

**CAS 2025/A/11527 Maja Göthberg v. Lazio Women 2015 A R.L.**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition**

President: Ms Annett Rombach, Attorney-at-Law in Frankfurt am Main, Germany  
Arbitrators: Prof. Dr An Vermeersch, Professor of Sports Law, Ghent, Belgium  
Mr Omar Ongaro, Legal Counsel in Dübendorf, Switzerland

**in the arbitration between**

**Maja Göthberg, Sweden**

Represented by Mr Roy Vermeer, Attorney-at-Law at Vermeer Sports Law & Consultancy in Amsterdam, the Netherlands and Mr Linus Holmgren of Spelarföreningen in Sweden

**Appellant**

**and**

**Lazio Women 2015 A R.L., Rome, Italy**

Represented by Messrs Paolo Lombardi and Luca Pastore, Attorneys-at-Law at Lombardi Associates Limited in Edinburgh, United Kingdom

**Respondent**

## **I. THE PARTIES**

1. Ms Maja Göthberg (the “Player” or the “Appellant”) is a professional female football player of Swedish nationality.
2. Lazio Women 2015 A R.L. (the “Club” or the “Respondent”) is a professional football club located in Rome, Italy and affiliated with the Italian Football Federation (*Federazione Italiana Giuoco Calcio*, “FIGC”), which in turn is a member of the *Fédération Internationale de Football Association* (“FIFA”).
3. The Appellant and the Respondent are collectively referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

### **A. Introduction**

4. The present dispute arises from an appeal against a decision passed by the Dispute Resolution Chamber (“DRC”) of the FIFA Football Tribunal on 24 March 2025 (the “Appealed Decision”). In the Appealed Decision, the DRC dismissed the Appellant’s claim for compensation arising from the alleged wrongful termination by the Club of the Player’s employment relationship.
5. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions, oral pleadings and evidence adduced during these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award (the “Award”) only to the submissions and evidence it considers necessary to explain its reasoning.

### **B. Background Facts**

6. In the summer of 2023, the Player and the Club concluded a “*STANDARD Coordinated and continuous collaboration contract*” for the period from 1 September 2023 to 30 June 2024.
7. The Club won the Serie B title in the 2023-24 season, during which the Player featured in 29 out of 30 official matches, and was therefore promoted to the top Italian division, i.e., the *Serie A Femminile*.
8. On 28 May 2024, Mr Raimondo Grassadonia, the Club’s Sports Secretary Assistant, sent a voice message to the Player, the relevant parts of which state as follows:

“[W]e would like to know who is your agent and if you can send us his number. And mostly we would like to know if you’d like to stay here since the coach has done

*a positive judgment about you. So, we're looking forward to having you here the next season."*

9. On the same day, the Player provided Mr Grassadonia with the phone number of Mr Federico Valentino, who was acting as her agent at that time (the "Agent").
10. On 21 June 2024, the Agent contacted Mr Raffaele Pinzani, the Club's Sporting Director, regarding the renewal of the Player's contract with the Club.
11. On 24 June 2024, Mr Francesco Renga, the new Team Manager of the Club, sent the following WhatsApp message to the Player:

*"[2024-06-24 17:45:28] [Mr Renga]: Hi, my name is Francesco Renga. I'm the new team manager for Lazio Women.*

*Over the next few days I'll set up a whatsapp group for official communications and I'll relay the info for your medicals and the restart of training sessions.*

*Meanwhile, prof Marcelli asked me to forward his offseason training plan: he has prepared two, one suitable if you have access to a gym, another to be followed if you don't."*

12. On 25 June 2024, Mr Pinzani, Mr Grassadonia and the Agent met to discuss the terms of the Player's new contract.
13. On the same day, the Agent informed the Player that he had received a first professional offer from the Respondent for the 2024-25 season, with an annual net salary of EUR 36,000. The relevant excerpts of the correspondence between the Player and the Agent regarding the Player's new contract, which protracted until 28 June 2024, read as follows:<sup>1</sup>

*"[2024-06-25 12:21:43] [The Agent]: Maja goodmorning, I had the meeting with Lazio, are you available for a call?*

*[2024-06-25 12:21:53] [The Agent]: There was also the coach*

*[2024-06-25 12:22:11] [The Player]: Yes*

*[...]*

*[2024-06-25 13:49:36] [The Player]: So the contract would be:*

*Lazio-Maja*

*1 year contract*

*36 000 euro/net*

*-Lazio pay your money directly and not that i get them and need to pay for you?*

*[2024-06-25 13:50:06] [The Player]: They give me house from 17 july to precamp?*

---

<sup>1</sup> The Panel notes that, owing to the large number of typographical errors in the text messages cited in the present Award, it has not reproduced "[sic]" after every incorrect expression.

[2024-06-25 14:16:58] [The Agent]: yes, you don't need to pay for me

[2024-06-25 14:17:55] [The Player]: Ok!

If you can makw so they put:

Bonus:( net)

-800 euro (for flight tickets, paid first salary month) and sure they give me house before precamp then i can think about signing! I just want some days to think

[2024-06-25 14:18:06] [The Agent]: By 17 to training camp they will temporary put all you players in the Villa they usually use for Academy

[2024-06-25 14:18:36] [The Player]: 17 is first day i need to be there, then practise starts on precamp monday the week after

[...]

[2024-06-25 14:22:12] [The Player]: So this? Can you call them Back and ask about 800 on first salary as a bonus for flighttickets?

[2024-06-25 14:22:40] [The Player]: Also i want it to be 100% sure about that they help with house before precamp and that they pay it

[2024-06-25 14:23:17] [The Agent]: Ok, I ll call him to tell him this. But for Thursday we have to give him the answer

[2024-06-25 14:23:26] [The Player]: Okay

[...]

[2024-06-25 14:28:08] [The Player]: And also check if its 17 july i need to fly there? Beacuse i heard tgat baltrip said its medical check 18 july

[2024-06-25 14:43:21] [The Agent]: Ok, I ll tell them

[2024-06-25 14:43:43] [The Agent]: But if they put this you can think or it's ok for you?

[2024-06-25 14:45:24] [The Player]: Yes, but i want to to be written on contract that iys should be paid first month salary!

[2024-06-25 14:45:44] [The Player]: Alos want to know i can fly there 17 july also

[2024-06-25 14:47:25] [The Agent]: ok, I can tell them or on first monthly salary or at the 1st apparence in Serie A (it's just easier to write it for the secretary for regulations). As professional, in both cases, it would consider as a bonus. If the secretary will tell me that he can write, as expenses coverage, on the first salary is better

[...]

[2024-06-26 20:52:07] [The Player]: Did lazio answer?

[2024-06-26 21:11:53] [The Agent]: Yes the Director told me that he will call me back tomorrow morning

[2024-06-26 21:12:37] [The Agent]: I already told him about the 800€ of flight tickets on 1st salary or signing bonus

[2024-06-27 15:15:35] [The Player]: Did you talk with the director?

[2024-06-27 15:43:34] [The Agent]: Still waiting him

[2024-06-27 19:28:23] [The Player]: Ok

[2024-06-27 22:07:05] [The Player]: So did you have chance to tell him we accept if he put that 800 in the contract? Or still he havent call?

[2024-06-27 22:09:10] [The Agent]: Maja I already had the call with him yesterday and told him this. He was coming back in Rome today, and had to call me back. I don't think 800 euros of flight tickets will be a problem. He also told me so. But he didn't call me back today, and of course I ll call him tomorrow morning

[2024-06-28 13:52:52] [The Agent]: Hi Maja, I spoke with Lazio, the sport Director has confirmed the flight tickets won't be a problem

[2024-06-28 15:18:40] [The Player]: Okay, so they write it in contract like you said on first salary or as a signing bonus?

[2024-06-28 15:19:02] [The Player]: And 1 year?!

[2024-06-28 16:08:15] [The Agent]: 1 year

[2024-06-28 16:08:38] [The Agent]: he didn't explicit me for the moment, but he said it will not be a problem

[...]

[2024-06-28 16:08:52] [The Agent]: We had a call. They will send documents.

[...]

[2024-06-28 16:09:35] [The Player]: Okay so when you get them can you read and see how they did? So i know before i would sign

[...]

[2024-06-28 16:10:08] [The Agent]: They will put inside the contract, and no worries, you ll have it".

14. On 9 July 2024, the Agent received a draft contract (the "First Draft Contract") from the Club.
15. On 10 July 2024, the Agent forwarded the First Draft Contract to the Player, and the two discussed the draft via WhatsApp as follows:

“[2024-07-10 14:25:18] [The Agent]: In the meantime, this is the contract Lazio has sent.

Gross amount is 64k€. Net is 37.165,40. It's included the 800€ flight tickets. It was the easiest way to put the amount inside.

[...]

[2024-07-10 14:25:56] [The Agent]: You will find my name under the club's data to be paid directly by them through federation, nothing is due from you to me.

*[2024-07-10 14:26:22] [The Player]: Can i get it in english like last time so i know what i would sign*

*[...]*

*[2024-07-10 14:28:05] [The Agent]: I will send it automatically translated*

*[2024-07-10 14:31:05] [The Agent]: I will send you the translated document in 30 mins*

*[2024-07-10 14:31:17] [The Player]: Is it possible to have it tomorrow 15:00? I still feel very bad, if its continue i will book time the doctor.*

*But tomorrow and that we book time already today so i know what time*

*[2024-07-10 14:31:46] [The Agent]: yes no worries, but Lazio would have the paper signed as soon as we can*

*[2024-07-10 14:32:06] [The Player]: Okay lets sign tomorrow then after the talk”.*

16. On 11 July 2024, the Player drew the Agent’s attention to a typographical error in the First Draft Contract regarding the spelling of her name, and wondered if that might impact the validity of the contract.
17. On the same day, Mr Renga added the Player to the WhatsApp group “Lazio Women 2024-25”.
18. Mr Renga and the Player remained in contact until the Player’s anticipated arrival in Rome on 18 July 2024, exchanging the following WhatsApp messages:

*“[2024-07-11 14:31:50] [Mr Renga]: Hi Maja, medicals scheduled on the 17th and 18th. Did you manage to arrange the flight in time? Would you need picking up at the airport?*

*If you need it, we have arranged lodging for the first week of training in a villa adjacent the training center, up to july 24th, when we leave for training camp.*

*[2024-07-11 14:33:07] [The Player]: Hi! I got info that i have medicals 19, so can book flights who coming to Rome earliest 18 aug afternoon*

*[2024-07-11 14:33:42] [The Player]: And i would need somewhere to live before the training camp and also get pick up from airport*

*[2024-07-11 14:35:36] [Mr Renga]: Ok, I’ll set it up for later*

*[2024-07-11 14:35:39] [Mr Renga]: Ok*

*[2024-07-11 14:35:53] [Mr Renga]: Send me the flight details*

*[2024-07-11 14:36:50] [The Player]: I havent book yet but the one i maybe can take should arrive 18:00*

*[...]*

*[2024-07-11 14:37:27] [Mr Renga]: Ok, I have [Teammate 1] landing at 19:30*

*[2024-07-11 14:37:46] [Mr Renga]: I could set up a van for you two*

*[2024-07-11 14:37:59] [Mr Renga]: Coming straight to the villa*

*[2024-07-12 12:46:15] [Mr Renga]: The van picking you up at the airport is confirmed, the driver will contact you after your landing. If you need anything you can text me*

*[2024-07-18 18:13:53] [Mr Renga]: Hi Maja, the van will come pick you both up when [Teammate 1] lands, I only had one van available and had to set it up like this, you'll have to wait a bit after you pick up your luggage*

*[2024-07-18 18:18:04] [Mr Renga]: Have you landed already? [...]"*

19. On 12 July 2024, after seeing her doctor, the Player found out she was pregnant and informed her Agent accordingly.

20. On 15 and 16 July 2024, the Player and the Agent exchanged messages on how to inform the Club of her pregnancy:

*“[2024-07-15 16:52:23] [The Agent]: Have you thought about how you want to handle the situation with Lazio?*

*They still haven't sent the documents... do you want to wait, should I notify them, or should we send them a medical certificate?*

*[2024-07-15 16:53:05] [The Player]: Maybe we wait to they sent you the document?*

*[2024-07-15 16:54:33] [The Player]: I will go to the doctor/nurse wednesday morning 08:30 so i can ask flr some medical certificate! But i will at least not be able to go to Italy these comon week so [...] or be able handle practise camp*

*[2024-07-15 16:54:42] [The Agent]: Because on 17-18-19 they will have the test...*

*[2024-07-15 16:55:29] [The Agent]: Ok... of course.. probably would be better to tell them, and ask them how to hanlde the situation...*

*[2024-07-15 16:55:59] [The Agent]: when they send paperworks...*

*[2024-07-15 16:56:26] [The Player]: Yes so when you get the paperworks, then you can mail antionetta<sup>2</sup> and tell*

*[2024-07-15 16:56:45] [The Agent]: Parma was still asking, I've told him to go on someone else, but I also told him I will explain later on...*

*[2024-07-15 16:57:05] [The Player]: So its proof that you have send it to her and if they then say contract is not valid then we have it on email as proof*

*[2024-07-15 16:57:31] [The Player]: But yes its better wait to antionetta send the updated contract*

*[2024-07-15 16:57:36] [The Agent]: ok, so on wednesday morning try to get the medical certificate*

---

<sup>2</sup> Ms Maria Antonietta Pia Foti, Secretary of the Club's Women's team.

[2024-07-15 16:57:58] [The Player]: Also when you get the contract can you tell me first before you send to lazio?

[2024-07-15 16:58:21] [The Agent]: obviously they will send the contract without their sign, because they put their sign usually as last thing

[2024-07-15 16:58:41] [The Player]: Also that you tell them then that i dont want it to be spread ro the team or outside Lazio beacuse its nothing i want people to know this early

[2024-07-15 16:58:45] [The Agent]: As soon as I will receive contract I will call/contact you

[2024-07-15 16:59:48] [The Agent]: At the moment, I'm acting as if I don't know anything from you yet...

[2024-07-15 17:00:15] [The Agent]: When they send me the paperwork, I'll text you, and we will see how to proceed.

[2024-07-15 17:00:19] [The Player]: Yes, and if they ask you can say i still feel sick! Beacuse its true

[2024-07-15 17:00:45] [The Agent]: Yes of course, and you will have a visit or something like that

[2024-07-16 21:44:38] [The Player]: Antionetta/Lazio still havent send the updated papers? <This message was edited>

[2024-07-16 21:45:52] [The Player]: I send to you tomorrow morning after i have been at doctor

[...]

[2024-07-16 21:52:21] [The Player]: Okay, i just think its weird lazio still havent send the updated contract yet if they expect me to comw there already friday

[2024-07-16 21:52:56] [The Player]: But even if i would not be able travel common weeks or do I practise bacuse of how bad i feeling still! So yes lets talk tomorrow and see

[2024-07-16 21:53:06] [The Player]: Thank you for asking italian federation”

21. Also on 16 July 2024, the Player was asked by [Teammate 1]<sup>3</sup> whether she had “signed yet”. The Player replied that she had not, and – upon further inquiry by [Teammate 1] whether the offer was still “bad” – replied that the offer was the same, but that “they need to update the contract and they havent sent that to me yet”.
22. On 17 July 2024, the Player obtained a medical certificate (dated the same date) confirming that she was pregnant.

---

<sup>3</sup> [Teammate 1] is another player of the Club.

23. On 17 and 18 July 2024, the Player and the Agent continued to liaise regarding the manner in which the news of the Player's pregnancy should be communicated to the Club. The relevant excerpts of their correspondence read as follows:

*“[2024-07-17 21:41:17] [The Player]: Did you talk with antionetta?*

*[2024-07-17 21:41:49] [The Agent]: I am out to meet some clubs, I want to call them tomorrow morning*

*[...]*

*[2024-07-17 21:51:02] [The Player]: Yes tomorrow morning so they dont expect me to be there tomorroee evening or saturday!*

*[2024-07-17 21:53:05] [The Agent]: I have to tell her directly you are pregnant, do you prefer to do in this way?*

*[2024-07-17 21:53:38] [The Agent]: Or do you prefer to have the draft, cause at the moment we don't have the new one*

*[2024-07-17 21:53:51] [The Player]: I think its weird she never sended the updated contract*

*[2024-07-17 21:53:56] [The Player]: What do you mean?*

*[2024-07-17 21:54:28] [The Agent]: I can ask as the first thing the contract*

*[2024-07-17 21:54:41] [The Agent]: Then I can tell her you have been to the doctor..*

*[2024-07-17 21:55:00] [The Player]: Yes*

*[2024-07-18 01:24:42] [The Player]: Maybe its best you call her in morning ask about why she didn't sended the updated contract, then tell that i was at doctor 17 july(the day before) and got to know that i am pregnant and thats why i have felt sick so long time and still do! Will not be possible to come and practise the common weeks! Beacuse i vomitt and feeling bad every day!*

*And ask her how we should do with the contract beacuse we both have agree already!*

*Also that you tell her that i dont want that to be spread to the team or people outside Lazio!Maybe best you do it as early as possible tomorrow morning!*

*[2024-07-18 01:26:10] [The Player]: That i wish my pregnancy news will be handle in the club and not spread! Beacuse my famlily etc is not informed yet! So i hope they can respect it*

*[2024-07-18 02:07:26] [The Agent]: Ok Maja, all clear. My only fear is if I tell them about your pregnancy without any new document already signed.. they for sure will not send us nothing anymore*

*[2024-07-18 02:07:26] [The Agent]: Otherwise I can tell them to send the contract.. then I can tell you are not able to travel because you are sick and when the contract will be registered I can tell them you are pregnant.. if we tell them without signed papers, you will not be protected by Federation...*

[2024-07-18 02:08:16] [The Agent]: *I don't think they are gentlemen.. and I don't think if they will know this information they will help us*

[2024-07-18 11:24:17] [The Agent]: *Hi Maja, I've called Lazio, they are sending the draft*

[2024-07-18 11:24:40] [The Agent]: *As soon as I get it, I will call you”.*

24. Following such correspondence, on the same day (18 July 2024), the Club sent an updated version of the draft contract (the “Second Draft Contract”, and together with the First Draft Contract the “Draft Contracts”) to the Agent. The relevant parts of the Second Draft Contract read as follows:

**“Fixed remuneration**

*for the 2024/2025 season a gross remuneration of € 64,000.00*

*The gross share payable for participation in any promotional/advertising initiatives of the Company is included in the remuneration.”*

25. Upon receipt of the Second Draft Contract, the Agent and the Player further liaised as follows:

*“[2024-07-18 12:08:07] [The Agent]: This are the new papers*

*[2024-07-18 12:09:49] [The Agent]: Tell me what to do.. we can:*

*1) not say anything to them, let make them sign and register the contract, telling them later you are pregnant (you will be protected by Federation)*

*2) be honest, tell them the truth and let s see what it will happen with them*

*[2024-07-18 12:12:23] [The Player]: Maybe need to do 2) option beacuse i will not be able travel there before the precamp or be there beacuse how i feel! Or what do you think?*

*[2024-07-18 12:13:32] [The Agent]: Yes, in life it's always appreciated to be honest.*

*[2024-07-18 12:14:10] [The Agent]: But in this option we could not be protected by Federation. But we can hope they will appreciate this behaviour*

*[2024-07-18 12:14:57] [The Player]: Maybe you should send a email so we have “proof” that we have send the that i will not be able play this season beacuse pregnancy! Also that we wish it not should be spread*

*[2024-07-18 12:15:04] [The Player]: Then you can call them also*

*[2024-07-18 12:15:14] [The Player]: But so have some kind or proof*

*[2024-07-18 12:16:24] [The Player]: Yes! And the swedish fifapro people say that even if we havent sign, its some rule that you can take back a contract (even if not sign) beacuse of a pregnancy so maybe its a chance anyway to get something*

*[2024-07-18 12:23:33] [The Player]: You can say that i maybe can visit in some*

*month/s if i start feeling better! They say it cab be easier or feeling better in middle of pregnancy*

*[2024-07-18 12:51:41] [The Agent]: Italian football federation didn't say that about these possibilities*

*[2024-07-18 12:53:47] [The Player]: Okay! But maybe still best you send a email to antionetta and call her today and say that i still feel very sick and got to know i am pregnant etc*

*[2024-07-18 12:54:08] [The Player]: And that i dont want it to be spread or tell other people*

*[2024-07-18 12:54:51] [The Agent]: The only possibility to be officially protected by Federation it s to have all signed and registrated. Even if we communicate after 1 min after the registration*

*[2024-07-18 12:55:07] [The Agent]: It s something very unfair.. but that's it*

*[2024-07-18 12:55:21] [The Player]: Okay!But how long does the registration take?*

*[2024-07-18 13:04:42] [The Player]: But i still think you need to call as soon as possible so they dont expect me to be there tomorrow or tonight*

*[2024-07-18 13:32:31] [The Agent]: Hi will do now*

*[...]*

*[2024-07-18 18:14:56] [The Player]: "Hi Maja, the van will come pick you both up when [Teammate 1] lands, I only had one van available and had to set it up like this, you'll have to wait a bit after you pick up your luggage"*

*[2024-07-18 18:15:12] [The Player]: The teammanager sended this now*

*[2024-07-18 18:15:32] [The Player]: Should i just say that i dont coming*

*[2024-07-18 18:15:33] [The Agent]: Don't answer for the moment*

*[2024-07-18 18:15:36] [The Player]: Ok*

*[2024-07-18 18:15:53] [The Agent]: They are managing inside the situation*

*[2024-07-18 18:40:51] [The Player]: Teammanager sended again" have you already landed"*

*[2024-07-18 18:40:54] [The Player]: I didnt answer*

*[2024-07-18 18:41:07] [The Player]: But he think i will arrive as everyone else tonight i guess*

*[2024-07-18 19:15:51] [The Agent]: The Team manager has been contacted now".*

26. Still on the same day, the Agent informed Ms Maria Antonietta Pia Foti, Secretary of the Club's Women's team, by telephone that the Player was pregnant. Subsequently, the Agent also informed Mr Pinzani, the Sporting Director, as suggested by Ms Foti. It is disputed between the Parties whether the Agent made it clear to Ms Foti and Mr Pinzani that they had to treat the information confidentially.

27. Following these phone calls, at the Sporting Director's request, the Agent sent him the certification confirming the Player's pregnancy. The medical certificate stated that the Player was "[u]nable to exercise due to nausea and fatigue".
28. On 20 July 2024, the Agent and the Player exchanged the following WhatsApp messages:

*"[2024-07-20 13:41:09] [The Player]: Have Lazio said anything more?"*

*[2024-07-20 13:41:40] [The Player]: I got text from the [Teammate 1] yesterday and ask if i coming or not and also said that Mister had said something to the team about me, i dont know what <This message was edited>*

*[2024-07-20 13:41:58] [The Player]: Also the [Teammate 2] texted me and ask when i will arrive!*

*I didnt answer*

*[2024-07-20 13:51:34] [The Agent]: Still not..*

*[2024-07-20 13:52:10] [The Player]: Okay, i hope he didnt tell team that i am beacuse girls always spread stuff fast...*

*[2024-07-20 13:52:14] [The Agent]: I have to call him back.. but he didn t call me back*

*[2024-07-20 13:52:21] [The Player]: Okay*

*[2024-07-20 13:52:30] [The Agent]: No no.. don't think so".*

29. On 21 July 2024, [Teammate 1] and the Player exchanged the following WhatsApp messages:

*"[[Teammate 1]]: Gianmarco<sup>4</sup> says you are pregnant? true?"*

*Just talked with [Teammate 2] I feel so bad for you that Gianmarco had said it without you to want us to know [...]*

*[The Player]: Not chocked .... but i have been sick latest 2,5 week so went on wednesday to doctor beacuse i needed to check before i know if i could come this week and tgen i got to know it! Thats why i dint know before! So its so early and still not like "safe" yet beacuse so early and risks and my agent told lazio on thursday and told not talk about it before they solve the situation.*

*And i havent sign yet so thats why i also dont know whats going on*

*And havent told our familys yet beacuse its so early! So yes weird that the team know and also people i dont know [...] but not suprised".*

30. On the same day, the Player and [Teammate 2] exchanged the following messages:

*"[2024-07-21 13:06:01] [The Player]: Hello! I do not know yet!"*

---

<sup>4</sup> Mr Gianmarco Fedeli, the Club's Assistant Coach.

*I received a message from a player in Lazio today that Gianmarco has told players that I am pregnant....*

*First, it's so early that I don't want players to know, so it doesn't spread!*

*I hope you can talk to him and if the team asks say it's nothing to spread because it's so early. and my family doesn't even know. I hope you understand!*

*[2024-07-21 13:15:20] [[Teammate 2]]: I will talk to Gianmarco*

*[...]*

*[2024-07-21 18:32:35] [[Teammate 2]]: I'll take you out of the group, okay?*

*[2024-07-21 18:33:17] [The Player]: Okay!"*

[messages of [Teammate 2] originally in Italian]

31. On the same day, the Player and the Agent conferred as follows:

*“[2024-07-21 12:39:34] [The Player]: The assistant coach have say to the players that i am pregnant*

*[2024-07-21 12:41:12] [The Agent]: Maja I've asked to take it as confidential as much as possible. Tell them you have some personal and health problems and that's it. [...]*

*[2024-07-21 13:27:09] [The Agent]: Maja I clearly told them to keep it as confidential. Obviously I will tell them again*

*[2024-07-21 13:27:45] [The Agent]: I will ask to underline that this information should be confidential*

*[...]*

*[2024-07-21 14:22:11] [The Player]: So many players i the team send me about the pregnancy now...*

*[2024-07-21 14:23:16] [The Agent]: I asked him to please do not confirm or tell other to the players*

*[...]*

*[2024-07-21 14:25:19] [The Agent]: I imagine, I ve asked them to please do not spread anything cause is too early*

*[...]*

*[2024-07-21 15:31:59] [The Player]: So what happend with my contract now?*

*[2024-07-21 16:15:13] [The Agent]: As I said, the contract is not signed and not registered. I've explained that unfortunately in this case it's not protected or covered by Federation. If it was signed and registered it was valid, it was protected. In this way not.*

*[2024-07-21 17:01:30] [The Player]: Okay so whats going on now then?*

*[2024-07-21 17:02:24] [The Player]: The swefish lawer in swedish soccer*

*association in and fifapro wanted to know how lazio respond to the information!*

*[2024-07-21 17:02:39] [The Player]: If they bring back the contract offer or what*

*[2024-07-21 17:18:53] [The Agent]: Maja they answer that since it was a draft and it s not signed they don't have any obligations.*

*As I told you the italian footballer Association was clear on that.*

*If we sign, they register and after 1 minute we declare the pregnancy, you are protected and covered.*

*If we do not in this way, even if it was a draft, for them it's like we haven't signed.*

*[2024-07-21 17:19:21] [The Player]: Okay so why did the coach tell the team then?*

*[2024-07-21 17:20:17] [The Agent]: Maja I am asking to Maria Antonietta, who is the only one inside Lazio with a clever mind respect to the others.*

*[2024-07-21 17:20:41] [The Player]: Okay i send it to the swedish federation and fifa pro*

*[2024-07-21 17:20:42] [The Agent]: But she is not replying because this 2 days were the only her days off*

*[2024-07-21 17:20:46] [The Player]: Okay*

*[2024-07-21 17:22:48] [The Agent]: In that case, why haven't you sign before, and then you make as suggested.. I imagine was difficult to handle, but as I told you the only way to be protected by Italian laws and "accordo collettivo" (agreement between clubs and professional footballers association)".*

32. On 22 July 2024, Mr Renga removed the Player from the WhatsApp Group "Lazio Women 2024-25".

33. In the following days, the Player and the Agent continued their communications on how to handle the situation. The relevant excerpts of this correspondence read as follows:

*"[2024-07-22 18:04:30] [The Player]: Do you have any conversation between you and Lazio regarding you telling them that I was pregnant? Something that can be forwarded?*

*It can be email, WhatsApp messages, text messages or recorded conversations. Or did everything go by phone call?*

*Then regarding the question of how it came to the coach and the playing group that i am pregnant, so how and who in the club got the information from you and told the coach it was okay to spread it?*

*Sorry for many questions but i want to understand why they spread it to the team when you clearly said it should be kept within management and not spread.*

*[...]*

*[2024-07-22 18:21:53] [The Agent]: I did tell exactly first to Maria Antonietta that we have received contract, we want to be honest and since you were feeling bad the last days, before your departure you were been to the doctor the day before and he*

*discovered you were pregnant. I told them to do not spread the news and it was confidential because it was early enough and your family still didn't know anything about that. So just the sport Director and general director should be informed. Maria Antonietta suggest me to tell the same to Pinzani, the sport Director and I did so. Repeating exactly the same*

*[2024-07-22 18:22:17] [The Agent]: Then I sent a message with the certificate on WhatsApp to him*

*[2024-07-22 18:22:41] [The Player]: Okay! Thanks i just wanna be sure*

*[2024-07-22 18:22:57] [The Agent]: <bifogat: 00000814-PHOTO-2024-07-22-18-22-57.jpg>*

*[2024-07-22 18:22:56] [The Player]: They just took me out from lazio whats apps groups*

*[...]*

*[2024-07-29 16:15:05] [The Player]: Hi!*

*I have talk with the swedish player federation and fifapro about what have heppend like i told you on phone!*

*They say Lazio have done wrong with the situation.*

*I just need to know if you Would support me about the thing about what happend with Lazio, that you told them about pregnancy and then they took contract offer back and also the thing that you told them not spread about my pregnancy. That if we file a claim (for example, would you provide a written testimony about what happened?*

*[2024-08-01 13:17:46] [The Player]: Hi, the Swedish players federation is asking if you would be ok to sign a written statement that the club stopped the signing because of my pregnancy. It would help me a lot so I hope it is fine for you.*

*Also talked with them and it didnt matter that you and me didnt have written.*

*[2024-08-01 13:36:24] [The Agent]: Ok Maja”.*

34. At the end of July 2024, the Club signed Ms Martina Zanolli as a replacement for the Player.
35. On 2 August 2024, the Player, through her legal representative, sent the following letter to the Club:

*“We contact you on behalf of our member, Ms Maja Göthberg, who was employed by your club during the 2023/2024 season. Please note that we are representing Ms Göthberg and we therefore kindly request you to address any future correspondence to the undersigned.*

*In this respect, we wish to recall that following a successful 2023/2024 season, your club communicated to Ms Göthberg a desire to continue the employment relationship in the 2024/2025 season and thus to renew the employment contract. As such, the renewal of the employment contract was sent to Ms Göthberg and she*

*subsequently accepted the renewal of the employment contract for the 2024/2025 season.*

*However, on 18 July 2024, out of courtesy Ms Göthberg informed your club through an intermediary that she was pregnant. Subsequently, on 21 July 2024, an official of the [club] called the intermediary and told him that the contract of Ms Göthberg would not be renewed because of her pregnancy. She was then also removed from the team's WhatsApp group.*

*In this regard, we wish to underline that we deem that your decision to withdraw from the employment contract due to Ms Göthberg's pregnancy is not lawful, constitutes a breach of contract as well as an act of discrimination on the basis of gender.*

*Furthermore, it is also understood that the club - without Ms Göthberg's consent - communicated the pregnancy to various members of the team, including other players. Please note that also this act was unlawful given that sensitive personal medical data was disclosed even though Ms Göthberg did not consent to this.*

*As a result, while the exact amount of the damage for Ms Göthberg is currently being assessed, we kindly request you to inform us within the next 5 days whether you acknowledge liability and are willing to compensate the damage."*

36. On 6 August 2024, the Club sent the following response to the Player:

*"[O]n behalf of S.S. Lazio Women 2015 a r.l. I acknowledge your letter of 2 August, whose contents surprised me.*

*Your Client, who had declared her willingness to renew her employment contract for the 2024/2025 season, did not accept the company's invitation sent to her twice without providing any justification: the Club therefore considered the silence as a manifestation of a contrary will and replaced your Client in the preparation programmes for the championship that is about to begin.*

*No contract was therefore concluded because the Player did not wish to conclude it.*

*As for the news of Ms Göthberg pregnancy, I can assure you that the Club, which had no knowledge of it, did not disclose this. If the former colleagues of the Player have been informed, this is the result of the interpersonal relations that were obviously consolidated during the past sports season."*

### **C. The Proceedings before the DRC**

37. On 30 August 2024, the Player lodged a damages compensation claim for breach of contract before the DRC.
38. The Club did not participate in the proceedings before the DRC.
39. On 24 March 2025, the DRC, by majority, issued the operative part of the Appealed Decision, dismissing the Player's claims.

40. The grounds of the Appealed Decision were notified to the Parties on 27 May 2025.

In its pertinent parts, the Appealed Decision found that:

- The Player had failed to establish that the Parties had concluded an employment contract. The majority of the DRC based this conclusion on the lack of any evidence, including evidence that the Club had indeed sent the Player the First and Second Draft Contract as final versions of the contract, and evidence that the Player had accepted the Second Draft Contract. Specifically (para. 63, 64 of the Appealed Decision):

*“63. In particular, regarding the second point, the majority of the Chamber observed that while the Player stated that both parties agreed they had a contract, she contradicted herself by saying she did not sign the contract. She also clearly mentioned in her communication with the other player that she had not yet signed a contract with the Club. This led to the conclusion that, as of 22 July 2024, the contract was not concluded, as no acceptance was made.*

*64. Indeed, according to the communications provided, the Player was in Italy and was added to a WhatsApp group. However, the majority of the Chamber could not conclude that the parties were executing a contract, as the terms were not finalized.”*

- Article 18quater para. 1 and para. 2 of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”) did not apply to the Player’s case absent the conclusion of a valid employment contract and also in view of the fact that the Player’s pregnancy occurred before the alleged conclusion of any contract. For the same reason, the Player was not entitled to compensation under Article 18quater para. 3 or Article 17 of the FIFA RSTP.
- The Club did not discriminate against the Player on the basis of sex. The majority of the DRC observed that the only documentation on file as to the allegations of discrimination was a WhatsApp message to the Sporting Director Mr Pinzani, in which a copy of the Player’s pregnancy test was shared. Nonetheless, there was no communication showing or informing the Player that the Club would not sign a contract after the information was shared (para. 74 of the Appealed Decision). To the extent the Player submitted that her allegations are also proven through phone calls, the Appealed Decision explained that *“the Chamber did not receive evidence that indeed these calls in fact happened and the roles of the persons with whom she [the Player] or the Agent allegedly discussed”* (para. 75 of the Appealed Decision).
- The majority of the DRC did not find evidence that the Club had disclosed the Player’s pregnancy (para. 77 of the Appealed Decision):

*“Moreover, as to the alleged disclosure of her pregnancy, the majority of the Chamber was not able to find evidence as to this point and was not able to*

*conclude that the Club disclosed this information. In particular, the majority of the Chamber was not able to identify who was the other player and that the Club provided this information to the other player. The majority of the Chamber also observed that as per the WhatsApp communication with the other player, the players mentioned a person named ‘Gianmarco’, however his identification was not provided.”*

- Finally, the Appealed Decision rejected the Club’s liability under the doctrine of *culpa in contrahendo*, because the majority of the DRC felt unable to conclude that the Club’s omission to sign the contract was the result of a breach of the duty to act in good faith during the pre-contractual stage (paras. 84 et seqq. of the Appealed Decision).

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

41. On 16 June 2025, the Appellant filed her Statement of Appeal with the CAS against the Appealed Decision (the “Appeal”), pursuant to Articles R47 *et seq.* of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”). In her Statement of Appeal, the Appellant requested the production of various documents by the Respondent (“Document Production Request”) and sought the suspension of the time limit for the submission of her Appeal Brief until compliance with that request. The Appellant further nominated Prof. Dr An Vermeersch, Professor of Sports Law in Ghent, Belgium, as arbitrator. Finally, the Appellant informed the CAS Court Office that she would be willing to submit the matter to CAS mediation.
42. On 17 June 2025, the CAS Court Office informed the Parties of the Appeal, requested the Appellant to file her Appeal Brief in accordance with Article R51 of the CAS Code, and noted the Appellant’s choice to proceed in the English language. The CAS Court Office invited the Respondent to comment, within five (5) days, on the Appellant’s Document Production Request and advised the Parties that, in the interim, the deadline for the Appellant to file her Appeal Brief was suspended. The CAS Court Office further invited the Respondent to nominate an arbitrator within ten (10) days. In addition, the CAS Court Office invited the Respondent to inform, within five (5) days, whether it was also willing to submit the present dispute to CAS mediation.
43. On 23 June 2025, FIFA informed the CAS Court Office that it renounced its right to request a possible intervention in the present proceedings. In addition, FIFA provided the CAS Court Office with a clean copy of the Appealed Decision.
44. On 25 June 2025, the Respondent confirmed its agreement to conduct the proceedings in the English language and nominated Mr Omar Ongaro, Legal Counsel in Dübendorf, Switzerland, as arbitrator. The Respondent further informed the CAS Court Office that it objected to the Appellant’s Document Production Request.
45. On 30 June 2025, the CAS Court Office, acting on behalf of the President of the CAS Appeals Arbitration Division (the “Division President”), informed the Parties that the Appellant’s request to suspend the time limit for filing her Appeal Brief was denied and

that, accordingly, the suspension of that time limit was lifted. The Division President further noted that, should the Appellant's Document Production Request subsequently be granted, she could apply for a second round of written submissions due to exceptional circumstances in accordance with Article R56 of the CAS Code.

46. On 11 July 2025, the Appellant filed her Appeal Brief.
47. On 14 July 2025, the CAS Court Office acknowledged receipt of the Appeal Brief and invited the Respondent to submit its Answer within twenty (20) days, pursuant to Article R55 of the CAS Code.
48. On 18 July 2025, the Respondent informed the CAS Court Office that it did not intend to pay its share of the advance of costs and requested that the time limit for filing its Answer be fixed once the entirety of the advance of costs had been paid by the Appellant ("Suspension Request").
49. On 21 July 2025, the CAS Court Office informed the Parties that, considering that the Appellant had already paid her share of the advance of costs, the Respondent's Suspension Request was denied.
50. On 22 July 2025, the Respondent requested that its Suspension Request be reconsidered, and that the time limit for the submission of its Answer be extended by ten (10) days.
51. On 23 July 2025, the CAS Court Office informed the Parties that the Appellant had paid the Respondent's share of the advance of costs and that, accordingly, the Respondent's request for reconsideration of the Suspension Request had become moot. Separately, the Respondent's request for a ten (10)-day extension of the time limit for filing its Answer was granted.
52. On 25 July 2025, pursuant to Article R54 of the CAS Code, and on behalf of the Division President, the CAS Court Office informed the Parties that the Panel appointed to decide the case was constituted as follows:  
  

<u>President:</u>	Ms Annett Rombach, Attorney-at-Law in Frankfurt am Main, Germany
<u>Arbitrators:</u>	Prof. Dr An Vermeersch, Professor of Sports Law, Ghent, Belgium
	Mr Omar Ongaro, Legal Counsel in Dübendorf, Switzerland
53. On 31 July 2025, the CAS Court Office informed the Parties that the Panel would decide on the Appellant's Document Production Request following receipt of the Respondent's Answer.
54. On 13 August 2025, the Respondent filed its Answer. In its Answer, the Respondent objected to the Appellant's Document Production Request and requested that no hearing be held.
55. On 14 August 2025, the CAS Court Office acknowledged receipt of the Respondent's Answer and invited the Appellant to inform the CAS Court Office whether she preferred a hearing to be held in this matter or for the Panel to issue an award based solely on the

Parties' written submissions. The CAS Court Office further invited the Parties to indicate whether they requested a case management conference ("CMC").

56. On 18 August 2025, the Appellant informed the CAS Court Office that she preferred that a hearing be held and that she did not request a CMC.
57. On 27 August 2025, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing in this matter and invited the Parties to indicate whether they preferred the hearing to be held in person in Lausanne, Switzerland, or by videoconference. The CAS Court Office further informed the Parties that the Appellant's Document Production Request was dismissed, for the following reasons explained in the letter:

*"To the extent that the Appellant requests documents to prove that the Respondent was aware of the Appellant's pregnancy before 6 August 2024, the Panel finds that the requests have become moot. In its Answer (paras 82 et seq., referring to the written statements of Mr. Pinzani and Ms. Foti), the Respondent expressly acknowledges that it learnt of the Appellant's pregnancy on 18 July 2024, i.e. before 6 August 2024. Hence, this fact can be considered undisputed.*

*"To the extent that the Appellant requests documents to prove that Mr. Valentino received the draft contracts shared with the Appellants directly from the Respondent, this fact has also been acknowledged by the Respondent (cf. Answer, para. 48, referring to Exhibits 3 and 4). Hence, this fact can also be considered undisputed.*

*Beyond these facts, which are now undisputed, the Panel finds that the requests are too vague in respect of which other concrete facts the Appellant seeks to establish, and why the requested documents are likely to discover such facts. The Panel also notes that regarding requests nos. 1 and 3, the Appellant will have a chance to fully examine both Mr. Pinzani and Ms. Foti at the hearing."*

58. In addition, in view of the Agent's role in the Parties' negotiations, the Panel invited the Appellant to make the Agent available to be heard as a witness at the hearing.
59. On 1 September 2025, the Respondent informed the CAS Court Office that it preferred the hearing to be held in person. The Appellant informed that she preferred the hearing to be held by videoconference, in view of her caretaking responsibilities for her young baby. The Appellant further informed the CAS Court Office that she had been unsuccessful in making the Agent available for the hearing and suggested that the Panel request the Respondent to secure the Agent's participation in the hearing and / or to assist the Appellant in her efforts to ensure the Agent's attendance.
60. On 2 September 2025, the Respondent informed the CAS Court Office that it objected to the Appellant's suggestion that it be ordered to summon the Agent.
61. On 25 September 2025, the CAS Court Office informed the Parties that, while the Panel appreciated the Appellant's logistical difficulties in travelling to Lausanne, it nevertheless had a preference to hold an in person hearing, with counsel for both Parties and any

witnesses present in Lausanne, and the Player participating via videoconference. The CAS Court Office invited the Appellant to explicitly confirm her agreement with such proposal, failing which the Panel was prepared to conduct the entire hearing remotely by videoconference. On the same day, the Appellant informed the CAS Court Office that she agreed with the Panel's proposal.

62. On 8 October 2025, the CAS Court Office informed the Parties that the hearing would take place on 24 November 2025 at 13:00 CET.
63. On 10 October 2025, both Parties returned duly signed copies of the Order of Procedure to the CAS Court Office.
64. On 3 November 2025, the CAS Court Office sent a letter to the Agent inviting him to appear as a witness at the hearing. The Appellant was reminded that it remained her responsibility to secure the availability and presence of any witness she wished to be heard.
65. On 17 November 2025, the CAS Court Office sent a draft tentative hearing schedule to the Parties and invited them to comment thereto.
66. On 19 November 2025, the Appellant informed the CAS Court Office that she agreed with the proposed hearing schedule, while the Respondent suggested some amendments.
67. On 21 November 2025, the CAS Court Office sent an email to the Agent noting that he had not confirmed his attendance at the hearing and reiterating that his testimony would be welcomed by the Panel.
68. On the same day, the CAS Court Office informed the Parties that the letter sent to the Agent on 3 November 2025 by email had remained unanswered. In addition, the CAS Court Office sent an amended hearing schedule to the Parties.
69. On 24 November 2025, a hearing was held at the CAS headquarters in Lausanne, Switzerland. In addition to the members of the Panel and Ms Delphine Deschenaux-Rochat, Counsel to the CAS, the following persons attended the hearing:

For the Appellant: Ms Maja Göthberg, the Player (remotely)  
Mr Roy Vermeer, Counsel  
Mr Alexander Mikhail, Counsel

For the Respondent: Mr Paolo Lombardi, Counsel  
Mr Luca Pastore, Counsel  
Ms Emily Anne Williams, Counsel  
Mr Armando Antonio Calveri, Club Secretary  
Ms Samantha Cipollina, Interpreter (remotely)

The following persons were heard as witnesses:

Mr Raffaele Pinzani, Sporting Director of the Women's Team of the Club

Ms Maria Antonietta Pia Foti, Secretary of the Club's Women's team

70. At the outset of the hearing, the Parties confirmed that they had no objections to the constitution and composition of the Panel. Afterwards, the Parties were given the opportunity to present their cases, to make their submissions and arguments and to answer questions posed by the Panel. The witnesses were questioned by the Parties and the Panel.
71. Mr Raffaele Pinzani, the Sporting Director of the Club's Women's team, who was directly involved in the negotiations with the Agent, and who personally received the information of the Player's pregnancy, testified as follows (in summary):
- His responsibilities included the overall sports management, including management of incoming and outgoing players, management of the technical staff, and liaising with the medical staff.
  - With respect to the negotiations with the Player, the Club had asked him to find a way for it to sign a new contract with the Player. He therefore initiated direct negotiations with the Agent.
  - On 21 June 2024, he was contacted via WhatsApp by Mr Valentino, who introduced himself as the Player's Agent. Following this initial contact, Mr Pinzani invited the Agent to the Club's headquarters. During their meeting on 25 June 2024, Mr Pinzani and the Agent discussed a new proposal intended to ensure that the Player would remain part of the team for the 2024-25 season.
  - After the meeting of 25 June 2024, Mr Pinzani sent to Ms Foti the parameters of the offer to be subsequently sent to the Agent. He did not receive any feedback from the Agent on the offer. He assumed that the lack of response was probably due to the Agent negotiating with other clubs as well.
  - Between 25 June 2024 and 9 July 2024 there was no contact between him and the Agent. After 25 June 2024, he saw no need for further negotiations, as, in his words, he had "*made an offer that needed no further changes*" and he was "*just waiting for the response to this offer*" and to receive the documents signed by the Player.
  - After the First Draft Contract was sent to the Agent on 9 July 2024, Mr Pinzani sent a voice message to the Agent asking him to return the documents signed by the Player as soon as possible, as the season was about to start. He explained that he was expecting the Agent to return the signed contract shortly and that he expected the Player to remain with the Club.

- After having sent Ms Foti the parameters of a certain offer to be made to any player, Ms Foti would regularly update him if there were any problems. In the Player's case, Ms Foti did not report any problems. In response to the Panel's question whether, if Ms Foti did not inform him, "*would it be fair to say that your impression was that there was an agreement on the contractual terms?*", Mr Pinzani replied: "*Certainly because I do not discuss contractual terms with Ms Foti. What I do is, I send her the contractual terms that I have agreed. In this case I sent her the contractual terms I had negotiated with Mr Valentino.*" Mr Pinzani further confirmed that, at the meeting of 25 June 2024, he and the Agent agreed on a gross amount of EUR 64,000 for the 2024-25 season.
- He became aware of the Player's pregnancy on 18 July 2024, when the Agent sent him the Player's pregnancy certificate. Shortly thereafter, he received a phone call from the Agent, who told him: "*As you can see from the certificate Maja is pregnant and therefore her state is incompatible with competitive sport. So out of respect for the club and for reasons of professionalism, we are telling you now because otherwise the Club would have to pay her for the whole year.*"
- It was made absolutely clear to him that the Player would not play for the Club. Mr Pinzani expressed his concerns to the Agent regarding the consequences for the team, explaining that the pre-season was already underway, that the Club would have to replace a player they had intended to keep, and that the season had effectively already started.
- The Agent did not ask him to keep the information regarding the Player's pregnancy confidential. He informed the coach that the Player would not be part of the team.
- After 18 July 2024 he had no further contact with the Agent and did not receive any phone call from the Agent, in particular not on 21 July 2024.
- He had never experienced a similar situation involving pregnancy at the Club, but there was one case in which the Club renewed the contract of another player despite the fact that the player had suffered a serious injury and was unable to play.

72. Ms Maria Antonietta Pia Foti, Secretary of the Club's Women's team, testified as follows (in summary):

- Her role included administrative work, handling of bureaucratic formalities, and helping in drafting contracts, but not contract negotiations.
- At the Player's request, the Agent was designated in the Draft Contracts as the Club's Agent, so that the Club would bear the Agent's costs. This was common practice in Italian football. In the end, the Agent never requested payment of his fees.

- She sent the First Draft Contract on 9 July 2024, which included the contractual terms provided to her by Mr Pinzani. The only feedback she received from the Agent concerned a spelling mistake in the Player's name, but nothing that concerned the substance of the contract.
- The Club was pushing for the Player to sign the contract, because, due to the promotion of the Club to the *Serie A Femminile* and its move into professional status, the Player's existing registration with the Club (from the 2023-24 season) was to expire on 10 July 2024. Because this deadline was missed, the registration process had to be started anew. On 18 July 2024, Ms Foti sent the Second Draft Contract to the Agent, which had corrected the spelling mistake in the Player's name and which included the FIGC's membership form, because the registration process had to be re-initiated after the expiry of the Player's initial registration. Apart from this additional form that served compliance with the federation's requirements (and the correction of the spelling mistake), the Second Draft Contract was identical to the First Draft Contract.
- The Agent did not inform her that the Player would not sign the contract, but only that the Player was pregnant. She understood that the working relationship would not continue because she did not receive any feedback regarding the Draft Contracts. She did not discuss the Player's pregnancy with anyone. Ms Foti explained that she told the Agent that he should tell Mr Pinzani about the pregnancy as that was the correct procedure within the Club.

73. After the Parties' final and closing submissions, the hearing was closed, and the Panel reserved its detailed decision for this written Award. At the end of the hearing, the Parties expressly confirmed that they had no objections in relation to their respective rights to be heard and that they had been treated equally in these arbitration proceedings.

74. In reaching the present decision, the Panel has carefully taken into account all the evidence and the arguments presented by the Parties, even if they have not been summarised in the present Award.

#### **IV. THE POSITIONS OF THE PARTIES**

75. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Panel confirms, however, that it has carefully considered all the submissions made by the Parties, whether or not there is specific reference to them in the following summary.

##### **A. The Appellant's Position and Request for Relief**

76. The Appellant's arguments can be summarized as follows:

###### ***a. The Appealed Decision is flawed***

- The Appealed Decision is wrong. The DRC erred on several levels, including

with respect to the burden of proof which should have shifted to the Club given that the Player had established, on a *prima facie* basis, that the reason for the Club's discontinuation of the employment relationship was the Player's pregnancy.

- The DRC did not properly assess the documentary evidence provided by the Player and failed to correctly apply the FIFA RSTP.

***b. The Parties concluded a valid employment contract for the 2024-25 season***

- The DRC wrongly concluded that the Parties did not enter into an employment contract. The evidence provided by the Player demonstrates the contrary, namely that there was mutual consent between the Player and the Club on all relevant terms of the Player's employment.
- More specifically, the following elements demonstrate that there was an agreement between the Parties for the 2024-25 season:
  - The message from the Club's Sports Secretary Assistant (Mr Grassadonia) to the Player that the Club wanted to continue the employment relationship;
  - The Club's transmission of the First Draft Contract to the Player (through the Agent) on 10 July 2024 – which contained a spelling mistake in the Player's name;
  - The Club's transmission of the Second Draft Contract to the Player (again through the Agent) on 18 July 2024 with the exact same terms as the First Draft Contract, with the correction of the spelling mistake only;
  - The acceptance of that offer of employment by the Player, communicated to the Club through the Agent;
  - The inclusion of the Player in the team's WhatsApp group for the 2024-25 season;
  - The fact that the Player's name was not removed from the dressing room prior to the start of the 2024-25 season (contrary to those of other players who were not coming back);
  - The fact that the Player was informed of the training schedule between 17 July and 2 August 2024 for the 2024-25 season and that the Club was awaiting her return to Rome, and in fact made arrangements for her pick-up (together with another player) from the airport. These acts demonstrate that the contract was already executed by the Parties.
- The validity of the employment contract did not require the Parties' signature.

**c. *The Club was aware of the Player's pregnancy***

- Since 18 July 2024, the Club knew that the Player was pregnant, as demonstrated by the following evidence:
  - The WhatsApp messages of 18 July 2024, in which the Player requested the Agent to inform the Respondent of her pregnancy;
  - The screenshot of the medical statement having been sent via WhatsApp on 18 July 2024 by the Agent to Mr Pinzani (the Club's Sporting Director);
  - [Teammate 1]'s message to the Player of 21 July 2024, asking her whether it was true that she was pregnant;
  - The Agent's confirmation towards the Player on 22 July 2024 (through WhatsApp) that he had informed Mr Pinzani (the Club's Sporting Director) and Ms Foti (the Club's Women's team Secretary) of her pregnancy;
  - The [Teammate 2]'s confirmation (through a WhatsApp message to the Player of 23 July 2024) that the Club's Assistant Coach had told the team that the Player was pregnant.

**d. *The Club terminated the contract without just cause***

- It was only after the Club was informed of the Player's pregnancy that it communicated to the Agent that it would not continue the employment relationship, removed the Player from the team's WhatsApp group without any explanation and therewith terminated the employment relationship without just cause.
- Regarding the consequences of the contract termination, the Player is entitled to compensation for breach of contract in the amount of EUR 96,000 (plus 5% interest *per annum* calculated as from 21 July 2024 until the date of effective payment), composed as follows:
  - EUR 64,000 as the residual value of the contract as per Article 18quater (3)(a)(i) of the FIFA RSTP;
  - EUR 32,000 as the additional compensation as per Article 18quater (3)(a)(iii) of the FIFA RSTP.

**e. *Argument in the alternative: The Club discriminated against the Player on the basis of sex***

- The Appellant has provided a credible case supported by *prima facie* evidence that she was discriminated against on the basis of her pregnancy. By discriminating against the Player on the basis of sex, the Respondent violated her internationally recognised human rights.

- The fact that the Agent did not want to provide a witness statement, as it would (i) affect his business dealings with the Respondent and (ii) he would have to admit that he violated Article 21(5) of the “*Regolamento Agenti Sportivi*” of the FIGC and therefore be subject to sanctions, limits the evidence that the Appellant can reasonably provide. Likewise, it is also impossible for the Appellant to submit proof of the phone calls or other discussions which she was not a direct party to.
- As a consequence, because the Player would have been employed by the Club for the 2024-25 season but for the discrimination, the Player is entitled to compensation which should be equivalent to the compensation as calculated under Article 18quater of the FIFA RSTP, in that the Player is entitled to the amount of EUR 96,000 as compensation (plus 5% interest *per annum* calculated as from 21 July 2024 until the date of effective payment).

***f. Argument in the alternative: The Club violated the principle of culpa in contrahendo***

- The Player submits that the Club breached the principle of *culpa in contrahendo*. The Club did not act in good faith and abandoned the contract negotiations without a compelling reason.
- It cannot be considered an act of good faith to walk away from contract negotiations without any explanation, valid reason and information, especially following the disclosure of a pregnancy.
- As to the compensation payable for the violation of the principle of *culpa in contrahendo*, the Club is obliged to compensate the Player on the basis of Article 17 of the FIFA RSTP and pay EUR 64,000 as the residual value of the employment contract (plus 5% interest *per annum* due as from 21 July 2024 until the date of effective payment).

***g. The Club violated the Player’s personality rights***

- By disclosing the Player’s pregnancy (a rather personal and sensitive piece of information) without her consent (and even following her express request to keep it confidential), the Club infringed her personality rights. Therefore, the Respondent is obliged to pay compensation to the Player on the basis of Article 49(1) of the Swiss Code of Obligations (“SCO”).
- Even though there was no need to do so, given that it is evident that medical data cannot be disclosed without a person’s consent, the Player had explicitly requested the Club not to disclose her pregnancy.
- This infringement was particularly serious due to the fact that the pregnancy was in a very early stage. In addition, the Player had not even shared the news with her family at the time. The Player suffered emotional distress following the disclosure. Not only was she informed by the Agent that the Club was withdrawing from the employment relationship, but was also faced with her

desire to keep the news confidential being blatantly trampled.

- On the basis of the Club's unlawful and unethical disclosure of her pregnancy, the Player requests an additional compensation of EUR 32,000 (plus 5% interest *per annum* due as from 21 July 2024). This amount was calculated following the precedent set in CAS 2015/A/3871.
- The Club's unlawful disclosure of sensitive personal data constitutes a breach also under Italian law (Articles 2087 and 2043 of the Italian Civil Code), which imposes on the employer the obligation to protect the personal rights and dignity of employees and establishes the right to compensation for damages caused by unlawful acts, respectively. Additionally, the unauthorized disclosure of sensitive medical data also represents a violation of the Italian Privacy Code. Accordingly, the Player is entitled, under Italian law as well, to seek compensation arising from such unlawful conduct.

77. As per her Statement of Appeal, the Appellant requests the following relief:

*“The Appellant is respectfully requesting the Court of Arbitration for Sport:*

*a) To set aside the decision of the FIFA DRC.*

*b) To order the Club to pay her EUR 96,000 as compensation for the termination of the contract without just cause plus 5% interest as from 21 July 2024;*

*In the alternative:*

*c) To order the Club to pay her EUR 96,000 as compensation for the discriminatory and unlawful act which prevented the renewal of the contract plus 5% interest as from 21 July 2024;*

*In the further alternative:*

*d) To order the Club to pay her EUR 64,000 as compensation for a violation of the doctrine of culpa in contrahendo plus 5% interest as from 21 July 2024.*

*In all scenarios:*

*e) To order the Club to pay her EUR 32,000 as compensation for disclosing the pregnancy plus 5% interest as from 21 July 2024.*

*f) To condemn the Club 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.*

*g) To rule that the Club has to pay the Appellant a contribution towards her legal costs.”*

78. In her Appeal Brief, the Appellant updated her prayers for relief as follows:

*“The Appellant is respectfully requesting the Court of Arbitration for Sport:*

*a) To set aside the decision of the FIFA DRC.*

*b) To order the Club to pay the Appellant the following amounts:*

- *EUR 96,000 as compensation for the termination of the contract without just cause plus 5% interest as from 21 July 2024; and*
- *EUR 32,000 as compensation for disclosing the pregnancy plus 5% interest as from 21 July 2024.*

*In the alternative:*

- *EUR 96,000 as compensation for the discriminatory and unlawful act which prevented the renewal of the contract plus 5% interest as from 21 July 2024; and*
- *EUR 32,000 as compensation for disclosing the pregnancy plus 5% interest as from 21 July 2024.*

*In the further alternative:*

- *EUR 64,000 as compensation for a violation of the doctrine of culpa in contrahendo plus 5% interest as from 21 July 2024; and*
- *EUR 32,000 as compensation for disclosing the pregnancy plus 5% interest as from 21 July 2024.*

*In all scenarios:*

- c) To condemn the Club to pay the entire CAS administration costs and the arbitration fees and to reimburse the Player of any and all expenses she incurred in connection with this procedure.*
- d) To rule that the Club has to pay the Player a contribution towards her legal costs.”*

## **B. The Respondent’s Position and Request for Relief**

79. The Respondent’s arguments can be summarized as follows:

### ***a. The Appealed Decision is correct***

- The present Appeal is the Player’s illegitimate attempt to exploit the important rules protecting pregnancy in women’s football by obtaining an undue payment.

### ***b. The First Contract (covering the 2023-24 season) expired on 30 June 2024***

- During a telephone call on 18 July 2024, the Agent informed Mr Pinzani that because the Player got pregnant and because the new contract offered by the Club was for a single season only, the Player was not going to sign the contract.
- The Player’s contractual relationship with the Club expired on 30 June 2024. Consequently, the Parties were no longer bound by an employment contract after 30 June 2024. Because the Club was promoted to the professional level, the Player’s registration with the Club was extended until 10 July 2024,

pursuant to Article 116(1) of the FIGC rules entitled “*Norme organizzative interne*”.

- The fact that the Player was engaged in contractual negotiations with another club (Parma Calcio Women) proves that the Player was not certain on continuing her career with the Respondent. Most crucially, the fact that these contractual negotiations were still ongoing at the time when the Player found out she was pregnant proves beyond doubt that at the time she did not consider herself bound to the Respondent.

***c. No contract for the 2024-25 season was ever concluded between the Parties***

- Pursuant to the applicable FIGC regulations and Italian law, no employment relationship has been established between the Club and the Player for the 2024-25 season.
- According to Article 2.1 of the *Accordo Collettivo* (adopted on 1 July 2022 by the FIGC), the following cumulative conditions must be met for the conclusion of a valid employment contract between a professional player and a club: (i) it must be drafted in writing; (ii) it must be drafted on the template attached to the *Accordo Collettivo*; (iii) it must be signed by the parties. Failure to meet any of these conditions would result in the relevant employment contract being null and void.
- Additionally, every employment contract must be filed with the FIGC for it to be recognised under the FIGC regulations. An employment contract may only be considered legally valid and binding once it has been approved by the FIGC.
- The Club did everything it could possibly do to ensure that the employment contract offered to the Player would become valid and binding. However, the Player never accepted the Club’s offer, either explicitly or implicitly, nor did she return to the Club a duly signed copy of the employment contract. The Player failed to notify the Club of her acceptance of the contract offer. It is a general principle in contract law, recognised by all legal systems, that a party’s internal thoughts or intentions alone are not sufficient to create a legally binding contract.
- What is more, the Agent openly and explicitly informed the Club’s Sporting Director, Mr Pinzani, that “*under the circumstances Ms Göthberg could not be expected to commit to Lazio in order to perform her duties as a football player, especially considering that the contract negotiated was for a single season*”. This statement was consistent with the Player’s conduct: she never returned a signed version of the contract to the Club. The Club had no reason whatsoever to believe that the Player deemed that an employment relationship had been established.
- As a result, the Parties never concluded an employment agreement for reasons exclusively and solely attributable to the Player.
- The same conclusion follows from FIFA regulations and Swiss law, based on

which there is no doubt that the employment contract between the Club and the Player would have had to be (i) made in writing; and (ii) signed by all Parties.

- The Player's alleged restrictions in providing suitable evidence due to her Agent's refusal to appear as a witness in these proceedings goes to her own detriment. The Agent was the Player's agent despite appearing on the official documents as acting on behalf of the Club. This circumstance is openly acknowledged by both Parties, since the Player requested the Agent to ask the Club to pay the agent's fee.
- Furthermore, no evidence was provided to the allegation that the Agent refused to provide a statement. As a matter of fact, the Agent actually agreed to provide a statement in favour of the Player, as confirmed by the evidence provided by her.

***d. The Club did not discriminate against the Player on the basis of sex***

- The Club did not discriminate against the Player. It did everything it could to sign the Player for the 2024-25 season before 10 July 2024 (when the Player's registration with the Club expired), but the Player simply never agreed to the proposed contract and never signed any of the Draft Contracts.
- The only reason why the Club stopped contacting the Player after almost one month of fruitless chasing was because of her Agent's clear and unequivocal statement that the Player would not sign the employment contract due to her pregnancy.

***e. The Club did not violate the principle of culpa in contrahendo***

- Under Swiss law, the concept of *culpa in contrahendo* involves the negligent or intentional breach of pre-contractual duties. The party committing the breach must compensate the other party for any loss sustained as a result of the misconduct. In the present case, the Player has failed to submit any evidence as to the alleged breach of any pre-contractual duties.
- The Club always acted in good faith and did its best to sign the Player. On the other hand, the Player acted in bad faith during the whole negotiation phase: the party liable under the principle of *culpa in contrahendo*, if any, is the Player, due to her dishonest and deceitful conduct.

***f. The Club did not violate the Player's personality rights***

- The Club refutes the accusations that it violated the Player's personality rights. There is no evidence that any staff member of the Club unlawfully disclosed the news of the Player's pregnancy.
- Furthermore, the Player also failed to provide any evidence as to the damages she allegedly suffered (including the calculation of any compensation amount). In any event, as per the CAS jurisprudence on which the Player

relies (in particular, CAS 2015/A/3871), the compensation amount should not exceed 7%.

80. In its Answer, the Club requests the following relief:

*“[...] The Respondent respectfully requests the Panel to issue an Award:*

- a) **REJECTING** the Appellant’s requests in their entirety;*
- b) **CONFIRMING** the Decision issued by FIFA;*
- c) **ORDERING** the Appellant to cover all procedural costs related to these proceedings;*
- d) **ORDERING** the Appellant to cover the Respondent’s legal costs related to these proceedings, in the highest amount that is deemed appropriate.”*

[emphasis in the original]

## V. JURISDICTION

81. Article R47 of the CAS Code provides the following:

*“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.”*

82. In the absence of a specific arbitration agreement, the CAS may only assume jurisdiction to hear an appeal if the statutes or regulations of the sports-related body from whose decision the appeal is lodged expressly recognizes the CAS as an arbitral body of appeal.

83. According to Article 50 para. 1 of the FIFA Statutes (2024 edition),

*“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.”*

84. The Appealed Decision is a “final decision” rendered by the DRC. Furthermore, both Parties confirmed the jurisdiction of the CAS through their signing of the Order of Procedure.

85. In light of the above, the Panel finds that the CAS has jurisdiction to hear this matter.

## VI. ADMISSIBILITY

86. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time*

*limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. [...]*”

87. Article 50 para. 1 of the FIFA Statutes (quoted above at para. 83) provides that the time limit for any appeal is 21 days as from receipt of the Appealed Decision.
88. The grounds of the Appealed Decision were notified to the Appellant on 27 May 2025. Hence, the Statement of Appeal submitted by the Appellant on 16 June 2025 was filed in time.
89. The Statement of Appeal complies with all procedural and substantive requirements of the CAS Code, and the admissibility of the Appeal has not been disputed by the Respondent. Accordingly, the Panel deems the Appeal admissible.

## VII. APPLICABLE LAW

90. Regarding the law applicable to the merits, 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.”*

91. The “*applicable regulations*” are the FIFA regulations, including the FIFA RSTP and the FIFA Statutes. Article 49 para. 2 of the FIFA Statutes provides:

*“[...] CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”*

92. Hence, in accordance with Article R58 of the CAS Code and Article 49 para. 2 of the FIFA Statutes, the Panel will primarily apply the FIFA RSTP and Swiss law.
93. Subsidiarily, the “*rules of law chosen by the parties*” (if any), may apply. In determining whether the Parties made any choice of law, the Panel refers to the Draft Contracts sent by the Club to the Agent on 9 and 18 July 2024 (see *supra*, paras. 14, 24), because these drafts reflect the (anticipated) agreement between the Parties under which the present dispute has evolved. Under the Draft Contracts (Article 3, respectively), the Parties agree to be bound by the Collective Agreement, the provisions of which the Panel may take into account subsidiarily in case of any *lacuna* in the FIFA regulations or Swiss law.

## VIII. SCOPE OF REVIEW

94. According to Article R57 para. 1 of the CAS Code,

*“[t]he Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance”.*

95. CAS panels have repeatedly referred to Article R57 granting them full power to examine all facts and legal issues of a dispute and to hold a trial *de novo*. Against this background, the Panel finds that its power to review the facts and the law of the present case is not limited.

## IX. MERITS

96. The Appellant pursues two separate compensation claims in this Appeal, both of which have been dismissed by the DRC:

97. The first compensation claim rests on the Player’s argument that she concluded a valid employment contract with the Club for the 2024-25 season, and that the Club wrongfully terminated such contract as a result of the Player’s disclosure of her pregnancy, or (in the alternative) that the Club discriminated against the Player on the basis of the disclosed pregnancy (the “First Compensation Claim”). The claimed value of the First Compensation Claim, calculated under Article 18quater para. 3 lit. a) of the FIFA RSTP, is EUR 96,000, or (if based on the theory of *culpa in contrahendo*) EUR 64,000. The First Compensation Claim will be addressed below at **A**.

98. The second compensation claim is based on the alleged disclosure of the confidential fact of the Player’s pregnancy within the Club beyond the two people who initially received the information from the Agent, and the (immaterial) damage consequently suffered by the Player (the “Second Compensation Claim”). The claimed value of the Second Compensation Claim is EUR 32,000. The Second Compensation Claim will be addressed below at **B**.

### **A. The First Compensation Claim**

99. The central factual premise of the First Compensation Claim is the Appellant’s allegation that the Player and the Club concluded a valid employment contract, which the Club wrongfully terminated after it learnt of the Player’s pregnancy.

100. The Player bases the First Compensation Claim on Article 18quater of the FIFA RSTP (in its version of 1 June 2024, governing at the time of the incidents at issue here), which reads (in relevant part) as follows:

***“18quater Special provisions relating to pregnancy, adoption and family leave***

*Validity of an employment contract*

1. *The validity of a contract may not be made subject to the taking of, or the result of, a pregnancy test, the player being or becoming pregnant during its term, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.*

*Terminating a contract without just cause and consequences*

2. *If a club unilaterally terminates a contract on the grounds of a player refusing to take a pregnancy test, being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general, the club will be deemed to have terminated the contract without just cause.*
- a) *It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity, adoption or family leave occurred as a result of a player being or becoming pregnant, adopting a child or utilising rights related to family leave.”*
3. *where a contract has been terminated on the grounds stipulated above, as an exception to article 17 paragraph 1:*
- a) *compensation due to a player shall be calculated as follows:*
- i. *in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;*
- ii. *in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;*
- iii. *in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract; [...]*
- b) *in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general. The club shall be banned from registering any new female players, either nationally or*

*internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and measures stipulated in article 6 paragraph 3 c) of these regulations in order to register players at an earlier stage;*

*c) the sanction provided for in b) above may be applied cumulatively with a fine.”*

[emphasis in the original]

101. In accordance with Article 18quater of the FIFA RSTP, the questions the Panel needs to address in respect of the First Compensation Claim are the following:
- (1) Did the Parties conclude a valid employment contract at any time before the Player (through her agent) informed the Club of her pregnancy?
  - (2) If question (1) is answered in the affirmative, did the Club unilaterally terminate the employment contract as a result of the Player’s pregnancy, and hence unlawfully?
  - (3) If questions (1) and (2) are answered in the affirmative, what is the *quantum* of the Player’s compensation?

102. These questions will be addressed, in turn, below.

### **1. Did the Parties conclude a valid employment contract?**

103. The question whether the Parties concluded a valid employment contract, which was denied by the majority of the DRC, is at the core of the Parties’ dispute.
104. The Player, on the one hand, argues that she had accepted the terms proposed by the Club in the Draft Contracts through respective communications of her Agent with the Club, and that the circumstantial evidence confirms that both Parties felt bound by the terms of the Draft Contracts agreed between them. Consequently, the Parties had begun executing the contract, *inter alia*, by arranging for the Player’s arrival in Rome. In the Player’s view, under the applicable Swiss law, the Parties’ signature was not required for the validity of the (otherwise written) contract.
105. The Club, on the other hand, argues that under the applicable Italian law (including the collective bargaining agreement adopted by the FIGC for the *Serie A Femminile*), the validity of the contract required the Parties’ signature, and that any assumed “agreement” between the Parties was therefore null and void. Furthermore, the Parties had not even reached an agreement, because the Player had never communicated to the Club her acceptance of the offers made by the Club. By the time the Player disclosed her pregnancy, it was not clear to the Club that the Player was in agreement with either of the Draft Contracts, which is supported by the fact that the Player was having parallel

negotiations with another Italian club, and that the Player indicated multiple times that she had not yet signed a contract with the Club.

106. In its analysis of the pertaining issues, the Panel will address, in turn, (i) the law applicable to the formation of a (valid) employment contract between the Parties, (ii) the formal requirements for a (valid) employment contract under the applicable law, and (iii) the substantive requirements for the formation of a (valid) employment contract, and whether such requirements are fulfilled in the present case.

*(i) Applicable law*

107. As explained above at Section VII., pursuant to Article 49 para. 2 of the FIFA Statutes, the CAS shall “*primarily apply the various regulations of FIFA and, additionally, Swiss law.*” The Respondent principally accepts the applicability of FIFA rules and Swiss law, but argues that Italian law should be taken into consideration in addition to these legal frameworks. In the Respondent’s view, this follows specifically from Article 3 of the Draft Contracts, which expressly refers to the *Accordo Collettivo*. Article 2.1 of the relevant collective bargaining agreement provides that an employment contract which was not signed “*shall be considered null and void.*”
108. The Panel does not agree with the Respondent’s view that Italian law shall play any role in this dispute. It wishes to recall the clear hierarchy of applicable legal frameworks stipulated in Article 58 of the CAS Code, providing that “*the Panel shall decide the dispute according to the applicable regulations*”, which are defined in Article 49 para. 2 of the FIFA Statutes as the FIFA regulations and Swiss law (see also CAS 2018/A/5955 & 5981; CAS 2016/A/4709; CAS 2014/A/3690). The rules of law chosen by the parties shall only apply “*subsidiarily*”, according to the clear and unambiguous wording of Article 58 of the CAS Code. Hence, the Parties’ choice “*to fully comply*” with the collective bargaining agreement, as provided in Article 3 of the Draft Contracts (including the signing obligation in Article 2.1 of the collective bargaining agreement), is superseded by the FIFA regulations and Swiss law. It could only become relevant in case of a *lacuna* in both the FIFA regulations and Swiss law, which – however – does not exist here. As will be demonstrated below, the legal questions at issue in this dispute are exhaustively addressed in Swiss law, more specifically in the SCO.
109. In addition, the Panel notes that the Parties’ choice to incorporate the collective bargaining agreement into the terms of their employment contract was to become effective, as per Article 3 of the Draft Contracts, “[B]y signing this sports performance contract”. This means that the Parties’ envisioned choice of additional rules was expressly conditioned upon the “signing” of the contract, which – undisputedly – never occurred. This special form requirement for the inclusion of the collective bargaining agreement is to be strictly distinguished from the form requirements governing the conclusion of the employment contract, which the Panel will address immediately below.
110. In conclusion, neither Italian law, nor the FIGC Rules, nor the collective bargaining agreement apply in the present dispute in relation to the conclusion (or not) of a valid employment contract.

*(ii) Formal requirements for the conclusion of an employment contract*

111. The formal requirements for the conclusion of football employment contracts are governed by Swiss law, because the FIFA regulations are silent on this issue. While Article 2 para. 2 of the FIFA RSTP provides that it must be a “*written contract*”, the FIFA RSTP nowhere defines what such “*written form*” requires. In the absence of any definition of the written form in the FIFA RSTP, the Panel has to revert to Swiss law to fill the *lacuna*.
112. According to Article 11 para. 1 of the SCO, and in compliance with the general principle of contractual freedom, contracts governed by Swiss law do principally not require a specific form, unless a specific form is prescribed by law. For employment contracts, Article 320 para. 1 SCO specifies that “[e]xcept where the law provides otherwise, the individual employment contract is not subject to any specific formal requirement”. The freedom of form of employment contracts under Swiss law has been confirmed repeatedly within CAS jurisprudence (see, e.g., CAS 2023/A/10069, para. 132 with further references; CAS 2020/A/6914, para. 152 et seq.; CAS 2024/A/10885, para. 73).
113. Hence, absent any specific formal requirement for football employment contracts under Swiss law, while written records of the essential terms of the employment relationship are required to satisfy the prerequisites of the FIFA RSTP, the Parties’ signature is not mandatory for the conclusion of an employment contract, as correctly established in the Appealed Decision (para. 59; see also CAS 2020/A/6914, para. 154; CAS 2023/A/10069, para. 127; CAS 2025/A/11496).

*(iii) Substantive requirements for the conclusion of an employment contract*

114. The next question is whether the Player and the Club fulfilled the substantive requirements for the conclusion of a valid employment contract for the 2024-25 season. The Appealed Decision found that the Player fell short of proving that she had accepted the contract offer(s) submitted by the Club. In the DRC’s majority view, there was no proof that the Agent had transmitted the Player’s assumed agreement with the proposed contractual terms to the Club.
115. Because the FIFA regulations do not provide any rules on the formation of an employment contract, this issue is – once again – governed by Swiss law. Articles 1 and 2 of the SCO provide the following substantive requirements for the conclusion of a contract:

Article 1:

“(1) *The conclusion of a contract requires a mutual expression of intent by the parties.*

(2) *The expression of intent may be express or implied.*”

Article 2:

- “(1) *Where the parties have agreed on all the essential terms, it is presumed that the contract will be binding notwithstanding any reservation on secondary terms.*
- (2) *In the event of failure to reach agreement on such secondary terms, the court must determine them with due regard to the nature of the transaction.*”

116. The Panel’s task is, therefore, to establish whether or not the Parties (i) had a “*mutual expression of intent*”, either expressly or impliedly, with respect to (ii) the “*essential terms*” (the *essentialia negotii*) of an employment contract.
117. In addressing these questions, the Panel will first summarize the history of the Parties’ interactions from May 2024 until the Player’s disclosure of her pregnancy on 18 July 2024, which (following the Parties’ written submissions and the hearing) is largely undisputed. Following such summary, the Panel will assess whether these interactions resulted in a valid and binding contract within the meaning of Articles 1 and 2 of the SCO.
118. As a preliminary matter, the Panel notes that the interactions between the Parties are largely reflected in voluminous WhatsApp correspondence between different persons (including the Player and the Agent). Records of these messages have been produced as evidence in these appeal proceedings. The Panel further notes that neither party has challenged the authenticity of these WhatsApp records. While taking note of the Parties’ different interpretation of, and legal conclusions drawn from, the exchanged messages, the Panel is prepared to accept that these messages reflect contemporaneous evidence for the communication between relevant persons regarding the questions at stake in this dispute. This is particularly important in view of the fact that the Agent was not available as a witness in these proceedings.
119. Bearing these principal considerations in mind, the Panel now summarizes the relevant events on which its finding is based as follows:
120. It is undisputed, and has in fact been expressly acknowledged during the hearing by both Mr Pinzani and Ms Foti, that the Club had a desire to renew the contract with the Player for the 2024-25 season. The Panel understands that the Player had a significant role in the Club’s successful 2023-24 season, which resulted in the Club’s promotion to the first league, the *Serie A Femminile*. The Club’s desire to re-sign the Player was first communicated to her on 28 May 2024, through the Sports Secretary Assistant’s WhatsApp message quoted above at para. 8.
121. The Panel further takes note that, on 25 June 2024, after a meeting between, *inter alia*, Mr Pinzani and the Agent, the Agent and the Player discussed the commercial terms of a first offer, which the Agent had received orally during the meeting (see WhatsApp messages between the two quoted above at para. 13). The Player requested the Agent to ask for some additional benefits (*i.e.* the inclusion in the contract of the costs for the flight tickets, housing before the start of the training camp and a guarantee that the club would be responsible for the payment of the Agent’s fee) and stated that, if these benefits were to be granted, she could “*think about signing*”, but that she needed “*some days to think*”.

In the following three days, the Player inquired about the status of the Agent's discussions with the Club (see WhatsApp messages between the Player and the Agent of 26 to 28 June 2024, quoted above at para. 13), and the Agent eventually confirmed that the Club was willing to accept the additional benefits requested by the Player, and that it would "*send documents*". The Player instructed the Agent to read them and "*see how they did*" so that "*i know before i would sign*" [sic].

122. Following the described perusal between the Agent and the Player, it is undisputed that the First Draft Contract was sent by the Club to the Agent on 9 July 2024, and that the Agent forwarded such draft to the Player on the following day. The Player requested an English translation of the draft, and – following the Agent's appeal that "*Lazio would have the paper signed as soon as we can*" – wrote that "[o]kay lets sign tomorrow then after we talk" (see WhatsApp messages between the Player and the Agent of 10 July 2024, quoted above at para. 15).
123. In the meantime, the Player was added by the Club's Team Manager, Mr Renga, to the Player WhatsApp Group for the 2024-25 season (see above at para. 17), and remained in touch with Mr Renga about the logistics of her travel and arrival in Rome for the new season. On 11 July 2024, the Player informed Mr Renga that she could book a flight with a scheduled arrival in Rome in the afternoon of 18 July 2024 at the earliest, and that she required a place "*to live before the training camp*", as well as a "*pick up from the airport*" (see WhatsApp messages between the Player and Mr Renga of 11 July 2024, quoted above at para. 18). On the following day, Mr Renga confirmed the airport pick-up and the driver's instruction to contact her after landing, as well as accommodation for her at a villa close to the Club's premises until departure to the training camp (see the same WhatsApp exchange).
124. The Player found out about her pregnancy on 12 July 2024 and immediately informed the Agent. As reflected in their WhatsApp correspondence between 15 and 17 July 2024, the Player and the Agent discussed intensely how to deal with this new situation (see above at paras. 20, 23). Finally, they agreed that they would await the Club's updated draft contract (with the correction of a spelling mistake in the Player's name) before disclosing the pregnancy.
125. The Club transmitted the Second Draft Contract to the Agent on 18 July 2024. As expressly stated by Ms Foti during the hearing, and confirmed by the Panel through its own comparison of both documents, the Second Draft Contract was identical to the First Draft Contract but for the correction of the spelling mistake in the Player's name, and the inclusion of the additional form for the Player's new registration with the FIGC, which had become necessary as a result of the expiry of the Player's previous registration on 10 July 2024.
126. Following further discussions between the Player and the Agent, still on 18 July 2024, the Agent informed the Club of the Player's pregnancy, through phone calls to Ms Foti and Mr Pinzani. The Agent also sent Mr Pinzani the medical certificate confirming the pregnancy on the same day. As a result of the witness examinations during the hearing, the Panel considers that it is undisputed that the Club was aware of the Player's pregnancy since 18 July 2024, and that the information that the Club had "*no knowledge*" of the

Player's pregnancy provided in its letter dated 6 August 2024 (see above at para. 36) was false. What is disputed, however, is the Agent's precise communications with the Club, more particularly whether or not the Agent communicated a withdrawal from the agreement due to the Player's undisputed inability to play professional football in the 2024-25 season.

127. The Parties vigorously disagree as to whether the described interactions had resulted in the formation of an employment contract or not. The Club's primary defense is that no agreement on the essential terms of the contract was found, that the Player never communicated her acceptance of the Club's offer(s) to the Club, and that the Player herself had a firm understanding that the formation of a valid employment contract required the signature of both Parties and the registration of the contract with the FIGC.
128. Based on the evidence before it, the Panel unanimously concludes that the Parties have entered into a binding employment contract before the disclosure of the Player's pregnancy:
129. First, there is no dispute that the Club made an offer to the Player for the conclusion of a new contract for the 2024-25 season, and stuck to such offer until it learnt of the Player's pregnancy. The Club had communicated a first offer to the Agent during the meeting on 25 June 2024. Upon the Player's request to include certain additional benefits (e.g. payment of her flight tickets), the Club formalized the offer which already included the benefits requested by the Player (as confirmed by Mr Pinzani during the hearing, where he stated that the offer transmitted following the 25 June 2024 meeting referred to a gross amount of EUR 64,000, which was meant to include the flight costs). The offer was reflected in the First Draft Contract, the essential terms of which are stipulated in Articles 1 and 2 of such draft. The Club never revoked this offer, but, in fact, confirmed it through the Second Draft Contract, which repeated the identical commercial terms.
130. Second, there is robust evidence that the Player was in agreement with the Club's offer enshrined in the First Draft Contract. As demonstrated by her written exchange with the Agent on 10 July 2024, the Player was prepared to sign the contract based upon the terms proposed in that draft ("*Okay, let's sign tomorrow then after the talk*"). Her acceptance is further indicated by the fact that the only request for a change which Ms Foti received from the Agent was the correction of the Appellant's first name (indicated in the First Draft Contract as "*Maja Eva Johann*", whereas the correct name later also reflected in the Second Draft Contract is "*Maja Eva Johanna*"). The Player did not discuss or request any further changes, but instead proceeded to plan her arrival in Rome together with the Club's Team Manager. She had already identified a flight to Rome, and the Club had already arranged her pick-up from the airport (together with another player) and accommodation until the beginning of the training camp.
131. Third, the Panel is comfortably satisfied that, contrary to the findings in the Appealed Decision, and contrary to the Club's submissions in these appeal proceedings, such acceptance was duly transmitted to and understood by the Club, which means that there was a "*mutual expression of intent*" (see Article 1 para. 1 of the SCO) by both Parties. While it is true that there is no direct evidence on file as to when and how the Agent communicated the Player's acceptance, the Panel finds sufficient circumstantial evidence

indicating that the Club had understood the Player's unconditional agreement to the offer transmitted through the First Draft Contract. During the hearing, Ms Foti confirmed that, in reaction to the First Draft Contract, she received a request from the Agent to correct a spelling mistake in the Player's name. Asked whether any further changes were addressed to her, she answered "no". Mr Pinzani, who is responsible for the commercial negotiations of players' contracts, also testified that he did not receive any change requests from the Player or the Agent after he had conclusively negotiated the terms of the contract with the Agent at the meeting of 25 June 2024. Most significantly, Mr Pinzani further confirmed that he principally considers an agreement with a player to be final once the commercial terms have been conclusively negotiated, unless Ms Foti reports any issues during the process of the finalization of the administrative paperwork, which she did not in the Player's case. Without knowing what exactly the Agent said or wrote to Ms Foti when he addressed the First Draft Contract, the fact that his feedback was limited to requesting the correction of a tiny spelling mistake indicates that the Player was in agreement with the First Draft Contract in all other respects. Evidently, at the occasion of notifying the Club of the spelling mistake, the Agent would have communicated further requests for changes had there been any. Congruously, Ms Foti would have informed Mr Pinzani accordingly. This conclusion is corroborated by the Player's simultaneous preparations for her travel to Rome in time for the medical examination (which was scheduled for 19 or 20 July 2024) and the training camp, which marked the beginning of the season. The "*mutual expression of intent*", which does not have to be express, but can be implied (see Article 1 para. 2 of the SCO), was then re-confirmed by the Club through the transmission of the Second Draft Contract on 18 July 2024. This draft was identical to the First Draft Contract but for the correction of the Player's name (and the additional registration form, the irrelevance of which will be explained further below).

132. Fourth, the Panel holds that the employment contract so concluded contained all *essentialia negotii* of an employment contract required by Articles 2 para. 1 and 319 para. 1 of the SCO. The preamble precisely identifies the Parties to the agreement, with the Club being defined as the "*Company*" and the Player as the "*professional footballer*". Article 1 provides that the contract shall be valid until 30 June 2025, and Article 2 stipulates that the Player's gross salary is EUR 64,000. While the Draft Contracts do not provide any due dates for the payment of salary, the payment schedule does not belong to the essential terms of an employment contract. In fact, Article 323 of the SCO exhaustively addresses the maturity and payment intervals for an employee's salary in case the parties' employment contract is silent on this issue. Finally, the Panel rejects the Respondent's argument that the Parties' agreement lacked an essential term because Article 2 of the Draft Contracts contains a blank in regard of the starting date, which was apparently to be filled out later (probably during the signing process). The Draft Contracts themselves, as well as the Parties' conduct, sufficiently evidence that the contract was to begin upon the Player's arrival in Rome, which the Parties had agreed would take place on 18 July 2024. A pick-up for the Player had been arranged for the evening of 18 July 2024, and Mr Renga, at 6:18 pm on that day, inquired: "*Have you landed already?*" (see above at para. 18). The Draft Contracts indicate that the contract is valid for the 2024-25 season. That no specific starting date has been implemented in these Draft Contracts is irrelevant in view of the circumstances which indicate when the Parties wanted to kick off their employment relationship. Once again, the Panel recalls that the Parties'

agreement on the essential terms of an employment contract does not have to be documented in any form, but that an (implied) mutual intent is sufficient to constitute a valid employment contract under Swiss law.

133. Fifth, the Panel rejects the Respondent's further argument that the Player herself did not feel bound by any agreement before signing, and thus had not legally accepted the contract. In this context, the Respondent refers to messages sent by the Player to teammates, in which she indicated – upon questions as to whether and when she would join the team – that she had not signed yet and did not know when she would arrive in Rome (see above at para. 21). The Respondent also refers to numerous messages from the Agent, who repeatedly informed the Player that she would only be “protected” if the contract was signed and registered with the FIGC.
134. The Panel finds that these messages have no relevant weight regarding the question of whether a contract has come into place or not. When the Player exchanged messages with [Teammate 1] on 16 July 2024, she already knew that she was pregnant and would not be able to render sporting services to the Club. At the same time, the Player wanted to keep her pregnancy confidential, as indicated repeatedly towards the Agent, see, e.g. her messages of 18 July 2024 (at 1:26 a.m.: “*i wish my pregnancy news will be handle in the club and not spread! Because my family etc is not informed yet!*” and at 12:14 p.m.: “*it should not be spread*”). This explains her reservation in sharing concrete information with [Teammate 1] upon the latter's questions as to when she would join the team. In fact, the Player seemed to have felt uncomfortable with her teammates' questions about her arrival, when her primary focus was to sort out the situation with the Club and to keep the pregnancy confidential. The pressure the Player must have felt in handling the situation, relying on an agent that did not provide proper legal information to her, while at the same time suffering from symptoms of early pregnancy (such as vomiting) is evidenced by the lengthy correspondence reflected in many messages exchanged between the Player and the Agent in the week between 15 and 21 July 2024.
135. The Agent's erroneous legal assessment of the situation, evidenced by his repeated appeals that the Player would need a signed and registered contract to enjoy financial protection (see, e.g., his message to the Player of 21 July 2024, at 16:15 p.m.: “*As I said, the contract is not signed and not registered. I've explained that unfortunately in this case it's not protected or covered by Federation. If it was signed and registered it was valid, it was protected. In this way it is not.*”) is equally irrelevant. The Player firmly believed that she had concluded a contract with the Club, as demonstrated, *inter alia*, by messages of 18 July 2024 (at 1:24 a.m.: “*And ask her how we should do with the contract because we both have agree already!*” [sic]) and 21 July 2024 (at 15:31 p.m.: “*So what happened with my contract now?*”). As explained above, such contract did not require the Parties' signatures, and such contract is not waived simply because the Agent provided wrong information to the Player.
136. Sixth, the Panel's view that neither the signing nor the registration of the contract is required for its legal validity, and that the Parties' (express or implied) agreement on the essential terms of an employment contract is sufficient to trigger the protective regime enshrined in Article 18quater para. 1 of the FIFA RSTP, is confirmed by the FIFA RSTP itself. There is in fact no indication within Article 18quater of the FIFA RSTP that the

specific protections provided on behalf of pregnant players are applicable only to contracts that are signed and/or registered with a federation. To the contrary, the headline of Article 18quater para. 1 of the FIFA RSTP (added in the June 2024 version of the FIFA RSTP) specifically refers to the “*validity of the employment contract*”.

137. Any narrower interpretation of Article 18quater of the FIFA RSTP, including one under which a pregnant player with a binding employment contract would be deprived of the benefits of the protections if she was not registered with a federation, would defy the purpose of FIFA’s pregnancy and family protection regime. In fact, professional football players who are or become pregnant are particularly vulnerable, considering that the pregnancy will have – sooner or later – a direct impact on the player’s ability to play professional football. It goes without saying that playing a physical contact sport such as football may pose substantial risks for an unborn baby, which makes it unbearable for a pregnant player to continue to train and play. At the same time, a player who cannot play, and must potentially be replaced, causes financial burdens for clubs. A club may feel tempted to withdraw from a contract under which it must pay salary without receiving the pregnant player’s sporting services. It is this particular imbalance between a pregnant player’s increased (physical and psychological) vulnerability and a club’s economic interests which calls for effective protections such as those implemented by FIFA in 2021 and beyond. Article 18quater of the FIFA RSTP must therefore be interpreted widely: Any player who concluded a valid employment contract under the applicable law (*in casu*, Articles 1, 2 and 319 of the SCO) shall enjoy its protections, irrespective of which further regulatory requirements a player must meet to be eligible for playing under the rules of a certain federation.
138. What is more, several CAS panels have already confirmed that the validity of an employment contract between a player and a club is not dependent on the specific formalities required at national level, such as the use of a particular standard form or the registration of the contract (see, e.g., CAS 2020/A/7443 & 7446; CAS 2013/A/3102).
139. In summary, the Panel concludes that the Parties have entered into a valid and binding employment contract before the disclosure of the Player’s pregnancy, at the very latest when the Club re-confirmed the mutual agreement between the Parties by sending the Second Draft Contract. Hence, Article 18quater of the FIFA RSTP is applicable in this case.

## **2. Did the Club unilaterally terminate the employment contract?**

140. The next question is whether the Club unilaterally terminated the contract as a result of the Player’s pregnancy.
141. While the Player bears the burden of proof to demonstrate a unilateral termination of the contract, the burden of proof shifts to the Club to show that any proven unilateral termination did not occur on account of the Player’s pregnancy (see Article 18quater para. 2 lit. a) of the FIFA RSTP).
142. The Club vigorously disputes that it terminated the contract. It argues that it was, in fact, the Player herself who withdrew from the contract after the discovery of the pregnancy,

as evidenced by her cancellation of the trip to Rome, and by the alleged information provided by the Agent to Mr Pinzani during a phone call on 18 July 2024. According to the Respondent, the Player's conduct demonstrates that she was no longer interested in maintaining any contractual employment relationship with the Club.

143. The Panel does not follow the Respondent's logic. At the outset, it notes that it would be rather unreasonable for a player to voluntarily end an employment relationship on account of a pregnancy, in view of the fact that such termination would result in the forfeiture of significant contractual rights, including the right for a continued payment of salary (see Article 18quater para. 4 of the FIFA RSTP). Therefore, it requires particularly solid evidence to show that a Player indeed elected to follow an economically unreasonable avenue such as the termination of the contract because of a pregnancy.
144. No such evidence has been submitted by the Respondent. The fact that the Player did not travel to Rome on the scheduled arrival date only indicates that the Player was unable to provide playing services due to her pregnancy and the resulting physical discomfort. The Panel is also not convinced that the Agent communicated the Player's alleged desire to terminate the contract to the Club. It recalls Mr Pinzani's testimony during the hearing about his phone call with the Agent after he had received the Player's pregnancy certificate. Mr Pinzani testified that the Agent told him that the Player's condition "*is incompatible with competitive sport*", but he did not say that the Agent mentioned a termination. The fact that the Agent said that "*we are telling you now because otherwise the Club would have to pay her for the whole year*" (see above at para. 71) again reflects the Agent's erroneous legal assessment of the situation, but does not amount to a contract termination.
145. What is more, any termination of the contract by the Agent would have ignored the Player's contrary instructions. On 18 July 2024 (1:24 a.m.), the Player instructed the Agent to call Ms Foti and tell her that it "[w]ill not be possible to come and practice in the common [sic] weeks! Because i vomitt [sic] and feeling bad every day!" A few hours later, she told the Agent that he "*can say that i maybe can visit in some month/s if i start feeling better!*" (see WhatsApp message of 18 July 2024 at 12:33 p.m.). Very clearly, the Player had no intention to terminate the contract. There is, however, no indication that the Agent would have acted against the Player's instructions. Based on the available evidence, the Panel is sufficiently satisfied that the only information the Agent provided to Mr Pinzani was the Player's inability to travel to Rome, and her inability to train and play.
146. Furthermore, the fact that the Player did not offer alternative services cannot be construed as a contract termination either. It is undisputed that the Player, through the Agent, transmitted a medical certificate to the Club, which informed of the Player's pregnancy, and which confirmed that the Player was "[u]nable to exercise due to nausea and fatigue". In this situation, Article 18quater para. 4 lit. b) of the FIFA RSTP provides that the onus is on the club, not on the player, to offer the player alternative employment services. The provision reads as follows:

*"Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing*

*sporting services, **the club shall offer the player the possibility to provide employment services in an alternative manner.** If she renders employment services in an alternative manner, or **if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract,** **the player shall be entitled to receive her full remuneration,** until such time that she utilises her maternity leave.”*

[emphasis added]

147. The underlined parts of Article 18quater para. 4 lit. b) of the FIFA RSTP have been first introduced in the June 2024 edition of the FIFA RSTP, following the decision of the DRC dated 19 May 2022 (FPSD-3626) in the case of *Sara Björk Gunnarsdóttir*. In that case, the DRC found the following in paras. 189, 190, still based on the old version of the FIFA RSTP that missed the clarifications underlined above:

*“At this point, bearing in mind the relationship between the employee and the employer, and the duty of care of the latter, the DRC strongly believed that the Respondent had the obligation to transparently clarify the consequences it deemed resulted from the Claimant’s departure, in particular, the financial impact on the Claimant’s salaries in case she chose not to provide alternate services.*

*In connection thereto, the DRC was of the opinion that **it follows from the above-mentioned duty of care that it is, in general, the Club, as the employer, which has the responsibility to offer an alternate employment to the Player.**”*

[emphasis added]

148. The Panel fully endorses this view, which is now reflected in Article 18quater para. 4 lit. b) of the FIFA RSTP, and wishes to highlight that the club’s duty of care mentioned in the decision stems from the special situation in which pregnant players find themselves, which is described above at para. 137.
149. Based on these considerations, the Panel finds that the Player did not terminate the contract. Rather, it was the Club who unilaterally terminated the contract by its negation of the validity of the agreement. By letter of 6 August 2024, the Club’s legal counsel informed the Player that “[n]o contract was therefore concluded”. This written denial of the existence of a binding contract must be treated equally to a termination of contract (CAS 2013/A/3221, para. 8.27 ff). Logically, a club which claims that it has not validly entered into a contract cannot “terminate” such contract, because a “termination” inherently requires that the terminating party accepts that a contract was initially in place. While the denial of the existence of a binding contract is not literally mentioned in Article 18quater para. 3 of the FIFA RSTP (which only refers to a contract that has been “terminated”), the situations are comparable, because in both scenarios – termination as well as denial of the existence of a contract – the Club refuses to accept the (continued) validity of a contract. Beyond the plain language of Article 18quater para. 3 of the FIFA RSTP, and following the Panel’s view that FIFA’s pregnancy and family protection regime must be interpreted widely, the Panel finds that the present situation is covered by Article 18quater para. 3 of the FIFA RSTP, whether directly or through an analogy.

150. Therefore, the Panel must now turn to the question whether the Club's denial of the existence of the contract was the result of the Player's pregnancy. The Panel recalls that a causal link between contract termination and a player's pregnancy is presumed by Article 18quater para. 2 lit. a) of the FIFA RSTP, and that it is the Club's burden to counter such presumption.
151. The Panel finds that the Club has failed to discharge its burden of proof that the denial of the existence of the contract was not caused by the pregnancy. In fact, the Club's high interest in retaining the Player's services for the 2024-25 season is undisputed and has been repeatedly confirmed, including by Mr Pinzani during the hearing. The Club started denying the validity of the contract precisely when it was informed of the Player's pregnancy. Under its duty of care, it would have been the Club's duty to reach out to the Player to discuss the situation, including, in particular, alternate services the Player could potentially render on behalf of the Club. The Club did not do so, but instead remained entirely silent and passive, until, in reply to a letter of the Player's legal representative, it informed the Player through formal correspondence of 6 August 2024 that "[n]o contract was therefore concluded". At the same time, it falsely pretended that it had no knowledge of the pregnancy. Such conduct can only be explained with the Club's lack of any (further) interest in the Player, following the disclosure of the pregnancy.
152. Hence, the Club's unilateral and illegitimate denial of the existence of the contract on account of the Player's pregnancy triggers the consequences of a unilateral termination addressed in Article 18quater para. 3 of the FIFA RSTP.
153. These consequences will be addressed in Section 3.

### **3. What is the quantum of the Player's compensation?**

154. The consequences of a unilateral termination of a player contract by a club as a result of a player's pregnancy are addressed in Article 18quater para. 3 of the FIFA RSTP (quoted above at para. 100).
155. According to sub-paragraph a) i., in case the player did not sign any new contract following the termination of her previous contract (as is the case here), the compensation shall be equal to the residual value of the contract that was prematurely terminated. The residual value of the contract entered into between the Player and the Club is EUR 64,000 (gross).
156. According to sub-paragraph a) iii., the Player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract. The Panel understands that this additional compensation qualifies as a specific form of penalty, because a contract termination triggered by a pregnancy is to be considered particularly egregious in view of the special situation in which a pregnant football player finds herself in. The Panel appreciates that FIFA apparently intends, by providing for such additional penalty, to suppress such egregious conduct and educate clubs to treat pregnant players fairly. Such legislative goal is to be fully endorsed.

157. Under the special circumstances of the present case, however, the Panel decides to abstain from any additional penalty, for the following reasons:
158. First, the Panel appreciates that the situation at hand was rather extraordinary, and does not represent the typical kind of case Article 18quater para. 2 RSTP has in mind. The Player's pregnancy was disclosed before the beginning of the season and even before the Player's arrival at the Club. The contract had neither been signed nor registered. The legal situation was complicated, as evidenced by the fact that even the DRC, an experienced expert body tasked with the assessment of contractual matters in football, denied the existence of a contract, without that the Respondent had even participated in these proceedings. Furthermore, the FIFA RSTP provisions on the protection of pregnancy and family are still rather new, and almost no case law exists on how these regulations work. Certainly, the role of the Agent and his erroneous legal assessment of the situation was not helpful either. Under these circumstances, the Club's wrong legal assessment of the situation at the time was excusable.
159. Second, the Panel notes that the Club already has to pay the maximum residual value (a full annual salary), without having received any services under the contract from the Player. In view of the fact that the Club's legal error was excusable, the Panel finds that it would be too harsh to burden the Club with an additional penalty beyond the payment of the full contractual value due without any consideration.
160. Third, the Panel appreciates that the Club did not *per se* act in bad faith, but merely followed what later turned out to be a wrong legal assessment of a complicated situation. In particular, the Club erroneously relied on the application of specific provisions of Italian law. The Panel had a positive impression of both Mr Pinzani and Ms Foti, who both testified openly and honestly. The Panel could not discover any special maliciousness on the Club's side and also appreciates that the Club acted fairly in the past towards an injured player.
161. Fourth, the Panel takes into account that throughout the negotiations of the contract and the subsequent events, there was never any direct contact between the Player and the Club. The Panel appreciates that under Article 18quater of the FIFA RSTP the Player had no obligation to offer alternative services. However, before seeking compensation, the Player could have inquired about the Club's position and whether it was willing to perform the employment contract. Once again, the role of the Agent and his erroneous legal assessment of the situation were not helpful in this regard.
162. As a result, the Panel would find it utterly unfair to burden the Club with an additional penalty. Therefore, and despite the fact that Article 18quater para. 3 iii. of the FIFA RSTP stipulates that the additional amount "shall" be paid, this obligation must yield the particular and quite extraordinary circumstances of the present case.
163. Therefore, the Panel finds that the Club shall pay the Player the amount of EUR 64,000 (gross) as the residual value of the contract, but no additional penalty. This amount carries interest of 5% p.a. as from the day after the termination of the contract. Insofar, the Panel relies on the Club's formal letter of 6 August 2024, in which it becomes unequivocally

clear that the Club – once and for all – denies the validity of the contract. Hence, interest shall apply as from 7 August 2024.

## **B. The Second Compensation Claim**

164. The Second Compensation Claim is based on the alleged disclosure of the confidential fact of the Player’s pregnancy within the Club beyond the two people who initially received the information from the Agent (*i.e.* Ms Foti and Mr Pinzani), and the (immaterial) damage consequently suffered by the Player, in the requested amount of EUR 32,000. The Appellant bases such claim on Article 49 (1) of the SCO, which provides that

*“[a]ny person whose personality rights are unlawfully infringed is entitled to a sum of money by way of satisfaction provided this is justified by the seriousness of the infringement and no other amends have been made.”*

165. As explained above, Swiss law applies subsidiarily to the FIFA Statutes and regulations in the present case. Moral damages may principally be awarded for a breach of a football employment contract under Swiss law, as established in detail in CAS 2015/A/3871 & 3882 (paras. 89 et seqq.). They are commonly understood as the damages sustained by an individual who has suffered personal harm as a result of conduct, acts, or omissions that severely damage the personality or reputation of the injured party, causing physical, mental, or psychological suffering (CAS 2015/A/3871 & 3882, para. 91, citing to CAS 2013/A/3260).

166. Article 49 (1) of the SCO requires an unlawful and serious infringement of personality rights (within the meaning of Article 28 of the Swiss Civil Code), which has been committed intentionally or negligently and cannot be remedied by other means.

167. It stands to reason that, the information that an employee is pregnant concerns the privacy of such person and its personality rights. Furthermore, as an employer seated in Italy, the Respondent is subject to the European General Data Protection Regulation (“GDPR”) and laws implementing this regulation, such as the Italian Personal Data Protection Code (“PDPC”). The PDPC holds a definition of “*sensitive data*”, which includes, *inter alia*, “*personal data disclosing health and sex life*”. As a matter of principle, such sensitive data may only be processed with the data subject’s express consent (Section 26 (1) PDPC).

168. The Club denies that it has disclosed the Player’s pregnancy to anyone beyond Ms Foti and Mr Pinzani. The Panel, however, finds that the record demonstrates the opposite. The Player’s WhatsApp exchange with the Club’s player [Teammate 1] on 21 July 2024 (see above at para. 29) shows that other players were aware of the pregnancy, and that they received the information from someone within the Club. [Teammate 1] specifically stated that “*Gianmarco*” (the Club’s Assistant Coach Gianmarco Fedeli) “*says you are pregnant*”, and that “*I feel so bad for you that Gianmarco had said [sic] it without you to want us to know*”. Whoever provided the Assistant Coach with the information of the pregnancy (and the Panel considers it likely that it was someone within the Club, as the

Player had an urgent interest to keep the information confidential), Mr Fedeli was not entitled to disclose the pregnancy to the Player's teammates.

169. In this context, the Panel considers it irrelevant whether or not the Agent (expressly) mentioned the Player's confidentiality request to Ms Foti and/ or Mr Pinzani. The general rule is that privacy data, which include sensitive medical data, may only be shared with the concerned person's express consent (see also Section 26 (1) PDPC, as well as Article 28 (2) Swiss Civil Code), and the Club does not submit that it was expressly authorized by the Player to share the information.
170. As result, the Panel finds that the Player's personality rights were violated by the Club. In view of the sensitivity of the disclosure of a pregnancy within the first days and weeks after its discovery, the Panel also finds that the violation was serious. It is common knowledge that pregnancies in their early weeks and months face an increased danger of miscarriage, which is why it is important to many women to keep a pregnancy confidential until the pregnancy is considered to be "safe", usually after the first 12 weeks. This was also the case with the Player, who had not even told her close family about the pregnancy at the time.
171. Regarding the quantum of the immaterial compensation, the Panel has wide discretion. Following the rationale adopted in CAS 2015/A/3871 & 3882, para. 141, the Panel finds that the contract value is an appropriate reference point for the calculation. It notes that in that case the Panel considered a rate of 7% to be reasonable and proportionate under the specific circumstances of that case. In the present matter, taking into account the specific characteristics, facts, and parties involved, the Panel considers it appropriate to determine the compensation by reference to one month's salary, which corresponds to one twelfth of the contractual value. While acknowledging that the disclosure of an early pregnancy is serious, the Panel appreciates, to the Club's benefit, that the information did not transpire to the public, but remained within the team. One twelfth of EUR 64,000 amounts to EUR 5,333 (gross), which the Panel awards the Player in moral damages.
172. This amount also carries interest at 5% *per annum*. The starting date for the interest is the day of the damaging event, which the Panel considers is the date on which [Teammate 1] wrote the Player that the team was informed of her pregnancy. This is the latest point at which it was clear that the pregnancy had been disclosed in breach of the required confidentiality. Hence, the Panel considers 21 July 2024 as the date on which the violation of the personality rights occurred (see the decision of the Swiss Federal Tribunal, ATF 130 III 591 § 4).

### **C. Summary**

173. Based on the above considerations, the Panel annuls the Appealed Decision.
174. It finds that the Player is entitled to receive compensation in the amount of EUR 64,000 gross (residual value of the contract), together with 5% interest *per annum* as from 7 August 2024, and EUR 5,333 gross (compensation for the illegal disclosure of her pregnancy), together with 5% interest *per annum* as from 21 July 2024.

**X. COSTS**

(...)

\*\*\*

## **ON THESE GROUNDS**

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

1. The appeal filed on 16 June 2025 by Ms Maja Göthberg against the decision by the Dispute Resolution Chamber of the FIFA Football Tribunal rendered on 24 March 2025, notified with grounds on 27 May 2025, is partially upheld.
2. The decision by the Dispute Resolution Chamber of the FIFA Football Tribunal rendered on 24 March 2025, notified with grounds on 27 May 2025, is set aside.
3. Lazio Women 2015 A R.L. is ordered to pay to Ms Maja Göthberg EUR 64,000 (sixty-four thousand Euros) (gross) as salary compensation, plus 5% interest p.a. from 7 August 2024.
4. Lazio Women 2015 A R.L. is ordered to pay to Ms Maja Göthberg EUR 5,333.00 (five thousand three hundred and thirty-three Euros) (gross) as compensation for the infringement of her personality rights, plus 5% interest p.a. from 21 July 2024.
5. (...).
6. (...).
7. Any other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 26 May 2026

## **THE COURT OF ARBITRATION FOR SPORT**

Annett Rombach  
President of the Panel

An Vermeersch  
Arbitrator

Omar Ongaro  
Arbitrator