



TAS / CAS

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

CAS 2025/A/11287 Anthony Nnaduzor Nwakaeme v. Al Fayha Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Patrick Lafranchi, Attorney-at-Law, Bern, Switzerland

in the arbitration between

Anthony Nnaduzor Nwakaeme, Nigeria

Represented by Mr Alfonso León Lleó and Mr Gytis Račkauskas, Attorneys-at-Law, Ruiz-Huerta & Crespo Abogados, Valencia, Spain

- Appellant -

and

Al Fayha Club, Al Maymaah, Saudi Arabia

Represented by Mr Mohamed Rokbani, Attorney-at-Law, Global Sport Consulting, Monastir, Tunisia

- Respondent -

* * * * *

I. PARTIES

1. Mr Anthony Nnaduzor Nwakaeme (the “Appellant” or the “Player”) is a professional football player of Nigerian nationality.
2. Al Fayha Club (the “Respondent” or the “Club”) is a Saudi Arabian football club with its registered office in Al Maymaah, Saudi Arabia. The Club is registered with the Saudi Arabian Football Federation (the “SAFF”), which in turn is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
3. The Player and the Club are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

4. These proceedings revolve around an employment-related dispute between the Parties, as well as a commission allegedly due to be paid by the Club to the Player for the services of Mr Joe Briggs and Mr William D’Avila, football agents that allegedly acted for the Player in the negotiations of the Player’s employment contract with the Club.
5. Following a claim lodged by the Player against the Club, the Dispute Resolution Chamber of the FIFA Football Tribunal (the “FIFA DRC”) issued a decision on 16 January 2025 (the “Appealed Decision”), ordering the Club to pay to the Player USD 50,000 as outstanding remuneration, plus interest. The Player’s other claims were rejected.
6. In the present appeal arbitration proceedings before the Court of Arbitration for Sport (“CAS”), the Player is requesting, in addition to the amount already awarded by means of the Appealed Decision, that he is also awarded the following amounts that were rejected by the FIFA DRC:
 - USD 400,000 as a commission to be paid by the Club to the Player, or alternatively to Mr Briggs, or further in the alternative, to the Player as compensation for damages;
 - USD 42,352.33 as overdue default interest to be paid by the Club to the Player;
 - USD 70,000 as overdue collective bonuses to be paid by the Club to the Player.
7. The Club requests confirmation of the Appealed Decision and a dismissal of the appeal.

III. FACTUAL BACKGROUND

8. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings and at the hearing. This background information is given for the sole

purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background Facts

9. Since 11 August 2022, Mr D'Avila, one of the two football agents (together with Mr Briggs) that allegedly acted for the Player, and Mr Fatih Aljneibi, a football agent that acted on behalf of the Club in the negotiations concerning the conclusion of an employment contract between the Player and the Club (the "Club's Agent"), discussed the terms of a potential employment contract for the Player with the Club.
10. Since 18 August 2022, the Player and the Club's Agent, *inter alia*, discussed a draft employment contract received by the Player from the Club.
11. On 24 August 2022, the Player and the Club concluded an employment contract (the "Employment Contract") for a period of two seasons, valid as from 24 August 2022 until 30 June 2024. With respect to the question whether the Player or the Club were "*represented by an Intermediary in the negotiation of this Contract*", the Employment Contract includes the answer "*NO*". Furthermore, Clauses 11(1) and 15(5) of the Employment Contract respectively provide as follows:

"This Contract and the documents referred to herein constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player."

"If an intermediary is involved in the negotiation of a contract, he/she shall be named in that contract."
12. The Employment Contract was concluded without an express obligation of the Club to pay Mr Briggs, Mr D'Avila or anyone else on behalf of the Player. According to the Player, this only occurred because it was guaranteed to him by the Club that it would sign a contract with Mr Briggs and/or Mr D'Avila shortly after, which eventually did not happen.
13. On the same day, 24 August 2022, the Club and the Club's Agent concluded a contract entitled "*Representation and mediation agreement*" (the "*Representation and Mediation Agreement*") entitling the latter to a commission of USD 600,000, divided into two instalments respectively falling due upon signing the Employment Contract and on 1 September 2023.
14. According to the Player, negotiations took place and six different drafts of a contract with the title "*DEBT RECOGNITION*" were exchanged. In the various draft contracts, none of which was signed eventually, reference is made to different amounts of commissions (ranging from USD 100,000 to USD 400,000) to be paid by the Club to Mr Briggs and/or Mr D'Avila and/or to the Club's Agent. The draft contracts contain no indication to whom the amendments made are to be attributed.

15. On 27 August 2022, Mr Briggs, Mr D'Avila and the Player signed a tripartite agreement titled "*DISTRIBUTION AGREEMENT related to DEBT RECOGNITION*" (the "Distribution Agreement"). Pursuant to this Distribution Agreement, Mr Briggs committed himself to transferring an amount of USD 200,000 in two instalments to Mr D'Avila as soon as Mr Briggs would receive the amount of USD 400,000 that the Club had allegedly committed itself to paying him, which eventually did not happen.
16. On 5 October 2022, Mr Briggs and the Club's Director had a conversation on WhatsApp whereby it was indicated that the Club's President could meet with Mr Briggs in Dubai on "Saturday".
17. Although a meeting indeed took place between Mr Briggs and the Club's President in Dubai, no documents were signed and their testimonies as to the issues discussed and/or agreed upon differ.
18. On an unknown date, Mr Briggs wrote, *inter alia*, the following message to the Club's President on WhatsApp, to which the Club's President did not reply:

"Please kindly proceed with the remaining payments tomorrow. His signing fees and our commission as agreed. So, he can forward commissions to all of us."

19. On 30 May 2023, on behalf of the Player, counsel for the Player put the Club in default for "*the Player's salary from February 2023 onwards as well as flight tickets of up to USD 2,636 and the fees due to his Intermediaries in full*", demanding compliance by 14 June 2023.
20. On 6 December 2023, on behalf of the companies FKJ Sports Brokerage Company, Atlantic Sports SL Limited and the Player, counsel for the Player put the Club in default for an alleged lack of payment of an amount of USD 600,000 (without distinguishing which amount was allegedly due to which creditor), demanding compliance by 16 December 2023. Counsel for the Player also made reference to a default notice that had allegedly been sent to the Club on 1 October 2023 (no evidence of such default notice has been provided).
21. On 26 December 2023, the Club sent an email to counsel for the Player with the following content:

"To the attention of legal representative of the [Player].

With reference to your letter of 16 [sic] December 2023, we inform you that the club has paid to the player all his dues as follows:

- 1- *advance [sic] payment an amount of (500.000USD)*
- 2- *November salary an amount of (224.606USD)*
- 3- *Flights tickets allowance for 2023-24 season an amount of (25.000USD)*

In other hand, the club is surprised by the request made on behalf of an unknown intermediary company to claim an amount of 600.000 USD. In this regard we inform you that the club did not have any contractual relationship with the two companies that you mentioned and did never signed any agreement with any of them. Also the said companies did not participate in any step of negotiations with the club.”

22. On 29 December 2023, counsel for the Player sent the Club a letter, informing it as follows:

“SUBJECT:

Third reminder regarding the failure of the Saudi Arabian football club Al Fayha to comply with the monetary and other obligations deriving out of the representation and mediation agreement concluded with the agency FKJ Sports Brokerage Company and Atlantic Sports SL Limited in relation with the professional football player Anthony Nnaduzor Nwakeme as well as other obligations to the Player under the relevant employment contract concluded between the Parties.

WHEREAS:

A. The Intermediary and the Club had signed the relevant representation and mediation agreement as well as an Employment Contract between the Player and the Club in relation thereto, which have not been respected by your Club without any just cause.

B. On 1st October 2023 a letter of demand for payment was sent by the by our client [sic] but has been deceitfully neglected by your Club.

C. Whereas the total value of the debt towards the Intermediary from the Club amounts to Six hundred thousand US dollars (USD 600,000.000/-) in addition to the applicable interests over all delayed outstanding payables also in relation to the employment contract.

THEREFORE:

Our client’s previous default notice dated 1 October and 16th December 2023 have been neglected by your Club which owes to the Player the amount of USD 600,000/- meant to be remunerating the Player’s designated intermediary, together with 5% interests as per all belated payments he has been receiving since the entry into force of his employment contract.

You have claimed:

‘the club is surprised by the request made on behalf of an unknown intermediary company to claim an amount of

600.000 USD. In this regard we inform you that the club did not have any contractual relationship with the two companies that you mentioned and did never signed any agreement with any of them. Also the said companies did not participate in any step of negotiations with the club'

however you are well-aware of who is Mr. Joe Briggs as the Player's intermediary.

The Player underwent an MRI as a consequence of which the Club's designated doctor confirmed him he was not fit to play.

Strikingly, in what rather seems an egregious response from the Club to the Player's legitimate requests, your Club has tried to force the Player to train from the 29th of December to the 4th of January, while he had previously given leave due to the New Year's Eve and lack of ongoing matches for the Club until February, as it has been the case as well for all the other players of the A team.

Moreover, the Player had already paid his flight tickets for tonight as per the Club's instructions, and it is most deceitful that with barely 24 hours in advance he is suddenly forced to stay alone at the Club's premises.

Lastly, you have suddenly sent him alleged disciplinary regulations which are clearly invalid and inapplicable, which were strikingly sent to him for the first time ever one day after the Player's counsel and the Club's CEO had a meeting on the 11th of December 2023 during the SAFF Legal Conference in Jeddah where the Club was reiterated the breaches that were being committed by it against the Player.

All the above seems rather at an orchestrated attempt from your side to put pressure upon the Player, which clearly shall be considered egregious circumstances.

To make matters worse, your Club has cancelled the Player's exit VISA and he is now at the airport without being allowed to exit the country, which we are herewith immediately reporting to FIFPro as it is an utmost breach of the most fundamental rights of any football player.

We urge you to remedy this within the following 24 hours at most.

On the other hand, with regards to his outstanding payables, this is our final reminder for your Club to immediately cease from its deceitful conduct and fulfil any and all of its other obligations towards our Client within a non-extendable deadline of 10 days, i.e. on/or before the 8th of January 2024 at the latest or we will seek redress before FIFA under article 12 BIS.

Moreover, the Player will be more than glad to return to the Club's premises as he was previously authorized (just like the rest of the A team), i.e. by the 12th of January 2024." (emphasis in original)

23. On 31 December 2023, the Club informed counsel for the Player as follows:

"Dear Sirs, We acknowledge receipt of your letter dated 29 december 2023 and we are very surprised by its false and erroneous facts that you alleged.

First of all, the club requests you to provide us with a duly signed power of attorney on behalf of the two companies and with the alleged agreement signed between them and the club.

According to your letter, we understand that Mr. Joe Briggs acted as the Player's intermediary. That person never acted as a club agent and did not deserve any payment from the club.

As you mentioned in your letter, the player underwent an MRI as a consequence of which the Club's designated doctor confirmed him was not fit to play, for that reason and in line with the doctor's instructions, the club has sent to the player on 28 December 2023 the treatment program that the player should follow to be fully recovered from his injury.

And Contrary to what you alleged, the player did not inform the club that he will leave Saudi Arabia and did not answer to the letter sent to him regarding the medical program fixed by the medical staff of the club.

We remind you that as the player's obligation, the latter should follow the instruction of the Medical staff in order to be fully recovered to provide his service to the club according to the employment contract.

Unfortunately, the player suddenly decided to leave Saudi Arabia without informing the club and without permitting the club to assist his leave. However, as soon as we'd been notified, the player was assisted by the club and he left Saudi Arabia and the club did not cancel any exit permit of the player.

In addition, and contrary to what you alleged, the disciplinary regulations was sent to the player from 12-12-2023 and it's just a reminder email of the disciplinary regulations that the club re-sent to all professional players of the club and not only to your client. The player has before received the said regulations since the date of signing of his contract and in many other times before.

Also, we are surprised by your false allegations and we denied that any meeting was held between the Player's counsel and the Club's CEO with the subject of the player.

Regarding the player arrears, the club has fully complied with its financial obligations toward the player and we have already sent to you the proof of payment since 26 December 2023.

Finally, we urge the player to respect his contract and his obligations according to article 7 of the contract and should be present in the treatment program already sent to him. Otherwise, the club will be obliged to apply the legal measures according to the disciplinary regulations.”

24. Also on 31 December 2023, the Club’s Agent informed the Club as follows:

“To the kind attention of [Club] management With reference to the several emails received by you from the lawyer/ Mr. Alfonso Leon Lleo from the company of Ruiz Huerta & Crespo Sports Lawyers, I acknowledge and confirmed that there is no relation between me and this lawyer and company or any of its representatives to speak and claim on behalf of me regarding my outstanding payments with your club in resulted [sic] from the intermediation agreement signed with your respective club in relation to the transfer of the [Player]. And to announce that there are no affects [sic] for any claim come to you in this regard except that it has been sent by me from the emails: fathi.84@hotmail. And this letter has been written to take care and to avoid any invalid claim or notifications in that regard.”

25. On 7 June 2024, counsel for the Player informed the Club as follows:

“Regrettably, in addition to the commission at hand which has not been satisfied by your Club our client is owed other interests and financial entitlements from your end.

If you do not remedy all the above within 10 days we will seek redress before the FIFA judicial bodies under article 12 BIS.”

26. On 13 June 2024, the Club informed counsel for the Player as follows:

“Dear Sirs, with reference to your letter of undated and received by the club on 07/06/2024, we inform you that the club already proceeded for the payment of the salary of May 2024.

Accordingly, the player did not have any unpaid amounts and has already received all his dues.

In other hand, regarding the alleged agent, we refer you to our answer to this subject sent to you on 29/12/2023 and we ask you to cease to send any another request regarding this matter. Otherwise, the club will be obliged to take any additional procedure against to [sic] the agent for and providing incorrect and erroneous information.”

B. Proceedings before the Dispute Resolution Chamber of the FIFA Football Tribunal

27. On 28 August 2024, the Player filed a claim against the Club before the FIFA DRC, arguing that he was entitled to receive the amount of USD 762,352.33 from the Club, comprised of the following amounts:

- USD 600,000 as overdue commission;
- USD 42,352.33 as interest on late payments;
- USD 70,000 as collective bonus; and
- USD 50,000 as bonus for achieving more than 10 goals and assists in the 2023/24 season.

28. The Club rejected the Player's claims by means of a reasoned submission.

29. On 16 January 2025, the FIFA DRC issued the Appealed Decision, the operative part of which provides as follows:

- “1. The claim of the [Player] is partially accepted.*
- 2. The [Club] must pay to the [Player] the following amount:*
 - USD 50,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment.*
- 3. Any further claims of the [Player] are rejected.*
- 4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
- 5. Pursuant to art. 24 of the [FIFA Regulations on the Status and Transfer of Players – the “FIFA RSTP”], if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
 - 1. The [Club] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be up to three entire and consecutive registration periods.*
 - 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
- 6. The consequences shall only be enforced at the request of the [Player] in accordance with art. 24 par. 7 and 8 and art. 25 [FIFA RSTP].*

7. *This decision is rendered without costs.*” (emphasis omitted)

30. On 3 March 2025, the grounds of the Appealed Decision were communicated to the Parties, providing, *inter alia*, as follows:

“(i) Agent’s commission

- *The Chamber observed that the Player claimed an amount allegedly owed to the Agent.*
- *In respect of the above, the Chamber deemed it appropriate to underline that, as a general rule, a party has standing to sue if it has in fact suffered any harm of his/her legal rights, deriving from a specific and traceable conduct of the contractual counterparty, and which can be claimed through and redressed by a favourable legal decision.*
- *In this respect, the Chamber focused on the evidence submitted by the Player and noted that he has not demonstrated a direct legal entitlement to claim the Agent’s commission. In particular, the Chamber emphasized that the amounts in question, as asserted by the Player, were not contractually owed to him but, if applicable, to the Agent.*
- *The Chamber highlighted that the Player has not substantiated how he has personally suffered a legally relevant harm or how his rights have been directly affected by the alleged non-payment.*
- *Based on the foregoing, the Chamber concluded that the Player has no standing to sue the Agent’s commission. Therefore, the Chamber decided to reject this request.*

“(ii) Interest on late salary payments

- *In continuation, the Chamber analysed the interest claimed by the Player and noted that it is undisputed that the Club had complied with its financial obligations concerning the fixed salary agreed in the [Employment Contract].*
- *In this respect, the Chamber observed that the Player sought interest for alleged late salary payments covering the entire duration of the [Employment Contract], from August 2022 to June 2024.*
- *The Chamber noted that, in support of this request, the Player submitted paragraph 42 of the Claim along with Annex no. 4, which contained solely an interest accrual calculation based on the alleged overdue days. However, the Chamber observed that the Player did not provide proof of payment or receipts to determine whether the*

referenced amounts were paid late and, if so, the corresponding overdue days.

- *Furthermore, the Chamber remarked that the Player failed to provide any payment request addressed to the Club during the two years in which the alleged late payments occurred. In particular, the Chamber observed that the Player had not included these salaries in the two default notices he had previously sent to the Club, which solely referred [sic] to the commission allegedly owed to the Agent.*
- *In light of the above, the Chamber determined that the evidence on file does not sufficiently demonstrates [sic] that the amounts had been paid late. Consequently, the Chamber decided to reject this request.*

(iii) Collective bonus

- *The Chamber then proceed [sic] to analyse the Player's claim for collective bonus and noted that no contractual basis had been established or proven by the Player. In this regard, the Chamber observed the Player only submitted a witness statement dated 26 May 2024, signed by some coaches and players formerly employed by the Club.*
- *Additionally, the Chamber remarked that the Player did not provide a breakdown or evidence of each sporting result that allegedly merited a bonus payment to the players and/or coaching staff in accordance with the witness statement. The Player also failed to submit any written agreement, memorandum, internal regulation, or communication in which the Club confirmed the amount of the bonus per match.*
- *Moreover, the Chamber observed that these bonuses were never requested in the two default notices sent by the Player.*
- *Given the above, the Chamber determined that, based on the evidence on file, the Player had not met his burden of proving the existence of a binding contractual agreement under which the Club had committed to paying the claimed amounts. Consequently, the Chamber decided to reject this request.*

(iv) Individual bonus

- *Lastly, the Chamber analysed the Player's claim for an individual bonus, noting that he alleged to have met the conditions set forth in clause 5.3 of the [Employment Contract], while the Club had failed to make the corresponding payment.*

- *The Chamber observed that the Player had submitted a link to his profile in ‘Transfermarkt’ as evidence, which reflected that he had scored six goals and provided five assists during the 2023/24 season with the Club.*
- *Upon analysing the wording of clause 5.3 of the [Employment Contract], which states, ‘If he participates in 10 to 14 goals per season in total (goals and/or assists),’ the Chamber noted that the condition is fulfilled whenever the Player achieves a total of more than 10 goals and/or assists combined in a season.*
- *Consequently, given that there is sufficient proof that the bonus was accrued, the Chamber decided to accept this request.*
- *Having stated the above, the Chamber observed that the financial obligations deemed as outstanding in the present case correspond to one conditional payment established in the [Employment Contract] under clause 5.3.*
- *As a consequence, and in accordance with the general legal principle of pacta sunt servanda, the Chamber decided that the Club is liable to pay to the Player the amount claimed as outstanding under the [Employment Contract], in total USD 50,000, as detailed above.*
- *In addition, taking into consideration the Player’s request as well as the constant practice of the Chamber in this regard, the latter decided to award the Player interest at the rate of 5% p.a. on the outstanding amounts as from 1 July 2024 until the date of effective payment.*
- *[...]”*

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

31. On 24 March 2025, the Player filed a Statement of Appeal with CAS in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-related Arbitration (the “CAS Code”), challenging the Appealed Decision. In this submission, the Player named the Club as the sole respondent and requested that the matter be referred to a sole arbitrator.
32. On 1 April 2025, the Club consented to the appointment of a sole arbitrator.
33. On 7 April 2025, FIFA renounced its right to request its possible intervention in the present arbitration proceedings pursuant to Articles R52.2 and R41.3 CAS Code.
34. On 16 May 2025, the Player filed his Appeal Brief, in accordance with Article R51 CAS Code. In his Appeal Brief, the Player filed the following evidentiary requests:

“First, the Appellant herein requests the CAS to order the FIFA to produce a copy of the complete FIFA DRC cases, having dealt with issues analysed in these proceedings and therefore including evidence required to establish material truth in this case (the non-payment of the same collective bonuses for the players and coaches of the Club):

- (i) The complete FIFA DRC case file: Club Al Fayha Club, Saudi Arabia / Coach Vuk Rasovic, Serbia; Ref. No. FPSD-15179 (Decision Annex No. 28);*
- (ii) The complete FIFA DRC case file: Club Al Fayha Club, Saudi Arabia / Coach Ljubisa Rankovic; Serbia Ref. No. FPSD-15224 (Decision Annex No. 29); and*
- (iii) The complete FIFA DRC case file: Club Al Fayha Club, Saudi Arabia / Coach Rudolf Marcic; Serbia Ref. No. FPSD-15227 (Decision Annex No. 30).*

Second, the Appellant shall herein request the Honourable Panel to order the Respondent Club to ensure the participation in the hearing of the following witnesses:

- (i) The Club’s intermediary Mr. Fathi Khalil;*
- (ii) The Director of Al Fayha Club Mr. Jasser [Surname currently unknown to the Appellant];*
- (iii) The President / CEO of Al Fayha Club Mr. Abdulrhman Ibrahim ALahaideb.*

The testimony of the Club’s intermediary, the Director of Al Fayha Club and the President of Al Fayha shall be important to establish the facts surrounding the conclusion of the Player’s transfer to the Respondent and the obligations imposed on the Club.

Third, the Appellant shall herein inform the Honourable Panel, that he intends to call the following witnesses to the hearing to testify in current proceedings on the circumstances having given birth to current dispute (including, but not limited to: [...])

As a matter of procedural precaution, in case any of the related persons are not available to the hearing, the Appellant would like to request in advance to be reserved the right to present their written testimonies (in addition to Annex No. 24) in the later stage.

Fourth, the signatory to this appeal brief Mr. Alfonso León Lleó shall also be available to provide the testimony of the facts surrounding the current dispute, as he was a direct witness to the negotiations of the [Player’s]

transfer to [the Club] in August 2022 (Witness statement attached as Annex No. 31).

Finally, the Appellant shall also declare that he maintains his Request for production of evidence filed by means of the communication of 15 May 2025 (Annex No. 32).

35. Annex no. 32 to the Appeal Brief is a document entitled “*Request for the production of evidence and the suspension of the time limit to file the Appeal Brief*” by means of which the Player applied for the following relief:

“(i) *to order the [Club] to produce:*

- a) *all written communication (in any form) between [the Club] and the [Club’s Agent] (and / or his company FG Sports Mediation Corporation), by means of which they negotiated the terms Representation and mediation agreement, dated 24 August 2022; and*
- b) *the proof of any and all the payments made by [the Club] to the [Club’s Agent] (and / or his company FG Sports Mediation Corporation), in accordance with the Representation and mediation agreement, dated 24 August 2022*

(ii) *to suspend the time limit to submit the Appeal Brief in Arbitration CAS 2025/A/11287 until either:*

- a) *all documents specified in this evidentiary request are fully disclosed by the [Club], following the respective Order by the CAS, by means of which the evidentiary request is confirmed; or*
- b) *the CAS issues any other Order in relation to the evidentiary request of the Player.”*

36. On 19 May 2025, the CAS Court Office acknowledged receipt of the Appeal Brief and, *inter alia*, invited the Club to comment on the Player’s evidentiary requests.

37. On 16 July 2025, the Club filed its Answer in accordance with Article R55 CAS Code, but it did not address the Player’s evidentiary requests.

38. On 17 July 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the arbitral tribunal appointed to hear the appeal was constituted as follows:

Sole Arbitrator: Mr Patrick Lafranchi, Attorney-at-Law in Bern, Switzerland

39. On 24 July 2025, upon being invited to express his views in this respect by the CAS Court Office, the Player indicated that he considered it necessary for a hearing to be held. The Player further applied for the following relief:

“1. To order the [Club] to produce:

- a) full communication between [the Club’s Agent] and Mr. William D’Avila (including but not limited all the communication having appeared after 22 August 2025);*
- b) all written communication (in any form) between [the Club] and [the Club’s Agent] (and / or his company FG Sports Mediation Corporation) as well as all whatsapps exchanged between [the Club’s] director, Mr. Jasser Al Jasser and Mr. Alfonso León Lleó, by means of which they negotiated the terms Representation and mediation agreement, dated 24 August 2022; and*
- c) the proof of any and all payments made by [the Club] to [the Club’s Agent] (and / or his company FG Sports Mediation Corporation), in accordance with the Representation and mediation agreement, dated 24 August 2022 (or any other later payments).” (emphasis in original)*

40. On 25 July 2025, upon being invited to express its views in this respect by the CAS Court Office, the Club indicated that it would be *“represented at the hearing by its legal counsels”*. Furthermore, the Club objected to all the Player’s evidentiary requests.

41. On 15 September 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing. With respect to the Player’s evidentiary requests, the Parties were informed as follows:

“Request for disclosure of documents

The Sole Arbitrator has duly noted the Appellant’s requests for disclosure in the Appeal Brief (para. 131) and in Exhibit 32 thereof, and decides as follows:

- a) The request for disclosure of three FIFA DRC case files concerning disputes between other former employees of the Respondent and the Respondent is denied.*
- b) The request for disclosure of all written communications referred to in Exhibit 32 (i)(a) is denied.*
- c) The request for disclosure of ‘the proof of any and all payments made by [the Club] to [the Club’s Agent] (and/or his company FG Sports*

Mediation Corporation) in accordance with the Representation and Mediation Agreement, dated 24 August 2022' is granted.

*The Respondent is granted a deadline **of 10 days** from receipt of this letter by email to produce such documents.*

The reasons for these decisions will be set out in the Arbitral Award.

Request to hear witnesses

The Sole Arbitrator has duly noted the Appellant's request to issue an order to ensure the availability of certain witnesses under the Respondent's sphere of control ([the Club's Agent], Mr Jasser Al Jasser, and Mr Abdulrhman Ibrahim Alahaideb).

While the Respondent is invited to facilitate the attendance of these persons, an order to compel the appearance of such witnesses is not appropriate and, therefore, the Appellant's request is dismissed.

That said, the Parties are informed that the Sole Arbitrator may draw adverse inferences should individuals with potentially relevant factual knowledge not be made available for testimony by the Respondent.

Furthermore, the Sole Arbitrator notes that the Appellant intends to call nine witnesses, but has failed to provide sufficient details as to their intended testimony, beyond vague and general descriptions, contrary to the requirements of Article R51 of the Code.

*Accordingly, the Appellant is granted **10 days** to either (i) provide witness statements, or (ii) submit a detailed description of the expected testimony of each witness, insofar as it exceeds the scope of Exhibits 24 and 31 to the Appeal Brief.*

The Appellant is further informed that, barring exceptional circumstances, witness statements or descriptions filed after this deadline will be considered inadmissible." (emphasis in original)

42. On 17 September 2025, the Club informed the CAS Court that two amendments to the Representation and Mediation Agreement had been concluded on 31 July 2024 and on 12 August 2025, by means of which the Club's payment obligations had been partially deferred. The Club indicated that, to date, the Club's Agent had received a total amount of USD 300,000 (or Saudi Riyal 1,124,750) in three separate instalments as detailed below, and that the Club's Agent was still entitled to an amount of USD 300,000, to be settled in monthly instalments of USD 50,000 starting from September 2025:

- Saudi Riyal 487,500 on 10 August 2024;
- Saudi Riyal 450,000 on 24 January 2025; and

- Saudi Riyal 187,250 on 14 July 2025.
43. On 29 September 2025, the Player provided the CAS Court Office with witness statements of i) Mr D’Avila; ii) Mr Briggs; iii) Mr Rasovic, the Club’s Head Coach; iv) Mr Rankovic, the Club’s Assistant Coach; and v) Mr Marcic, the Club’s Second Assistant Coach. The Player further indicated that the expected testimony of i) Mr Tepedino, Club’s Goalkeeper Coach; ii) Mr Popovic, the Club’s Fitness Coach; and iii) Mr Ricardo Ryller, “*shall in essence correspond to the same circumstances surrounding the non-payment of the promised bonuses, which are referred in the witness statements of the Club’s former Head Coach and the Assistant Coaches (Annexes No. 3-5 to these comments). For sake of procedural efficiency, they are not repeated separately in these comments*”.
44. On 20 October 2025, the Player returned a duly signed copy of the Order of Procedure to the CAS Court Office, provided to him on 14 October 2024. The Player informed the CAS Court Office that Mr Ryller was expected to be unavailable on the date of the hearing. The Player requested Mr Ryller to be replaced by Mr Victor Ruiz Abril, another former player of the Club. The Player provided the CAS Court Office with a witness statement of Mr Ruiz Abril.
45. On 6 November 2025, the CAS Court Office, *inter alia*, informed the Parties as follows:
- “[...] [T]he Sole Arbitrator has decided to **admit** Mr. León’s testimony during the hearing. The Parties are also advised that the Sole Arbitrator may take into account the fact that Mr. León is the Appellant’s Counsel when weighing the evidence given by him. The full reasons for the Sole Arbitrator’s decision shall be communicated in the final award.” (emphasis in original)
46. On 12 November 2025, the Club returned a duly signed copy of the Order of Procedure to the CAS Court Office, provided to it on 14 October 2024. Furthermore, the Club objected to the Player’s request for Mr Ryller to be replaced by Mr Ruiz Abril as a witness.
47. On 20 November 2025, on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties as follows:
- “The appellant’s request to record [...] the new witness statement of Mr Ruiz Abril (filed by [...] Appellant’s letter dated 20 October 2025) is dismissed. The Appellant was invited to file witness statements, which it did on 29 September 2025. Thereby, the Player indicated that, *inter alia*, the testimony of Mr Ryller ‘shall in essence correspond to the same circumstances surrounding the non-payment of the promised bonuses, which are referred in the witness statements of the Club’s former Head Coach and the Assistant Coaches’. The scope of the witness statement of Mr Ruiz Abril appears to go further than this. By CAS Court Office letter dated 15 September 2025, it was indicated that, barring exceptional circumstances, witness statements or descriptions filed after

this deadline will be considered inadmissible. The Sole Arbitrator has no reason to consider an exceptional circumstance, especially since the Respondent does not assert any such circumstance.

Mr Ruiz Abril is admitted as a witness. However, the scope of his testimony must be limited to the topics covered by Mr Ryller.

The parties are requested to propose a jointly prepared hearing schedule for the hearing by 26 November 2025.” (emphasis omitted)

48. On 1 December 2025, the Player filed new evidence, invoking exceptional circumstances. More specifically, counsel for the Player claimed that he could not access historic WhatsApp conversations because he had changed his phone, but that he had now been able to retrieve said communication with Mr Al-Jasser, the Club’s Agent and Mr Briggs.
49. On 2 December 2025, the Club objected to the new evidence filed by the Player.
50. On 3 December 2025, a hearing was held at the CAS Court Office in Lausanne, Switzerland. At the outset of the hearing, both Parties confirmed that they had no objection to the constitution and composition of the arbitral tribunal.
51. In addition to the Sole Arbitrator and Ms Lia Yokomizo, Counsel to the CAS, the following persons attended the hearing:
 - a) For the Player:
 - 1) Mr Anthony Nnaduzor Nwakaeme, the Player;
 - 2) Mr Alfonso León Lleó, Counsel;
 - 3) Mr Gytis Račkauskas, Counsel;
 - 4) Mr Tomás Rey Delisante, Co-counsel;
 - 5) Ms Guillermo Jiménez Quirós, Co-counsel.
 - b) For the Club:
 - 1) Mr Mohamed Rokbani, Counsel;
 - 2) Mr Wahid Ben Ammar, Co-counsel;
 - 3) Mr Ahmed Mostafa, Interpreter.
52. The following persons were heard, in the following order of appearance:
 - 1) Mr Anthony Nnaduzor Nwakaeme, the Player;
 - 2) Mr Alfonso León Lleó, Counsel for the Player, witness called by the Player;
 - 3) Mr William D’Avila, Agent of the Player, witness called by the Player;
 - 4) Mr Joe Briggs, Agent of the Player, witness called by the Player;
 - 5) Mr Jasser Al-Jasser, the Club’s Director, witness called by the Club;
 - 6) Mr Fathi Khalil, the Club’s Agent, witness called by the Club;

- 7) Mr Victor Ruiz Abril, a former player of the Club, witness called by the Player;
 - 8) Mr Vuk Rašović, the Club's former Head Coach, witness called by the Player;
 - 9) Mr Ljubiša Ranković, the Club's former Assistant Coach, witness called by the Player;
 - 10) Mr Rudolf Marčić, the Club's former Second Assistant Coach, witness called by the Player;
 - 11) Mr Fabio Muchinel Tepedino, the Club's former Goalkeeper Coach, witness called by the Player;
 - 12) Mr Vladan Popović, the Club's former Fitness Coach, witness called by the Player.
53. All witnesses were invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties had full opportunity to examine and cross-examine the witnesses.
54. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.
55. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.
56. On 3 December 2025, as discussed at the end of the hearing and on behalf of the Sole Arbitrator, the CAS Court Office granted the Parties a time limit to *“submit any further evidentiary requests they might have in connection with the WhatsApp conversations mentioned at the end of today's hearing, after which it will be for the Sole Arbitrator to decide on such requests”*.
57. On 11 December 2025, the CAS Court Office reminded the Parties that, any matters raised by the Parties that would extrapolate the limits set forth in the CAS Court Office letter dated 3 December 2025 would be disregarded by the Sole Arbitrator.
58. On 15 December 2025, the Player requested the Sole Arbitrator as follows:
- “(i) to order the Respondent to produce: ‘All whatsapps exchanged between Al Fayha Club's director, Mr. Jasser Al Jasser and Mr. Alfonso León Lleó, by means of which they negotiated the terms of the Representation and mediation agreement’; and*
 - (ii) to add ‘the WhatsApp communication between Al Fayha Club's director, Mr. Jasser Al Jasser and Mr. Alfonso León Lleó’ on the case file, as this evidence became available to the Appellant only short time before the hearing (which is, inter alia, confirmed by the evidence supporting this request).*

[...]

In our view, clearly contradictory testimony of Mr Jasser Al Jasser during the hearing shall confirm the existence of the exceptional circumstances that require the supplementary evidence to be provided to the case file [...].

[...]

Secondly, we shall also request the Hon. Sole Arbitrator to add ‘the WhatsApp communication between the [Club’s Agent] and Mr. Alfonso León Lleó, by means of which they exchanged the terms of the tripartite agreement’ [...] on the case file; and subsidiarily order the Respondent to produce any additional communications between [the Club’s Agent] and Mr. Alfonso León Lleó, concerning the matter at stake, which is at their disposal.

[...]

Whereas [the Club’s Agent] acknowledges that he communicated directly with the President of the club in relation to the Player’s transfer, we shall herein request to add to the case file the WhatsApp communication, including voice note, between [the Club’s Agent] and Mr. Joe Briggs (referred in this testimony in the hearing), dated 13 November 2022 (i.e. after the conclusion of the Player’s employment contract and even after the meeting in Dubai), by means of which the President of the Club expressly promised Mr. Joe Briggs to make the agency payment.”

59. On 7 January 2026, the Club requested the Sole Arbitrator “*not to admit nor examine any unsolicited submissions or alleged evidence that go beyond the strictly limited subject matter of the honourable sole arbitrator’s instructions*”.

60. On 9 February 2026, the CAS Court Office informed the Parties as follows:

“On behalf of the Sole Arbitrator, and after considering the Parties’ positions. Please be informed that the Appellant’s documents are accepted into the file. The grounds for such decision will be communicated to the Parties in the final Award.

Finally, I inform the Parties that the evidentiary proceedings are now closed.”

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

61. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

62. The Player's submissions, in essence, may be summarised as follows:

Agency fee entitlement

- The current appeal firstly concerns the clear and unequivocal obligation undertaken by the Club to pay the commission of 10% of the Player's total remuneration under the Employment Contract to Mr Briggs on behalf of the Player (or alternatively to pay the agency fees directly to the Player to be subsequently distributed).
- At all relevant times, the Club was in direct communication with Mr Briggs and acknowledged his role in representing the Player. In its interaction with Mr Briggs, the Club confirmed the agency arrangement and explicitly assured Mr Briggs that the commission would be duly paid in accordance with the contractual arrangement.
- Despite the clear terms and the repeated reassurances from the Club, not only did the Club fail to provide Mr Briggs with a formal, signed agency agreement, it also failed to make any payment towards the commission.
- The FIFA DRC wrongly decided in the Appealed Decision that the failure to pay Mr Briggs' commission did not directly affect the Player.
- According to CAS and the Swiss Federal Tribunal's (the "SFT") jurisprudence, the standing to sue or to appeal belongs to any person putting forward a right of its own, namely an interest worthy of protection. In this case, the Player's claim concerns a substantive right of his own.
- As it was agreed between the Player, Mr Briggs and the Club that the latter would pay the commission to Mr Briggs on behalf of the Player, from a material point of view this might be considered a contract where the performance was due to a third party. As a result, on the basis of Article 112 of the Swiss Code of Obligations (the "SCO"), the Player is entitled to compel performance for the benefit of said third party.
- The Player is faced with two equally damaging alternatives: i) either cover Mr Briggs's commission out of his own salary; or ii) violate the agreement and leave Mr Briggs not remunerated for the services provided under the terms explicitly agreed upon by all the parties during the Player's transfer to the Club. In either case, the Player suffers direct prejudice.
- At the moment of the signature of the Employment Contract in August 2022, Mr Briggs had not arrived in Saudi Arabia yet. The Club urged the Player and Mr Briggs to sign the Employment Contract as there was an alleged crucial need for the Player to start training immediately, whereas guaranteeing Mr Briggs that

upon his arrival to Najmah, Saudi Arabia, the agency agreement between the Club and Mr Briggs would be signed right away. However, despite Mr Briggs arriving the very next day, the Club failed to provide the agency agreement, thus breaching the assurances made and failing to honour a crucial contractual obligation.

- Despite these assurances, no payment was forthcoming, and Mr Briggs later found out that the commission, which was explicitly agreed upon with the Player, was instead reassigned to the Club's Agent.
- The Player has not only suffered financial harm due to the Club's failure to pay Mr Briggs' commission, but he has also been placed in a position where his professional reputation, contractual rights and financial stability are jeopardized by the Club's breach.
- The Player's standing to claim the commission is not contingent upon any separate agreement between the Club and Mr Briggs. Rather, the Player's entitlement arises from the contractual agreement between the Player and the Club. The Club's denial of its obligations in relation to the payment of Mr Briggs' fees due to the omission of the formal written agreement cannot stand and should be considered as a clear example of bad faith behaviour, as such agreement had not been signed expressly because of the fault of the Club. On the other hand, the existence of the Club's obligations cannot be denied solely by the absence of a written contract, as this is not required under Swiss law for an agreement between parties to be valid.
- The Employment Contract, at the request of the Club, did not include any information on the intermediaries involved in the transaction, even though both parties were, indeed, represented by intermediaries in the negotiation thereof. The Club was represented by the Club's Agent, the Player was represented by Mr Briggs and Atlantic Sports SL Limited (and his partner in the transaction Mr D'Avila). While the intermediaries had equal part in the negotiations, only one of them was remunerated for the services provided.
- The commission of Mr Briggs was not included in the Player's net salary under the Employment Contract, but it was agreed that the parties would sign an additional agreement in relation to the payment of the commission on behalf of the Player by the Club at a later stage. However, the Club did not respect the said obligation and attempted to escape it by refusing to sign any additional agreements.
- In light of the above, the Club shall be ordered to pay the agreed commission to the Player to be subsequently distributed to his designated third parties.
- Alternatively, in case the Panel decides that there has been no agreement between the parties in relation to the payment of Mr Briggs' commission by the

Club on behalf of the Player, the Club shall be condemned to compensate the Player's damages deriving out of the violation to negotiate in good faith.

- The duty to act in good faith already existed at the time of the contractual negotiations, i.e., independent of the existence of a written preliminary contract, letter of intent, or similar things. This is known as *culpa in contrahendo*. Under Swiss law, this means the negligent/intentional breach of pre-contractual duties. A finding of *culpa in contrahendo* requires the existence of contractual negotiations, trust that merited protection, a breach of a duty, harm, a causal connection, and fault. The breach of a duty in particular derives from the principle of good faith.
- These duties shall also apply in cases where part of the contractual negotiations have already resulted in the signature of an employment contract together with the Club's promise to sign the subsequent separate agreement covering the Club's obligation to pay the Mr Briggs' commission on behalf of the Player, as is the case here.
- The obligation to enter into a tripartite agreement also derives from the Employment Contract itself, as the Player would never have agreed to enter into the Employment Contract under the expressed condition, in case the Club had not promised to cover his commission in addition to the payments under the Employment Contract.
- In determining the damages suffered by the Player, the judging authority shall be led by the principle of so-called "positive interest" (or "expectation interest"), i.e., it will aim at determining an amount which shall basically put the injured party in the position that it would have been had there been no breach.
- Based on CAS jurisprudence, an agent's commission corresponding to 10% of the value of an employment contract and of the transfer fee paid by the club for a player is not unreasonable or contrary to common practice or to Swiss law.
- In the case at hand, the Club secretly signed the Commission Agreement only with the Club's Agent, without any reason whatsoever and took a hands-off approach towards the distribution of the said commission payments between the three agents involved in the transaction, despite having been fully aware of the initial agreement and the promise to the Player to cover his agency fees.
- As a result, the amount of USD 400,000, equal to the agreed part of the commission due to Mr Briggs (and his partner) shall be considered the damage suffered by the Player due to the Club's breach to negotiate in good faith.

Entitlement to interest on delayed salary payments

- Respectfully, the FIFA DRC erred in both fact and law when rejecting the Player's claim for interest arising from delayed salary payments in the Appealed Decision.
- Documentary evidence is presented of the late receipt of monthly salary payments. When compared to the contractually stipulated payment dates set forth in the Employment Contract, these documents demonstrate, beyond any reasonable doubt, that the Club failed to meet the agreed payment deadlines on multiple occasions.
- Secondly, the Player issued multiple formal notifications that made express reference to the Club's default under the Employment Contract. The Club was formally notified of its breach by notifications dated 6 December 2023, 29 December 2023 and 7 June 2024.
- The Club is in automatic default with respect to each unpaid or belated salary instalment. The law does not require any prior reminder or formal notification for default to occur. Pursuant to Article 104(1) SCO, a default interest at a rate of 5% *per annum* applies.
- When the principal amount due is settled (late) at the time of the claim, the request to condemn the debtor the payment of interest could be qualified as the request to indemnify damages, resulting out of the late payment.
- Consequently, the Panel is requested to recognize that the Club is liable to pay statutory default interest at the rate of 5% *per annum* on all salary payments not made on their respective due dates in the total amount of USD 42,352.33.

Entitlement to a collective bonus

- The rejection of the Player's claim relating to the collective bonus in the amount of SAR 260,000 (approximately USD 70,000) in the Appealed Decision is also challenged. This bonus had been expressly agreed with the entire first team as a reward for the Club's sporting performance during the relevant season.
- By means of witness statements, evidence is submitted of the existence of the agreed collective bonus. Also, the performance statistics of the first team are public data, showing that the sporting targets required to activate the bonus were met, which was not even contested by the Club.
- Under Swiss law, a contract does not have to be in writing in order for it to be valid and binding.
- In the present case, the Club's representatives verbally confirmed the obligation to pay the collective bonuses to the entire squad at the indicated amounts. This constitutes a binding promise under Swiss contract law.

- The fact that the bonus was not explicitly mentioned in the default notices does not preclude the Player from asserting the claim. The bonus was included in the original claim filed before the FIFA DRC and there is no requirement under Swiss law that all heads of claim be subject to separate default notices.
- Denying the Player's entitlement to this collective bonus would result in unjust enrichment (Article 62 SCO) by the Club.

63. On this basis, the Player submits the following prayers for relief in his Appeal Brief:

- “1. to accept this Appeal Brief against the Decision;*
- 2. to confirm the Decision in part, by means of which the Player was awarded with USD 50,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment;*
- 3. to annul the Decision in part, by means of which the further claims of the Player were rejected, and to issue a new Decision in this part, ruling as follows:*

Primarily:

‘The Respondent, Al Fayha Club, must pay to the Claimant the following amounts:

- USD 400,000/- (four hundred thousand US dollars) as overdue commission plus 5% interest p.a. as from 24 August 2022 until the date of effective payment;*
- USD 42,352.33/- (forty-two thousand three hundred fifty-two Euros and thirty-three cents) as overdue default interest on late salary payments plus 5% interest p.a. as from 1 July 2024 until the date of effective payment;*
- USD 70,000/- (seventy thousand US dollars) as overdue collective bonus plus 5% interest p.a. as from 1 July 2024 until the date of effective payment’*

Subsidiarily I:

(only in case any of the primary requests above were not granted):

‘The Respondent, Al Fayha Club, must pay to the Claimant's Agent Mr. Joe Briggs USD 400,000/- (four hundred thousand US dollars) as overdue commission plus 5% interest p.a. as from 24 August 2022 until the date of effective payment’;

Subsidiarily II:

(only in case any of the primary requests above were not granted):

‘The Respondent, Al Fayha Club, must pay to the Claimant USD 442.352.33 (four hundred forty-two thousand three hundred fifty-two Euros and thirty-three cents) as compensation for damages plus 5% interest p.a. as from 24 August 2022 until the date of effective payment’;

4. *to fix a sum to be paid by the Respondent, in order to contribute to the payment of the Appellant’s legal fees and costs in the amount of CHF 15,000/- (fifteen thousand Swiss francs);*
5. *to condemn the Respondent to the payment of the whole CAS administration costs and arbitrator fees;*
6. *to determine any other relief the CAS Panel may deem appropriate.”*

B. The Respondent

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

The commission claimed by the Player

- It is clear from the structure and content of the Player’s appeal that the real beneficiary of the claim is Mr Briggs, which constitutes an attempt to circumvent FIFA’s regulations and seeks to artificially create jurisdiction and legal standing where none exists.
- A player cannot seek payment of sums contractually or customarily due to an agent, unless a valid legal basis is produced. The Player has produced none. Accordingly, the Player lacks *locus standi* to claim the commission. He is not the creditor of the alleged debt, nor is he entitled to receive or distribute it to third parties in the absence of a proper legal authority and in the absence of any proof of an agreement between the Player and the Club, or any promise of the Club to the Player to pay for him any amount as commission.
- The sole and unique legal and contractual basis that governs the relationship between the Player and the Club is the Employment Contract. Pursuant to Clause 11.1 of the Employment Contract, “[t]his Contract and the documents referred to herein constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player”.
- In conclusion, there is no agreement or promise or any other arrangement between the Player and the Club regarding any payment of any amount of commission to Mr Briggs.

- Also, if the two companies represented by counsel for the Player in his default notices to the Club of 16 and 30 December 2023 assume that the Club signed a representation agreement with them, it is for these two companies to present such agreement and file a claim against the Club.
- The Player submitted his claim before the FIFA DRC based on Article 12bis FIFA RSTP, which governs overdue payables in the context of employment contracts between clubs and players. The Player attempted to bring a claim that is substantively related to an agent's commission by mischaracterising it as a form of overdue payables under his own Employment Contract. The Player thereby invokes Article 12bis improperly.
- Without prejudice to consider the Player's appeal inadmissible for lack of standing to sue, the Club also never promised the Player or Mr Briggs to pay any commission.
- The Club never negotiated directly with any parties, as all negotiations were conducted through the Club's Agent. The Club also never signed any agreements with any agents. The only representation agreement it signed was with the Club's Agent. It is clear from the negotiation, the offer sent by the Club and accepted by the Player and the Employment Contract that the Player did not have any right for any additional amount besides the amounts indicated in the Employment Contract (the same amounts as indicated in the offer).
- The WhatsApp discussions provided by the Player do not prove the existence of any promise or any agreement between the Player and/or Mr Briggs and the Club regarding the payment of any commission.
- Throughout the proceedings, the Player has presented three versions of the facts. First, he alleged that the Club signed an agreement with two agencies and that it failed to respect the said agreement. Second, he alleged that the Club promised him and Mr Briggs to sign an agreement, but that the Club did not respect such promise. Third, he alleged that the Club promised the Player to pay to him the entire commission due to Mr Briggs. All these versions are untrue and groundless. Mr Briggs never provided any services to the Club.
- Contrary to the Player's allegations, the Employment Contract was carefully reviewed by Mr Briggs and counsel for the Player, who was present with the Player at the moment the Employment Contract was signed. When signing the Employment Contract, the parties simply did not agree to sign any other agreement related to agent fees.
- The Player attempts to interpret Mr Jasser Al-Jasser's message in a false and profitable manner. Mr Al-Jasser was never involved in the negotiation process, he has no recruitment authority, and he performs purely administrative duties. Neither the Club, the Club's Agent, the Club's President

or the Club's Director promised, confirmed or agreed to any payment of any amount as a commission for Mr Briggs.

- Regarding the concepts of estoppel or precontractual liability, these theories have no application in the present case. The Club never made any clear, consistent or binding promise towards the Player or his agents regarding any payment of any agent fees.

The alleged late payment of interest

- The calculation made by the Player is ambiguous, unclear and without any proof.
- The FIFA DRC applies an interest rate of 5% *per annum* when the debtor remains in default, *i.e.*, when the amount claimed is still unpaid on the moment of the claim and when the debtor continues to fail to respect its contractual obligation, which is not the case here. The Player acknowledges that he received all his salaries and advance payments.
- There is no agreement between the parties regarding the late payment of any interest applicable in case that the Club failed to pay any amount for some days. The Employment Contract contains no provision regarding late payments.
- The Player also never requested to be paid any interest for late payment of salaries. Rather, the Player accepted all payments without any objection or request to pay him any interest. The Player also did not provide any proof of any contractual or legal basis of his calculation, which remains ambiguous, unclear and without any proof or contractual basis.

The alleged unpaid collective bonuses

- All financial advantages for the Player are duly inserted in the Employment Contract and there is no special agreement for any other bonus which remains in the sole discretion of the "*board director of the club*".
- Clause 5 of the Employment Contract details and clarifies all payments and benefits of the Player and does not refer to any right for any collective bonus or any obligation for the Club in this respect.
- The Player alleges that the Club failed to pay him an amount of USD 70,000 as bonus for winning matches without providing any signed agreement with the Club that determines the value of bonuses or any provision in the Employment Contract that determines any amount of match winning bonuses.
- The Player's allegations are denied. The Player does not have any right to any unpaid collective bonuses. It is denied that the Club paid any amount as

collective bonus for the claimed matches. The witness statements provided by the Player lack clarity, objectivity and transparency.

- The decisions issued by the FIFA DRC relied upon by the Player are all appealed before CAS regarding the question of collective bonuses and are not final and binding decisions.

65. On this basis, the Club submits the following prayers for relief in its Answer:

- “1. To dismiss the appeal.*
- 2. To confirm the decision issued by FIFA DRC.*
- 3. The arbitration costs should be carried out by the Appellant.*
- 4. To oblige the Appellant, to contribute to the respondent’s advocacy costs which will be evaluated according to the panel discretion.”*

VI. JURISDICTION

66. The jurisdiction of CAS, which is not disputed, derives from Article 50(1) FIFA Statutes (May 2024 edition), as it determines that “[a]ppeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question”, and Article R47 CAS Code. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

67. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

68. The appeal was filed within the deadline of 21 days set by Article 50(1) FIFA Statutes. The Club complied with all other requirements of Article R48 *et seq.* CAS Code, including the payment of the CAS Court Office fee.

69. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

70. The Player submits that the regulations of FIFA must be considered as the applicable law, with Swiss law applying subsidiarily.

71. The Club did not make any submissions with respect to the law to be applied, but the Club made reference to the FIFA RSTP in its Answer and did not object to its application to the dispute.

72. Article R58 CAS Code provides as follows:

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

73. Article 49(2) FIFA Statutes provides the following:

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

74. The Sole Arbitrator finds that, in accordance with Article R58 CAS Code, the present dispute is primarily governed by the applicable regulations, which are FIFA’s regulations. This is confirmed in Article 49(2) FIFA Statutes, which also provides for the application of the various regulations of FIFA, and subsidiarily, Swiss law.

75. As to the specific FIFA regulations applicable and the relevant edition thereof, the Sole Arbitrator finds that, in accordance with Article 29 FIFA RSTP (January 2025 edition), since the Player’s claim was pending before the FIFA RSTP on 1 January 2025, the FIFA RSTP (January 2025 edition) applies to the substance of the case, as also held in the Appealed Decision and which remained uncontested by the Parties.

IX. PRELIMINARY ISSUES

A. The Sole Arbitrator’s Decision on the Player’s Requests for Production of Documents

76. As informed to the Parties by the CAS Court Office on 15 September 2025, the Sole Arbitrator decided as follows:

“The Sole Arbitrator has duly noted the Appellant’s requests for disclosure in the Appeal Brief (para. 131) and in Exhibit 32 thereof, and decides as follows:

- a) The request for disclosure of three FIFA DRC case files concerning disputes between other former employees of the Respondent and the Respondent is denied.*
- b) The request for disclosure of all written communications referred to in Exhibit 32 (i)(a) is denied.*

- c) *The request for disclosure of ‘the proof of any and all payments made by [the Club] to [the Club’s Agent] (and/or his company FG Sports Mediation Corporation) in accordance with the Representation and Mediation Agreement, dated 24 August 2022’ is granted.*

*The Respondent is granted a deadline **of 10 days** from receipt of this letter by email to produce such documents.*

The reasons for these decisions will be set out in the Arbitral Award.”
(emphasis in original)

77. As to a), the Sole Arbitrator considered that this request was to be dismissed because it was directed at FIFA. FIFA is not a party to the present appeal proceedings, and the Sole Arbitrator did not consider it opportune to order a non-party to produce documentation, especially in the absence of any evidence of an attempt having been made by the Player to acquire this documentation from FIFA himself.
78. While Article R57 of the CAS Code entitles the Sole Arbitrator to “*request communication of the file of the federation, association or sports-related body, whose decision is the subject of the appeal*”, this authority does not extend to case files of FIFA decisions that are not the subject of appeal in the matter at hand.
79. In any event, the Player failed to indicate in some detail what he expected to find in these case files. Accordingly, the Sole Arbitrator finds that the Player failed to establish the relevance of this evidentiary request.
80. As to b) and c), the Sole Arbitrator considered that, in case the Player’s claim for commission would be considered admissible, the payments made by the Club to the Club’s Agent would likely be relevant in obtaining an understanding of the overall financial framework related to the hiring of the Player’s services by the Club.
81. However, the Sole Arbitrator considered that the Player’s request for the production of correspondence between the Club and the Club’s Agent was a mere fishing expedition. No indication was provided by the Player as to what he was expecting to find in such correspondence. As a consequence, the Sole Arbitrator upheld the request related to the payments made but dismissed the request related to the correspondence.

B. The Sole Arbitrator’s Decision to allow Mr Alfonso León Lleó to testify

82. As informed to the Parties by the CAS Court Office on 6 November 2025, the Sole Arbitrator decided as follows:

*“[...] [T]he Sole Arbitrator has decided to **admit** Mr. León’s testimony during the hearing. The Parties are also advised that the Sole Arbitrator may take into account the fact that Mr. León is the Appellant’s Counsel when weighing the evidence given by him. The full reasons for the Sole*

Arbitrator's decision shall be communicated in the final award.”
(emphasis in original)

83. By letter dated 25 July 2025, the Club objected to hearing evidence from Mr León Lleó, counsel for the Player, on the ground that he would not be objective and free of any interest in the outcome of the case.
84. Although the Sole Arbitrator acknowledged that it was somewhat unusual for a counsel of the Parties to provide evidence in the same proceedings, the Sole Arbitrator noted that it remained undisputed that Mr León Lleó was present in Saudi Arabia when the Player and the Club concluded the Employment Contract. Accordingly, the Sole Arbitrator found that Mr León Lleó is one of the few persons that could have direct knowledge of what was discussed on such occasion. The Sole Arbitrator therefore deemed it relevant to hear Mr León Lleó's account of events.
85. However, as already anticipated by letter dated 6 November 2025, in assessing the credibility and in the weighing of Mr León Lleó's evidence, the Sole Arbitrator duly considered the fact that he is the Player's counsel.

C. The Sole Arbitrator's Decision to Partially Admit the Player's Evidentiary Requests filed After the Hearing

86. On 9 February 2026, the CAS Court Office informed the Parties as follows:

“On behalf of the Sole Arbitrator, and after considering the Parties' positions. Please be informed that the Appellant's documents are accepted into the file. The grounds for such decision will be communicated to the Parties in the final Award.

Finally, I inform the Parties that the evidentiary proceedings are now closed.”

87. The Sole Arbitrator considered that the Player established exceptional circumstances in the sense of Article R56 of the CAS Code. Indeed, the Sole Arbitrator considered that the Player established that the WhatsApp communication submitted had only been retrieved after the filing of the Appeal Brief and the Answer. Although this communication could arguably have been retried earlier, the Sole Arbitrator considered it justified to admit the evidence on file, in particular because of the potential relevance thereof for the merits of the case, not least because part of the evidence submitted contradicted the testimonies provided by representatives of the Club during the hearing.
88. Furthermore, the Sole Arbitrator noted that while the Club objected to the admissibility of the evidence provided by the Player, it also engaged with such evidence in its letter dated 7 January 2026.
89. Accordingly, the evidence relied upon by the Parties in their post-hearing submissions was admitted on file.

90. However, the Sole Arbitrator considered that any further procedural requests included in such post-hearing submissions were to be dismissed. The Parties were afforded the opportunity to file evidence in their post-hearing submissions and apply for potential additional evidentiary requests, but the Sole Arbitrator found that the Parties insufficiently corroborated the alleged relevance of their further requests.

X. MERITS

A. The Main Issues

91. The main issues to be resolved by the Sole Arbitrator are the following:

- i. Does the Player have standing to claim commission from the Club for Mr Briggs?
- ii. If the Player has standing, is the Player entitled to commission from the Club for Mr Briggs?
- iii. Subsidiarily, shall the Club pay commission to Mr Briggs directly?
- iv. More subsidiarily, shall the Club pay compensation for damages to the Player?
- v. Is the Player entitled to receive default interest over late salary payments from the Club?
- vi. Is the Player entitled to receive team bonuses from the Club?

i. Does the Player have standing to claim commission from the Club for Mr Briggs?

92. The Sole Arbitrator observes that the sole written agreement between the Player and the Club is the Employment Contract. The Employment Contract contains a comprehensive entire-agreement clause (Clause 11.1) and does not contain any terms entitling Mr Briggs to any remuneration from the Club or entitling the Player to claim, receive or distribute any amounts on Mr Briggs' behalf. Nor does the Employment Contract contain any provisions concerning the payment of a commission to any agent, whether directly or indirectly through the Player.

93. To the contrary, despite the fact that Clause 15(5) of the Employment Contract indicates that "*If an intermediary is involved in the negotiation of a contract, he/she shall be named in that contract*", the answer to the question whether the Player or the Club were "*represented by an Intermediary in the negotiation of this Contract*" is explicitly "*NO*". In the Sole Arbitrator's view, this clear contractual wording, read together with the absence of any reference to the alleged arrangement in favour of Mr Briggs, is difficult to reconcile with the Player's submission that the Club had assumed a binding obligation towards the Player to pay commission to Mr Briggs on his behalf.

94. The Sole Arbitrator finds that, had there been such a precontractual arrangement, the Player should not have agreed to the language incorporated in the Employment Contract. By signing the Employment Contract, the Player waived any entitlements he may have had.

95. As to the six different drafts of a contract with the title “*DEBT RECOGNITION*”, none of which was eventually signed, the Sole Arbitrator observes that the terms of these drafts provide that the Club was required to pay Mr Briggs a commission of USD 400,000. Regardless of whether this may have created legitimate expectations on the side of Mr Briggs and/or Mr D’Avila, what is relevant for present purposes is that the Player failed to establish that this somehow had an impact on his personal interests.
96. The Player relies on Article 112(1) SCO, which provides as follows:
- “A person who, acting in his own name, has entered into a contract whereby performance is due to a third party is entitled to compel performance for the benefit of said third party.”*
97. Considering that the Employment Contract does not include any duty of the Player to perform towards Mr Briggs, the Sole Arbitrator finds that Article 112(1) SCO is not applicable in the matter at hand.
98. Rather, as argued by the Club, by filing a claim in his own name, the Player seeks to artificially create jurisdiction and legal standing where none exists. The Player’s claim is, in substance, directed at obtaining payment of an alleged commission for Mr Briggs and/or Mr D’Avila, although it is procedurally framed as an employment-related dispute under Article 12bis FIFA RSTP. The Sole Arbitrator agrees with the Club that, absent a contractual entitlement of the Player to such commission, the proper creditors of any agent’s fees would be Mr Briggs and/or Mr D’Avila themselves or the corporate entities they represent. If Mr Briggs and/or Mr D’Avila believe that they are entitled to receive any commission from the Club, they should file a claim against the Club and/or the Club’s Agent themselves under the appropriate regulatory framework for disputes involving intermediaries, rather than attempting to file their alleged claim through the Player’s employment relationship with the Club.
99. The Sole Arbitrator finds that the Player’s subsidiary prayer for relief (requesting that the Club be ordered to pay USD 400,000 directly to Mr Briggs) further confirms that the true beneficiary of the claim is Mr Briggs. It is in any event impossible for the Sole Arbitrator to award any sums to Mr Briggs directly, given that he is not a party to the present appeal arbitration proceedings.
100. While the Player, Mr Briggs and Mr D’Avila concluded the Distribution Agreement on 27 August 2022, requiring Mr Briggs to transfer an amount of USD 200,000 to Mr D’Avila as soon as he would receive the amount of USD 400,000 from the Club, the Sole Arbitrator observes that the Player himself does not assume any financial obligations with this agreement.
101. The Player’s argument that, in case the Club will not pay them, he would eventually have to pay Mr Briggs and/or Mr D’Avila out of his own pocket remains unsubstantiated by any evidence and does not constitute a decisive argument for the

Sole Arbitrator in assessing the Player's claims. The Sole Arbitrator will therefore not provide further comments on this matter.

102. For the same reason, the analogy made by the Player with respect to the tax authority potentially being the ultimate beneficiary of a payment to be made to a creditor does not apply. Unlike in the example of taxes being payable, in the matter at hand, no evidence is presented of any amount being payable by the Player to Mr Briggs and/or Mr D'Avila.

103. Consequently, the Sole Arbitrator finds that the Player lacks standing to claim commission from the Club for Mr Briggs.

ii. If the Player has standing, is the Player entitled to commission from the Club for Mr Briggs?

104. As a consequence of the conclusion that the Player lacks standing to claim commission from the Club for Mr Briggs, this claim is dismissed.

iii. Subsidiarily, shall the Club pay commission to Mr Briggs directly?

105. As indicated above (para. 99), the Sole Arbitrator finds that it is impossible to award any sums to Mr Briggs directly, given that he is not a party to the present appeal arbitration proceedings.

106. Consequently, the Player's subsidiary claim for the Club to pay commission to Mr Briggs directly is dismissed.

iv. More subsidiarily, shall the Club pay compensation for damages to the Player?

107. As indicated above (paras. 101-102), the Player's argument that, in case the Club will not pay them, he would eventually have to pay Mr Briggs and/or Mr D'Avila out of his own pocket remains unsubstantiated by any evidence.

108. On this basis, the Sole Arbitrator finds that the Player failed in establishing that he incurred any damages.

109. Consequently, the Player's more subsidiary claim for compensation for damages is dismissed.

v. Is the Player entitled to receive default interest over late salary payments from the Club?

110. The Sole Arbitrator observes that the FIFA DRC dismissed the Player's claim for default interest over late salary payments because of i) insufficient evidence being filed with respect to the delays; and ii) the absence of default notices being sent by the Player to the Club prior to filing his claim before the FIFA DRC.

111. The Sole Arbitrator observes that the Player has provided evidence of both in the present appeal arbitration proceedings and claims a total amount of USD 42,352.33 in this respect. The Club merely objects to the Player's claim on the ground that the calculation of the Player is "*ambiguous, unclear and without any proof*", without specifically challenging any of the transaction dates or the amount claimed by the Player. The Club also argues that, since the amounts have eventually been paid, no default interest is due, that there is no provision in the Employment Contract concerning late payment, and that the Player accepted all payments without objection or request to pay interest.
112. The Sole Arbitrator notes that the Player provided evidence of default notices sent to the Club specifically indicating that payments had been delayed and the obligation to pay interest.
113. The Player's default notice to the Club dated 29 December 2023 provides, *inter alia*, as follows:
- "Our client's previous default notice dated 1 October and 16th December 2023 have been neglected by your Club which owes to the Player the amount of USD 600,000/- meant to be remunerating the Player's designated intermediary, together with 5% interests as per all belated payments he has been receiving since the entry into force of his employment contract."*
114. Furthermore, on 7 June 2024, counsel for the Player informed the Club as follows:
- "Regrettably, in addition to the commission at hand which has not been satisfied by your Club our client is owed other interests and financial entitlements from your end.*
- If you do not remedy all the above within 10 days we will seek redress before the FIFA judicial bodies under article 12 BIS."*
115. Although no reference was made to the exact amount of interest claimed, the Sole Arbitrator finds that the default notices were sufficiently precise to make the Club aware that the Player was considering filing a claim in this respect if the Club would not comply with its financial duty to pay the interest the Player was entitled to.
116. The Sole Arbitrator further notes that the Player provided 29 bank statements, confirming the transaction dates of all the 29 salary payments or other financial transactions received from the Club on his personal bank account and summarised the due payments in the following overview:

No.	Nature of payment	Due date	Date of receipt	Overdue days	Ammount paid
1	Salary August 2022	31/08/2022	09/09/2022	15	57893
2	Sign on fee part 1	25/08/2022	01/11/2022	68	265746
3	Salary September 2022	30/09/2022	19/12/2022	80	224536
4	Salary October 2022	31/10/2022	03/01/2023	64	224536
5	Salary November 2022	30/11/2022	09/02/2023	71	224536
6	Salary December 2022	31/12/2022	10/03/2023	69	224536
7	Sign on fee part 2	25/08/2022	29/03/2023	216	234138
8	Salary January 2023	31/01/2023	19/04/2023	78	224560
9	Salary February 2023	28/02/2023	05/06/2023	97	224560
10	Salary March 2023	31/03/2023	06/06/2023	67	224536
11	Additional payment		06/06/2023		49954
12	Salary April 2023	30/04/2023	06/06/2023	37	224560
13	Salary May 2023	31/05/2023	06/06/2023	6	224560
14	Additional payment		06/06/2023		3929,75
15	Salary June 2023	30/06/2023	01/08/2023	32	224560
16	Salary July 2023	31/07/2023	13/09/2023	44	224560
17	Salary August 2023	31/08/2023	18/09/2023	18	224560
18	Salary September 2023	30/09/2023	02/10/2023	2	224560
19	Salary October 2023	31/10/2023	30/10/2023		224560
20	Additional payment		26/12/2023		24955
21	Salary November 2023	30/11/2023	26/12/2023	26	224560
22	Additional payment	01/08/2023	26/12/2023	147	499954
23	Salary December 2023	31/12/2023	25/01/2024	25	224560
24	Salary January 2024	31/01/2024	08/02/2024	8	224560
25	Salary February 2024	29/02/2024	27/02/2024		224560
26	Salary March 2024	31/03/2024	01/04/2024	1	224560
27	Salary April 2024	30/04/2024	01/05/2024	2	224560
28	Salary May 2024	31/05/2024	10/06/2024	10	224560
29	Salary June 2024	30/06/2024	08/07/2024	45	224560

Total: 6076769,75

117. The Sole Arbitrator observes that this overview contains several inconsistencies (one major and three minor).
118. The minor inconsistencies are that i) the salary of August 2022 was paid 9 days late, not 15 as indicated in the overview; ii) the salary of June 2024 was paid on 5 July 2024, not on 8 July 2024 (therefore 5 days late and not 45 as indicated on the table); and iii) the salary of April 2024 was only paid one day late, not two days late.

119. The major inconsistency concerns Article 23(3) FIFA RSTP, which provides as follows:

“The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case.”

120. The Player filed his claim before the FIFA DRC on 28 August 2024. Considering the 2-year statute of limitations set forth in Article 23(3) FIFA RSTP, claims that fell due before 28 August 2022 are time-barred. This includes ancillary claims related to default interest where the main claim is time-barred and is to be examined *ex officio*.

121. The Player’s claim for interest over the sign-on fee, *i.e.*, payments no. 2 and 7 in the above overview, fell due on 25 August 2022. Accordingly, this claim is inadmissible as it is time-barred. Considering that the sign-on fee concerned the Player’s main financial entitlement and that the delays concerning this payment were the longest, this also has a major impact on the Player’s claims concerning default interest over late payments.

122. Article 102(2) SCO provides as follows:

“Where a deadline for performance of the obligation has been set by agreement or as a result of a duly exercised right of termination reserved by one party, the obligor is automatically in default on expiry of the deadline.”

123. On this basis, the Sole Arbitrator finds that, since the Employment Contract provides in Clause 5.1 of the Employment Contract that the monthly salary payments fall due “*by the last day of each month*”, interest started to accrue as from the first day of the following month, regardless of when default notices were eventually sent. Also, the due dates for the signing-on fee (payment deadline 25 August 2022) and the “*Additional fixed payment(s)*” (payment deadline 1 August 2023) are set forth in the Employment Contract.

124. Article 73(1) SCO provides as follows:

“Where an obligation involves the payment of interest but the rate is not set by contract, law or custom, interest is payable at the rate of 5% per annum.”

125. In the absence of a contractual arrangement concerning interest in the Employment Contract, the Sole Arbitrator finds that interest over the due amounts shall accrue at a rate of 5% *per annum*, in accordance with Article 73(1) SCO.

126. The Sole Arbitrator notes that the Player did not provide a quantification of how he arrived at a total amount of USD 42,352.33 default interest. However, correcting the

inconsistencies discussed above, the Sole Arbitrator finds that the default interest due to the Player is to be calculated as follows:

1. USD 57,893 as from 1 September 2022 until and including 9 September 2022 (9 days): USD 71.37;
 2. USD 224,536 as from 1 October 2022 until and including 19 December 2022 (80 days): USD 2,460.67;
 3. USD 224,536 as from 1 November 2022 until and including 3 January 2023 (64 days): USD 1,968.53;
 4. USD 224,536 as from 1 December 2022 until and including 9 February 2023 (71 days): USD 2,183.84;
 5. USD 224,536 as from 1 January 2023 until and including 10 March 2023 (69 days): USD 2,122.33;
 6. USD 224,560 as from 1 February 2023 until and including 19 April 2023 (78 days): USD 2,399.41;
 7. USD 224,560 as from 1 March 2023 until and including 5 June 2023 (97 days): USD 2,983.88;
 8. USD 224,536 as from 1 April 2023 until and including 6 June 2023 (67 days): USD 2,060.81;
 9. USD 224,560 as from 1 May 2023 until and including 6 June 2023 (37 days): USD 1,138.18;
 10. USD 224,560 as from 1 June 2023 until and including 6 June 2023 (6 days): USD 184.57;
 11. USD 224,560 as from 1 July 2023 until and including 1 August 2023 (32 days): USD 984.37;
 12. USD 224,560 as from 1 August 2023 until and including 13 September 2023 (44 days): USD 1,353.51;
 13. USD 224,560 as from 1 September 2023 until and including 18 September 2023 (18 days): USD 553.71;
 14. USD 224,560 as from 1 October 2023 until and including 2 October 2023 (2 days): USD 61.52;
 15. USD 224,560 as from 1 December 2023 until and including 26 December 2023 (26 days): USD 799.80;
 16. USD 499,954 as from 2 August 2023 until and including 26 December 2023 (147 days): USD 10,067.57;
 17. USD 224,560 as from 1 January 2024 until and including 25 January 2024 (25 days): USD 769.04;
 18. USD 224,560 as from 1 February 2024 until and including 8 February 2024 (8 days): USD 246.09;
 19. USD 224,560 as from 1 June 2024 until and including 10 June 2024 (10 days): USD 307.62;
 20. USD 224,560 as from 1 July 2024 until and including 5 July 2024 (5 days): USD 153.81.
127. Consequently, the Sole Arbitrator finds that the Club shall pay the Player overdue default interest in a total amount of USD 32,870.63.

vi. Is the Player entitled to receive team bonuses from the Club?

128. The Player also claims to be entitled to an amount of SAR 260,000 (which, according to the Player, equates to approximately USD 70,000) in unpaid team bonuses.
129. The Player's claim to team bonuses is not supported by any documentary evidence. Clause 7(19) of the Employment Contract contains a reference to "*the sanctions and rewards internal regulations of the Club*", but it is not in dispute that the Club had no such "*internal regulations*", or, at least, such document was not provided to the Player or adduced as evidence in these proceedings.
130. Rather, the Player submits that Dr. Tawfiq bin Saleh Al-Mudahin, the then Chairman of the Club's Board of Directors, and Mr Abdulrhman Ibrahim ALahaideb, the Club's President, promised bonuses in a total amount of SAR 260,000 to the first team players and coaches. The Player's claim is supported by a joint witness statement dated 26 May 2024 that is signed not only by the Player, but also by Mr Vuk Rašović, the Club's former Head Coach, Mr Ljubiša Ranković, the Club's former Assistant Coach, Mr Rudolf Marčić, the Club's former Second Assistant Coach, Mr Fabio Muchinel Tepedino, the Club's former Goalkeeper Coach, and Mr Vladan Popović, the Club's former Fitness Coach. Mr Rašović, Mr Ranković and Mr Marčić later provided more detailed witness statements dated 25 September 2025. The testimony of these witnesses is further confirmed by Mr Ruiz Abril, a former player of the Club, who did not sign the aforementioned joint witness statement, but who confirmed the content of the various witness statements during his testimony.
131. The Sole Arbitrator notes that the members of the coaching staff were awarded team bonuses in decisions of the FIFA Football Tribunal. The Sole Arbitrator finds that this is of limited value given that these decisions are apparently appealed by the Club before CAS. The mere fact that the Player is a witness in the cases involving the members of the coaching staff against the Club and *vice versa* does not undermine the credibility of their evidence. The Sole Arbitrator finds that it transpired from the cross-examination of the members of the coaching staff at the hearing that they had a specific provision concerning team bonuses in their employment contracts. However, the Sole Arbitrator finds that the absence of such provision in the Player's Employment Contract does not mean that the Player would not be entitled to any *ad hoc* bonuses in case such bonuses were promised.
132. In assessing the evidence provided, on the one hand, the Sole Arbitrator considered the testimonies of the Player, and the witnesses that formed part of the Club's coaching staff, as well as Mr Ruiz Abril, credible and consistent with each other.
133. On the other hand, the Club did not provide any detailed response to the Player's allegations. The Club merely argues that the Player's claim is to be dismissed in the absence of documentary evidence. The Club did not call Dr. Tawfiq bin Saleh Al-Mudahin, the then Chairman of the Club's Board of Directors, or Mr Abdulrhman Ibrahim ALahaideb, the Club's President, as witnesses.

134. Especially, the absence of Mr ALahaideb is considered relevant by the Sole Arbitrator given that the Player had explicitly asked the Club to make him available to testify at the hearing.
135. By letter dated 15 September 2025, the CAS Court Office informed the Parties, *inter alia*, as follows:
- “While the Respondent is invited to facilitate the attendance of these persons, an order to compel the appearance of such witnesses is not appropriate and, therefore, the Appellant’s request is dismissed.”*
- That said, the Parties are informed that the Sole Arbitrator may draw adverse inferences should individuals with potentially relevant factual knowledge not be made available for testimony by the Respondent.”*
136. The Sole Arbitrator observes that, despite the Player’s request and the Sole Arbitrator’s invitation, the Club did not make Mr ALahaideb available for testimony without any explanation. The Sole Arbitrator does not consider it necessary to draw adverse inferences from Mr ALahaideb’s absence, but it means that the evidence presented by the Player with respect to the team bonuses basically stands uncontested.
137. Furthermore, the Sole Arbitrator finds that the testimonies of the witnesses called by the Player are at least partially confirmed by the testimony of the Club’s Director, insofar as he testified that, in addition to contractual individual bonuses, the Board of Directors of the Club sometimes offered the players of the first team of the Club collective team bonuses for specific sportive achievements in the week prior to a game and that such bonuses were paid in the past.
138. The Club’s Director also testified that Dr. Tawfiq bin Saleh Al-Mudahin was no longer entitled to represent the Club when the match of the Club against Al Wehda took place on 31 May 2023 and could therefore not offer any bonus with respect to this match. The Sole Arbitrator finds that this argument is to be dismissed in the absence of any documentary evidence establishing that the authority of Dr. Tawfiq bin Saleh Al-Mudahin to represent the Club had been revoked.
139. On the basis of all the above, the Sole Arbitrator finds that the Player established that he was entitled to team bonuses. In the absence of a specific challenge of any of the 8 individual team bonuses amounting to a total team bonus of SAR 260,000, the Sole Arbitrator finds that such amount shall be paid by the Club to the Player.
140. As to the due date of the team bonuses, the Sole Arbitrator finds that no clear evidence is presented as to the moment the team bonuses were supposed to be paid. Accordingly, the Sole Arbitrator finds that the team bonuses were payable as per the expiry of the Employment Contract, *i.e.*, as per 1 July 2024. Furthermore, as per Article 73(1) SCO, the applicable interest rate is 5% *per annum*.

141. Consequently, the Sole Arbitrator finds that the Club shall pay the Player overdue team bonuses in a total amount of SAR 260,000, plus interest at a rate of 5% *per annum* as from 1 July 2024 until the effective date of payment.

B. Conclusion

142. Based on the foregoing, the Sole Arbitrator holds that:

- i) The Player lacks standing to claim commission in the amount of USD 400,000 from the Club for Mr Briggs.
- ii) The Player's claim for commission from the Club for Mr Briggs is dismissed.
- iii) The Player's subsidiary claim for the Club to pay commission to Mr Briggs directly is dismissed.
- iv) The Player's more subsidiary claim for compensation for damages is dismissed.
- v) The Club shall pay the Player overdue default interest in a total amount of USD 32,870.63.
- vi) The Club shall pay the Player overdue team bonuses in a total amount of SAR 260,000, plus interest at a rate of 5% *per annum* as from 1 July 2024 until the effective date of payment.

143. All other and further motions or prayers for relief are dismissed.

XI. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 24 March 2025 by Anthony Nnaduzor Nwakaeme against the decision issued on 16 January 2025 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is partially upheld.
2. The decision issued on 16 January 2025 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is confirmed, and paragraph 2 of the operative part is supplemented as follows:
 - Al Fayha Club shall pay Anthony Nnaduzor Nwakaeme overdue default interest in a total amount of USD 32,870.63 (thirty-two thousand eight hundred seventy United States Dollars and sixty-three cents).
 - Al Fayha Club shall pay Anthony Nnaduzor Nwakaeme overdue team bonuses in a total amount of SAR 260,000 (two hundred sixty thousand Saudi Arabian Riyal), plus interest at a rate of 5% *per annum* as from 1 July 2024 until the effective date of payment.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 11 June 2026

THE COURT OF ARBITRATION FOR SPORT

Patrick Lafranchi
Sole Arbitrator