

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CHELSEA FOOTBALL CLUB LIMITED,

Petitioner,

v.

CASE NO. _____

ADRIAN MUTU,

Respondent.

_____ /

**PETITION TO RECOGNIZE AND ENFORCE
INTERNATIONAL ARBITRATION AWARD**

Chelsea Football Club Limited (the "**Petitioner**") hereby petitions this Court to recognize and enforce an international arbitration award entered in its favor and against Adrian Mutu (the "**Respondent**"). In support thereof, the Petitioner states as follows:

PRIOR ACTIONS

1. As to prior pending or heretofore dismissed civil actions arising out of the same transaction or occurrence alleged in this Petition, there are none in this or any other Court, including state courts.

JURISDICTION AND VENUE

2. This Court has original jurisdiction over this action or proceeding as jurisdiction is founded upon a federal question under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 9 U.S.C. §§ 201 et seq. (the "**New York Convention**").

3. Venue is proper in this Court because, save for the arbitration agreement, this Court would have jurisdiction over an action or proceeding with respect to the controversy between the parties pursuant to 28 U.S.C. § 1391(d).

4. This Court has personal jurisdiction over the Respondent because, *inter alia*, Respondent (a) owns real property in Miami-Dade County, Florida, and (b) is engaged in substantial and not isolated activity within Florida. In the alternative, this Court has *in rem* or *quasi in rem* jurisdiction for the purpose of enforcing the arbitration award against the Respondent's property located in Florida.

THE PARTIES

5. Petitioner is a football club with a registered office in London, United Kingdom. The Petitioner is a member of the Football Association Premier League Limited, a professional football league under the jurisdiction of the English Football Association Limited ("FA"), which has been affiliated with the Federation Internationale de Football Association ("FIFA") since 1905.

6. Respondent is a professional football player of Romanian nationality with a principal place of residence in Italy. Respondent owns various residential property in Florida, including property in Miami-Dade County.

ARBITRATION AGREEMENT

7. Petitioner and Respondent are parties to a written agreement to arbitrate (the "**Agreement**") set forth in the F.A. Premier League Contract (the "**Contract**") as supplemented by the rules, procedures, and regulations published by Petitioner, FA, and FIFA. *See, e.g.*, Contract, §§ 10, 18 and Schedule 1; FIFA Regulations for the Status of Transfer of Players, Article 42. A duly certified copy of the Contract is attached to this Petition as Exhibit A; a copy

of the FIFA Regulations for the Status and Transfer of Players (the "**Regulations**") is attached as Exhibit B.¹

8. The Agreement is valid, has not been revoked, and is enforceable upon such grounds as exist at law or in equity. The Contract containing the Agreement evidences a transaction involving international commerce.

ARBITRATION PROCEEDING

9. On or about September 2, 2008, Respondent filed an appeal with the Court of Arbitration for Sport with respect to a decision issued by the FIFA Dispute Resolution Chamber, dated May 7, 2008. *See* CAS 2008/A/1644. A duly certified copy of the Notice of Arbitration is attached as Exhibit C.

10. Arbitrators were duly appointed and a duly certified copies of the documentation relating to the appointment of the arbitral panel are attached as Exhibit D.

11. An arbitration hearing was held on May 7, 2009. A duly certified copy of the Notice of Hearing is attached as Exhibit E.

ARBITRATION AWARD

12. A final arbitration award was filed or delivered in favor of the Petitioner (the "**Award**"), in full or part, on or about July 31, 2009.² A duly certified copy of the Award is attached as Exhibit F.

¹ Petitioner obtained the arbitration award at issue in accordance with the procedures set forth in the Contract and Agreement (as implemented in the Regulations). The FA Premier League Appeals Committee (a competent national tribunal for purposes of Article 42 of the Regulations) rendered a decision finding Respondent liable to the Petitioner and the amount of compensation was properly decided by the FIFA Dispute Resolution Chamber. The Respondent appealed these decisions to the Court of Arbitration for Sport (referenced in the Regulations as the Arbitration Tribunal for Football) which issued the arbitration award now before the Court. The Swiss Federal Tribunal subsequently rejected the Respondent's appeal of the arbitration award. The Respondent appeared and vigorously defended against the Petitioner's claim at each level of the decision-making and appellate process.

² An award pronounced by the Court of Arbitration for Sport is final and binding on the parties from the moment it is communicated. *See* CAS Statutes and Procedural Rules, Rule 45.

13. The Award was made by the Court of Arbitration for Sport in Lusanne, Switzerland, and the arbitration involved members of two Contracting States. Accordingly, the New York Convention as adopted by the Federal Arbitration Act (the "FAA") is applicable and allows this Court to recognize and enforce the Award as if it were a domestic arbitral award.

14. No grounds exist to vacate, modify or correct the Award as set forth in Article V of the New York Convention. Accordingly, as a matter of law, Petitioner is entitled to confirmation of the Award.

15. All conditions precedent to the filing of this action have occurred, been performed or have been waived.

WHEREFORE, Petitioner respectfully requests that this Court recognize and enforce the Award, and grant such other and further relief as the Court deems proper.

DATED: November 8, 2010

Respectfully submitted,

HOLLAND & KNIGHT LLP

By: /s/ Noel Boeke

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