

VIA E-MAIL

KS Luftetari
rigelsmalile@yahoo.com
dritan_loloci@yahoo.com
gentiannora@hotmail.com
kfluftetari@gmail.com

Mr Marco Aurelio Ribeiro Barbieri
c/o Mr Loizos Hadjidemetriou,
loizos@hlaw.com.cy

Zurich, 30 January 2020

Player Marco Aurelio Ribeiro Barbieri, Brazil / Club KS Luftetari, Albania
Ref. Nr. 18-01530/gra *(please indicate this reference in all future correspondence)*

Dear Madam / Sir,

We refer to the above-mentioned matter and, in particular, to the findings of the decision passed by the Dispute Resolution Chamber (DRC) judge on 17 September 2019 as well as to our previous correspondence dated 9 December 2019.

In this respect, we acknowledge receipt of the communication of the player, by means of which he confirmed to have reached an amicable settlement.

Consequently, we kindly inform KS Luftetari, that the ban imposed on it in line with point 7. of the aforementioned decision is now lifted.

Finally, we kindly inform both parties that we will now proceed to the closure of the present matter.

We thank you for your kind attention to the above.

Yours faithfully,
On behalf of the
Dispute Resolution Chamber



Martin Granát
Legal Counsel
Players' Status

Encl. as mentioned
Copy: The Football Association of Albania (fshf@fshf.al)

Granat, Martin (FIFA)

From: Loizos Hadjidemetriou <loizos@lhlaw.com.cy>
Sent: Donnerstag, 30. Januar 2020 14:44
To: Players' Status Department (FIFA)
Cc: rigelsmalile@yahoo.com; dritan_loloci@yahoo.com; gentiannora@hotmail.com; kfluftetari@gmail.com
Subject: RE: Ref. Nr. 18-01530/gra - Player Marco Aurelio Ribeiro Barbieri, Brazil / Club KS Luftetari, Albania
Attachments: FINAL SETTLEMENT.pdf

Dear sirs,

Sending attached a settlement agreement reached between the parties concerning the FIFA DRC award. The Claimant kindly asks the FIFA PSD to lift the transfer ban imposed on the club.

Kind Regards,

Loizos Hadjidemetriou

From: Loizos Hadjidemetriou
Sent: Tuesday, December 3, 2019 3:51 PM
To: FIFA PSD
Cc: 'rigelsmalile@yahoo.com'; 'dritan_loloci@yahoo.com'; 'gentiannora@hotmail.com'; 'kfluftetari@gmail.com'
Subject: Ref. Nr. 18-01530/gra - Player Marco Aurelio Ribeiro Barbieri, Brazil / Club KS Luftetari, Albania

Dear sirs,

Please see the letter sent attached.

Kind Regards,

LOIZOS HADJIDEMETRIOU & ASSOCIATES LLC
34 Kosti Palama Street, "Aspelia" Court, 4th Floor
Office D4, 1096, Nicosia
Cyprus

P.O. Box 23541, 1684, Cyprus

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SETTLEMENT AGREEMENT

The present agreement is made today, 30/01/2020, between:

MARCO AURELIO RIBEIRO BARBIERI from Brazil (*the Player*)

AND

FOOTBALL CLUB K. S. LUFTETARI, a club from Albania (*the Club*).

BECAUSE according to the FIFA DRC award in case no. 18-01530/gra the Club was ordered to pay the Player due payables of €12,697.44 plus interest as mentioned in the award as well as compensation of €54,000 plus 5% interest since 07/08/2018
AND

BECAUSE the Club did not comply with the payment of the FIFA DRC award in the deadline stipulated in the award AND

BECAUSE on 09/12/2019 the Club was sanctioned by FIFA with a transfer ban due to its non-compliance with the FIFA DRC award AND

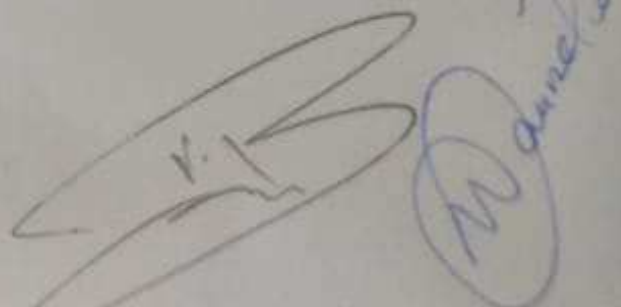
BECAUSE the Parties wish to enter into a settlement agreement concerning the payment of the FIFA DRC award,

THEY AGREE AS FOLLOWS:

1. The preamble of the present agreement constitutes an integrated part of it.
2. Under the condition stipulated in paragraph 4 below, the Player shall accept the payment of the total amount of €50,000 (Fifty Thousand EUR) net as full and final settlement of the FIFA DRC award. This amount shall be paid by the Club as follows:
 - i. €10,000 has been paid prior to the signing of the present agreement
 - ii. €10,000 by 10/02/2020
 - iii. €30,000 in 10 instalments of €3,000 each paid on the first day of each month from March 2020 until December 2020
3. All payments shall be made to the bank account of the Player's legal counsel, the details of which are as follows:

Bank of Cyprus

Acc. No.: 357006620944
SWIFT / BIC: BCYPCY2N
IBAN no.: CY39002001950000357006620944
Beneficiary: LOIZOS HADJIDEMETRIOU & ASSOCIATES LLC CLIENTS' ACCOUNT



Two handwritten signatures are present at the bottom right of the document. The first signature is a large, stylized signature in black ink. The second signature is a smaller, more legible signature in blue ink, appearing to read 'M. Ribeiro'.

4. Should the Club fail to timely pay any of the instalments mentioned in paragraphs 2(ii) and 2(iii) the present agreement shall be automatically terminated and all remaining amounts shall be immediately due and payable.
5. Should the Club fail to timely pay any of the instalments mentioned in paragraphs 2(ii) and 2(iii), a penalty of €25,000 shall be imposed on the Club. This penalty shall have to be paid within 5 days since the breach.
6. All amounts mentioned above are net of social securities, income tax and any other taxation and/or contributions. It is the Club's obligation to pay for any such taxes and/or contributions.
7. Any dispute arising out of the present agreement shall fall within the exclusive jurisdiction of the FIFA DRC.
8. The present constitutes a full settlement of the FIFA DRC award and the Player shall have no further demands and/or claims against the Club, other than the ones arising out of the present agreement.



THE PLAYER

THE CLUB
(stamp)

