



**Arbitration CAS 2013/A/3120 Horatiu George Horoba Virgil v. Lucian Sanmartean, award of 11 September 2013**

Panel: Mr Marco Balmelli (Switzerland), Sole arbitrator

*Football*

*Contract of representation between an agent and a player*

*Applicable law*

*Formal requirements related to the validity of a representation contract*

*Consequence of the failure to comply with the formal requirements*

1. Taking into consideration the fact that the parties have not agreed on the application of any specific national law, that in the representation contract they agree to adhere to the statutes and regulations of FIFA and that in their respective submissions, the parties also refer to the FIFA's regulations, the FIFA Regulations shall apply primarily and Swiss law subsidiary.
2. Article 19 par. 1 of the FIFA Players' Agents Regulations (PAR) stipulates that player' agents conducting agency activity on behalf of a player or a club must have a written contract in place before they conduct any agency activity. This contract must contain the following minimum details: (i) the name of the parties, (ii) the duration, (iii) the remuneration due to the agent, (iv) the terms of payment, (v) the date of completion and (vi) the signature of the parties. The representation contract is only valid for a maximum period of two years and it may be only extended in writing.
3. A licensed agent should know all formal requirements laid down in the FIFA PAR to perform his/her duties. These rules were established to protect agents, players and clubs. The formal requirements for a representation contract have to be fully satisfied. Otherwise, the involved parties will not be able to verify which person is contracted for representations and negotiations. For the purpose of a proper relationship between the parties, any breach of the rules stated in the FIFA PAR cannot be remedied. The remuneration claim of an agent who was aware about these rules but nevertheless failed to comply with them cannot succeed. Likewise, a remuneration claim related to a representation contract no longer in force cannot succeed either.

## **I. THE PARTIES**

1. Mr. Horoba George Horatiu Virgil (hereinafter referred to as the “Appellant” or “Horatiu”), is a licensed football players’ agent in Romania, registered with the Romanian Football Federation (hereinafter referred to as the “RFF”). He is Romanian and lives in Cluj, Romania.
2. Mr. Lucian Sanmartean (hereinafter referred to as the “Respondent” or “Sanmartean”) is a Romanian professional football player, born on 13 March 1980. He is currently playing for S.C. Sporting Club S.A. Vaslui, based in Vaslui, Romania.

## **II. FACTUAL BACKGROUND**

### *A. Background facts*

3. The elements set out below are a summary of the main relevant facts, as established by the Sole Arbitrator on the basis of the written submissions of the parties. The parties waived the right to an oral hearing.
4. This appeal was filed by Horatiu, against the decision no. 02/2013 rendered by the Appeal Committee of the Romanian Football Federation dated 31 January 2013 concerning the requested alleged remunerations from Sanmartean on the basis of the Representation Contract registered with the Romanian Football federation under no. 2329 of 26 January 2010 (hereinafter referred to as “Representation Contract”) in the amount of EUR 95,000.-, for the negotiation and signing of the contract no. 315 of 10 February 2010 (hereinafter referred to as “Employment Contract 2010”) with S.C. Sporting Club S.A. Vaslui, and in the amount of EUR 112,000.-, for the negotiation and signing of the contract no. 217 of 15 May 2012 (hereinafter referred to as “Employment Contract 2012”) with the same club.
5. On 23 December 2009 the parties signed the Representation Contract which took effect on 23 December 2009 and terminated on 22 December 2011.
6. According to the Representation Contract, the Appellant is entitled to a commission amounting to 10% of the player’s annual gross basic salary if the respective employment contract was negotiated or renegotiated by the Appellant. Such commission is payable as a lump sum payment at the start of the respective employment contract.
7. The parties further stipulated, amongst other provisions, to adhere to the statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and the relevant associations.
8. The Respondent entered into the Employment Contract 2010 for professional football players with S.C. Sporting Club S.A. Vaslui on 10 February 2010. According to the Employment Contract 2010 (cf. the “Final Provisions” on the last page) the Respondent is “*solely responsible for the execution of the contract which [...] he has negotiated himself.*”

9. In mid-November 2011 negotiations took place concerning the renewal of the Employment Contract 2010. The newspaper article from 18 November 2011, which was published in the early morning hours, shows that the negotiations were time-consuming. However a mutual agreement was reached. Furthermore, the newspaper article reveals that Sanmartean was represented by Anamaria Prodan (Reghecampf) with regard to the extension of the Employment Contract 2010.
10. On 18 November 2011 a memorandum was written and signed by the Appellant and S.C. Sporting Club S.A. Vaslui, represented by Damian Ciprian, the President of the Board of Directors (hereinafter referred to as "Memorandum"). The Memorandum refers to the Representation Contract. It states further that the purpose of this Memorandum was the extension of the contract between S.C. Sporting Club S.A. Vaslui and the Respondent. The Memorandum also stipulates the annual gross remuneration for Sanmartean as follows:
  - for the period from 1 July 2012 until 30 June 2013 the Respondent shall receive EUR 300,000.-;
  - for the period from 1 July 2013 until 30 June 2014 the Respondent shall receive EUR 300,000.-;
  - in case S.C. Sporting Club S.A. Vaslui extends the Employment Contract 2012 for one more year the Respondent shall receive EUR 300,000.- for the period from 1 July 2014 – 30 June 2015;
  - the Respondent shall receive a signing-on fee of EUR 220,000.-.
11. On 22 November 2011 the Representation Contract expired.
12. On 15 May 2012 the Respondent and S.C. Sporting Club S.A. Vaslui extended the existing Employment Contract 2010 and signed the amended Employment Contract 2012. This contract was executed in the presence of Anamaria Prodan Reghecampf and the Appellant. In the contract both were referred to as agents.
13. On the same day the S.C. Sporting Club S.A. Vaslui and Respondent concluded the financial annex to the Employment Contract 2012 which states the amount of the remuneration the Respondent is entitled to as follows:
  - (i) for the period from 1 July 2012 until 30 June 2013 the Appellant shall receive EUR 300,000.- payable in four equal instalments of EUR 75,000.-;
  - (ii) for the period from 1 July 2013 until 30 June 2014 the Appellant shall receive EUR 300,000.- payable in four equal instalments of EUR 75,000.-;
  - (iii) the appellant shall receive a signing-on fee of EUR 220,000.- payable in three instalments;
  - (iv) special bonuses (e.g. for a position that allows qualification for the Champions' League group stage the player shall benefit from a rise in the contractual amount for the respective competition year in 100 %).

- (v) A position rank below 10<sup>th</sup> place in the national football championship first league entitles S.C. Sporting Club S.A. Vaslui to demand a reduction of 30% of the contractual amount for the respective competition year.

*B. The proceedings before the RFF National Dispute Resolution Chamber*

- 14. On 11 October 2012 the Appellant requested the RFF National Dispute Resolution Chamber (the “RFF NDRC”) to order the Respondent to pay him the due remuneration which amounted to EUR 95,000.- for the Employment Contract 2010 and in the amount of EUR 112,000.- for the Employment Contract 2012.
- 15. In a reply dated 1 November 2012 the Respondent requested the dismissal of the first claim on the grounds of the limitation of the claim and the second claim since the Representation Contract was not in force any longer at that time.
- 16. The RFF NDRC ruled in its decision no. 572 of 22 November 2012 (the “RFF NDRC Decision”) that the provisions applicable are those of the Players’ Agent Regulations. Considering the fact that the first contract between S.C. Sporting Club S.A. Vaslui and the Respondent was signed on 10 February 2010 it was found that, pursuant to article 29 of the Players’ Agents Regulations which were adopted by the FIFA Executive Committee and came into force on 1 January 2008 (hereinafter referred to as “Agents Regulations”), that the Appellant would have had to claim the remuneration in the amount of EUR 95,000.- not later than on 10 February 2012. Consequently, this claim was rejected.
- 17. The second claim was also rejected by the RFF NDRC. It found that upon the execution of the Employment Contract 2012, signed on 15 May 2012, the Representation Contract was no longer in force and that therefore the claim was ungrounded.

*C. The proceedings before the RFF Appeal Committee*

- 18. On 13 December 2012 the Appellant filed a complaint with the RFF Appeal Committee, whereby he requested the amendment of the RFF NDRC Decision by accepting his original petition.
- 19. Within the Respondent’s statement of defence, he requested to reject the complaint lodged by the Appellant. According to the Respondent, his right to bring actions with regard to the amount of EUR 95,000.- was time-barred. With regard to the second claim the Respondent stated that it was ungrounded as at the date of the execution of the Employment Contract 2012 (i.e. 15 May 2012) the Representation Contract had no longer any effect.
- 20. On 31 January 2013 the RFF Appeal Committee rendered the decision no. 2/2013 (the “Appealed Decision”), which rejected the Appellant’s complaint as ungrounded and followed the reasoning of the previous instance decision.

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

21. On 14 March 2013, pursuant to Article R47 of the Code of Sports-Related Arbitration (2013 edition) (the “Code”), the Appellant filed a statement of appeal at the Court of Arbitration for Sport (the “CAS”) against the Appealed Decision.
22. On 24 March 2013 the Appellant requested the suspension of his time limit for filing the appeal brief or, alternatively, a time extension to file this submission. The Respondent objected to both requests.
23. On 25 March 2013, the Respondent agreed with English to be the language of the procedure, as well as to submit this appeal to a sole arbitrator, as per the Appellant’s request in his statement of appeal.
24. Pursuant to Article R29 of the Code, English has been determined as the language of this procedure.
25. On 27 March 2013, in view of the parties’ disagreement and pursuant to Article R32 of the Code, the Deputy President of the CAS Appeals Arbitration Division decided to grant a five-day extension for the Appellant to file his appeal brief.
26. On 1 April 2013, the Appellant filed the Appeal Brief.
27. On 30 April 2013, the Respondent filed his answer.
28. On 3 May 2013, the CAS Court Office informed the parties that, pursuant to Article R54 of the Code, the President of the CAS Appeals Arbitration Division had appointed Dr. Marco Balmelli, attorney-at-law, in Basel, Switzerland, as Sole Arbitrator to decide the present case.
29. On 9 May 2013, the Respondent informed the CAS Court Office he did not wish a hearing to be held, whereas on 3 June 2013 the Appellant informed that his preference was for the Sole Arbitrator to issue an award based on the parties’ written submissions.
30. In view of the Appellant’s position with respect to the hearing, the Respondent was again invited to inform whether he maintained his initial wish to hold a hearing and he replied on 11 June 2013 that his preference was for the Sole Arbitrator to issue an award based on the parties’ written submissions.
31. On 24 May 2013, the RFF sent to the CAS Court Office a copy of the case file related to the Appealed Decision, duly translated into English.
32. On 31 May 2013, the CAS Court Office notified the RFF case file to the parties.
33. On 12 June 2013, the CAS Court Office noted that they did not wish a hearing to be held and, pursuant to Article R57 of the Code, advised that the Sole Arbitrator deemed himself

sufficiently well informed and, therefore would proceed and issue an award based on the parties' written submissions.

34. On 2 July 2013, the Respondent signed the Order of Procedure without any remarks.
35. On 4 July 2013, the Appellant signed the Order of Procedure without any remarks.
36. The parties did not raise any procedural issues or objections in the course of the proceedings. They did not make any objections either with regard to the appointment of the Sole Arbitrator and more generally with regard to the proceedings held. The parties had full opportunity to present their case in the course of the proceedings and their right to be heard was duly respected.

#### IV. SUBMISSIONS OF THE PARTIES

##### A. Appellant

37. The Appellant's requests for relief in his statement of appeal – confirmed in his appeal brief - read as follows:

*"1. Oblige the player Sinmartean Lucian to pay to the Player's Agent Horoba Horatiu the commission owed according to the representation contract no. 2329/26.01.2010, as follows:*

*a) 95.000 Euros owed for the negotiations and concluding the Contract no. 315/10.02.2010 between the club S.C. Sporting Club S.A. Vaslui and the player Sinmartean Lucian;*

*b) 112.000 Euro owed for the negotiations and concluding the Contract no. 217/15.05.2012 between the club S.C. Sporting Club S.A. Vaslui and the player Sinmartean Lucian;*

*2. Oblige the player Sinmartean Lucian to pay to the Player's Agent Horoba Horatiu interests of 5%/year for the above-mentioned amounts starting with 3 August 2012 until the effective payment;*

*2. Oblige the player Sinmartean Lucian to pay to the Player's Agent Horoba Horatiu the procedural fees of 500 and 1000 Euros paid by the Appellant for the internal procedures;*

*3. Oblige the player Sinmartean Lucian to bear all the costs incurred for the Agent in the present procedure (administrative fee of CAS, costs of the arbitrators, expeditions, document translations, attorney's fee and others)".*

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

- According to the Representation Contract, the Respondent had to pay 10% of his gross annual salary to the Appellant, including the salaries he negotiated for the Respondent which were included in Employment Contract 2012; however, the Respondent failed to pay any of the amounts due and the Appellant claims a percentage over the amounts received by the Respondent in connection with the Employment Contract 2010 and 2012.

- The Appellant argues that the Employment Contract 2012 had been signed while the Representation Contract was still in force. Therefore, the Appellant avers that the Employment Contract 2012 and its financial annex had been signed on 18 November 2011.
- The Respondent owes the amount of total EUR 207,000.- to the Appellant based on the Representation Contract. In this respect, the Appellant claims that the amount of EUR 112,000.- is due since the negotiations were finalized on 18 November 2011 and the signing of the Employment Contract 2012 was a result of these negotiations.
- No infringement of the applicable player's agents' regulations was committed by the Appellant and, therefore, he is entitled to his remuneration in accordance with the Representation Contract. In this respect, the relevant decision-making bodies shall analyze several factual elements which led to the signature of the employment contracts signed between the Respondent and SC Sporting Club SA Vaslui.

*B. Respondent*

39. The Respondent's requests for relief in his answer read as follows:

*"1. To dismiss the appeal filed by Mr. Horatiu Horoba against the Decision no. 2/2013 of the Appeal Committee of the Romanian Football Federation (hereinafter referred to as the "RFF") and to uphold the latter decision;*

*2. To compel the Appellant to bear all the costs incurred for the Respondent by the appeal filed by Mr. Horatiu Horoba the Decision no. 2/2013 of the Appeal Committee of the RFF".*

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

- The Respondent requests that the CAS recognizes the limitation of the right to bring action with regard to the remuneration in the amount of EUR 95,000.-, since the Appellant filed untimely his claim before the RFF committees. Furthermore, the Respondent challenges the Appellant's involvement in the negotiations of both the Employment Contract 2010 and 2012.
- The Respondent also requests the dismissal of the appeal with regard to the remuneration in the amount of EUR 112,000.- as ungrounded, because the Representation Contract was no longer in force when the Employment Contract 2012 was signed and neither renewed.

**V. ADMISSIBILITY**

41. Article R49 of the Code provides as follows:

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

42. Article 36.17 of the RFF Regulations for the Status and Transfer of Football Players, provides as follows:

*“From their delivery the decisions of the RFF/PFL Appeal Commission are final and enforceable internally and may be appealed only before the Court of Arbitration for Sport, in 21 days following their communication”.*

43. In light of the above, considering that the statement of appeal was filed on 14 March 2013 and the Appealed Decision was notified to the parties on 21 February 2013, it follows that the appeal is admissible.

## VI. JURISDICTION

44. Article R47 of the Code provides as follows:

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

45. Articles 57 (3) and 58 (3) of the Statutes of the Romanian Football Federation provide:

*“57 (3) – Decisions delivered by the RFF Appeal Committee can be contested before the Court of Arbitration for Sport from Lausanne;”*

and

*“58 (3) – The Court of Arbitration for Sport from Lausanne has the capacity to resolve any litigation between FIFA, UEFA, regional confederations, national federations, leagues, clubs, players, officials, players’ agents or licensed match agents, if the Statutes of FIFA/UEFA/RFF do not foresee otherwise”.*

46. The Appealed Decision also provides that *“the Decision may be appealed against with CAS within 21 days as of its serving”*. Furthermore, the jurisdiction of CAS is confirmed by the Order of Procedure, which was duly signed by the parties.
47. Based on the foregoing it follows that CAS has jurisdiction to decide on the present dispute.



## VII. APPLICABLE LAW

48. Article R58 of the Code provides as follows:

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily [sic], 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”.*

49. According to Article 66 par. 2 of the FIFA Statutes, the provisions of the Code shall apply to the arbitral proceedings before the CAS. Pursuant to the same article, the CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
50. On 1 April 2013 the Appellant informed the CAS that, in his opinion, Swiss law and subsidiary Romanian law shall be applicable in the present matter. The Respondent did not express any opinion regarding the applicable law. Thus, the Sole Arbitrator is of the opinion that the parties have not agreed on the application of any specific national law.
51. Furthermore, the Sole Arbitrator is comforted in his position by the fact that, in the Representation Contract the parties agree to adhere to the statutes, regulations etc. of the FIFA and that in their respective submissions, the parties also refer to the FIFA’s regulations. As a result, the Sole Arbitrator considers that the FIFA Regulations shall apply primarily and Swiss law subsidiary.
52. Players' agents are licensed directly by the respective national association. In the present case, the Appellant is licensed by the Romanian Football Association. In view of the players’ agent relevance for the football world, FIFA has issued the FIFA Players’ Agents Regulations to govern their profession.
53. Article 1 par. 3 of the FIFA Players’ Agents Regulations (Edition 2008 (the “FIFA PAR”)) provides that the national football associations shall implement and enforce the FIFA PAR in accordance with the duties assigned in said Regulations within the national football regulations.
54. Article 19 par. 1 of the FIFA PAR stipulates that player’ agents conducting agency activity on behalf of a player or a club must have a written contract in place before they conduct any agency activity. This contract must contain the following minimum details: (i) the name of the parties, (ii) the duration, (iii) the remuneration due to the agent, (iv) the terms of payment, (v) the date of completion and (vi) the signature of the parties.
55. According to Article 19 par. 3 of the FIFA PAR, the representation contract is only valid for a maximum period of two years and it may be only extended in writing. The contract may not be tacitly prolonged.

56. Article 23 of the FIFA PAR further stipulates that every agent shall respect and adhere to the statutes, regulations, decisions and directives of the competent bodies of FIFA, confederation and the football associations as well as the governing law. Furthermore, agents have to ensure that every transaction concluded as a result of their involvements is in accordance with the aforementioned rules.

### VIII. MERITS

*A. Claim in the amount of EUR 95,000.-*

57. Pursuant to article 23 of the FIFA PAR, every agent has to ensure that his name, signature and the name of his client appear in any contract resulting from transactions in which he is involved. These provisions are without prejudice to the client's right to conclude an employment contract or a transfer agreement without the assistance of an agent.
58. The name of the Appellant does not appear in the Employment Contract 2010. It was the Appellant's duty to ensure that his name appeared in the contract he negotiated or helped to negotiate.
59. The Appellant has never denied that he is not mentioned in the Employment Contract 2010. Furthermore, he provided no evidence to prove that he negotiated the Employment Contract 2010 or was in any way involved in negotiations.
60. Apart from the fact that the Appellant failed to provide sufficient evidence for his involvement in the negotiations of the Employment Contract 2010 it is to mention that, according to Article 25 par. 5 of the FIFA Regulations on the Status and Transfer of Players (Edition 2007) (the "FIFA RSTP"), the RFF NDRC or a single judge shall not hear any case which is subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. The application of this time limit shall be examined ex officio in each individual case. The Employment Contract 2010 was signed on 10 February 2010. According to the Representation Contract the remuneration was payable at the start of an employment contract. As a consequence, the claim must have been settled until 10 February 2012 at the latest. Upon revision of the RFF file, it is clear that the Appellant brought an action for the first time on 11 October 2012. This was too late against the background of Article 25 par. 5 of the FIFA RSTP.
61. In view of these circumstances, the Sole Arbitrator dismisses the appeal with regard to the claim in the amount of EUR 95,000.-.

*B. Claim in the amount of EUR 112,000.-*

62. The Representation Contract was limited in time, from 23 December 2009 until 22 November 2011.

63. The Appellant contends that the Employment Contract 2012 was signed on 18 November 2011. This would mean that the Employment Contract 2012 was signed at a time when the Representation Contract still was in force.
64. It is apparent from the files that the Employment Contract 2012 between the Respondent and S.C. Sporting Club S.A. Vaslui was signed on 15 May 2012. At this time the Representation Contract was no longer in force.
65. The Appellant does not provide for any evidence that the Employment Contract 2012 was signed in November 2011 or that would allow to assume that the date of the Employment Contract 2012 is not correct. In the absence of any indications to the contrary it must be assumed that the date on the Employment Contract 2012 is correct and therefore the Employment Contract 2012 was in fact signed on 15 May 2012.
66. The Appellant should have either extended the Representation Contract or obtained another written approval by the Respondent that any of his efforts regarding the success of the negotiations will be recognised by the Respondent. Such extension of the Representation Contract would have been in particular necessary as the Appellant knew that the contract was limited in time. Consequently, the Appellant is not entitled to the alleged remuneration.
67. A licensed agent should know all formal requirements laid down in the FIFA PAR to perform his/her duties. These rules were established to protect agents, players and clubs. The formal requirements for a representation contract have to be fully satisfied. Otherwise, the involved parties will not be able to verify which person is contracted for representations and negotiations. For the purpose of a proper relationship between the parties, any breach of the rules stated in the FIFA PAR cannot be remedied. The Appellant was aware about these rules but nevertheless failed to comply with them. As a result, the Sole Arbitrator understands that the Appellant has to bear the respective consequences.
68. The provided Memorandum does not allow coming to another conclusion. It was only signed by the Appellant and S.C. Sporting Club S.A. Vaslui and therefore cannot substitute the missing representation contract between the Appellant and the Respondent. Furthermore, the terms of payment stated in the Memorandum differ from those in the Employment Contract 2012, especially the ones concerning the penalty and the special bonuses. The Appellant does not give a reason why the Employment Contract 2012 was signed nearly 6 months later using altered terms although the contractual parties jointly agreed on the terms of the Employment Contract 2012 in November 2011. Moreover, the Memorandum contains no phrase which would entitle the Appellant to remuneration.
69. The reasoning of the Appellant is not coherent. The Appellant alleges that he has negotiated the contract by supporting this argumentation with a newspaper article. Despite the Appellant's contention, it is apparent from this newspaper article that another agent, Anamaria Prodan, was representing the Respondent with regard to the Employment Agreement 2012 and negotiated the said agreement on his behalf. Based on this document and in the absence of any further evidences that would support the Appellant's claim, the Sole Arbitrator must conclude that the Appellant has not negotiated the Employment Agreement

2012 on behalf of the Respondent. Moreover, even if he actually represented the Respondent with regard to the Employment Agreement 2012, no written representation contract was provided that was effective at that time. Therefore, the Appellant is not entitled to the claimed remuneration.

*C. Conclusion*

70. Having taking into consideration all the facts, evidence and legal arguments, even if not directly referred to in the present award, made by the parties in their written submissions, the Sole Arbitrator considers the claims in the total amount of EUR 207,000.- as ungrounded. The Appellant was not able to supply proof that the Employment Contracts 2010 and 2012 were negotiations through him or that any negotiations were causal for the agreement signed between the Respondent and the S.C. Sporting Club S.A. With respect to the Employment Contract 2012, the Sole Arbitrator notes that at the time of its signature, the Representation Contract was no longer in force. Therefore, the Appellant's claim shall be dismissed.

**ON THESE GROUNDS**

**The Court of Arbitration for Sport hereby rules:**

1. The appeal filed by Mr. Horoba George Horatiu Virgil against the decision rendered by the Appeal committee of the Romanian Football Federation on 31 January 2013 is dismissed.
2. The decision rendered by the Appeal Committee of the Romanian Football Federation on 31 January 2013 is upheld.
3. (...).
4. (...).
5. Any other or further claims are dismissed.