

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No: CV 2007 – 02238

BETWEEN:

**MARVIN ANDREWS
CHRISTOPHER BIRCHALL
ATIBA CHARLES
CYD GRAY
IAN COX
CORNELL GLEN
SHAKA HISLOP
AVERY JOHN
STERN JOHN
KENWYNE JONES
KELVIN JACK
COLLIN SAMUEL
BRENT SANCHO
AURTIS WHITLEY
EVANS WISE
ANTHONY WOLFE**

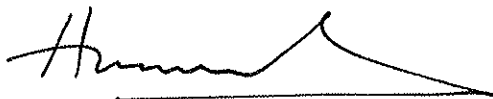
Claimants

- and -

- (1) THE TRINIDAD AND TOBAGO FOOTBALL ASSOCIATION (also known as
‘The Trinidad and Tobago Football Federation’)**
- (2) OLIVER CAMPS (trading as ‘Trinidad and Tobago Football Federation’)**

Defendants

EXHIBIT “MDT11”



HEMAL KOTZHA

20 / 8 / 2010

TAB C

TTEA ACCOUNTING DISCLOSURE BUNDLE

Arbitration Dispute Between
Marvin Andrews and 15 others

-V-

Trinidad and Tobago Football Federation
and Oliver Camps

3A Queen's Park West
Port of Spain, Trinidad, W.I.
P.O. Box 3071 St. James
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E-mail: kenny@kennyrampersad.com



KENNY RAMPERSAD & CO.
CERTIFIED ACCOUNTANTS

November 25, 2007

Mr. Om Lalla
Attorney at Law
Edward Street
Port of Spain

Dear Ms. Lalla

**Re: Arbitration Dispute Between
Marvin Andrews and 15 others -V- Trinidad and Tobago Football Federation
(TTF) and Oliver Camps**

As requested by our mutual client, TTF and Oliver Camps, please find attached a schedule of the computation of the amount due to Marvin Andrews and others. All supporting agreements, schedules or other documentation which formed the basis of this computation have been attached for your review.

The computation has been prepared in direct response to the claim made by the players' attorneys as contained in their submission on October 4th 2007 to The Sports Dispute Resolution Panel. Please refer to clause 14 of their submission.

Please let me know if additional information is required.

Yours truly,


Kenny Rampersad

Arbitration Dispute between Marvin Andrews and 15 others -V- Trinidad and Tobago Football Federation and Oliver Camps

Contract between The Parties

Clause 14 of Players Statement of Claim

Elements of Claim Computation

FIFA World Cup Grant - CHF 6,000,000

Net Income/Loss Arising from 6 warm up games

Commercial Revenue -Royalties

Commercial Revenue-Sponsorship

Gross Amount Due to Players

Amount already paid

Payment to players who participated in earlier qualifiers

Amountwithheld Re Charity to be refunded

Net Balance Due

Appendix	Total Income	Rate	Amt Due
	US\$		Players
1	\$ 4,305,086	50%	\$ 2,152,543
2	\$ (342,617)	50%	(171,309)
3	\$ 165,062	50%	82,531
4	\$ 1,043,178	50%	521,589
			<u>2,585,355</u>
			(1,549,535)
			(50,000)
			<u>(36,822)</u>
			<u>\$ 948,998</u>

**Arbitration Dispute Between
Marvin Andrews and 15 others-V-Trinidad and Tobago Football
Federation and Oliver Camps**

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Appendix 1

Fifa World Cup Grant

Arbitration Dispute between Marvin Andrews and 15 others -V- Trinidad and Tobago Football Federation and Oliver Camps

Computation of Amount Due From FIFA

Due from FIFA		CHF	US\$
		6,000,000	4,440,000
Less Taxes			
	Original Deduction		
	amt Refunded	1,266,000	
		(1,183,684)	(60,914)
Less FWC Insurance			
	Original deduction	300,000	
	Amt Refunded	(200,000)	(74,000)
Net amount From FIFA		<u>5,817,684</u>	<u>4,305,086</u>

Notes

- 1 The above has been extracted from FIFA's statement dated Nov 15th, 2006.
- 2 an exchange rate of 74 cents US to 1 CHF was used which was the prevailing rate at that time



For the Good of the Game

Trinidad & Tobago Football Federation
Mr. Jack A. Warner
24-26 Dundonald Street
P.O. Box 400
Port of Spain

Fax Nr.: +1-868/623 8109



Zurich, 15 November 2006

Prize Money - 2006 FIFA World Cup Germany™

Dear Mr. President,

We are happy to inform you that we have received the confirmation from the German Tax Authorities regarding the 21.1% withholding tax. Therefore please find below the final statement of the 2006 FIFA World Cup Germany™ account within FIFA.

09.12.2005	credit note preparation costs	CHF	1'000'000.00
29.12.2005	our payment of preparation costs	CHF	-1'000'000.00
09.01.2006	our payment additional tickets	CHF	-345'920.75
14.01.2006	21.1% withholding tax	CHF	-1'268'000.00
18.01.2006	cash advance prize money	CHF	-2'372'625.00
16.02.2006	credit note board and lodging costs	CHF	306'000.00
14.03.2006	prize money preliminary round	CHF	6'000'000.00
14.03.2006	5% FWC Fund	CHF	-300'000.00
22.03.2006	International Air Travel Cost WC Trinidad & Tobago	CHF	354'020.75
07.04.2006	Request for exceptional payment procedure	CHF	-815'768.55
26.04.2006	Our payment of additional tickets	CHF	-158'000.00
10.05.2006	Co-Financing Goal daily rate 1.3035 USD 350,000	CHF	-458'225.00
15.05.2006	Our payment of Air Travel USD 271,155.60	CHF	-354'020.75
14.06.2006	DEC NO: TTF - OFFENCE: WC final competition	CHF	-5'000.00
22.06.2006	DEC NO: 060152TRIBER - BEG. DATE: 22.06.2006 -	CHF	-9'500.00
29.06.2006	Cornell Glen - Medical Services	CHF	-677.95
28.07.2006	Medical costs FWC paid by FIFA EUR 1,076.16	CHF	-1'691.05
28.07.2006	payment report FTOT&TFF (HTS) EUR 33,012	CHF	-51'911.37
28.07.2006	outstanding invoices for accommodation according FAO	CHF	- 336.76
04.08.2006	our payment of balance	CHF	-647'559.45
31.08.2006	payment report FTOT&TFF1 EUR 4,200	CHF	-6'604.50



27.09.2006	our payment PVS - Medical costs Mervin Andrews EUR 32.19	CHF	-50.90
27.09.2006	our payment PVS - Medical costs Kelvin Jack EUR 84.55	CHF	-133.70
31.10.2006	Release tax total to pay EUR 61'771.37	CHF	1'183'683.52
31.10.2006	outstanding CHF - current account	CHF	-108'541.20
31.10.2006	outstanding USD - current account USD 1'363.50	CHF	1'694.15
09.11.2006	Release two-thirds of the FWC Fund	CHF	200'000.00

Regarding the 2006 FIFA World Cup Fund (players' insurance) and the related provisions we would like to inform you that we are about to establish the final accounts of the Fund. However, some claims are still pending with the clubs. Therefore we are happy to inform you that we can release two-thirds of the fund on a provisional basis which means that for the time being you will also recuperate two-thirds of your provisions. As soon as all claims have been settled we will provide you with the final accounts of the fund. However, based on our forecasts we do not expect that any further major releases will be made.

We kindly ask for your confirmation that we can transfer the balance to the official account of Trinidad & Tobago Football Federation immediately. Please note that we will transfer the balance in USD as per the daily rate on the day of the transaction.

For further information please do not hesitate to contact us.

Kind regards
FIFA

M. Kattner

Markus Kattner
Director Finance & Controlling

Appendix 2

Net Income – Warm Up Games

Arbitration Dispute between Marvin Andrews and 15 others -V- Trinidad and Tobago Football Federation and Oliver Camps

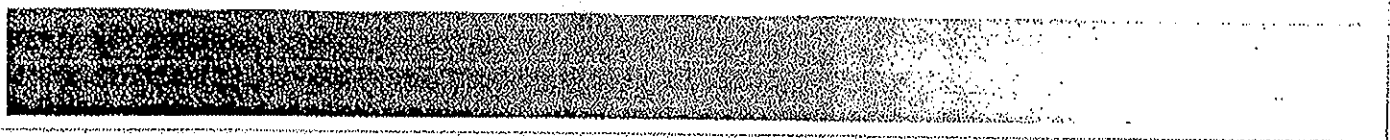
Summary - Warm up games	TT\$ Iceland	TT\$ Peru	TT\$ Wales	TT\$ Slovenia	TT\$ FC. Pauli	TT\$ Czech	TT\$ Total	US\$ Total
Income								
Ticket Sales - VAT Exclusive	-	3,006,783					3,006,783	477,267
Grant from Government		600,000					600,000	95,238
Promoter of Iceland Game -Report attached	(328,038)						(328,038)	(52,069)
	(328,038)	3,606,783	-	-	-	-	3,278,745	520,436
Expenses								
Accommodation - Teams		378,000					378,000	60,000
- games officials		31,500					31,500	5,000
Airfares - Team Peru		318,690					318,690	50,586
- Trinidad Team		422,000					422,000	66,984
Advertising - Radio & Newspapers		900,000					900,000	142,857
Allowances- Trinidad Team		963,900					963,900	153,000
- Officials		63,000					63,000	10,000
Match day entertainment		67,300					67,300	10,683
FIFA/CONCACAF/CFU Dues		216,407					216,407	34,350
Gate administration		40,000					40,000	6,349
Insurance - Public Liability		20,000					20,000	3,175
Licences		5,000					5,000	794
Miscellaneous match day expenses		45,000					45,000	7,143
Match Fee - Foreign teams	472,500	630,000					1,102,500	175,000
Printing		60,294					60,294	9,570
Refreshments		75,024					75,024	11,909
Rental -Equipment & Stadium		451,017					451,017	71,590
Rental of Sound System		18,000					18,000	2,857
Security:		136,600					136,600	21,683
Signage and Field Boards		73,000					73,000	11,587
Transportation - local		50,000					50,000	7,937
	472,500	4,964,732	-	-	-	-	5,437,232	863,053
Net income/(Loss)	(800,538)	(1,357,950)	-	-	-	-	(2,158,487)	(342,617)

Note (1) - The services of a games promotion company in England, OSMI, were used for the Iceland game and their report yielded a loss of 26,281 pounds.

Note (2) - All games with the exception of Iceland and Peru were friendly games which did not generate income but equally did not attract expenses. X

Appendix 3

Commercial Revenue - Royalties

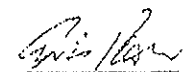




LOC Germany 2006 Limited

Royalty	Gross 100%	Due to LOC 80%	Commission 20%
Roy Mahara) Only downpayment rec'd	43,478.26	34,782.61	8,695.65
Standards	45,000.00	36,000.00	9,000.00
Standards	135,000.00	108,000.00	27,000.00
York Garments	135,000.00	108,000.00	27,000.00
Prestige Holdings	135,000.00	108,000.00	27,000.00
Toyota	75,000.00	60,000.00	15,000.00
Angostura \$150,000 VAT inclusive	130,434.78	104,347.82	26,086.95
Republic Bank	36,244.44	28,995.55	7,248.89
York	282,354.00	225,883.20	56,470.80
York	282,354.00	225,883.20	56,470.80
Total	1,299,865.48	1,039,892.38	259,973.09
VAT 15%	194,979.82	155,983.86	38,995.96
Grand Total	\$ 1,494,845.30	\$ 1,195,876.24	\$ 298,969.05

I confirm that the above represents Royalty on Soca Warriors Rights usage and Items sold.


Avis Poon
Accountant

Ross Advertising Ltd.
Image Consultancy & Learning Centre

16 Gray Street, St. Clair, Port-of-Spain, Trinidad Tel: 622-4396 622-1967, 626-0450 Fax: 622-3779
e-mail: ross@rossadvertising.co.tt

Appendix 4

Commercial Revenue - Sponsorship



Arbitration Dispute between Marvin Andrews and 15 others -V- Trinidad and Tobago Football Federation and Oliver Camps

Summary of Sponsorship Received

Sponsors	Original Submission		Revised Submission		
	TT\$	US\$	TT\$	US\$	
Adidas	1,800,000	285,714	996,430	158,163	
TSTT	4,000,000	634,921	2,586,000	410,476	
Busta	1,000,000	158,730	-	-	Signed before qualification
KFC	1,000,000	158,730	-	-	Signed before qualification
Carib	3,000,000	476,190	-	-	Signed before qualification
T&TEC	-	-	-	-	Funds never received
NGC	500,000	79,365	500,000	79,365	
BHP Billington	150,000	23,810	-	-	Signed before qualification
Petrotrin	1,000,000	158,730	1,000,000	158,730	
Titan Methanol	15,000	2,381	15,000	2,381	
British Gas	250,000	39,683	250,000	39,683	
Ebay	300,000	47,619	297,234	47,180	
Blue Waters			-	-	Product only
Phillips Domestic appliances & personal care			423,360	67,200	
Panini			504,000	80,000	
Total	\$ 13,015,000	\$ 2,065,873	\$ 6,572,024	\$ 1,043,178	

Appendix 5

Payments Made to Players



WORLD CUP 2006 QUALIFICATION INCENTIVE AND APPORTIONMENT

PLAYERS NAME	Points	%	PAYMENT DUE (US\$)
Stern John	145	7.55	116,400
Dwight Yorke	140	7.30	112,400
Marvin Andrews	125	6.51	100,300
Carlos Edwards	120	6.25	96,200
Dennis Lawrence	115	5.99	92,200
Kelvin Jack	95	4.95	76,100
Chris Birchall	95	4.95	76,100
Avery John	90	4.69	72,000
Aurtis Whitley	90	4.69	72,000
Russell Latapy	80	4.17	63,900
Silvio Span	72	3.75	58,100
Densill Theobald	60	3.13	48,400
Kenwyne Jones	59	3.07	47,600
Atiba Charles	55	2.87	44,400
Angus Eve	55	2.87	44,400
Brent Sancho	49	2.55	39,500
Anton Pierre	48	2.50	38,700
Shaka Hlslop	47	2.45	37,900
Cyd Gray	40	2.08	32,300
Marlon Rojas	36	1.88	29,000
Leslie Fitzpatrick	34	1.77	27,400
Clayton Ince	31	1.62	25,000
Cornell Glenn	29	1.51	23,424
Hector Sam	27	1.41	21,808
Anthony Rougier	25	1.30	20,193
Jason Scotland	23	1.20	20,000
Scott Sealy	22	1.15	20,000
Ian Cox	22	1.15	20,000
Nigel Pierre	17	.89	13,731
Brent Rahim	17	.89	13,731
Colin Samuel	15	.78	12,116
Nigel Henry	15	.78	12,116
Gary Glasgow	15	.78	12,116
Anthony Wolfe	11	.57	10,000
TOTALS:		100	1,549,535

1773, 335

WORLD CUP 2006 QUALIFICATION INCENTIVE AND APPORTIONMENT
ADDITIONAL PLAYERS WHO PARTICIPATED IN EARLIER QUALIFYING ROUNDS

PLAYERS NAME	AMOUNT DUE (US\$)
Keyeno Thomas	5,000
Andre Boucaud	5,000
Errol Mc Farlane	5,000
Derek King	5,000
Durance Williams	5,000
Jerren Nixon	2,500
Arnold Dwarika	2,500
Glenton Wolfe	2,500
Stokely Mason	2,500
Jan Michael Williams	2,500
Michael Celestine	2,500
Hayden Fitzwilliams	2,500
Kerwyn Jemmot	2,500
Kerry Baptista	2,500
Darryl Thomas <i>ROBERTS</i>	2,500
TOTAL:	50,000
GRAND TOTAL:	<u>1,599,536</u>

THE BALANCE OF US\$36,822 WILL BE DONATED TO CHARITY(S) OF PLAYERS CHOICE
TO BE ADVISED AT A LATER DATE



Ministry of Sport and Youth Affairs

No. 12, Abercromby Street, Port-of-Spain, Republic of Trinidad and Tobago
Tel: 1-868-625-5522-4 Fax: 627-6875

13 September 2007

Bates Wells and Braithwaite London LLP
Solicitors
2-6 Cannon Street
London
EC4M 6YH

Attention: Mr Mike Townley

Dear Sirs

**Re: Request for Access to Official Documents Pursuant to
Section 13 of the Freedom of Information Act 1998**

Reference is made to your correspondence dated 22 August 2007, and your official request for information stated therein.

Your request was for 'all relevant information concerning the financial support (including in respect of benefits in kind) that has been paid or provided to the Trinidad and Tobago Football Federation (TTFF) in support of the 2006 World Cup Campaign'.

The following comprises extracted information from Cabinet documents, which accounts for expenditures from the Ministry of Sports and Youth Affairs, and other Governmental and Non-Governmental donors to the TTFF. As you are aware, the actual Cabinet documents are exempt from reproduction and disclosure under Section 24 of the Freedom of Information Act.

The total sum contributed to the Trinidad and Tobago Football Federation by the Government of Trinidad and Tobago, Private Sector Organisations and FIFA amounted to **Two Hundred and Five Million, Six Hundred and Ninety Thousand, One Hundred and Thirteen dollars and Fifty cents (TT\$205,690,113.50)**.

The above sum of \$205,690,113.50 in respect of the country's participation at World Cup 2006 was contributed as follows:-

- **TT\$20,787,731.50** as bonus payments and salaries for players and technical staff (local foreign) for the period January 2006 to June 2006 by the **Ministry of Sport and Youth Affairs**.

13 September 2007

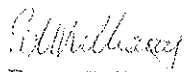
- **TT\$32,000,000** in recognition of the Trinidad and Tobago National Senior Football Team and Technical Staff – World Cup Germany 2006 by the **Ministry of Sport and Youth Affairs**.
- **TT\$1.6Mn** to TTFF for Team preparation for the FIFA World Cup 2006.
- **TT\$6.0Mn** to the Trinidad and Tobago Football Federation by the **Sports Company of Trinidad and Tobago** for financial assistance to the Trinidad and Tobago National Football Team to play Bahrain in the qualifying round for 2006 FIFA World Cup.
- **TT\$21,857,382.00** in financial assistance from other Government State Agencies including Telecommunications Services of Trinidad and Tobago (TSTT), the National Gas Company (NGC), the National Lotteries Control Board (NLCB) and the Petroleum Company of Trinidad and Tobago (PETROTRIN) to the Trinidad and Tobago Football Federation
- The sum of **TT\$88,165,000.00** from various Private Sector Companies including Atlantic LNG, Adidas, BHP Bhililton and British Gas.
- **CHF 7Mn (TT\$35,280,000.00)** by FIFA upon Trinidad and Tobago's successful qualification to the FIFA World Cup 2006 in Germany.

In summary, the Government of Trinidad and Tobago contributed the sum of **Eighty-Two Million, Two hundred and Forty-Five Thousand, One Hundred and Thirteen Dollars and Fifty cents (TT\$82,245,113.50)** to the TTFF broken down as follows:-

Ministry of Sport and Youth Affairs -	\$TT60,387,731.50
Government State Agencies -	\$TT21,857,382.00

For their part, Private Sector Organisations contributed funds in the sum of **Eighty-Eight Million, One Hundred and Sixty-Five Thousand Dollars (TT\$88,165,000.00)** to TTFF for the National Senior Team's participation in the FIFA World Cup 2006.

Yours faithfully


Brent Williams
Legal Adviser
/f/ Ministry of Sport and Youth Affairs



Ministry of Sport and Youth Affairs

No. 12, Abercromby Street, Port of Spain, Republic of Trinidad and Tobago

Tel: 1-868-625-5522-4

Fax: 623-4507

E-mail: sportdiv@tstt.net.tt Website: www.tntsport.org.tt

July 20, 2007

Bates, Wells & Braithwaite London LLP
Solicitors
#2-6 Cannon Street
LONDON
EC4M 6YH

ATTENTION: MR. MIKE TOWNLEY

Dear Sir,

Re: Request for Information in Relation to Legal Proceedings

I have been asked by the Honourable Minister of Sport and Youth Affairs, Mr. Roger Boynes, to acknowledge receipt of your correspondence dated July 3, 2007 on the above subject matter.

After due consideration, the Honourable Minister is of the view that your request for information should be addressed within the context of the laws of Trinidad and Tobago pertaining to the release of government documents and information.

You are invited to make a formal request of the Ministry of Sport and Youth Affairs for the financial information you require by means of the Freedom of Information Act.

A copy of the legislation is attached for guidance in making your application.

Yours faithfully


MARGARET FARRAY
PERMANENT SECRETARY

PERMANENT SECRETARY
MINISTRY OF SPORT & YOUTH AFFAIRS

Sports Dispute Resolution Panel

Full Arbitration Procedure

No/Ref: _____

Filed and served this 4th day of October 2007

BETWEEN:

**MARVIN ANDREWS
CHRISTOPHER BIRCHALL
ATIBA CHARLES
CYD GRAY
IAN COX
CORNELL GLEN
SHAKA HISLOP
AVERY JOHN
STERN JOHN
KENWYNE JONES
KELVIN JACK
COLLIN SAMUEL
BRENT SANCHO
AURTIS WHITLEY
EVANS WISE
ANTHONY WOLFE**

Applicants

-and-

- (1) THE TRINIDAD AND TOBAGO FOOTBALL ASSOCIATION (also known as
'The Trinidad and Tobago Football Federation')**
- (2) OLIVER CAMPS (trading as 'Trinidad and Tobago Football Federation')**

Respondents

STATEMENT OF CLAIM

The Parties

1. The Applicants are professional football players who were all selected by the First Respondent to represent Trinidad & Tobago at the finals of the FIFA World Cup which were held in Germany during the months of June and July 2006 ("the Finals").
2. The First Respondent is a body corporate incorporated by Act No. 17 of 1982 ("the Act"; a copy of which is hereto attached and marked "A") with offices at No. 24 - 26 Dundonald Street, Port of Spain, in the Island of Trinidad. Section 3 of the Act sets out the aims and objectives of the First Respondent as, inter alia, '*to regulate and control the conduct of football in Trinidad and Tobago (under the Federation Internationale de Football Association system)...*' The Federation Internationale de Football Association (FIFA) is the world governing body for the sport of football. The First Respondent is the sole FIFA affiliated governing body for the sport of football within Trinidad and Tobago. The First Respondent styles itself as the 'Trinidad and Tobago Football Federation' or 'T&TFF'.
3. The Second Respondent is the President of the First Respondent and the apparent proprietor of an unincorporated business trading as '*Trinidad and Tobago Football Federation*' registered in his name under the Registration of Business Names Act 1932 on the 5th of April 2006. In his application for registration (a copy of which is hereto attached and marked "B") the Second Respondent stated that the nature of his business was that of a '*Football Association*'.
4. The First Respondent is responsible for the selection of the Trinidad & Tobago national football team. The expression 'team' includes not only those football players that actually play in any match but the squad of players selected for each competition, tournament or match. The squad will typically consist of a larger number of players than are ultimately involved in the team that actually plays (or are 'on the bench' as a potential substitute) in any

match. The First Respondent is also responsible for making all the necessary arrangements to enable the national team to compete in the various competitions and friendly international matches in which it participates.

5. The First Respondent's responsibilities include entering into contracts and other arrangements with players selected to make up the Trinidad & Tobago national team. In addition to paying the costs involved in participating in these matches this will typically include such matters as the financial compensation payable to players by way of a match fee, bonuses and other incentives, reimbursement of expenses, and such matters as sharing commercial revenue generated by the commercialisation of the players' and/or the team's name, fame and reputation, including sponsorship, product endorsement and what are sometimes referred to as player 'image rights' deals.
6. At all material times the Applicants (and other players making up the squad that had been selected by the First Respondent for the Finals but who have not joined in this arbitration) in their dealings with the First Respondent were represented by a committee ('the Players Committee') which had authority to act for all the Applicants. The Players Committee was formed during the Summer of 2005 to represent the interests of the Trinidad & Tobago team especially in relation to their participation in the Finals, if qualification was achieved, and for the purpose of conducting such negotiations and concluding such contracts as may be expedient. The players making up the Players Committee were Messrs Andrews, Hislop, Sancho, Dennis Lawrence and Stern John.
7. Mr Jack Warner was at all material times and remains the controlling will and mind of the First Respondent, and also of a company known as LOC Germany 2006 Limited (Company #1138631) and possibly other companies and entities with an involvement with Trinidad and Tobago football. LOC Germany 2006 Limited appears to the Applicants to have been some form of commercial agent of the First Respondent. Attached to this Statement of Claim are copies of various press reports (marked 'C') which together evidence the control that Mr Warner exercises in fact over the affairs of the

First Respondent. Mr Warner is quoted in an article from the Trinidad Express newspaper from 19th September 2007 in which he states that he is, in effect, Trinidad football in the following terms;

'I look and I look and I look but they ain't calling my name, but in this country when you say football is me'

The Background to the Contract between the Parties

8. On 16th November 2005 Trinidad and Tobago qualified for the Finals by beating Bahrain 2-1 on aggregate over the two matches played against them. Qualifications for the World Cup Finals are hotly contested and 2006 was the first time that Trinidad and Tobago had ever qualified for the final stages of the senior football World Cup.
9. Upon qualifying for the Finals the First Respondent became entitled to a participation award from FIFA in the sum of Swiss Francs (FIFA being based in Zurich, Switzerland) CHF 7,000,000 (approximately US\$ 5,600,000). Qualification also means a guarantee of world wide television and mass media exposure for the team and the players making up the national squad. There is an inevitable commercial spin off to this in that companies (especially, but certainly not exclusively, sporting goods manufacturers) will pay very large sums of money to be associated with any of the teams that have made it through to the Finals.
10. In anticipation of Trinidad & Tobago qualifying for the Finals, and particularly the commercial benefits that would accrue to the First Respondent if that was to happen, on the 9th November 2005 (three days before the first of two games to be contested against Bahrain the result of which would determine whether or not Trinidad & Tobago qualified for the Finals) a meeting took place at the Crown Plaza Hotel, Wrightson Road, Port of Spain, Trinidad. This meeting was attended by Mr Jack Warner and Mr Richard Groden (T&TFF General Secretary) representing the First Respondent. The Applicants (and other players making up the squad that had been selected by the First

Respondent for the Finals but who have not joined in this arbitration) were represented at this meeting by Mr Marvin Andrews, Mr Shaka Hislop, Mr Stern John, Mr Russell Latapy, Mr Denis Lawrence, Mr Brent Sancho and Mr Dwight Yorke. Messers Sancho, Lawrence, John, Andrews and Hislop together made up the Players' Committee that had authority to act for all the Applicants at the said meeting and at the subsequent meetings referred to below. Messers Yorke and Latapy had not been playing for the national team at the time of the formation of the Players' Committee but at some time after the formation of the Players' Committee both players made themselves available for selection to the Trinidad & Tobago national team and being senior and highly respected players they were invited to attend this meeting.

11. The business of this meeting was for the parties to explore the possible arrangements for the squad's financial remuneration in the event that they were able to beat Bahrain and thereby secure qualification for the highly lucrative Finals. Discussion took place around the concept of sharing certain commercial revenues and that discussion broadly reflected the agreement that was ultimately reached as particularised below, however no concluded terms were agreed at this stage as everything was dependant upon qualification.
12. Following qualification for the Finals there was a further meeting between the Applicants and the First Respondent which took place on the 8th January 2006. Again the Applicants were represented by their committee which by this time included Kelvin Jack. Neither Dwight Yorke nor Russell Latapy were in attendance at that meeting. The players in attendance were Brent Sancho, Shaka Hislop, Stern John, Kelvin Jack, Dennis Lawrence and Marvin Andrews. The First Respondent was represented at this meeting by Jack Warner, Richard Groden, Bruce Aanensen (team manager) and Mike Berry (who carried out a number of business and organisational functions for the First Respondent within the UK as well as being a FA Licensed Agent and the agent to a number of the T&T players playing in British Leagues including Dennis Lawrence). This meeting took place in London at the Mandarin Oriental Hotel. The purpose of this meeting was to finalise the arrangements

that had been discussed on the 9th November 2005 in Trinidad and to confirm some other matters which had not been previously agreed such as match fees. This meeting was minuted by the Team's manager, Mr Bruce Aanensen. A copy of those minutes is attached to this Statement of Claim and marked 'D'.

13. The next day (9th January 2006) there was a further meeting between Bruce Aanensen and Shaka Hislop (which took place at the Hilton Hotel, Dartford) which also involved by telephone most the other members of the Players Committee. This meeting took most of the day and at the end of which there was concluded a points system based largely on appearances in the qualifying games from which each player's percentage entitlement to the FIFA participation award was worked out and agreed. That appears as a table annexed to the minutes of the 8th January meeting.

The Contract between the Parties

14. At the 8th January 2006 meeting the following terms were agreed ("the Agreement"):
 - i. If the Team qualified for the Finals the players who had participated in the qualification games would collectively receive a payment equivalent to 50% of the CHF 7,000,000 participation award to be paid to the First Respondent by FIFA;
 - ii. If the Team qualified for the Finals the players who made up the World Cup squad for the Finals would collectively receive:
 - a. A payment equivalent to 50% of the profit arising from the six warm-up games that were to be arranged and played as part of the team's preparation for the Finals. These warm up games were against Iceland, Peru, Wales, Slovenia, FC St. Pauli and the Czech Republic and because of the huge interest in the team that had been created by their qualification these matches

were expected to be well attended, televised, and commercially successful (which in the event they were); and

- b. A payment equivalent to 30% of the commercial revenue generated as a consequence of the team's participation in the Finals. Commercial revenue in the context of this agreement meant the value of revenue generated by all commercial agreements whether in money or goods or services being paid to or made available to the First Respondent (or any other company or entity mentioned at 14vii. below) as a consequence of the team's qualification to the Finals. This would include for instance the value of clothing and other kit supply deals (the money paid for the right to supply the team and the value of the goods supplied) and other deals made in return for commercial/brand exposure which would become available to the First Respondent because the national team had qualified for the Finals, other corporate sponsorship and payments and licensing and merchandising revenues.
- iii. The Applicants would be paid their various entitlements within a reasonable time of the various sums being received by the First Respondent (or any other company or entity described at 14 vii).

The terms set out at 14 iv – x below are to be implied into the Agreement by reason of being the obvious intention of the parties and also as a matter of business efficacy.

- iv. The First Respondent was obliged to keep the Applicants informed of the amounts and likely payment dates for the various revenues, and in the case of the match revenues to calculate the profits on these matches using standard and accepted accounting procedures.
- v. The First Respondent was obliged to maintain proper accounts of all the revenues which it had agreed to share with the players (whether that

revenue was paid to the First Respondent or another party) and to allow inspection of those accounts for the purpose of verifying the total amount due to the players.

- vi. In so far as the First Respondent used the services of a third party (such as a commercial sponsorship agent) it would do so acting at all times in the best interests of the First Respondent and would contract with any such agent on normal arms length commercial terms.
- vii. The First Respondent would account to the Applicants in respect of all revenue of the type covered by the Agreement whether that revenue was paid to the First Respondent, the Second Respondent or:
 - (a) to a company, or companies, that were owned by the first and/or second Respondents, or, were owned or controlled, legally or beneficially, individually or together, by Jack Warner and/or the Second Respondent and/or Richard Groden or any nominee of any of them;
 - (b) to Jack Warner and/or the Second Respondent and/or Richard Groden, individually or together, legally or beneficially, and/or to an agent acting on their behalf; or
 - (c) any other party under the effective ownership or control of or serving as agent of the First Respondent, the Second Respondent, Jack Warner and/or Richard Groden.
- viii. The First Respondent would use its best endeavours to maximise the revenue which was to be shared with the players under the Agreement.
- ix. Payment of all sums due to the players would be made without deduction or set off save where this was specifically agreed.
- x. That if any officer, employee, adviser or agent of the First Respondent was to establish any business in the name of the First Respondent (or a

name confusingly similar to the name of the First Respondent) or otherwise hold himself out as the First Respondent then the First Respondent and that officer, employee, adviser or agent would be liable to account to the players for monies received by that officer, employee, adviser or agent in the same way as the First Respondent under the Agreement.

15. The Applicants provided consideration for the Contract by playing for the team (or being available to play).

The Variation of the contract

16. At a meeting held on the 12th day of June 2006, in the team hotel in Rottenberg, Germany, the Players Committee and Mr Jack Warner (acting on behalf of the First Respondent) agreed to vary a term of the Agreement so that the entitlement of the players making up the World Cup squad to 30% of the commercial revenues set out at paragraph 14(ii)b, would be increased to 50%. The consideration for this variation agreement was that the players agreed to accept late payment of monies due under the Agreement.

The Participation Player Agreement

17. At the end of March or in the beginning of April 2006, the players who had been selected to play in the Finals were obliged to sign a 'Player Agreement.' The Player Agreement was expressed to run until 31st July, 2006.
18. The Player Agreement did not cover the matters dealt with in the Agreement. The terms of the Player Agreement had no relevance to the terms of the Agreement, nor did the fact that the players entered into the Player Agreement in anyway limit or supersede the obligations of the First Respondent under the Agreement.
19. In Trinidad High Court proceedings that have now been stayed in favour of this arbitration the issue arose as to the effect of the arbitration provisions in

the Participation Player Agreement. Attached hereto marked 'E' is the Application Notice of the Respondents and the first affidavit of Mr Groden filed on behalf of the Respondent in those proceedings. A copy of the Participation Player Agreement is attached to the first Affidavit of Mr Groden. The affidavit in reply sworn by Shaka Hislop is attached hereto and marked 'F'.

Withholding of monies from the FIFA participation award

20. The First Respondent (or someone on its behalf) was paid the sum of CHF 7,000,000 by FIFA as compensation for its participation in the Finals, 50% of which was due to the team. Mr Warner told the Applicants that the First Respondent would suffer a deduction from this payment of an amount equal to 26.5% in respect of (1) withholding tax applied by the German tax authorities (being at the rate of 21.5%) and (2) as a mandatory payment towards players medical/health insurance (5%). The First Respondent appears to have made a deduction of this amount in full from the one half share due to the players and in any event the First Respondent has only paid to the team the sum of CHF 2,000,000. In fact no such deductions were made by FIFA or the German tax authorities and the Applicants are together owed the amount of CHF 755,550 (referred to as 'the Tax/Insurance Withholding') being the amount of their entitlement wrongfully withheld by the First Respondent.
21. At the request of the Applicants (and other players not participating in this Arbitration) the First Respondent withheld the sum of US\$ 36,000 (referred to as 'the Charity Withheld Sum') from the amount due to the players from the CHF 7,000,000. The intention of the players at the time of the request was to have this money paid to charity but they had not at that time decided which charities should benefit. Of the Charity Withheld Sum, the sum of US\$ 26,608.70 is the proportion due to the Applicants.
22. By letters dated 6th December 2006, 23rd January 2007, 30th January 2007 and 28th February 2007, the Applicants, through their solicitors, have requested the First Respondent to pay the due proportion of the Charity

Withheld Sum to the Applicants but the First Respondent has neglected or failed or refused to do so. A true copy of each of these letters is contained within Exhibit S.H.2 in the attachment marked "F".

Duty to account and the inadequacy of accounts that have been provided

23. In order to determine whether or not the First Respondent has complied with its obligation under the Agreement, the Applicants are entitled to receive from the First Respondent, and from the Second Respondent in respect of any monies covered by the Agreement received by his apparent sole trader business, on request, an account of any sums received by any party which is, or may be, subject to the terms of the Agreement.
24. On or about the 23rd August 2006 the First Respondent produced what it purported to be an account of the gross revenues earned by the First Respondent and the share of those revenues which were allegedly due to the players ('the Player Account'). That account is hereto attached marked 'G'.
25. In the 'Summary' box the Player Account states that the TTFF made a *'Net Profit of \$950,403.49, 50% of which will be for equal distribution amongst the players and officials, and 50% to the T&TFF'*.
26. The basis of the revenue sharing which is set out in the said 'Summary' is wrong in that the Applicants' entitlement is as set out in the Agreement referred to at paragraph 14 above. Save in respect of the warm up games, the parties did not agree to share 'Net Profit' but to share certain revenue generated from the team's participation in the Finals. The overall T&TFF 'profit' was for the First Respondent to manage based on revenue received by it and its control of expenditure. The amount of profit the First Respondent would be able to generate depended on factors outside the control of the Applicants such as: in relation to the qualification matches how the income or expenditure was to be generated, the price of the tickets for admission, the sale of advertising, television or other rights, or the choice of suppliers or cost of the various services required to put on the matches; or in the case of the

commercial revenues, the terms of the commercial agreements entered into by the First Respondent, its agents or associated companies and the amount of its general office overhead costs it chose to attribute to World Cup matters rather than to its other functions. In relation to profit, this would also depend on the amount of public subsidy by way of Government grants which were available to the First Respondent and costs would be wholly or partially offset by the payment of these Government (and other public authority) grants and the FIFA CHF 7,000,000 participation award. Further, the suggestion in the Summary Box that the Agreement contained any provision to distribute money to '*players and officials*' is wrong. The Agreement was entered into between the First Respondent and the Players Committee acting on behalf of all the players and dealt with the entitlement of the players only. It did not involve the team officials who were not a party to the Agreement.

27. The Player Account that was provided to the players was defective and failed to discharge the First Respondent's duty to provide an accurate account of all monies due to the players under the Agreement. The Player Account was incomplete and inaccurate in a number of ways, in particular:

- 27.1 In relation to the players' entitlement to a share of the revenue arising from the Warm-Up Games as set out in paragraph 14(ii)(a) above:

27.1.1 The Player Account failed to identify in any detail the revenue attributable to the Warm-Up Games. Under the heading '*B Aanensen Warm Up Games*' there is a global figure of \$9,258,100 for income for all the games which confusingly appears in the column for '*Sponsorship*'. This global figure is given without any break down by ticket sales, on-site advertising, hospitality, television, sponsorship or other commercial revenue, bar and catering receipts. In the circumstances it is simply impossible to begin to establish the accuracy of the figure;

27.1.2 The total figure disclosed as income to the First Respondent from all sources is just TT\$ 18,924,157;

27.1.3 Equally the expenditure attributed to the Warm-Up Games in the Player Account is incomplete and does not include many of the items of expense that would normally be associated with a football match and are identified against the earlier qualification matches in the same document;

27.1.4 Such revenue as is included as having been earned from the Warm Up games was set off in the Player Account against expenditure and losses incurred for the 12 qualification matches which were not part of the Agreement. These qualification matches produced an apparent overall loss to the First Respondent based on the disclosed accounting. The players never agreed that the losses apparently relating to these qualification matches were part of the Agreement.

27.2 In relation to the players' entitlement to a share of the commercial revenue as set out in paragraphs 14(ii)(b) and 16 above, the Player Account fails to disclose any such commercial revenue at all. There is no reference to the income from the team's sponsors, such as Adidas, KFC, Carib, and eBay among others. There is no mention of licensing and merchandising revenues or of any specific product endorsement income, or any other revenue of this type. Attached hereto and marked 'H' is a press article taken from the Trinidad Mirror newspaper from New Years day 2006 which in turn sets out the terms of a letter apparently written by Mr Daryll Warner, who is Jack Warner's son, purportedly on behalf of LOC 2006 Ltd to a distributor of merchandise bearing some image or mark identifying the Trinidad and Tobago team. The letter invites the recipient to enter into a formal licence for merchandising purposes and makes the point that there is an official licensing operation being conducted around the team's participation in the Finals. This operation was apparently backed up by the force of Swiss Counsel who it was suggested held instructions to take action against *'any illegal or fraudulent merchant behaviour'*.

- 27.3 According to the Player Account, the total income from all sources was stated to be TT\$ 18,924,157 and the sum to be shared with the players (and officials) (the purported profit) is just TT\$ 475,201.75.
28. At around the same time as the Player Account was given to the players a different set of accounts appeared on the First Respondent's web site at www.socawarriorstt.com. This account, 'the Web Site Account', is attached hereto and marked "I".
29. It is not clear what the purpose of the Web Site Account was intended to be. It was addressed to Mr Warner in his capacity as President of CONCACAF (the Confederation of North, Central American and Caribbean Association Football). It was apparently sent under cover of a letter to Mr Warner on the 5th October 2006. However the following matters appear relevant for the purpose of this arbitration;
- 29.1 The Web Site Account, like the Player Account, deals in the main with profit and loss accounting for the 12 Qualification Matches, which are irrelevant to the calculation of what the Applicants are owed under the Agreement.
- 29.2 The words '*Amount Due @ 50%*' appear on the document although what is referred to is not clear.
- 29.3 The Web Site Account does attempt to separately identify the sponsorship income and lists the following sponsors with the following revenue set out next to their names;
- | | |
|---------------|--------------|
| Adidas | \$1,800,000; |
| TSTT/BMobile | \$4,000,000; |
| Busta | \$1,000,000; |
| KFC | \$1,000,000; |
| Carib | \$3,000,000; |
| T&TEC | [blank]; |
| NGC | \$500,000; |
| BHP Billinton | \$150,000; |

Petrotrin \$1,000,000;
Titan Methanol\$15,000,
British Gas \$ 250,000;
Ebay \$300,000.

- 29.4 These figures for sponsorship revenue appear to be substantially understated. For instance, it was widely reported in the press and confirmed in the First Respondent's own press release of 9th December 2005 (attached hereto and marked "J", note that Shaun Fuentes is the press officer of the First Respondent) that the Adidas deal alone was worth US\$11.5 million and not TT\$1,800,000 (approximately US\$290,000). The total for all sponsorship revenue is stated to be a mere TT\$13,015,000, and the total for income from all sources is stated to be TT\$ 22,681,052 which the Applicants believe are substantial understatements of the true position in each case.
30. To the extent that the Player Account or the Web Site Account purport to be an overall profit and loss account for the entire T&TFF 2006 World Cup campaign they both fail to include any income from government sources or FIFA.
31. Other than by reference to the FOI disclosure described at 33 below which is the best evidence currently available to the Applicants, the Applicants are unable to give further particulars of income which ought to have been included in either of the accounts and was not so included, or of other defects, omissions and inaccuracies with the Player Account or the Web Site Account until after receipt of a full and accurate account from the First Respondent, such account to include all revenues to be paid to the Applicants under the Agreement whether received by the First Respondent, the Second Respondent or individuals or companies listed at paragraph 14(vii) above.

The Requests for an Account

32. By a letter dated 24th October 2006, Michael Townley, a solicitor acting on behalf of the Applicants, wrote to the First Respondent setting out in detail the

terms of the Agreement. In that letter Mr Townley stated that the players were dissatisfied with the accounts that had been produced and asked for proper accounts to be produced, this request was repeated in letters to the First Respondent dated 29th November 2006, 6th December 2006, 23rd January 2007, 30th January 2007 and 28th February 2007. To date no further account or accounting information has been provided by the First Respondent.

Freedom of Information Act request.

33. On the 22nd August 2007 the Applicants' solicitors made a request for information under the Trinidad and Tobago FOI Act. In response to that request the Ministry for Sport and Youth Affairs in Trinidad and Tobago wrote a letter on 13th September 2007 which disclosed very substantial amounts of money that had been provided to the First Respondent by both public authorities in Trinidad and Tobago and also commercial entities. Copies of this correspondence are attached hereto and marked 'K'.

The Breach of Contract

34. The First Respondent and the Second Respondent have acted wrongfully, and in breach of the Agreement, as follows:

PARTICULARS OF BREACH

- 34.1 the First Respondent and the Second Respondent have failed to account to the Applicants, in the manner requested or in any way that satisfies their obligation under the Agreement, for sums due to the Applicants under the Agreement;
- 34.2 the accounts which the First Respondent did provide to the Players were defective, incomplete and inaccurate in breach of the First Respondent's obligation to properly account to the Applicants under the Agreement;

- 34.3 the First Respondent has not responded adequately to the Applicant's solicitors repeated requests for a proper account;
- 34.4 The First Respondent has failed to pay any sum at all to the Applicants under the Agreement in respect of the Warm Up match revenue or the commercial revenue;
- 34.5 The First Respondent has failed to pay to the Applicants the Tax/Insurance Withheld Sum of CHF 755,550;
- 34.6 The First Respondent has failed or refused to account to the Applicants for their share of the Charity Withheld Sum;
- 34.7 The First Respondent has failed to provide a separate account for revenue falling under the Agreement and received by the Second Respondent or by any individual or company listed in paragraphs 14(vii) above.

PARTICULARS OF LOSS

- 35. Save that in respect of the Tax/Insurance Withheld Sum and the Charity Withheld Sum where the Applicants loss is CHF 755,550 and US\$26,608.70 respectively, the Applicants are unable to give particulars of their loss until receipt of a full and accurate account supported by evidence, and/or the provision of further information in this arbitration.

AND the Applicants claim:

- A. An account of all sums due from the First Respondent to the Applicants under the Agreement including sums received by
 - (a) any company, or companies, that were owned by the First and/or Second Respondents, or, were owned or controlled, legally or beneficially, individually or together, by Jack Warner and/or the Second Respondent and/or Richard Groden or any nominee of any of them;

- (b) Jack Warner and/or the Second Respondent and/or Richard Groden, individually or together, legally or beneficially, and/or by to an agent acting on their behalf; or
 - (c) any other party under the effective ownership or control of or serving as agent of the First Respondent, the Second Respondent, Jack Warner and/or Richard Groden
- B. An account of all sums paid to the Second Respondent of the type referred to under the Agreement.
- C. An order for payment by the First Respondent and/or Second Respondent to the Applicants of all sums found to be due from the First Respondent and/or Second Respondent to the Applicants on the taking of the account under A above.
- D. Payment of the Charity Withheld Sum, being US\$26,608.70.
- E. Payment of the Tax/Insurance Withheld Sum, being CHF 755,550.
- F. Further, or alternatively, damages for breach of contract.
- G. The Applicants further claim compensation by way of interest on any sums found to be due to the Applicants, at such rate and for such period as the arbitrator thinks fit.
- H. Costs

- I. Further or other relief, including all further necessary or appropriate accounts, inquiries or directions.

For Bates Wells & Braithwaite London LLP
Signed on behalf of the Applicants

Dated 4th October 2007

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FIFA ups World Cup prize money

Mark Ledsom | April 27, 2005 15:33 IST

FIFA is to sharply increase total prize money at next year's World Cup finals to 332 million Swiss francs (\$281.1 million).

The winners of the tournament in Germany will walk away with 24.5 million Swiss francs, more than double the total for the 2002 World Cup, while every qualifying nation will pocket a minimum of seven million Swiss francs.

Football's world governing body announced the 38 percent rise in total prize money at its annual financial media conference on Tuesday when it said its liquid assets had risen to 439 million Swiss francs.

FIFA posted annual profits for 2004 of 158 million Swiss francs, an increase of 12 percent compared to 2003.

"We have taken another significant stride towards our goal of having equity of between 350 and 450 million Swiss francs by the end of 2006," said FIFA President Sepp Blatter in a statement.

"That equity, together with the results we have already posted from marketing, will further strengthen FIFA's solid financial foundations."

Blatter added that the increased prize money reflected the World Cup's central role in the marketing of the game.

"We can only carry out our various global projects because we have such good contracts for the World Cup, and because it is such an exceptional, attractive and exciting event," he said.

"This (increase in prize money) is just to reward the qualifying teams for their efforts, and to promote this game of football -- not only for the benefit of the money but for the good of the game.

"We are not a bank and we don't want to make a lot of money. But we do want to have normal equity and reserves because we don't know how long this good and positive situation will last."

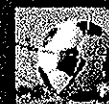
FIFA has made a priority of increasing its liquid assets since the financial collapse of its marketing and television rights partners, ISL and Kirsch, in 2001 and 2002.

"That was a noisy and unnecessary chapter in FIFA's history, but now we are looking forward with great, great optimism," added

ALL THE GAMES



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Blatter on Tuesday.

"We have learnt our lessons from the events of 2001 and 2002."

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December 3, 2007

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FIFA to boost 2006 World Cup prize money

(Agencies)

Updated: 2005-04-27 08:38

Prize money for the 32 teams at next year's World Cup in Germany will be 332 million Swiss francs, which is \$280 million at the current exchange rate.

The amount given to teams, 38 percent higher than previously announced, will range from 7 million Swiss francs (currently \$5.9 million) for teams beaten in the first round to 25.5 million Swiss francs (\$21.5 million) for the champion, FIFA said Tuesday.

"We are not a rich confederation, but we are a comfortable confederation," said Sepp Blatter, president of the sport's governing body. "And if we have more money, we will distribute more money to our national associations."

FIFA said that at the end of 2004 it had assets of \$370 million, and this "positive financial development" allows for more prize money.

Most of FIFA's 2004 revenues were generated by sponsorship deals for the 2006 World Cup, Blatter said.

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