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Court of Arbitration for Sport (CAS)

Mr Mathieu REEB

General Secretary

Chateau de Béthusy

Avenue de Beaumont 2

1012 Lausanne

Request for Arbitration (R38)

Ladies and Gentlemen,

In the matter of

Miami FC

1001 Brickell Bay Dr Suite 2310, Miami, FL 33131

Claimant 1

and

Kingston Stockade FC

4 Main St-Box 57, Hurley, NY 12443

Claimant 2

together "Claimants"

both represented by Jean-Louis Dupont and/or Dr Roberto Dallafior and/or Dr Martin Rauber and/or Martin/Hissel

c/o Dr Roberto Dallafior, Nater Dallafior Rechtsanwälte AG, Hottingerstrasse 21, P.O. Box, 8024 Zurich,

email: jld@jldupont.eu / dallafior@naterdallafior.ch / rauber@naterdallafior.ch /

m.hissel@elegis.be

versus

Nater Dallafior Rechtsanwälte AG
2 (24)

Fédération Internationale de Football Association ("FIFA")
FIFA-Strasse 20, P.O. Box, 8044 Zurich
Telephone: +41 43 222 77 77, Fax: +41 43 222 78 78

Respondent

concerning **breach of Respondent's Statutes and Regulations and Swiss law**

the undersigned and other counsel mentioned on page 1 of this Request for Arbitration, in the name and on behalf of Claimants, hereby submit the

REQUEST FOR ARBITRATION

in accordance with R38 of the Code of Sports-related Arbitration (hereinafter "**Code**") with the following

PRAYERS FOR RELIEF:

1. That it be declared that by not enforcing the principle of promotion and relegation as set forth in Article 9 of Respondent's regulations governing the application of the statutes in US football, Respondent violates Swiss law on associations and Swiss competition law;
2. That it be declared that it is mandatory for Respondent and for its members to implement the principle of promotion and relegation as set forth in Article 9 of Respondent's regulations governing the application of the statutes in US football;
3. That Respondent be ordered to implement the principle of promotion and relegation so that the champion of each national football league of the season during which this award is rendered shall be promoted to the next higher division;

in the alternative, that Respondent be ordered to implement the principle of promotion and relegation so that the champion of each national football

league of the season following the one during which this award is rendered shall be promoted to the next higher division;

4. That Respondent be ordered to take all measures necessary in order to implement the principle of promotion and relegation in US football;
5. That Respondent be ordered to bear all fees, costs and expenses of the arbitration proceedings and to fully indemnify Claimants for all costs incurred by them in connection with these proceedings (including the costs and expenses of the CAS and of the arbitrators as well as attorneys' fees, expert costs, if any, and lost executive time);

and the following

PROCEDURAL MOTIONS:

1. That the dispute be referred to arbitration under the Code before an arbitration panel composed of three arbitrators;
2. That the CAS shall consolidate these proceedings with the identical proceedings initiated by requests for arbitration filed today by Claimants against CONCACAF and the USSF;
3. That the arbitration panel takes notice of Claimants' reservation of rights to amend their prayers for relief during the course of the arbitration, in particular of the right to supplement their prayers for relief with a performance claim regarding payment of the amounts owed by Respondent to Claimants.

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I. Preliminary Remarks and Procedural Issues

A. Preliminary Remarks

- 1 The undersigned and other counsel mentioned on page 1 of this Request for Arbitration have been duly authorised by Claimant 1. They are further authorised to represent the interests of Claimant 2 in these arbitration proceedings.

Evid.: Power of Attorney provided by Miami FC, dated 2
August 2017

Exhibit C-1

Power of Attorney provided by Kingston Stockade FC

Exhibit C-2

- 2 As provided by R44.1 of the Code, Claimants reserve their right to complete, amend and/or extend their claims as well as to "*raise claims not contained in the request for arbitration (...)*" in the course of the arbitration proceedings and to bring additional claims to the extent allowed under the Code, in particular taking into account the contents of the CAS' decision regarding the procedural request for consolidation.

B. Parties

1. Claimants

- 3 Claimant 1 is a professional football club based in Miami, Florida. The club currently plays in the North American Soccer League (hereinafter "**NASL**"), together with seven other football clubs. The NASL was granted a second division status by the United States Soccer Federation (hereinafter "**USSF**"). The USSF granted the first division status to the Major League Soccer (hereinafter "**MLS**"), which comprises twenty football clubs.
- 4 Claimant 2 is a semi-professional football club based in Kingston, New York. The club currently competes in the National Premier Soccer League (hereinafter "**NPSL**"), which was granted a fourth division status by the USSF.

5 Claimants are represented in this arbitration by:

Jean-Louis Dupont and/or
Dr Roberto Dallafior and/or
Dr Martin Rauber and/or
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2. Respondent

6 Respondent is the world football governing body. Respondent is domiciled in Zurich, Switzerland.

Evid.: Extract from the Zurich Commercial Register regarding
FIFA

Exhibit C-3

3. Respondents of the other arbitration proceedings initiated by Claimants today

a) CONCACAF

7 The Confederation of North, Central American and Caribbean Association Football (hereinafter "**CONCACAF**") is the continental governing body for association football in North America, which includes Central America and the Caribbean region. CONCACAF is a member of Respondent and has its registered seat in Miami Beach, Florida.

Evid.: Extract from Wikipedia regarding CONCACAF

Exhibit C-4

b) USSF

8 The USSF, commonly referred to as U.S. Soccer, is the official governing body of the sport of football in the United States. It has its headquarters in Chicago, Illinois, and is also a member of Respondent. The USSF governs among others U.S. amateur and professional football. The USSF also administers and operates the Lamar Hunt U.S. Open Cup.

Evid.: Extract from Wikipedia regarding the USSF

Exhibit C-5

C. Payment of Court Office Fee

9 Claimants have paid the court office fee in accordance with R64.1.

Evid.: Proof of payment of court office fee, dated 28 July 2017

Exhibit C-6

D. Jurisdiction and Applicable Law

1. Jurisdiction of the CAS regarding Respondent

10 The CAS is competent to resolve disputes between Claimants and FIFA (Art. 57 para. 1 of the FIFA Statutes). Article 57 para. 1 of the FIFA Statutes reads as follows:

FIFA recognises the independent Court of Arbitration for Sport (CAS) (...) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, (...).

Evid.: FIFA Statutes

Exhibit C-7

11 When a legal action is filed against Respondent before a state court, Respondent systematically argues that Article 57 para. 1 of the FIFA Statutes constitutes a binding arbitration agreement.

12 Be it as it may, this provision constitutes at least an offer of Respondent to the clubs (etc.) to enter into an arbitration agreement providing for

jurisdiction of the CAS. Claimants hereby accept such offer by submitting a Request for Arbitration pursuant to R38 of the Code.

13 Moreover, USSF Bylaw 707, Section 3, states that

all disputes between FIFA and any (...) team (...) shall be submitted to CAS,
which shall have sole and exclusive jurisdiction over such dispute.

Evid.: USSF Bylaws

Exhibit C-8

14 It follows from the above that the CAS has jurisdiction over the dispute filed by Claimants against Respondent.

2. Jurisdiction of the CAS regarding CONCACAF

15 With regard to the jurisdiction of the CAS for the request for arbitration of Claimants against CONCACAF, reference is made to the CONCACAF Statutes, which provide for similar provisions as the above-mentioned article of the FIFA Statutes.

16 Pursuant to Article 52 of the CONCACAF Statutes

CONCACAF recognizes the jurisdiction of CAS.

Evid.: CONCACAF Statutes

Exhibit C-9

17 Moreover, Article 53 para. 1 of the CONCACAF Statutes provides that:

CAS shall have jurisdiction, to the exclusion of any ordinary court or any other court of arbitration, to deal with the following disputes in its capacity as an ordinary court of arbitration: a) disputes between CONCACAF and Member Associations, Leagues, Clubs (...).

Evid.: CONCACAF Statutes

Exhibit C-9

18 Based on the above-mentioned provisions, CONCACAF – like Respondent – at least offers to agree on arbitration proceedings before the CAS.

19 Consequently, the CAS also has jurisdiction over disputes filed by Claimants against CONCACAF.

3. Jurisdiction of the CAS regarding the USSF

20 Pursuant to USSF Bylaw 103

The Federation [*i.e.* the USSF] and its members are, to the extent permitted by governing law, obliged to respect the statutes, regulations, directives, and decisions of FIFA and of CONCACAF, and to ensure that these are likewise respected by their members.

Evid.: USSF Bylaws

Exhibit C-8

21 USSF Bylaw 212, Section 1, provides for a similar provision as USSF Bylaw 103:

Section 1. As a condition for obtaining and maintaining membership in the Federation, each Organization Member shall satisfy all of the following requirements:

(1) except as otherwise required by applicable law, comply with all Bylaws, policies and requirements of the Federation, and all statutes, regulations, directives and decisions of FIFA and CONCACAF, each as they may be amended or modified from time-to-time, to the extent applicable to that classification of Organization Member.

(...)

Evid.: USSF Bylaws

Exhibit C-8

22 Pursuant to Article 50 para. 1 of the CONCACAF Statutes

Each Member Association [*i.e.* including USSF] shall include in its statutes a provision whereby it, its Leagues, Clubs, (...) agree to respect at all times these Statutes, Regulations and decisions of CONCACAF (including the Code of Ethics), and to recognize the jurisdiction of CAS, as provided in these Statutes.

Evid.: CONCACAF Statutes

Exhibit C-9

23 In addition, Article 51 para. 1 of the CONCACAF Statutes provides that

Member Associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited from seeking adjudication of disputes in the Association or disputes affecting Leagues, Clubs (...) by ordinary courts of law, unless specifically provided for in these Statutes or FIFA Regulations (...). Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted Arbitration Tribunal recognized by CONCACAF and the Member Association or to CAS.

Evid.: CONCACAF Statutes

Exhibit C-9

24 Moreover, pursuant to Article 53 para. 1 of the CONCACAF Statutes

CAS shall have jurisdiction, to the exclusion of any ordinary court or any other court of arbitration, to deal with the following disputes in its capacity as an ordinary court of arbitration: a) (...); b) disputes between Member Associations, Leagues, Clubs (...).

Evid.: CONCACAF Statutes

Exhibit C-9

25 From the above-mentioned provisions it can be derived that the USSF is willing to accept jurisdiction of the CAS.

26 This is illustrated by Article 55 lit. c of the CONCACAF Statutes that expressly state under what circumstances the CAS shall not be competent:

CAS is not competent to deal with:

(...)

c) awards issued by an independent and impartial court of arbitration in a dispute of national dimension arising from the application of the statutes or regulations of a Member Association.

Evid.: CONCACAF Statutes

Exhibit C-9

27 It follows from the above that the CAS has jurisdiction over disputes brought by Claimants against the USSF, in particular when they have an international dimension.

4. Applicable Law

28 R45 of the Code states that

The Panel shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such choice, according to Swiss law. The parties may authorize the Panel to decide *ex aequo et bono*.

29 Neither Respondent's Statutes and regulations, nor the CONCACAF Statutes, nor the USSF Bylaws provide for a provision from which it could be derived that the parties agreed on the applicable law. It follows that the Panel shall decide the dispute based on the Statutes and regulations of Respondent, CONCACAF and the USSF and – in addition – according to Swiss law.

30 Claimants hereby do ***not*** authorize the Panel to decide *ex aequo et bono*.

E. Language and Seat of Arbitration

31 Pursuant to R28 of the Code, the seat of the Panel is Lausanne, Switzerland. Moreover and in compliance with R29 of the Code, the arbitration proceedings are to be conducted in English.

F. Number of Arbitrators

32 R40.1 of the Code states as follows:

The Panel is composed of one or three arbitrators. If the arbitration agreement does not specify the number of arbitrators, the President of the Division shall determine the number, taking into account the circumstances of the case. The Division President may choose to appoint a Sole arbitrator when the Claimant so requests and the Respondent does not pay its share of the advance of costs within the time limit fixed by the CAS Court Office.

33 In the present matter, Claimants deem necessary that the Arbitration Panel be composed of three arbitrators.

G. Appointment of an Arbitrator

34 Claimants appoint Mr J. Félix de Luis y Lorenzo as an arbitrator.

H. Request for Consolidation

35 Today, Claimants file substantially identical requests for arbitration against Respondent and

- against CONCACAF; and
- against the USSF.

36 Claimants request the CAS to consolidate these three arbitration proceedings pursuant to R39 *in fine* of the Code. This provision states as follows:

Where a party files a request for arbitration related to an arbitration agreement and facts similar to those which are the subject of a pending ordinary procedure before CAS, the President of the Panel, or if she/he has not yet been appointed, the President of the Division, may, after consulting the parties, decide to consolidate the two procedures.

37 The above conditions for consolidating the proceedings against Respondent, CONCACAF and the USSF are fulfilled in the present case:

38 The disputes against Respondent, CONCACAF and the USSF are based on three different arbitration clauses (*cf.* above, para. 10 et seq.). However, these three clauses all provide for the CAS as arbitral tribunal and are all based on Respondent's Statutes and regulations and all reflect the intention to submit all disputes relating to football exclusively to the CAS.

39 In addition, the facts and the issues of the cases are identical, *i.e.* the non-respect of the "principle of promotion and relegation" in US Soccer provided for by the FIFA Statutes and, as a consequence, the lack of possibility for Claimants to "climb the football ladder" up to the MLS and therefore to participate in CONCACAF and FIFA club competitions (*cf.* hereinafter, para. 44 et seq.).

40 Finally, the implementation of the prayers for relief as submitted by Claimants requires a coordinated intervention of all respondents.

41 For all these reasons, Claimants request the CAS to consolidate the three arbitration proceedings initiated separately against Respondent, CONCACAF and the USSF.

42 Moreover, and to facilitate readability of this Request for Arbitration, the brief statement of the facts and of the legal arguments set out hereinafter addresses not only Respondent's role but also the role of the respondents in the other two arbitration proceedings (CONCACAF and the USSF).

II. Claimants' Claim against Respondent, CONCACAF and the USSF

43 In the following paragraphs, Claimants present a brief statement of the facts and legal arguments, including a statement of the issue to be submitted to the CAS for determination as required by R38 of the Code. Claimants expressly reserve their right to file a detailed statement of claim and to modify, amend and/or supplement therein the statements made in this Request for Arbitration.

A. As to the Facts

44 MLS, NASL, the United Soccer League (hereinafter "**USL**"), the Premier Development League (hereinafter "**PDL**") as well as NPSL are so-called "closed leagues". This means that there are no football clubs joining or leaving these leagues, in particular the MLS, for (primarily) sporting reasons based on the merits. Consequently, the NASL champion is not promoted to the MLS and – vice versa – the football club positioned on the last rank of the MLS is not relegated to the NASL at the end of the season. The same applies to the NPSL, since clubs participating in this league, such as Claimant 2, do not have the possibility to be promoted to a higher football league for (primarily) sporting reasons based on the merits.

45 Rather, a football club must obtain a franchise from the MLS in order to be allowed to join the first division league of the MLS. Such a franchise requires an investment of an entry fee in the range of USD 200 million. The

same is valid in every soccer league in the United States (MLS, USL, NASL, NPSL, PDL): on any level, a team cannot be promoted or relegated to the higher or lower division for (primarily) sporting reasons based on the merits.

- 46 Each year, Respondent organises the FIFA Club World Cup, an international football competition amongst the champions of the six football confederations (the AFC Champions League, the CAF Champions League, the CONCACAF Champions League, the Copa Libertadores, the OFC Champions League and the UEFA Champions League) of such year along with the host nation's national champion.
- 47 The team of CONCACAF qualifying for the FIFA Club World Cup is the team that wins the CONCACAF Champions League conducted every year.
- 48 Only four US- and Canada-based football clubs can qualify for this international competition and – in case of victory – qualify for the FIFA Club World Cup. In general terms, it is necessary to have the chance to play in the MLS in order to have the chance to qualify for the international competitions. This is not possible for the vast majority of football clubs since they cannot be promoted to the MLS for (primarily) sporting reasons. In particular, these four clubs are the following:
- the MLS Cup champion (from the MLS);
 - the Supporters' Shield champion (from the MLS);
 - the conference regular-season winner (from the MLS); and
 - the Lamar Hunt U.S. Open Cup champion (theoretically any football club from any league but, *de facto* and historically, another club of the MLS; in fact and since the MLS was introduced in 1996 as "closed league", only one non-MLS team won this competition [in 1999, *i.e.* 18 years ago] whereas in the other 21 editions of this competition, the winning team came from the MLS).
- 49 Respondent, CONCACAF and the USSF implement this system of the MLS as "closed league". By implementing and enforcing the closed league system, Respondent, CONCACAF and the USSF deprive Claimants of any (realistic) chance to "climb the football ladder". In general, teams from other

(lower) national championships, in particular the NASL, where Claimant 1 plays, the USL, or the NPSL, where Claimant 2 plays, have no chance to win the MLS through sporting merits. Consequently, teams from other divisions than the MLS have *de facto* no realistic chance to qualify for any international club competition.

50 In conclusion, the disregard of the "principle of promotion and relegation" in US Soccer has the effect of depriving Claimants of any right (and in addition of any chance) to access the "US premium club market", the "CONCACAF premium club market" and the "FIFA premium club market".

51 As outlined above and due to the pyramidal organisation of international football competitions, the non-application and non-enforcement of the "principle of promotion and relegation" impacts Claimant 1 on a national (no chance of winning the MLS championship through sporting merits), continental (only theoretical chances of winning the CONCACAF Champions League) as well as on a global level (*de facto* no possibility to qualify for the FIFA Club World Cup). The same applies *a fortiori* to Claimant 2.

52 The non-application and non-enforcement of the "principle of promotion and relegation" in the United States causes severe financial damage to Claimants. This non-application committed by Respondent and CONCACAF is even more strange since in the other federations affiliated to them this "principle of promotion and relegation" is well established and enforced.

B. Legal Basis of the Claim

1. Extracts from the relevant FIFA, CONCACAF and USSF rules

53 Article 9 of FIFA's "regulations governing the application of the statutes" states as follows (emphasis added):

1. A club's entitlement to take part in a domestic league championship shall depend principally on sporting merit. A club shall qualify for a domestic league championship by remaining in a certain division or by being promoted or relegated to another at the end of a season.

2. In addition to qualification on sporting merit, a club's participation in a domestic league championship may be subject to other criteria within the scope of the licensing procedure, whereby the emphasis is on sporting, infrastructural, administrative, legal and financial considerations. Licensing decisions must be able to be examined by the member association's body of appeal. (...).

Evid.: FIFA Statutes

Exhibit C-7

54 Several articles of the CONCACAF Statutes ensure the compliance with the aforementioned provision of FIFA's "regulations governing the application of the statutes", thereby enshrining the obligation to respect the "principle of promotion and relegation" within their territory and for their members:

- Article 2 ("Objectives") of the CONCACAF Statutes states as follows:

The objectives of CONCACAF are:

(...);

e) to ensure that the bodies and Officials of CONCACAF and its Member Associations observe the statutes, regulations, decisions, disciplinary code and code of ethics of each of FIFA and CONCACAF;

f) to organize and manage international Football competitions in the North American, Central American and Caribbean regions; (...).

- Article 12.1 ("Obligations of Member Associations") of the CONCACAF Statutes states as follows:

A Member Association has the following obligations:

to comply fully with the statutes, regulations and decisions of FIFA and CONCACAF as applicable to Member Associations at all times (including the FIFA code of ethics and the Code of Ethics) and to ensure that these are also respected by its own members, Leagues, Clubs, Officials and Players as applicable to them; (...).

Evid.: CONCACAF Statutes

Exhibit C-9

55 The USSF Bylaws contain provisions that aim at and ensure compliance with the above-listed provisions of the FIFA Statutes and regulations. As a consequence, the USSF obliges itself and its members to respect the "principle of promotion and relegation". In particular:

- USSF Bylaw 103, section 1, states as follows:

The Federation is the national association member of the Federation International de Football Association for the United States, having been a member of FIFA since 1913. The Federation is also a member of the Confederation of North, Central America and Caribbean Association Football ("CONCACAF"). The Federation and its members are, to the extent permitted by governing law, obliged to respect the statutes, regulations, directives, and decisions of FIFA and of CONCACAF, and to ensure that these are likewise respected by its members. The Federation is further obligated to recognize the FIFA International Match Calendar.

- Regarding the leagues, USSF Bylaw 212, sections 1 and 2, state as follows:

Section 1

Each Organization Member shall satisfy all of the following requirements:

except as otherwise required by applicable law, comply with all Bylaws, policies and requirements of the Federation, and all statutes, regulations, directives and decisions of FIFA and CONCACAF, to the extent applicable to that classification of Organization Member. (...)

Evid.: USSF Bylaws

Exhibit C-8

56 It follows from the provisions outlined above that Respondent stipulates the "principle of promotion and relegation" for national championships. Moreover, Respondent obliges its affiliates to comply with the FIFA Statutes and other regulations and to implement them, in particular the "principle of promotion and relegation", into their own statutes, bylaws and/or regulations.

- 57 As a consequence, provisions can be found in the CONCACAF Statutes and the USSF Bylaws accepting the rules stipulated by the FIFA Statutes and other regulations and obliging their members to respect them as well.
- 58 To sum up, Respondent, CONCACAF and the USSF as well as the MLS, the NASL and the NPSL are – in organising national football championships – obliged to respect the "principle of promotion and relegation". Moreover, Respondent, CONCACAF and the USSF as supervisory authorities are obliged to ensure that this principle is enforced in their respective territory, *i.e.* Respondent on a global level, CONCACAF on a regional level, and the USSF on a national level. Since the football leagues, and in particular the MLS, the NASL, the USL and the NPSL, are organised as closed leagues, Respondent, CONCACAF and the USSF violate the "principle of promotion and relegation" by maintaining, supporting and even enforcing actively this situation.

2. Swiss law on associations

- 59 Respondent is an association pursuant to Articles 60 *et seq.* of the Swiss Civil Code. A (direct or indirect) member of Respondent has the right to participate in football competitions organised and executed in compliance with the FIFA Statutes and regulations, and therefore in particular in national championships where the "principle of promotion and relegation" applies.
- 60 The non-admission of Claimant 1 to the MLS or the lack of a chance to being promoted to the MLS for mainly sporting reasons (and therefore the refusal to access the sports competition in the first division league) constitutes a violation of the association member's rights, which is subject to judicial control. The same applies to Claimant 2.
- 61 The Swiss Federal Supreme Court held that (ATF 118 II 12, consid. 2b; informal translation from French):

(...) the second ensure access to the competition in the form and periods/deadlines provided by the regulations; they have a judicial character and may be subject to judicial control.

62 By implementing, supporting and enforcing actively the closed leagues in United States soccer and in particular the MLS, the NASL, the USL and the NPSL as closed league, Respondent violates Claimants' right as indirect members of the association to participate in sports competitions pursuant to the FIFA Statutes and regulations and therefore to use the football system established based on the rules of Respondent.

63 CONCACAF and the USSF actively contribute to this violation. This qualifies as serious violation of their obligations to comply with the FIFA Statutes and regulations.

64 In addition, pursuant to Swiss doctrine and jurisprudence, the obligation to treat all (direct and indirect) members of an association equally is a tacit principle of Swiss law on associations. For instance, MEIER/DE LUZE argue that (MEIER/DE LUZE, Droit des personnes, Articles 11-89a CC para. 1160):

The association's members are protected by certain legal or non-written privileges that aim at protecting their interests:

(...)

- the members' right to be treated equally among each other.

65 By implementing, supporting and enforcing actively the US football system with the closed leagues, in particular of the MLS, the NASL, the USL and the NPSL, Respondent discriminates North American football clubs, since it tolerates a system that allows teams to play in the first division championship irrespective of their sporting merits, whereas in the rest of the world clubs are "treated equally" in the sense that they are entitled to climb the "football ladder" based on their sporting merits.

3. Swiss competition law

66 Respondent, CONCACAF and the USSF are dominant undertakings in the sense of the Swiss Cartel Act since they are monopolists regarding the organisation of football competitions in their respective region (Respondent on a global, CONCACAF on a regional and the USSF on a national level).

- 67 A dominant undertaking acts unlawfully pursuant to Article 7 of the Swiss Cartel Act (hereinafter "CartA") if it hinders other undertakings from accessing or exercising competition without objective reason.
- 68 By not applying and/or enforcing the "principle of promotion and relegation" contained in their own statutes and regulations, Respondent, CONCACAF and the USSF restrict competition, affecting Claimants and having effects also in Switzerland.
- 69 As a result, Respondent, CONCACAF and the USSF abuse their dominant position in the sense of Article 7 CartA. They are, pursuant to Article 7 CartA and in particular in light of the FIFA Club World Cup, not allowed to set up or tolerate national, continental or global football championships that are not organised based on the "principle of promotion and relegation", *i.e.* mainly on sporting merits.

III. Issue submitted to the CAS and Prayers for Relief

- 70 Based on the brief statement of facts and legal arguments outlined above, Claimants submit to the CAS the issue of the illegality of Respondent's, CONCACAF's and the USSF's behaviour consisting in the non-enforcement of the principle of promotion and relegation in US football (and therefore as well in CONCACAF's and Respondent's club competitions as far as US and Canadian football clubs are concerned).
- 71 In this context, Claimants submit the following (aggregated) prayers for relief:
- that it be declared that by not enforcing the "principle of promotion and relegation", FIFA, CONCACAF and the USSF violate Swiss law on associations (access to sport competitions and principle of equal treatment) and Swiss competition law (abuse of dominant position) (Prayer for Relief No. 1);
 - that it be declared that it is mandatory for FIFA, CONCACAF and the USSF (and as a consequence for its members) to implement the "principle of promotion and relegation" as set forth in Article 9 of FIFA's "regulations governing the application of the statutes" in US football (Prayer for Relief No. 2);

- that FIFA, CONCACAF and the USSF be ordered to implement the "principle of promotion and relegation" so that the champion of each national football league of the season during which this award is rendered shall be promoted to the next higher division (Prayer for Relief No. 3);
 - in the alternative, that FIFA, CONCACAF and the USSF be ordered to implement the "principle of promotion and relegation" so that the champion of each national football league of the season following the one during which this award is rendered shall be promoted to the next higher division (Prayer for Relief No. 3);
 - that FIFA, CONCACAF and the USSF be ordered to take all measures necessary in order to implement the "principle of promotion and relegation" in US football (Prayer for Relief No. 4);
 - finally, that FIFA, CONCACAF and the USSF shall bear all fees, costs and expenses in connection with this arbitration, including Claimants' costs for legal representation (Prayer for Relief No. 7).
- 72 Claimants reserve their rights to amend and/or extend their claims in the course of the arbitration proceedings and to bring additional claims to the extent allowed under the Code.

For all these reasons, Claimants submit that the dispute be referred to arbitration and respectfully request that arbitration proceedings be initiated in accordance with the Code.

Yours faithfully,



Roberto Dallafior

Exhibits as per separate list of exhibits

List of Exhibits

List of Claimants' fact exhibits

- Exhibit C-1: Power of Attorney provided by Miami FC, dated 2 August 2017
- Exhibit C-2: Power of Attorney provided by Kingston Stockade FC
- Exhibit C-3: Extract from the Zurich Commercial Register regarding FIFA
- Exhibit C-4: Extract from Wikipedia regarding CONCACAF
- Exhibit C-5: Extract from Wikipedia regarding the USSF
- Exhibit C-6: Proof of payment of court office fee, dated 28 July 2017
- Exhibit C-7: FIFA Statutes
- Exhibit C-8: USSF Bylaws
- Exhibit C-9: CONCACAF Statutes