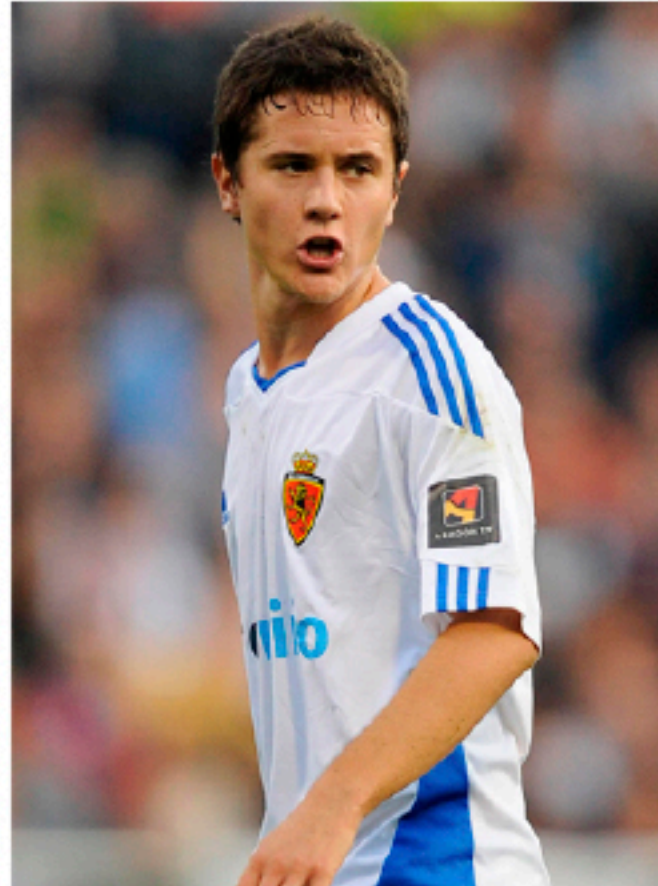
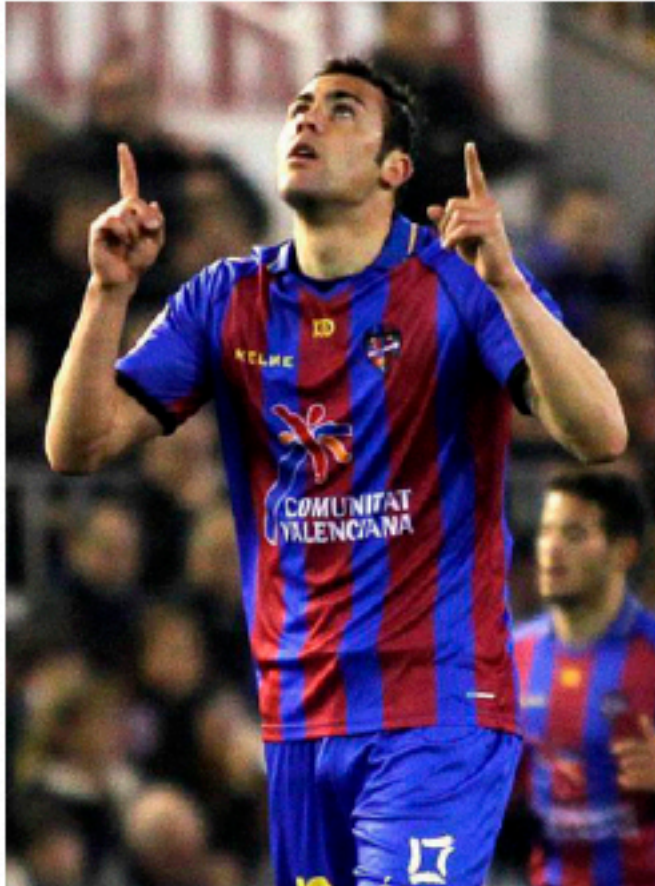




## Judge Rules Players and Coach Not Guilty in the Most Famous Match-Fixing Case in Spain



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→ Match-fixing - Spanish Professional Football League (LaLiga) - National Court - Criminal law - Criminal proceedings - Evidence

Valencia Criminal Court no. 9, 9 December 2019,  
Decision no. 454/2019, Levante - Zaragoza

Picture: Vicente IBORRA & Ander HERRERA

The Criminal Court number 9 of Valencia issued on 9 December 2019 a "not guilty" verdict, concluding that there was not enough evidence to convict the former coach of Real Zaragoza, Javier AGUIRRE, and the vast majority of the players of the said team and UD Levante, who took part in the match played between the two teams on the last day of the 2010-2011 season. The match was won by Zaragoza (1-2), avoiding relegation to the second division. Deportivo de La Coruna was relegated as a result.

However, the judge convicted two former Zaragoza officials of fraud, the then-President Agapito IGLESIAS and the club's financial director Javier PORQUERA. They were given a one-year, three-month prison sentence, although they are not likely to face jail time because sentences of less than two years for first-time offenders are often suspended in Spain.

Thirty-six players were on trial, the eighteen called by each team for that match.

Among the players on trial were Ander HERRERA, the former Manchester United player now with Paris Saint-Germain, former Leicester City midfielder Vicente IBORRA, former Atletico Madrid captain Gabi FERNANDEZ, River Plate midfielder Leonardo PONZIO, Serbian defender Ivan OBRADOVIC, Lazio forward Felipe CAICEDO, Italian defender Maurizio LANZARO and Uruguayan and former Middlesbrough striker Cristhian STUANI.

All of them were facing two years in prison and a six-year ban from football.

**“Thirty-six players were on trial, the eighteen called by each team for that match”**

The investigation began after the then vice President of LaLiga Javier TEBAS, close to being elected as President, denounced the alleged match-fixing, stating that a former player and client of his law

firm told him that the result had been fixed through a system based on bonuses paid to the players of Zaragoza who immediately would have given back the amounts to Zaragoza's President in order to provide him with enough black money.

According to the prosecutors, up to nine players of Real Zaragoza (including Toni DOBLAS, Maurizio LANZARO, Ander HERRERA, Paulo DA SILVA, BRAULIO, Leonardo PONZIO, Jorge LOPEZ and Carlos Diogo), as well as the Mexican coach Javier AGUIRRE and the sporting director Antonio PRIETO, received money in their bank accounts that they later withdrew and returned to their President, Agapito IGLESIAS, in cash.

At this point, the contradiction between them was flagrant because former Zaragoza officials maintained that the players never gave back that money, which was paid to motivate players, as an advance of the goal of maintaining in first division; if they stay, such bonus would come consolidated,





if they were relegated, that money should be applied to the important salary debts owed to the players during that season.

It is important to mention that *Real Zaragoza* was about to file an application for insolvency proceedings, which according to Spanish Law entails that the executive powers of *Real Zaragoza* officials should be intervened and all the money frozen in order to face the administration costs and the club's debts.

These funds (EUR 965,000) have never been tracked, but for the investigators it was striking that the players of the *Levante* squad enjoyed, for the most part, a suspiciously cheap holiday that summer.

In order to obtain evidence of the funds, prosecutors requested from the Spanish Tax Agency a report analysing the account management of *Levante's* players three months after the match and the expenses they had in their accounts the previous season.

While in 2011 - allegedly with the money for the fixed result - there were very few expenses, the previous year the expenses were of more than EUR 200,000 in up to three cases - *Gustavo MUNUA*, *Felipe CAICEDO* and *Jefferson MONTERO*. From over EUR 200,000 in expenses, the next year their expenses fell to just EUR 300, EUR 3,290 and EUR 7,000 euros, respectively.

However, the differences in the rest of the cases vary extremely.

Some of the players explained such a difference because of different reasons: trips abroad - not all the accounts out of Spain were investigated -, cash given as wedding presents, or holidays in their parent's house.

The lack of consistency of the results of such analysis drove the judge to consider that there was not enough circumstantial evidence to establish a clear link between the money withdrawn from the *Real Zaragoza* players' bank accounts and the expenses reduction in *Levante* player's post-match summer.

**“ The lack of consistency of the results of such analysis drove the judge to consider that there was not enough circumstantial evidence ”**

On the same grounds, the investigator judge had already decided the closure of the case in the previous phase to the trial. However, the public prosecutor of the case, *Pablo PONCE*, fought against this closure of the case and appealed to the Provincial Court of Valencia, which agreed and brought all of those investigated to trial.

Moreover, the investigator judge understood that it was also a plausible hypothesis that such black money was used for other purposes, such as for preparing the insolvency proceeding that were finally applied three weeks after the match at stake or simply recovering (before it was opened) part of the money invested by the President in the club.

Other facts taken into account in the judgment were the witness statements of the match referee and *Levante's* President and former coach, who declared that they did not see anything strange or irregular in respect of that match, especially because everybody was aware of the rumours regarding a possible fix.

Additionally, what was more decisive was that at no point was it explained or proved who and how the money was brought to the *Levante's* players, which of the players received the money and distributed it, and what amount was received by each player. There were simply too many gaps to convict anyone of such a serious crime.

This decision closes a process of almost a decade talking about match-fixing in Spanish football and leaves us with this reality: fewer and fewer matches are rigged, but the focus must now be on gambling.

*LaLiga* said in a statement that it respected the judicial decision and it would continue to fight against any type of match-fixing in its competitions.

At present, no one has stated their intention to appeal the decision.





## Spanish Super Cup Makeover



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→ Spanish Professional Football League (LaLiga) - Spanish Football Federation (RFEF) - Saudi Arabian Football Federation (SAFF) - National Court - FIFA Regulations

*In its constant attempts to globalize its brand and to make Spanish football renowned all over the world, the Spanish Football Federation (RFEF) has taken an unprecedented step. An extreme makeover to the format of the Spanish Super Cup was decided and will be implemented starting from the 2019-2020 season.*

It is well established that the Super Cup is a competition that declares the beginning of a season and is usually played prior to the first game of the national league. However, this season and at least until the 2021-2022 season, the RFEF has decided to organize the competition during the month of January.

Furthermore, the competition used to be held between the holder of the national league title against the holder of the national cup title. This format is now going to change. The competition will be composed of four clubs which are the winners and the runners up of both the national league and the national cup. They will be competing against each other in a single-leg semi-final. The winners of the semi-final will play a final game to bring the trophy back to Spain.

Therefore, the whole competition will not be held in Spain. The RFEF has signed a three-year deal with the Saudi Arabian Football Federation (SAFF) to host the competition in its new format.

There are various reasons behind this initiative, first of all the RFEF had announced earlier this year its intention to launch a joint bid along with Portugal to host the 2030 FIFA World Cup. This will help Spain strengthen its relationship with other countries which would ultimately help both countries to win the bid, as stipulated in the RFEF's announcement that the competition will be held in Saudi Arabia.

Secondly, the competition that will be held at the *King Abdullah Sports City* stadium in Jeddah will reportedly earn the RFEF between GBP 29 and 34 million (between approx. EUR 35 and 41 million) a year from the three-year deal.

Third, the exposure obtained from such event will also have a positive impact on the RFEF and the clubs competing in the competition themselves.

This is not the first time that a football federation will play its Super Cup abroad, and it will not be the last. Many countries adopt this path for commercial and

marketing reasons. For example, Italy was a world leader in terms of this initiative. The Italian Super Cup was played in 1993 in Washington D.C. Ten years later, it was held in Libya and since then it has been played in several other countries including China, Qatar and in addition, Saudi Arabia.

The RFEF also organized the Spanish Super Cup for the 2018-2019 season in Tangier, Morocco, although not in this new format.

Despite the RFEF's efforts to expand its market value and the viewership of its competitions, it has continuously refused to allow matches of its national league (*LaLiga Santander*) to be played outside the borders of Spain.

However, an agreement was entered into between *LaLiga Santander* and *Relevant Sports* - a US sports and entertainment company backed by *Miami Dolphins* owner *Stephen Ross* in 2018.

This agreement provides, among other things, for matches of *LaLiga Santander* to be played in the US every season for 15 years.

According to the FIFA Regulations Governing International Matches, for the purposes of authorization, any match or competition played between two teams belonging to the same member association (such as the RFEF) but in a third country shall be recognized as an international match or competition.

Article 71 of the currently applicable FIFA Statutes, provides that no international match or competition shall take place without the prior permission of FIFA, the confederations and/or the member associations in accordance with the Regulations Governing International Matches. It also states that FIFA may make the





final decision on the authorization of any international match or competition.

Further, Article 73 of the FIFA Statutes provides that associations, leagues (such as *LaLiga Santander*) or clubs that are affiliated to a member association may only join another member association or take part in competitions on that member association's territory under exceptional circumstances. In each case, authorization must be given by both member associations, the respective confederation(s) and by FIFA.

Accordingly, and by applying the aforementioned regulations, in order for a game of *LaLiga Santander* to be played in the US, approval of such decision needs to be obtained by *LaLiga* from FIFA, UEFA, CONCACAF, US Soccer and the RFEF.

*LaLiga* filed a complaint against the RFEF last year over its refusal to authorize *LaLiga* playing matches outside the Spanish borders, claiming that the RFEF did not have the authority to prevent the matches from being played abroad. The case will be heard in February 2020 in Madrid.

However, it was stated in several media reports that FIFA President *Gianni Infantino* opposed the idea of playing national league matches outside the borders of the relevant country.

This means that even if the Spanish local court confirms the right of *LaLiga* to hold matches outside Spain, FIFA may still refuse which might lead to another case, but this time before the Court of Arbitration for Sport (CAS) between *LaLiga* and FIFA.

## Women Football Players on Strike During Negotiation of Collective Bargaining Agreement



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→ Women's football - Collective Bargaining Agreement (CBA) - Salaries - Players' Union - Labour dispute

*Players in the Spanish women's First Division decided to go on strike after failing to reach an agreement with clubs over working hours and minimum wages.*

This was not a foreseeable scenario 10 years ago, but the growth of women's football in Spain in the last few years has completely exceeded the most optimistic expectations.

In the last few years, the professionalization of football in all areas has changed the topics for discussion rapidly and during this 2019-2020 season alone, the lack of answers from the establishment towards women's football crystallised in a players strike on 16 and 17 November 2019.

It was not a negotiation that started this season, indeed far from it. It has been a necessity for some time now but the undeniable growth of women's football, the players' need for commitment and full-time focus, their abilities and the increasing exposure, led to a situation where no more excuses could be accepted.

Earlier, in June 2019, the Players' Unions, including the AFE (Association of Spanish Footballers), Footballers ON and UGT (Spanish General Workers' Union) and the ACFF (Association of Women's Soccer Clubs) had met however their positions were too far apart. The clubs offered a minimum salary of EUR 14,000 per year and 50% of partiality

(the majority of the contracts in women's football are part-time). Meaning that a player with a 50% part-time contract would receive EUR 7,000 per year and apart from this, future pension and unemployment payments were affected by the amount of salary received. On the other hand, the amount of taxes payable by employers would also be affected. In short, a 50% part-time contract would translate into players working half of a regular full working day of 8h, thus affecting the amount of contributions for the players' future pensions (but this would save the clubs 50% of the taxes).

The clubs offered to increase the amount up to EUR 20,000 if the contract reached between the clubs and *Mediapro* for the TV rights of the League *Iberdrola* (name of the Women's first division) was respected (here the Spanish Federation entered into the conflict arguing that the League TV rights belong to the Federation and not the clubs and that EUR 9 million for 3 seasons was not enough). One of the main arguments of the clubs was that without the TV rights money, they could not afford to take on new economic responsibilities. The players' representatives, on their hand, made a counter offer:





EUR 17,000 minimum wage and a partiality that never drops below 75%, which in practice would mean a salary of EUR 12,750.

The new season started and the positions of both parties were still too far apart from each other, and in October 2019, the voices calling for a strike became stronger than ever. On 15 November 2019, the parties sat down again in order to unlock the terms and conditions of the collective bargaining agreement (CBA) but despite the minimum salary being partially agreed on as EUR 16,000 gross per year, the partiality problem remained.

For the clubs, EUR 16,000 per year with a 75% of part-time contract would mean EUR 12,000 per year, which for a team of 22 players, including taxes, would reach an amount of about EUR 350,000. The clubs that do not belong to a Men's Professional Football Club structure (4 out of 16 in first division *Madrid CFF*, *Sporting de Huelva*, *Granadilla Tenerife* and *EDF Logroño* and 17 out of 32 in second division) argued that without that kind of support, it would be impossible for them to sustain such expenses.

A troubling example was presented by the President of *Rayo Vallecano*, who explained that *"Women's football right now is not profitable and the proof is that we are looking for sponsors and they do not want to enter. Sponsors do not invest money, but instead put money waiting for a return. Women's football audiences are now scarce and it has a huge impact in the generation of resources. The other day, when we played against Valencia, there were 150 people in the stands. This year we have a 50 euros pass for the whole season, which is for 15 games, which means three euros per game, and 130 people have been paid."*

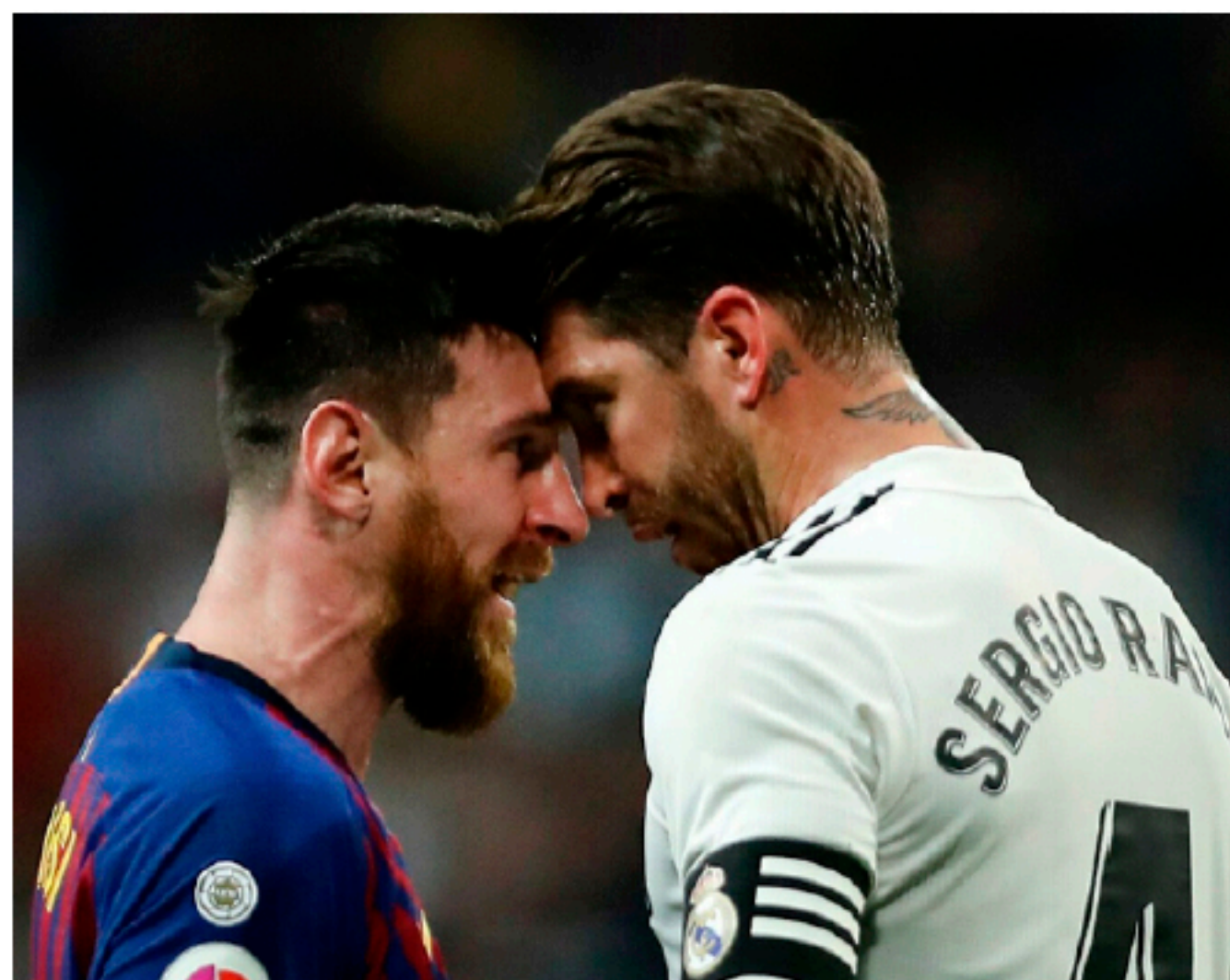
In early November 2019, *Mediapro*, the TV rights company, offered to waive its rights and pay only half of the money freeing the clubs to sign whichever contract the RFEF wanted, in exchange for two matches per week. The RFEF rejected the offer and the players went on strike on 16 November 2019. The strike was called for on an indefinite basis and until an agreement is reached. The Monday after the first week without women's football the parties decided to unlock the negotiation in order to be able to continue with the championship, suspending the strike until 20 December 2019.<sup>1</sup>

<sup>1</sup> Note that this article was submitted to *Football Legal* before 20 December 2019; therefore we do not know the outcome of whether or not, the parties have finally reached agreement.





## The Chronology and Principal Issues of the Conflict Related to the Date of the *Clásico* in the Sporting 2019-2020 Season



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→ Spanish Professional Football League (LaLiga) - Spanish Football Federation (RFEF)

*This sporting season in Spanish football has been marked by the influence of political forces. The most anticipated game of LaLiga between Barcelona and Real Madrid which should have been played on 26 October 2019 at Camp Nou, was postponed by the Competition Committee of the Spanish Royal Football Federation (RFEF) due to the street protests that occurred after sentences were handed down in the trial of the Catalanian "procés" leaders.*

After an unsuccessful attempt to play the *Clásico* at *Santiago Bernabeu* in Madrid, which was also dismissed by the Competition Committee, the RFEF, *LaLiga* and both of the clubs were found in a position not able to fix another date for the match. All the interested parties had exchanged their positions on a possible date, for *LaLiga*, the best options being either 4 or 6 December 2019, however, the RFEF proposed 18 December, which was the day reserved for the national cup matches (both teams do not play on that date). Both clubs agreed with the position of the RFEF and the Competition Committee finally determined that the match would be held on 18 December.

After that, *LaLiga* announced that it would seek legal responsibility from the persons and parties involved in the decision-making process with regards to the

*Clásico* date, considering that the established date of 18 December caused "irreparable harm to Spanish football".

*LaLiga* published an extensive official declaration concerning the matter of the *Clásico* date and why *LaLiga* considered it necessary to file a claim to the competent Spanish authorities.<sup>1</sup> *LaLiga* explained the reasons why it considered filing a claim in detail as follows.

The Resolution of the Competition Committee infringes:

- Royal Decree-Law 5/2015 (legal instrument with law force) which entitles *LaLiga* with the necessary authority to commercialize the First and Second Divisions (professional competitions) and that, by virtue of such fact, gives it the

function of "specifying" the date and time of celebration of each event directed to be marketed (Article 4.4.c). The fixing of the date and time of the matches of the professional competition, after the entry into force of Royal Decree-Law 5/2015, is a competence that falls to *LaLiga* precisely to ensure the correct collective management, through *LaLiga* (and not through the clubs independently), of the audiovisual rights. Audiovisual rights, following the provisions of the Royal Decree-Law 5/2015, belong to everyone and affect everyone. Hence, the primary role that corresponds to *LaLiga* as an association is to bring together the majority interests (and not those of a few) of its affiliated clubs (those of the First and Second Divisions).

- The Coordination Agreement signed between *LaLiga* and

<sup>1</sup> Official *LaLiga* statement: [www.laliga.com](http://www.laliga.com).





the RFEF, which sets, with the mediation of the High Council of Sports (*Consejo Superior de Deportes*), a calendar. The calendar established the date of 18 December 2019 for the matches of the National Cup (*Copa del Rey*) and not of *LaLiga*.

The same calendar expressly sets 4 December 2019 as the date for any suspended or postponed match of the first round of the league championship. Furthermore, the resolution of the Competition Committee violates the authority that the Coordination Agreement attributes to *LaLiga* to set the date and time of the matches of the professional competition, with the only exception being for those cases of suspension agreed as a result of a disciplinary decision (which is not applicable in this case, as we are not dealing with a suspension, nor a disciplinary decision that mitigates the full competence of *LaLiga* on the fixing of the possible date of the First and Second Division matches).

- ➡ The RFEF Competition Rules themselves expressly establish in its Article 4.2.3 that a postponed match shall be played on the first available date when it is possible.
- ➡ The sports integrity of the competition, benefiting two clubs, in particular, to the prejudice of the rest of the participants.
- ➡ The commitments related to the audiovisual rights that have been acquired by the operators, while the economic result of this match, at the audiovisual level and the competition, corresponds to the 42 clubs that make up *LaLiga* and not

only to the two clubs that will play the aforementioned match.

- ➡ The audiovisual rights of the clubs/sports entities participating in the National Cup (*Copa del Rey*), as it will cause an important disorder that will harm their value.

Having mentioned all these reasons in the official statement, *LaLiga* concluded that any financial loss that may occur as a result of the determined decision to play the said match on 18 December 2019 against the request of *LaLiga* may only be attributed to the clubs that decided to play on such date.