

# ROMANIAN FOOTBALL FEDERATION

National Litigation Resolution Chamber Secretariat

## CITATION

TO: Neubert Thomas Hans Joachim

RE: Case no. 152/CL/2016; Football Club Steaua Bucharest S.A. vs Neubert Thomas Hans Joachim

We hereby inform you that pending with the NLRC was registered the request for summons forwarded by the club **Football Club Steaua Bucharest S.A.** with the object of the ascertainment of contractual relations and financial rights termination with a trial date of 11<sup>th</sup> August, 2016.

We transmit herewith the request for summons and the attached documents and we ask that you transmit to NLRC, according to art. 30.3 the second thesis of the RSTFP, the contestation, as well as all the documents which you see fit for use in proving your point of view, at least 2 days before the trial date, under the sanction of not taking the documents into consideration.

The documents in cause you see fit to use shall be submitted, according to art. 30.4 of the RSTFP, in original or in copy bearing the mention "in accordance with the original" accompanied by signature and stamp (if appropriate) of the party that understands to invoke them, under the sanction of not taking the documents into consideration.

The party informed according to regulation about a date trial will not be informed about the other date trials granted according to art. 28.6 of the RSTFP.

In accordance with the provisions of art. 31.1 of the RSTFP, procedures are carried out in writing.

The case file may be seen at the headquarters of the RFF.

NOTE: We ask that any communication relating to this file contain the file number, parties and object of the case as they can be found here.

All communications to the NLRC secretariat will be made *via the postal service, personally at the NLRC Secretariat, as well as at the fax number 021 302 91 76.*

NLRC Secretary,  
Daniel POPA

(illegible signature)

Fax.: 021 302 91 76

Vasile Șerbănică nr. 12  
2nd District, Bucharest  
Tel.: 02 302 91 50 int. 196

I, the undersigned Argăseală Alexandru Mihai, authorized English interpreter and translator, based on the license no.35610 dated 06.06.2013, issued by the Ministry of Justice of Romania, do hereby certify the accuracy of the translation from Romanian into English, that the document presented to me was translated in full and without omissions, and that with the translation the contents and meaning of the document was not altered.



Authorized interpreter and translator  
Argăseală Alexandru Mihai

To,

ROMANIAN FOOTBALL FEDERATION  
NATIONAL LITIGATION RESOLUTION CHAMBER

MR. PRESIDENT,

The club Fotbal Club Steaua București S.A., with headquarters in with headquarters in Mogosoia, Bucuresti-Târgoviște Road no. 217, Ilfov County, with unique registration code 15224430 and registration number at the Trade Registry Office attached to the Court of Ilfov: J23/1789/2012, legally represented by the President of the Board of Directors, Mr. Valeriu Argăseală, with chosen headquarters for the communication of procedural documents at the secondary address of the company in Bucharest, Virgillu street no. 81, 1<sup>st</sup> District, postal code 010882, fax: +4021 410 21 82, as plaintiff,

In accordance with the dispositions of art. 30 par. 1 and 1.1. of the RSTFP, we formulate the present

REQUEST FOR SUMMONS

In opposition to:

NEUBERT THOMAS HANS-JOACHIM, *football coach*, with domicile in Germany, Stelzenberg, Romerweg 67A, as *defendant*.

In accordance with the dispositions art. 30 par. 3 of the RSTFP, we request the execution of the procedural documents against the defendant in Pipera Boulevard no. 166-168, building E, 5<sup>th</sup> floor, ap. E52, 077190 Voluntari, Pipera, Ilfov County.

Honorable Committee, we request that by the decision you will deliver:

1. To ascertain the cessation of the individual labor contract registered with the Romanian Football Federation under no. 4101/04.12.2015, by unilateral denunciation without just cause by the defendant NEUBERT THOMAS HANS-JOACHIM;



2. To order the defendant to pay the amount of 300,000 Euros net, by way of damages for the unexpected cessation of the contract, in accordance with Item "L" let. e) no. 11 of the individual labor contract, amended by addendum signed by the parties;

To order the defendant to pay the plaintiff club the compensation provided in art. 26 par. 4 of the Regulation regarding the statute of football coach.

3. To order the defendant to pay all trial expenses given rise by this litigation, in accordance with the dispositions of art. 33 par. 10 of the RSTFP.

THE REASONS for the request for summons are as follows:

A. Regarding the claim expressed by the plaintiff according to petition no. 1, we ask you take notice of the following:

Between the plaintiff club FC Steaua București S.A. and the defendant NEUBERT THOMAS HANS-JOACHIM was concluded the individual labor contract registered under no. 1906/03.12.2015 in the employees' general records, having received the no. 4101/04.12.2015 at the Romanian Football Federation, for the provision by the coach for the benefit of the club of the activity specific to the football players' physical preparation (coach – physical preparator).

The duration of contractual relations was established by the parties, according to item C let. b) of the contract, for a period of 31 months, namely from the date of 4 December 2015 to 30 June 2018.

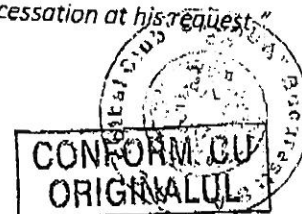
On the date of 9 June 2016, we ascertained the unmotivated absence of the coach from the team trainings, with no justification.

On the date of 15 June 2016, at the club registry under no. 795 was received from the plaintiff a notification dated 11 June 2016 regarding the cessation of contractual relations of the coach's will.

For these reasons, in accordance with the dispositions of art. 26 par. 6 of the Regulation regarding the statute of coach, we request you ascertain by the decision you will deliver the cessation of the individual labor contract registered with the RFF under no. 4101/04.12.2015 by unilateral denunciation by the coach, without just cause.

B. With regards to the claim expressed by the plaintiff according to petition no. 2, we ask that you take notice of the following:

By addendum to the above-mentioned Individual labor contract, the parties stipulated that "The employee cannot unilaterally denounce this contract, with the exception provided in let. L, e) 10 of the contract. In case the employee unilaterally denounces the individual labor contract, the dissolution clause is of 300,000 Euros net payable by the employee for the individual labor contract cessation at his request."



The exceptional case from the application of the penalty clause agreed by the parties refers to the hypothesis of the anticipated cessation of the individual labor contract between the club and the physical preparator, subsidiary to the cessation of the anticipated individual labor contract between the club and the team head coach, Laurențiu Reghecampf.

In the present case we are not in the case of penalty clause inapplicability, on the contrary, being a case of unilateral contract denunciation of the contract by the plaintiff, without just cause, situation which makes the penalty clause agreed by the parties regarding the compensation of the club by the coach with the amount of 300,000 Euros net entirely applicable, in the present case.

For these reasons, by the decision which you will deliver, we mainly request that you order the defendant to pay the amount of 300,000 Euros net, by way of damages for the unexpected cessation of the contract, in accordance with item "L" let. e) no. 11 of the individual labor contract, amended by addendum signed by the parties.

We request you order the defendant to pay the plaintiff club the compensation provided in art. 26 par. 4 of the Regulation regarding the statute of football coach.

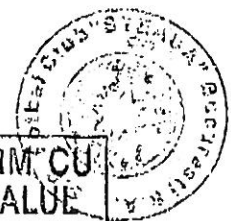
In accordance with the dispositions of art. 33 par. 10 of the RSTFP, we request you order the defendant to pay all trial expenses given rise by this litigation.

FOR EVIDENCE, we request that you allow evidence in writing, as well as any other necessary evidence for the just resolution of the case.

We submit attached in support of the case the following documents, in certified photocopy in conformity with the original:

- Individual labor contract registered under no. 1906/03.12.2015 in the employees' general records, having received no. 4101/04.12.2015 at the Romanian Football Federation registry, as well as the addendum mentioned above;
- Notice of contractual relations cessation received from the coach and registered under no. 795/15.06.2016;
- Notice no. 800/15.06.2016 transmitted to the coach by fast courier on the 15<sup>th</sup> of June 2016, accompanied by proof of communication;
- Proof of payment of the procedural tax amounting to 455 lei.

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With esteemed consideration,  
Fotbal Club Steaua București,  
President  
Valeriu Argăseală  
(illegible signature)



*I, the undersigned Argăseală Alexandru Mihai, authorized English interpreter and translator, based on the license no.35610 dated 06.06.2013, issued by the Ministry of Justice of Romania, do hereby certify the accuracy of the translation from Romanian into English, that the document presented to me was translated in full and without omissions, and that with the translation the contents and meaning of the document was not altered.*

*Authorized interpreter and translator*

*Argăseală Alexandru Mihai*

## INDIVIDUAL LABOR CONTRACT

Concluded and registered under no. 1906/03.12.2015 in the employee records general registry

### A. Contract parties

**Employer** – legal person S.C. Fotbal Club STEAUA Bucuresti S.A., with headquarters in Mogosoaia, Bucuresti-Targoviste Road no. 217, Ilfov County, registered at the Bucharest Trade Registry under no. J23/1789/2012, unique registration code 15224430, telephone 021.4114656 legally represented by Mr. ARGASEALA VALERIU, as President of the Board of Directors

and

**Employee** – Mr./Mrs. NEUBERT THOMAS HANS-JOACHIM, with domicile in Stelzenberg, Romerweg 67A, holder of identity document no. C222WP7P9 issued by Verbandsgemeinde Kaiserslautern SUD, on the 6<sup>th</sup> of September, 2012, Personal Numeric Code \_\_\_\_\_ labor authorization no. .... of ..... have concluded this individual labor contract under the following conditions upon which we have agreed:

### B. Object of contract:

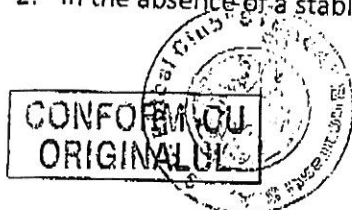
1. The employee will offer in the interest of the club the activity provided in item 2, in accordance with the dispositions of this contract, provided by a specialist in physical preparation (physical preparator) licensed according to the *Regulation regarding the Romanian Football Federation Coach Statute* and of the applicable sports usages.
2. The object of the present contract consists of the provision by the employee of the specific activity of the first team players' physical preparation, as well as the coordination of the physical preparation of the Childrens and Juniors Center's players, in view of the formation of valuable players and the participation of the club teams in domestic and international sports competitions.

### C. Contract duration:

- a) Indefinite, the employee NEUBERT THOMAS HANS-JOACHIM beginning his activity on the date of ..... X .....
- b) Fixed, for 31 months, for a period between the date of 4 December 2015 and the date of 30 August 2018.

### D. Place of work

1. The activity will be undertaken at SC Steaua Bucuresti S.A.
2. In the absence of a stable place of work, the employee will perform his activity thus:



- a) Performing specific activities even on Saturdays, Sundays, legal holidays and, as applicable, after the hours of 22:00.
- b) Travelling to different localities, performing his activities not being possible in only one locality
- c) The time and place of the performance of activities will be established according to the preparation and competition participation program.

**E. Type of employment**

Position/occupation: **Sports preparator** – code **342209**, according to the Classification of occupations in Romania.

**F. Position tasks**

The positions tasks are provided in the job description, annexed to the individual labor contract, as follows:

- a) Is responsible for the first team players' physical preparation;
- b) Coordinates and supervises the physical preparation of the Children and Juniors Center's players;
- c) Elaborates the physical preparation program for the players of the first team, as well as for the players of the Children and Juniors Center;
- d) Ensures the implementation of the physical preparation program for the first team players as well as the coordination of its implementation for the Children and Juniors Center's players.
- e) At the end of the first leg, as well as at the end of the competition season, presents to the club management written reports for each player in relation to his physical evaluation;
- f) Presents to the club management detailed written information regarding the state of physical preparation of the players of the club's first two teams.
- g) Makes written proposals regarding the legitimation and transfer of players to/from S.C. FC STEAUA BUCURESTI S.A., presenting a physical evaluation of them;
- h) The employee presents to the club management written reports concerning the players in trials at S.C. FC Steaua Bucuresti S.A., in view of legitimating or transferring them. In this regard, the report will consist of a physical evaluation of the above-mentioned players, as well as a justified proposal regarding their legitimation or transfer. The players will brought for trials at the club only with the approval of the Technical-Sports Director;

**F<sup>1</sup>. Evaluation criteria of the employee's professional activity:**

- Adaptability;



- Assuming responsibilities;
- Capacity to self-perfect and capitalize on gained experience;
- Creativity and initiative spirit;
- Ability to communicate;
- Ability for teamwork;
- Ability to work independently;
- Ability to efficiently manage allotted resources;
- Moral integrity and professional ethics.

**G. Position tasks:**

1. The activity provided will be undertaken in normal work conditions, according to law number 263/2010 regarding the unitary public pension system, with subsequent amendments and additions.

**H. Work duration:**

1. Full time, the work duration being 8 hours/day, 40 hours/week.
  - a) The allotment of the work schedule will be made as follows: 8 hours/day.
  - b) The work schedule may be modified under the conditions of the internal regulation/applicable collective labor contract.
2. Part-time for ..... hours/day, ..... hours/week.
  - a) The allotment of the work schedule will be made as follows ..... (day-time hours/night-time hours).
  - b) The work schedule can be modified under the conditions of the internal regulation/applicable collective labor contract.
    - b<sup>1</sup>) Additional financial benefits .....
    - b<sup>2</sup>) Ways of provision of additional benefits in kind .....
  - c) No overtime hours will be performed, with the exception of cases of force majeure or for other urgent works for the prevention of the generation of accidents or for the removal of their consequences.

**I. Vacation:**

The duration of the annual rest vacation is 25 working days, in relation to the work duration (full-time, part-time).

Likewise, the employee will benefit from an additional vacation of .....

**J. Salary:**

1. The base monthly gross salary: 43.710 lei (the equivalent in lei of 7,500 Euros net);
2. Other constituents:
  - a) Increases .....
  - b) Indemnities .....
  - c) Other additions:





- For qualifying in the UEFA Champions League group stage, for the contractual period, in each competition year, the employee will receive as bonus the amount of 100,000 Euros net payable immediately after the reception of the bonus from UEFA;

- The employee will receive 500 Euros representing the rent consideration – equivalent in lei and work car;

3. Additional hours performed outside the normal work schedule or on non-working days or on legal holidays are compensated with paid time off or are paid with a salary increase, according to the applicable collective labor contract or Law no. 53/2003 – Labor Code.
4. The date at which the salary is paid is the current month for the previous month.

**K. Rights and obligations of the parties regarding labor health and safety:**

- a) Individual protective equipment ..... X .....
- b) Individual work labor equipment..... YES .....
- c) Hygiene-sanitary materials ..... YES .....
- d) Protective diet ..... X .....
- e) Other rights and obligations regarding labor health and safety ..... X .....

**L. Other clauses:**

- a) The trial period is ..... calendar days.
- b) The notice period in case of dismissal is 20 working days, according to Law no. 53/2003 – Labor Code or collective labor contract;
- c) The notice period in case of resignation of 20 working days for employees with executive positions/ 45 working days for employees with management positions;
- d) In case the employee is to perform his activity abroad, the information provided in art. 18 par. (1) of Law no. 53/2003 – Labor Code will also be found in the individual labor contract;

**e) other clauses:**

1. Statutes and regulations of the RFF, FIFA and UEFA, which include the generally recognized principles of Romanian football, of world and European football, are mandatory for the contract parties. Exceptionally, if the statutory and regulatory dispositions have a facultative character, the parties may derogate from these, but only in case of the existence of a stipulation contained in this contract.

2. The employee completely acknowledges the provisions of the RFF statute and regulations, assuming the obligation of observing them precisely, otherwise being subjected to the sanctions stipulated by these.

3. The employee completely acknowledges the provisions of the FIFA and UEFA statute and regulations, assuming the obligation of observing them precisely, otherwise being subjected to the sanctions stipulated by these.



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4. The employee completely acknowledges the provisions of the national and community legislation applicable in sports law, assuming the obligation of observing them precisely, otherwise being subjected to the sanctions stipulated by these.

5. The employee completely acknowledges the provisions of the internal regulation of S.C. FC STEAUA BUCURESTI S.A., assuming the obligation of observing them precisely, otherwise being subjected to the sanctions stipulated by these.

6. In case of non-fulfillment by the employee of the obligations provided in this contract and/or in the Internal Regulation, the Board of Directors/Sole Administrator may order his sanctioning, observing the provisions of the Disciplinary Regulation.

7. The invalidity, inapplicability, nullity of some provisions of this contract cannot draw its annulment (lato sensu). In this case, the dispositions of the of the invalid, inapplicable or null clauses are interpreted according to the common will of the parties or according to the provisions of the statute and regulations of the RFF, FIFA and UEFA. In case the sports legislation does not include standards regarding the interpretation of this contract, this will be done in accordance with the dispositions of the Labor Code.

8. Any amendment or additions to this contract is valid only if it is written and signed by the parties of the present contract. Any verbal convention is not valid and does not bring about any legal effects between the contract parties.

9. The authority for the resolution of litigations arising from the application of this contract lies with the courts of the RFF or the Lausanne Court of Arbitration for Sport. Determining the court jurisdiction will be made by the one who understands to address the responsible court for the resolution of a litigious situation related to the application of the dispositions of this contract. Once the responsible authority is determined, none of the parties may appeal another sport or national civil court for the settlement of the substance of the dispute.

10. This contract ceases in the following situations:

a) Expiry;

b) At the initiative of the club, with a written notice given to the employee 30 days prior.

The employee will receive all amounts owed by the Club until the moment of expiry of the period (established contractual duration);

c) Written mutual consent of both parties;

d) As a consequence of the cessation of the activities of the club or of the non-fulfillment by the employee of the conditions provided in art. 20 of the RFF Regulation regarding the statute of the coach.



e) In case of cessation in advance, before term, of the labor contract of the main coach, this contract ceases validity on the same date as the labor contract of the main coach, with payment of any outstanding debts.

11. The employee cannot unilaterally denounce this contract, with the exception of the situation provided in art. 10 letter c) of this contract.

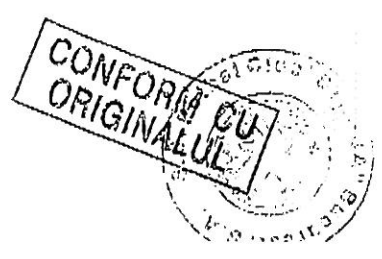
**M. General rights and obligations:**

1. The employee mainly has the following rights:

- a) The right to being paid for work performed;
- b) The right to daily and weekly rest;
- c) The right to annual rest vacation;
- d) The right of equality of chances and of treatment;
- e) The right to health and safety in work;
- f) The right of access to professional formation.

2. The employee mainly has the following obligations:

- 2.1. The obligation to perform his work quota or, as applicable, to fulfill the tasks incumbent according to the job description;
- 2.2. The obligation to observe the discipline of work;
- 2.3. The obligation of faithfulness to his employer in performing his work tasks;
- 2.4. The obligation to observe health and safety measures at the workplace;
- 2.5. The obligation to observe the work secret. It is considered a work secret any data or information related to the club, its activity, contracts concluded between the club and any other people (players, officials, administrative personnel, lawyer, accountant etc.) and so forth;
- 2.6. The obligation to contribute by his activity to the screening, selection, training and promoting of valuable players in performance football, as well as the preparation of certain players physically, able to achieve valuable performances in domestic championships and international competitions;
- 2.7. The obligation to observe the statute and regulations of the RFF, FIFA and UEFA, domestic and community legislation applicable in sports law, Internal Regulation, resolutions and decisions of the club's governing bodies;
- 2.8. The obligation to contribute by his work to the achievement of performance objectives established by the club, using in this regard his entire physical and intellectual capacity;
- 2.9. The obligation to have a decent, dignified and civilized behavior in any circumstance;
- 2.10. The obligation to not make any kind of public statement (in the written press, electronic press, radio, television) referring to the sport activity performed, at the club or its management, to any affiliated member of the RFF/CFA/BMFA, to the Central Referee Committee, as well as the performance of referees, to the national Romanian teams or to any football player legitimized in the country or abroad, to the RFF/PFL/CFA/BMFA, as well as its representatives.



- 2.11. The obligation to immediately notify the club regarding incidents arising between himself and the players, coaches or other people within the club, as well as regarding any other dissatisfaction relating to the execution of this contract;
- 2.12. The obligation to present to the Board of Directors, General Director, Executive Director, Financiers, club associates problems of any nature of the team;
- 2.13. The obligation to promote the spirit of fair-play, combatting violence at football matches and banning the use of doping substances in practicing the game of football;
- 2.14. The obligation to not bet personally or via the agency of third parties, on the results of the club, the position held in the ranking, the number of goals scored in a match etc.
- 2.15. The obligation to not accept any amount of money from a physical or legal person offered to determine the coach to do or not do something likely to prejudice the beneficiary in any way;
- 2.16. The obligation to completely observe the indications and dispositions of the main coach of the team;
- 2.17. The obligation to respect the work schedule established by the club management.

3. The employer mainly has the following rights:

- a) To give mandatory orders for the employee, subject to their legality;
- b) To exercise control over the way work tasks are accomplished;
- c) To assess the perpetration of disciplinary offenses and to apply corresponding sanctions, according to the law, the applicable collective labor contract and the internal regulation.
- d) To establish the employee's individual performance objectives;

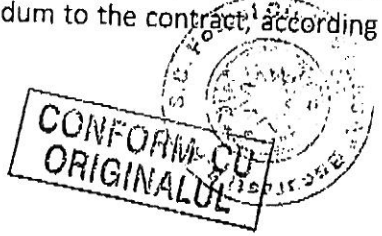
4. The employer mainly has the following obligations:

- a) To hand out to the employee a copy of the individual labor contract, prior to the commencement of activity;
- a<sup>1</sup>) To grant the employee all rights which derive from individual labor contracts, the applicable collective labor contract and the law;
- b) To permanently ensure the technical and organizational conditions relating to the elaboration of the labor standards and corresponding work conditions;
- c) To inform the employee of labor conditions and of the elements which pertain to the development of work relations;
- d) To issue, upon request, a document attesting the status of employee of the applicant, as well as the activity performed by the employee, the duration of the activity, the salary, work, trade and specialty seniority;
- e) To ensure confidentiality of the employee personal-character data.

N. Final dispositions

The provisions of this individual labor contract are completed with the dispositions of Law 53/2003 – Labor Code and of the applicable collective labor contract, concluded at the employee/group of employees/branches/national level, registered under no. ....../ ..... at the Territorial Labor Inspectorate of the county/municipality ...../ Ministry of Labor and Social Solidarity.

Any amendment regarding the contract clauses during the performance of the individual labor contract entails the conclusion of an addendum to the contract, according to



the legal dispositions, with the exception of situations in which such an amendment is expressly provided by the law.

This individual labor contract was concluded in three copies, one for each party.

- O. Conflicts regarding the conclusion, execution, modification, suspension or cessation of this individual labor contract are settled by the materially and territorially competent court of law, according to the law.

**Employer**  
 S.C. Fotbal Club STEAUA Bucuresti S.A.

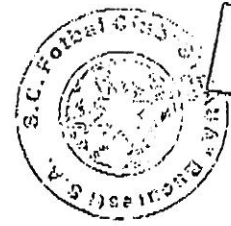
Legal representative,  
 PRESIDENT OF THE BOARD OF DIRECTORS  
 ARGASEALA VALERIU  
 (illegible signature)

**Employee,**

NEUBERT THOMAS HANS-JOACHIM  
 (illegible signature)

On the date of ..... this contract ceases on the basis of art. .... Of Law no. 53/2003 – Labor Code, with subsequent amendments and additions after completion of the legal procedure.

**Employer,**  
 S.C. Fotbal Club STEAUA Bucuresti S.A.



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*Authorized interpreter and translator  
 Argăseală Alexandru Mihai*



**TRUP SI SUFLET PENTRU CULORI**

S.C. STEAUA BUCURESTI S.A.  
IBIR

1023 din 01.08.2016

**CATRE,**

Federatia Romana de Fotbal

Camera Nationala pentru Solutionarea Litigiilor a FRF

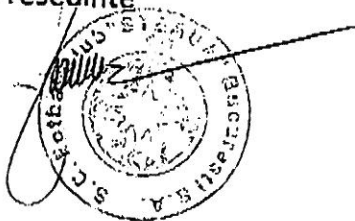
Dosar 152/CL/2016; Fotbal Club Steaua Bucuresti SA vs Neubert Thomas Hans Joachim

Subscrisa, SC FOTBAL CLUB STEAUA BUCURESTI SA, cu sediul social in Sos. Bucuresti - Tirgoviste, nr. 217, Mogosoia, Jud. Ilfov, reprezentata prin Valeriu Argaseala, avand functia de Presedinte, prin prezenta va transmitem atasat documentele solicitate traduse in limba engleza.

Cu aleasa consideratie,

Valeriu Argaseala

Presedinte



Sos. Bucuresti - Tirgoviste, nr. 217, Mogosoia, Jud. Ilfov  
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office@steauafc.com www.steauafc.com

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