

## **2nd Labour Court of Ribeirao Preto**

**Procedure n. 0000522-68.2014.5.15.0042**

**Claimant: Professional Players' Union of Sao Paulo**

**Plaintiff: Comercial Futebol Clube**

### **PROVISIONAL MEASURE: PRECAUTIONARY SEIZURE**

**PROFESSIONAL PLAYERS' UNION OF SAO PAULO** started a proceeding in order to obtain a precautionary seizure against **COMERCIAL FUTEBOL CLUBE** asking, *inaudita altera pars*, in synthesis, the seizure of the amount that has to be transferred to the Club by Rede Globo de Televisao, via Federacao Paulista de Futebol, in April 2014 as last instalment for the participation in the Campeonato Paulista de Futebol 2014. The claimant argued that the plaintiff "...stopped paying salaries and social security contributions to the personnel"

Attached power of attorney and more documents

#### **Legal grounds of the decision**

The Players' Union argues that the plaintiff issued unredeemed cheques in order to pay part of the salaries due to the Players before carnival and, to this day the Club remain unrepentant.

According to the facts introduced to the records, the Club received as "Broadcasting share" the amount of R\$ 2,600,000.00 (two millions and six-hundred thousand Reais) in four instalments, of which three were already paid on January, February and March of this year. Just the last instalment due in April remains unpaid, for an amount of R\$ 650,000.00 (six-hundred and fifty thousand Reais).

The claimant defined in its writ of summons the amount of the salaries overdue to the players and what they are entitled to receive as severance pay at the end of their employment contracts (date of expiry: attached documents n...). Total amount of the labour dues: R\$ 363,147.71 (Three hundred sixty-three thousand, one hundred forty-seven Reais and seventy-one cents). The claimant also stated that due to the relegation of the Club, the Players were dismissed.

According to art.335 of the Procedural Civil Code that states the application of rules of common experience in order to observe what commonly happens, was taken as notorious the non-compliance of the employment obligations by this sport association. That said, and taken into consideration the facts and the documents attached to this records, this Court is convinced of the necessity to grant the effectiveness of a future execution.

#### **Decision**

That said, this Court decides to **ACCEPT** the requests made by the Claimant's Attorney, **PROFESSIONAL PLAYERS' UNION IN THE STATE OF SAO PAULO**, in this **PROTECT PROCEEDING FOR PRECAUTIONARY SEIZURE** against **COMERCIAL FUTEBOL CLUBE** and determines the **notification to Rede Globo de Televisao and to Federacao Paulista de Futebol** in order for them to deposit the amount of R\$ 363,147.71 (Three hundred sixty-three thousand, one hundred forty-seven Reais and seventy-one cents) in the bank account specified in this proceeding, under penalty of disobedience in front of the Federal Public Prosecutor (Penal Code, article 330). In addition,

non-compliance with this judicial order will serve as accountability of both companies for the deposit of this amount.

The plaintiff is arraigned by sending a copy of the writ of summons, in order to challenge and indicate the evidence that considers necessary, within an unextendable period of 05 (five) days, under penalty of assuming as true the facts recounted in the writ of summons, according to the law.

Ribeirao Preto, March 27, 2014.

**WALNEY QUADROS COSTA**

**Labour Judge**