a full and definitive discharge of its obligations in that respect.

9. On 22 May 2024, the Player sent a default notice to the Club requesting it to pay within a 10-day period the following amounts due to her under the Employment Contract:

- MAD 5,200 corresponding to the salaries for the months of June and July 2023;
- MAD 6,000 corresponding to sign-on bonus;
- MAD 4,000 corresponding to match bonuses;
- MAD 3,500 corresponding to visa fees;
- MAD 4,500 corresponding to the cost of the flight ticket purchased, in order for the Player to join the Club at the beginning of the season 2022/2023.

10. The Club did not respond to the Player's notice of 22 May 2024.

III. PROCEEDINGS BEFORE THE FIFA DISPUTE RESOLUTION CHAMBER

11. On 27 June 2024, the Player filed a claim with the FIFA Dispute Resolution Chamber (the "FIFA DRC") requesting for the payment to her by the Club of the total outstanding amount of MAD 22,103 and interests as follows:

"- ***MAD 3 500*** *for the reimbursement of the visa, plus 5% interests p.a. as of 4 August 2022 until the effective day of payment*
- ***MAD 3 403*** *for the reimbursement of the flight tickets to join the Club, plus 5% interests p.a. as of 4 August 2022 until the effective day of payment*
- ***MAD 6 000*** *for the signing on fee, plus 5% interests p.a. as of 4 August 2022 until the effective day of payment*
- ***MAD 2 600*** *for the salary of June 2023, plus 5% interests p.a. as of 1 July 2023 until the effective day of payment*
- ***MAD 2 600*** *for the salary of July 2023, plus 5% interests p.a. as of 1 August 2023 until the effective day of payment*
- ***MAD 4 000*** *for the match bonuses, plus 5% interests p.a. as of 1 August 2023 until the effective day of payment*" (emphasis in the original).

12. In addition, the Player requested the FIFA DRC to impose sanctions on the Club in accordance with the provisions of Article 12bis of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP").

13. The Player claimed that, although she had signed the Settlement with the Club, the "*said document* [stated] *that the Club* [had] *paid all dues to the Player*", which was *"obviously untrue*".

14. In addition and in respect of the outstanding salaries allegedly due to her by the Club, the Player referred to the provisions of Article 341.1 of the Swiss Code of Obligations (the "SCO") and to the long-standing jurisprudence of FIFA and of the Court of Arbitration for Sport (the "CAS"), indicating that in any event she "*could not validly waive any remuneration for the work she had already performed*".

15. Finally, the Player highlighted that the Settlement was "*drafted by the Club itself and was presented for the first time during the meeting in the Club's premises at night*".

16. Despite having been invited to provide its response to the claim, the Club did not participate in the proceedings before the FIFA DRC.

17. Having considered the documents on the file and the Appellant's position, the FIFA DRC found, in particular, that, contrary to the allegations of the Appellant, the Settlement did not represent the waiver by her of her right to the remuneration for the work performed, but an acknowledgement of the receipt thereof. In addition, the FIFA DRC considered that the Player had not provided any proof to the contrary or that the Settlement had been signed by her under duress or any kind of undue influence.

18. On 22 August 2024, following the written submissions filed by the Player, the FIFA DRC rendered the following decision (the "Appealed Decision"):

"*1. The claim of the Claimant, A., is* ***rejected****.*

2. This decision is rendered without costs" (emphasis in the original).

19. On 3 October 2024, the grounds of the Appealed Decision were notified to the Parties.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 21 October 2024, pursuant to the provisions of Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the "CAS Code"), the Appellant filed a Statement of Appeal with the CAS with respect to the Appealed Decision.

21. In her Statement of Appeal, the Appellant requested that the matter be submitted to a sole arbitrator and that the proceedings be conducted in the English and French languages, i.e., "*with the possibility to provide documents in both languages*". In addition, the Appellant requested the CAS for a 20-day extension of the deadline for her to submit the Appeal Brief in view of "*the heavy workload currently experienced*" and indicated that an additional request for legal aid would be filed by her in "*a separate email*".

22. On 24 October 2024, the CAS Court Office (i) acknowledged the receipt of the Statement of Appeal, (ii) indicated that the language of these proceedings would be English, unless objected by the Respondent within specified deadline, and (iii) invited the Respondent to express its position in respect of the appointment of a sole arbitrator in these proceedings. In addition, in view of the Appellant's request for a 20-day extension of the deadline for the submission of the Appeal Brief, the CAS Court Office informed her that a 10-day extension was automatically granted in accordance with the provisions of Article R32.2 of the CAS Code and invited the Respondent to provide its comments on "*the other 10 (ten) days extension*" within specified deadline. Finally, the CAS Court Office acknowledged the receipt of the Appellant's request for legal aid and indicated that, "[d]*ue to the confidential nature of legal aid applications*", it would revert to the Appellant separately in that respect.

23. On the same date, the CAS Court Office requested FIFA to indicate within a specified deadline whether or not it wished to intervene as a party in these proceedings.

24. On 25 October 2024, the Appellant drew the CAS Court Office's attention to the fact that she was requesting a bilingual procedure, conducted in the English and French languages.

25. On 28 October 2024, the CAS Court Office indicated that, unless objected by the Respondent within the deadline provided by it in its letter of 24 October 2024, the proceedings shall be conducted in the English and French languages, with "*all exhibits submitted in any other language* [being] *accompanied by a translation into English or French*".

26. On 29 October 2024, the CAS Court Office requested the Respondent to provide it, within a specified deadline, with "*a current valid postal address […] for the service of the hard copy of documents*" and other relevant contact details, as the emails sent by the CAS Court Office had "*been duly delivered to the Respondent*", but the DHL courier service had been unable to deliver the hard copy.

27. On 30 October 2024, the CAS Court Office informed the Parties that, in view of the absence of the Respondent's reply within the set deadline, the additional 10-day extension had been granted for the Appellant to submit her Appeal Brief.

28. On 5 November 2024, the CAS Court Office informed the Parties that FIFA renounced "*its right to request its possible intervention in the present arbitration proceedings*". In addition, in view of the absence of the Respondent's reply, the CAS Court Office requested the Appellant to provide it with "*the Respondent's current valid postal address*".

29. On the same date, the Respondent sent an email to the CAS Court Office, expressing its gratitude "*for sending a lot of information*" (free translation from the French language).

30. On 6 November 2024, the CAS Court Office requested the Respondent to clarify the content of his email of 5 November 2024 and to provide it with a valid postal address for the receipt of the hard copy of documents in these proceedings.

31. On 13 November 2024, the CAS Court Office highlighted the absence of the Respondent's reply to the request for the production of its postal address and the receipt by the Respondent of the CAS Court Office's communications by email. As a result, the CAS Court Office informed the Parties that all deadlines mentioned in its letter of 24 October 2024 and concerning the Respondent "*shall start running as from receipt of this letter by email*" (emphasis in the original).

32. On 23 November 2024, the Appellant filed her Appeal Brief in accordance with Article R51 of the CAS Code.

33. On 26 November 2024, the CAS Court Office acknowledged receipt of the Appeal Brief and set a 20-day deadline for the Respondent to submit its Answer in accordance with the provisions of Article R55 of the CAS Code. In addition, the CAS Court Office indicated, that in the absence of the Respondent's reply, it would be "*for the President*

of the CAS Appeals Arbitration Division, or her Deputy, to decide the issue" of the number of arbitrators in these proceedings. Finally, the Respondent was invited to inform the CAS Court Office within a specified deadline whether or not it intended to pay its share of the advance of costs.

34. On 27 November 2024, the CAS Court Office acknowledged receipt of the Respondent's email of the same date stating, in particular, that there was no amount to be regularised by the Respondent towards the Appellant in view of the document signed between them. The CAS Court Office reminded the Respondent that "*any arguments* [it wished] *to raise as part of its statement of defence should be included in its Answer*".

35. On 11 December 2024, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division had decided to submit the present case to a sole arbitrator.

36. On 13 January 2025, the CAS Court Office informed the Parties that the Respondent had failed to submit its Answer in these proceedings.

37. On 4 February 2025, the CAS Court Office informed the Parties, on behalf of the President of the CAS Appeals Arbitration Division and pursuant to Article R54 of the CAS Code, that the Panel appointed to decide the present dispute was constituted as follows:

Sole Arbitrator: Mr Alain Zahlan de Cayetti, Arbitrator in Paris, France.

38. On 14 February 2025, the CAS Court Office acting on behalf of the Sole Arbitrator, requested FIFA to produce a copy of the complete case file related to these appeal proceedings and invited the Respondent to provide, within a specified deadline, its comments on the Appellant's request for document production.

39. On 19 February 2025, FIFA produced a copy of the complete case file.

40. On 7 March 2025, the CAS Court Office acting on behalf of the Sole Arbitrator informed the Parties that the Appellant's request for document production was granted and ordered the Respondent to produce such documents within a specified deadline.

41. On 18 March 2025, the CAS Court Office informed the Parties that the Respondent had failed to comply with the order for document production within the set deadline. In addition, the CAS Court Office indicated that, having considered the Parties' positions with respect to a hearing, the Sole Arbitrator considered himself to be sufficiently well-informed in order to decide the matter without the need to hold a hearing, and that his decision will be solely based on the Parties' written submissions in accordance with Article R57 of the CAS Code.

42. On 26 March 2025, the CAS Court Office issued the Order of Procedure in these proceedings, which was duly signed by the Appellant on 26 March 2025. Despite the CAS Court Office's numerous reminders and extensions of the deadline for the

Respondent to complete the signature of the Order of Procedure, the latter has failed to do so. By signing the Order of Procedure, the Appellant confirmed her agreement that the Sole Arbitrator decide the matter based solely on the Parties' written submissions and that her right to be heard had been respected.

V. SUBMISSIONS OF THE PARTIES

43. 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 the Parties' positions, 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's Position

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

(i) The Appellant sustains that, although the Settlement contains her acknowledgement of the receipt of all dues from the Club at the time of the termination of the Employment Contract, such declaration "*is simply untrue*". In that respect, the Appellant explains that, at the time of the signature of the Settlement, she requested the prior payment of her dues, but the Club's representatives assured her that she would be able to collect the funds at the Club's premises later that day. Upon the arrival of the Player at the Club's premises, she was informed that the funds were not yet available.

(ii) The Appellant further argues that it would be "*arduous if not impossible*" for her to produce any proof of the Club's failure to pay her dues. With reference to the CAS and FIFA long-standing jurisprudence, the Player states that the burden of proof, in the event where a player argues "*that a payment has not been made*", is reversed and placed on a club. Accordingly, it was up to the Club in the present matter to discharge its burden of proof and to confirm that, contrary to the Player's allegations, all outstanding amounts have been paid to her.

(iii) Furthermore, the Appellant alleges that, at the time of the signature of the Settlement, she was "*in a vulnerable position*". The Player refers to the provisions of Article 21 of the SCO and highlights that the circumstances surrounding the signature of the Settlement can be considered as "*straitened circumstances*" in the meaning of the said article. The Player explains that the signature of the Settlement which was prepared by the Club and presented to the Player for the first time, took place "*in a café in Tanger where 4 male club's representatives were present*", as well as "*2 representatives of the club […] (1 man and 1 woman), as she was promised an employment contract with them*". The Appellant alleges that all attendees "*were pressing her to sign the termination agreement*" and had "*the future of her professional career in their*

hands". The Player further considers that "*on this basis alone*" the Settlement should be "*considered invalid*".

(iv) Finally, with reference to the provisions of Article 341.1 of the SCO, the Player sustains that she has "*provided work and did not receive any payment for it*". The Appellant further refers to the CAS consistent jurisprudence and highlights that, in order for an early termination agreement to be valid, it should, in particular, contain benefits and concessions of both parties "*of equivalent value*". In the matter at hand, the Player has allegedly been deprived of her dues, whereas the Club has "*saved a significant amount of money, got rid of a player it did not want to have on the team any longer and freed a foreigner spot on its squad*".

45. In view of the above, the Appellant is requesting the CAS for the following relief:

"*a) To annul the decision of the FIFA DRC dated 22 August 2024.*

b) To pass a new decision accepting the Appellant's claim in its entirety.

c) To request the disclosure of the bonus scale from the Club as well as the entire list of results during the 2022/2023 season.

d) To rule that the Respondent must pay the Appellant outstanding remuneration in the following amount plus 5% interest:

- ***MAD 6 000** for the signing on fee, plus 5% interests p.a. as of 4 August 2022 until the effective day of payment*
- ***MAD 2 600** for the salary of June 2023, plus 5% interests p.a. as of 1 July 2023 until the effective day of payment*
- ***MAD 2 600** for the salary of July 2023, plus 5% interests p.a. as of 1 August 2023 until the effective day of payment*
- ***MAD 4 000** for the match bonuses, plus 5% interests p.a. as of 1 August 2023 until the effective day of payment*

e) To condemn the Respondent to pay the entire CAS administration costs and the arbitration fees and to reimburse the Appellant of any and all expenses she incurred in connection with this procedure.

f) To rule that the Respondent has to pay the Appellant a contribution towards her legal costs" (emphasis in the original).

B. The Respondent's Position

46. Despite having been invited to provide its Answer, the Club has failed to do so. More generally, the Club has not participated in these proceedings in any manner whatsoever other than by correspondence of 5 and 27 November 2024.

VI. JURISDICTION

47. Article R47 para. 1 of the CAS Code states:

"*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".*

48. Article 50 para. 1 of the FIFA Statutes states:

"*Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question*".

49. The "*Note Related to the Appeal Procedure*" contained in the Appealed Decision provides as follows:

"*According to article 57 par. 1* [sic] *of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision".*

50. In consideration of the provisions mentioned above and of the fact that the jurisdiction of the CAS is not contested by the Parties and confirmed by the Appellant's signature of the Order of Procedure, the Sole Arbitrator is satisfied that the CAS has jurisdiction to decide the present matter.

VII. ADMISSIBILITY

51. Article R49 of the CAS Code provides in its pertinent parts, what follows:

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

52. Article 50 para. 1 of the FIFA Statutes provides:

"*Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question*".

53. The grounds of the Appealed Decision were notified to the Parties on 3 October 2024. The Appellant filed her Statement of Appeal with the CAS on 21 October 2024, within the 21-day period provided by the applicable regulations. The Statement of Appeal further complied with the requirements of Article R48 of the CAS Code. In these circumstances, the Appeal is admissible.

VIII. APPLICABLE LAW

54. Article R58 of the CAS Code reads as follows:

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

55. Article 49 para. 2 of the FIFA Statutes provides:

"*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*".

56. The Sole Arbitrator notes the absence of any explicit choice by the Parties of the law applicable to the Employment Contract and/or the Settlement, being the subject matter of these proceedings.

57. Consequently, the Sole Arbitrator concludes that the FIFA regulations, in particular, the FIFA RSTP (June 2024 edition), shall apply primarily to the matter at hand and, subsidiarily, Swiss law, based on Article R58 of the CAS Code in conjunction with Article 49 para. 2 of the FIFA Statutes.

IX. MERITS

Preliminary issue – request for document production

58. Article R44.3 of the CAS Code states, in particular, as follows:

"*A party may request the Panel to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and to be relevant*".

59. Based on long-established CAS jurisprudence, "[i]*n deciding upon a procedural request, a CAS panel must consider a number of factors, including the relevance and probative value of the request, as well as overall procedural efficiency. It is required to consider the evidence presented by the parties only to the extent that it is relevant to the outcome of the case. […]*" (CAS 2019/A/6590).

60. In these proceedings, the Appellant has requested that the Respondent be ordered to produce "*the so called "barème des primes", i.e. bonus scale, referred to in article 5 C-1 of the employment contract as well as the full list of fixtures*". The Appellant has explained, that (i) given that the requested documents are the "*internal*" documents of the Club, they do exist in its custody or under its control, and (ii) such documents are

relevant for the exact calculation of the match bonuses allegedly due by the Club to the Player.

61. The Sole Arbitrator, having considered the Appellant's request and taking into account the absence of the objections from the Respondent, which was given an opportunity to produce those, if any, has found that the Appellant has discharged her burden to "*demonstrate that such documents are likely to exist and to be relevant*", as required by the provisions of Article R44.3 of the CAS Code and has decided to grant the Appellant's request for document production in full (with which the Respondent failed to comply).

62. Turning now to the main issues of the case, in consideration of the facts in dispute and taking into account the content of the Parties' submissions, the main issues to be resolved by the Sole Arbitrator are as follows:

(i) Was the Settlement agreement signed under strained circumstances?

(ii) Is the Player entitled to any remuneration owed to her by the Club?

(i) Was the Settlement agreement signed under strained circumstances?

63. Neither in these proceedings nor in the proceedings before the FIFA DRC has the Player denied signing the Settlement. However, for the first time in these proceedings, the Player claims that the Settlement was signed by her under straitened circumstances and, therefore, it must be considered as "*invalid*".

64. Article R57 of the CAS Code provides, in particular, that "[t]*he Panel has full power to review the facts and the law*", which is constantly applied in the CAS long-standing jurisprudence. For instance, in CAS 2019/A/6646, the panel stated that in appeal proceedings "*a CAS panel […] is authorized to admit new prayers for relief and new evidence and hear new legal arguments*".

65. Accordingly, the Sole Arbitrator shall examine the issue raised by the Player based on the *de novo* power vested in him based on the provisions of Article R57 of the CAS Code.

(a) Legal considerations

66. The issue of whether or not a document is signed under straitened circumstances is not regulated by the FIFA RSTP. It shall therefore be examined in the light of Swiss law.

67. In that respect, Article 21.1 of the SCO, provides as follows:

"*1. Where there is a clear discrepancy between performance and consideration under a contract concluded as a result of one party's exploitation of the other's straitened circumstances, inexperience or thoughtlessness, the person suffering damage may*

declare within one year that he will not honour the contract and demand restitution of any performance already made".

68. Based on CAS consistent jurisprudence, "[i]*n order for Article 21 SCO to apply i) the injured party must have been in straitened circumstances when concluding the contract; ii) the party entitled to benefit from the contract must have exploited the other's vulnerability; and iii) a clear disparity between performance and consideration is required (HONSELL H. (ed.), Obligationenrecht, 2014, p. 106-109)*" (CAS 2016/A/4826, CAS 2020/A/6727).

69. Based on the provisions of Article 13.5 of the FIFA Procedural Rules Governing the Football Tribunal (March 2023 edition), the existence of strained circumstances must be proven by a party claiming for its rights deriving therefrom:

"*A party that asserts a fact has the burden of proving it*".

70. The same is confirmed in Article 8 of the Swiss Civil Code: *"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact"*.

71. Furthermore, based on long-established CAS jurisprudence, the burden of proof lies with the party raising the argument. More specifically, *"in order to fulfil its burden of proof, a party must, therefore, provide the CAS panel with all relevant evidence that it holds, and, with reference thereto, convince the CAS panel that the facts it pleads are true, accurate and produce the consequences envisaged by the party. Only when these requirements are complied with has the party fulfilled its burden and has the burden of proof been transferred to the other party"* (CAS 2019/A/6095).

72. Similarly, the principle of the discharge of the burden of proof has been confirmed and applied by the CAS panels on numerous occasions (e.g., CAS 2007/A/1258, CAS 2019/A/6665, CAS 2020/A/6990-6994, CAS 2022/A/8958).

(b) Application to the matter at hand

73. The Sole Arbitrator observes that, although the Player invokes the existence of straitened circumstances, in order to declare the Settlement as invalid, no proof has been provided by her in that respect.

74. In fact, the argument that, at the time of the signature of the Settlement, the Player "*was surrounded by 5 men, who had control over her career*" or that she was presented with the Settlement for the first time during the meeting for its signature, is not supported by any evidence which would establish the existence of "*straitened circumstances*" in the meaning of Article 21.1 of the SCO as applied in the CAS jurisprudence mentioned above.

75. Furthermore, the Player stated that she could not enter into an employment agreement with a new club ([…]) unless she terminated the Employment Contract. In that respect,

the Player declares that "*2 representatives of the club […] (1 man and 1 woman)"* were present at her meeting with the Club on 26 July 2023, *"as she was promised an employment contract with them"*, and that all attendees "*were pressing her to sign the termination agreement*" and had "*the future of her professional career in their hands*". However, the Player has not provided any evidence of any pressure, threats or manoeuvres which would have been imposed on her by any or all the persons attending the Settlement's signature and which would justify the existence of the alleged strained circumstances.

76. The Player's argument that she was "*in a vulnerable position*" when signing the Settlement, is not supported by any convincing evidence and, thus, cannot be endorsed.

77. In view of the above, the Sole Arbitrator finds that the Player has failed to produce satisfactory evidence which would justify the existence of straitened circumstances at the time of the signature by her of the Settlement.

(ii) Is the Player entitled to any remuneration owed to her by the Club?

78. The Player alleges that, despite the fact that, by signing the Settlement, she acknowledged receipt of all her dues, she had received no such payment. The Player further argues that she could not legitimately waive the right to her salaries in view of the provisions of Article 341.1 of the SCO.

(a) Legal considerations

79. The waiver by players of their rights to remuneration is not covered by the applicable FIFA regulations. Therefore, reference shall be made to the relevant provisions of Swiss law.

80. In that respect, Article 341.1 of the SCO states as follows:

"*The worker may not waive, during the term of the contract and during the month following the end of it, claims resulting from mandatory provisions of law or a collective agreement*".

81. Consistent CAS jurisprudence further holds as follows:

"Under Swiss law, in general rights may be waived voluntarily, unless (i) the waiver is contrary to law, public policy or good morals and further provided that (ii) the person making the waiver has the capacity/authority to do so; (iii) the waiver is made clearly; and (iv) the person has the right s/he is renouncing" (CAS 2017/A/5277, CAS 2022/O/8818).

82. Accordingly, a waiver made by a Player would be valid in the event where it meets the above-mentioned criteria, in particular, where it is made clearly.

(b) Application to the matter at hand

83. The Sole Arbitrator observes that the Settlement does not provide for any waiver by the Player of her dues, but, on the contrary, it mentions a clear and unqualified acknowledgement by the Player of receipt of all her dues as follows:

> '*La joueuse* [A.] *déclare expressément avoir reçu de l'AGS tous ses émoluments (primes signature ou autres) dus à la date de résiliation dudit contrat ; à ce titre , il déclare donner quittance entière et définitive à AGS'* (Minutes of the meeting dated 26 July 2023).

84. Accordingly, the Player's reference to the provisions of Article 341.1 of the SCO is irrelevant to the matter at hand.

85. Concerning the Player's allegation that no actual payment was received by her, the Sole Arbitrator, based on the developments in respect of the burden of proof mentioned in para. 69-72 above, finds that the Player has not provided any satisfactory evidence supporting her allegation made accordingly.

86. In view of the above and without any need to proceed further, the Sole Arbitrator dismisses the Player's claims, in line with the Appealed Decision.

87. Consequently, the Sole Arbitrator decides to reject the Player's appeal and to confirm the Appealed Decision in its entirety.

X. CONCLUSION

88. In conclusion, on the basis of the rules applicable to the merits and for all the reasons set out above, the Sole Arbitrator holds that the appeal lodged by the Player shall be fully dismissed and that the Appealed Decision shall be confirmed in its entirety.

XI. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by A. on 21 October 2024 against the decision rendered by the FIFA Dispute Resolution Chamber on 22 August 2024 is dismissed.

2. The decision rendered by the FIFA Dispute Resolution Chamber on 22 August 2024 is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 18 July 2025

THE COURT OF ARBITRATION FOR SPORT

Alain Zahlan de Cayetti
Sole Arbitrator