Arbitration CAS 2012/A/2967 PAE Levadiakos v. Yero Dia, award of 31 January 2014

Panel: Mr Rui Botica Santos (Portugal), President; Mr Pedro Tomás Marqués (Spain); Mr Arben Rakipi (Albania)

Football
Termination of the employment contract
Admissibility of a claim before the first instance
No just cause to terminate the contract
Termination by mutual consent

1. **It is within the first instance's own discretion to decide on a *prima facie* basis, whether or not the contents of a document filed by a petitioner are sufficient enough to be admitted as a claim. In any case, if the claim contains the minimum elements set out under the applicable procedural rules of the first instance body, it is to be considered as validly submitted.**

2. **Late payments generally constitute a just cause to terminate an employment agreement. However, a player who has just cause to terminate a contract should send a notice of termination granting the club a deadline to remedy any contractual breaches, failure to which he would terminate the contract with immediate effect.**

3. **If both parties, through their respective conduct and attitude, have shown that they are no longer interested in maintaining their contractual relationship, it follows that the employment contract has been terminated by mutual consent and that no compensation for unilateral termination of contract must be awarded.**

I. THE PARTIES

1. PAE Levadiakos, (hereinafter also referred to as "Levadiakos" or the "Appellant") is a Greek professional football club affiliated to the Hellenic Football Federation (hereinafter also referred to as the "HFF") and a member of the Fédération Internationale de Football Association (hereinafter also referred to as "FIFA").

2. Mr. Yero Dia, (hereinafter also referred to as the "Player" or the "Respondent") is a professional football player of French nationality.

II. FACTUAL BACKGROUND

3. This appeal was filed by Levadiakos against the decision rendered by the FIFA Dispute Resolution Chamber (hereinafter referred to as the "FIFA DRC") on 20 July 2012 (hereinafter referred to as the "Appealed Decision"). The grounds of the Appealed Decision were notified to the Parties on 15 October 2012.

4. Below is a summary of the most relevant facts and the background giving rise to the present dispute on the basis of the Parties' submissions and the evidence adduced during the hearing. Additional factual background may also be mentioned in the legal considerations of the present award. In this award, the Panel only refers to the submissions and evidence it considers necessary to explain its reasoning and confirms that it carefully heard and took into account in its discussion and subsequent deliberations all the written submissions, evidence and arguments presented by the Parties.

5. On or about the month of May 2007, Levadiakos and the Player entered into a promissory agreement (hereinafter referred to as the "Private Agreement") under which they agreed as follows:

   a) That the Player would sign a three year contract (hereinafter referred to as the "Employment Agreement") with Levadiakos valid from 1 July 2007 until 30 June 2010;

   b) That in exchange for his sporting services, the Player would receive EUR 150,000 to be paid in three instalments as follows: EUR 50,000 *"for the first year of cooperation (from 1 July 2007 until 30 June 2008)"*, EUR 50,000 *"for the second year of cooperation (from 1 July 2008 until 30 June 2009)"* and EUR 50,000 *"for the third year of cooperation (from 1July 2009 until 30 June 2010)"*;

   c) That the instalments were to be paid on a date which was to *"(…) be decided by the Club in the official contract of the player (…)"*.

   d) That Levadiakos would rent a house for the Player; and

   e) That by signing the Private Agreement, the Parties *"(…) have already signed a[n] employment contract and that they are agreeing that in the transfer period of July 2007 and in the official standard contracts (…) adopted from the Greek Football Federation [they] will proceed in the signing of a new official employment contract, which will be submitted dutifully to the HFF for approval, with the terms mentioned above, which will be reflected in the said contract, and the player will not be able to renounce the present agreement (…) if he does that then he will be obliged to pay a penalty fee of 100.000 Euros (…)"*.

6. On 1 May 2007, Levadiakos gave the Player two cheques of EUR 5,000 each (total EUR 10,000). The first cheque was dated 1 May 2007 while the second cheque was dated 4 May 2007. The Player cashed the cheques on 7 and 8 May 2007 respectively.

7. On 21 August 2007, Levadiakos and the Player signed the Employment Agreement, which was executed in the standard professional player's contract used by the Greek Super League. Under the Employment Agreement, which was valid from 21 August 2007 until 30 June 2010, Levadiakos agreed to pay the Player a monthly salary of EUR 735 to be paid at the end of each

month (clause 4.1). The Player was also entitled to the following payments, which total to EUR 69,000:

a) EUR 10,000 payable on 31 December 2007;

b) EUR 10,000 payable on 30 June 2008;

c) EUR 12,000 payable on 31 December 2008;

d) EUR 12,000 payable on 30 June 2009;

e) EUR 10,000 payable on 31 December 2009;

f) EUR 2,500 payable on 30 May 2010; and

g) EUR 12,500 payable on 30 June 2010

8. Pursuant to clauses 4.1 and 4.2, of the Employment Agreement, the Player was also entitled to the following bonuses:

a) A Christmas bonus of EUR 735;

b) An Easter bonus of EUR 367.50;

c) A holiday bonus of EUR 367.50;

d) EUR 10,000 should Levadiakos remain in the Greek first division in the first season;

e) EUR 10,000 should Levadiakos remain in the Greek first division in the second season; and

f) EUR 15,000 should Levadiakos remain in the Greek first division in the third season

9. Under clause 4.3 of the Employment Agreement, the Player was entitled to an apartment.

10. In May 2008, the Player left Levadiakos for France. The Player claims that in leaving for France, he was going on holiday because the Greek Super League season had come to an end and that he had also notified Levadiakos to pay all his outstanding salaries of EUR 32,000. Levadiakos claims that the Player left without any authorisation, and/or notifying the club that he was owed some salaries, and that the Player still had some sporting commitments towards Levadiakos because the club was still engaged in some end of the season matches.

11. On 3 July 2008, the Player returned to Levadiakos with a friend called B. in readiness for the pre-season. He found that Levadiakos had changed the keys of his apartment and proceeded to ask someone at the club what was going on, only for the said person to tell him that he was no longer part of the team. The Player sought an alternative accommodation at a friend's house and then returned to France in the middle of July 2008.

12. Through the HFF, on 21 August 2008, the Appellant informed FIFA that the Player had deserted Levadiakos without any authorisation and/or leaving any information as to his whereabouts. This, according to Levadiakos, amounted to breach of contract and Levadiakos reserved its rights to take any action against the Player.

13. On 31 July 2009, the Player signed an employment contract (hereinafter referred to as the "New Employment Contract") with French club Entente Sportive Wasquehal (hereinafter referred to as "Wasquehal"). The New Employment Contract was valid from 1 August 2009 to 30 June 2010 and the player was to earn a gross minimum salary of 150 points per month (*i.e* EUR 2,010 per month).

14. On 1 September 2009, the Player informed Levadiakos as follows:

"Please send me my discharge letter because I sign with French amateur football club l'Entente Sportive Wasquehal which performs in the 5th division in France. In return, I undertake to suspend the legal procedure while waiting a response from you because as a courtesy I inform you that I send the case file to the FIFA".

15. On 5 September 2009, the Player reiterated his request to be released by Levadiakos so that he could join Wasquehal, informing the HFF that he had decided to file a claim before FIFA because he had not been paid since February 2008, from which date he no longer considered himself a Levadiakos player.

16. On 17 September 2009, Levadiakos requested the Player EUR 10,000 as compensation in return for releasing his International Transfer Certificate (hereinafter referred to as the "ITC").

II.1. The FIFA Dispute Resolution Chamber Proceedings

17. On 13 October 2009, the Player lodged a claim before FIFA.

18. On 13 October 2009, the Fédération Française de Football (hereinafter referred to as the "FFF") contacted FIFA in relation to the Player's ITC. It also forwarded the Player's request to be released from his contract with Levadiakos so that he could join Wasquehal, together with the Player's statement that Levadiakos had not paid him since February 2008.

19. On 4 November 2009, Levadiakos released the Player's ITC.

20. In a letter dated 11 December 2009 and sent to Levadiakos through the HFF, FIFA granted Levadiakos a deadline of 13 January 2010 to reply to the Player's assertions.

21. On 26 January 2010, Levadiakos filed its defence and also raised a counterclaim. Levadiakos averred that the Player had breached his contractual obligations by leaving the club without any permission and failing to return thereafter. Levadiakos' counterclaim sought EUR 10,000 from the Player, on grounds that the Player had breached an oral agreement to pay EUR 10,000 in exchange for the ITC.

22. On 8 April 2011, the Player replied to Levadiakos' defence and counterclaim. The Player argued that Levadiakos had breached its contractual obligations by refusing to allow him back into the team upon his return from holidays in July 2008. He claimed to have only been paid EUR 18,000 out of the EUR 50,000 due from the first instalment of the 2007-2008 season in the Private Agreement. He therefore sought outstanding salaries amounting to EUR 32,000

together with the following compensation for breach of contract: (i) EUR 50,000 as instalment payable during the 2008-2009 season based on the Private Agreement (ii) EUR 50,000 as instalment payable during the 2009-2010 season based on the Private Agreement (iii) a bonus of EUR 49,000 based on the Employment Agreement and (iv) damages of EUR 30,000. The Player denied the existence of an agreement to pay Levadiakos EUR 10,000 in exchange for the ITC.

23. In its final reply, Levadiakos argued that the Player's claim was time barred, having been filed on 8 April 2011 in relation to events which took place in May 2008.

24. On 20 July 2012, the FIFA DRC rendered the Appealed Decision and held as follows:

"1. The claim of (…) Yero Dia, is partially accepted.

2. (…) Levadiakos has to pay to the Claimant (…) outstanding remuneration amounting to EUR 32,000 within 30 days as from notification amount of GBP 400,000 to the Claimant, Birmingham City FC, within 30 days as from the date of notification of this decision.

3. The Respondent (…) has to pay to the Claimant (…) compensation for breach of contract amounting to EUR 77,890 within 30 days as from the date of notification of this decision.

4. In the event that the aforementioned amounts due to the Claimant (…) are not paid (…) within the (…) time limit), interest at the rate of 5% per year will apply as of expiry of the stipulated time limit (…).

5. Any further request filed by the Claimant (…) is rejected.

6. The counterclaim of the Respondent (…) is rejected.

7. (…)".

25. The Appealed Decision was based on the following grounds:

a) The Player's claim was not time barred because the submissions he filed on 8 April 2011 were in reply to the defence and counter claim filed by Levadiakos. Less than 2 years had elapsed between the date when the facts giving rise to the dispute arose and the date when the Player filed his claim, on 13 October 2009.

b) The Player left for France after the end of the Greek Super League. Levadiakos had not adduced any document proving that they had paid the Player all his salaries for the period of time the Player spent at the club. By the time he left for France in May 2008, the Player had not been paid for about 4 months.

c) Since the Player had acknowledged having received EUR 18,000 during the 2007-2008 season in connection with the Private Agreement, he was owed EUR 32,000 as outstanding salary for the said season. This amount represented more than half (and constituted the biggest part) of the Player's annual remuneration under the Private Agreement. Levadiakos had thus breached its contractual obligations to a substantial extent without any just cause. The Player had no valid reason to return to Levadiakos at the beginning of the 2008-2009 season and there was therefore no need to determine whether the Player's absence had been authorised.

d) Pursuant to Article 17.1 of the FIFA Regulations on the Status and Transfer of Players editions 2009 and 2010 (hereinafter referred to as the "FIFA RSTP"), compensation for breach of contract without just cause is determined on a case by case basis. The Player had not adduced any document proving his entitlement to a bonus of EUR 49,000. Even if the contracts would have entitled the Player to the said bonuses, they were not awardable because they were closely linked to Levadiakos' and/or the Player's future performance.

e) The time remaining under the Private Agreement corresponded to EUR 100,000. However, since the Player signed the New Employment Contract where he was to earn EUR 2,010 per month from 1 August 2009 until 30 June 2010, the amount of EUR 22,110 had to be taken into account in calculating the amount of compensation. Consequently, the Player's claim was partially accepted, and the Player was awarded EUR 77,890 as compensation.

f) Pursuant to Article 9 of the FIFA RSTP, an ITC is issued free of charge. In addition, Levadiakos had not adduced any evidence proving the existence of an agreement between them and the Player for the latter to pay the former EUR 10,000 in exchange for an ITC. Consequently, Levadiakos' counter claim was dismissed.

III. THE PROCEEDINGS BEFORE THE COURT OF ABITRATION FOR SPORT

26. On 29 October 2012, the Appellant filed its statement of appeal before the Court of Arbitration for Sport (hereinafter referred to as the "CAS"), pursuant to Article R48 of the Code of Sports-related Arbitration (edition 2012) (hereinafter referred to as the "CAS Code") and nominated Mr. Pedro Tomás Marqués, attorney-at-law, in Barcelona, Spain as arbitrator.

27. The Respondent did not nominate an arbitrator within the prescribed time limit. Consequently, the CAS Court Office informed him that the President of the CAS Appeals Arbitration Division, or his deputy, will proceed with the appointment of an arbitrator *in lieu* of the Respondent.

28. On 14 November 2012, the Appellant filed its Appeal Brief together with a bundle of exhibits and a witness statement it intended to rely on.

29. On 5 December 2012, the Respondent filed his answer, together with a bundle of exhibits he intended to rely on. The Respondent also stated that he had two witnesses who could testify in these proceedings: B. and F. The Respondent also contested the authenticity of the signatures contained in the documents dated 28 December 2007 and 29 February 2008 (exhibit 5 of the Appeal Brief), and therefore indicated that he *"would like one expertise of his signature"*.

30. On 11 December 2012, the CAS Court Office invited the Parties to state by 18 December 2012, whether they wanted a hearing or preferred to have the matter decided on the basis of their written submissions.

31. On 12 December 2012, the Appellant indicated its wish for a hearing to be held.

32. On 18 December 2012, the Respondent left the decision as to whether or not to hold a hearing at the Panel's discretion.

33. By communication dated 16 April 2013, the CAS Court Office informed the Parties that the Panel had been constituted as follows:

- Mr. Rui Botica Santos, Attorney-at-law, Lisbon, Portugal (President)
- Mr. Pedro Tomás Marqués, Attorney-at-law, Barcelona, Spain, appointed by the Appellant
- Mr. Arben Rakipi, Attorney-at-law, Tirana, Albania, appointed by the President of the CAS Appeals Arbitration Division *in lieu* of the Respondent.

34. On 26 April 2013, the CAS Court Office requested FIFA to provide a copy of all the documents and evidence used by FIFA in arriving at the Appealed Decision (hereinafter referred to as the "FIFA File").

35. On the same day, the Panel:

a) Granted the Respondent 15 days to adduce the witness statements of B. and F. if he intended to rely on them in these proceedings;

b) Granted the Appellant 15 days to comment on the Respondent's challenge to the authenticity of the signatures contained in the documents dated 28 December 2007 and 29 February 2008 (exhibit 5 of the Appeal Brief); and

c) Granted the Appellant 15 days to adduce English translations of exhibits 3, 4, 5, 9, 10 and 16 of the Appeal Brief and a similar number of days to the Respondent to adduce English translations of exhibits 3, 4, 5, 6, 7, 8 and 9 of his Answer.

36. On 8 May 2013, the Appellant requested an extension to adduce translations of the documents requested in the CAS Court Office letter dated 26 April 2013. On the same day, the CAS Court Office invited the Respondent to comment on the Appellant's request for extension by 13 May 2013.

37. On 22 may 2013, following the Respondent's failure to reply to the CAS Court Office's letter dated 8 May 2013, the CAS Court Office granted both Parties a new deadline of 31 May 2013 to adduce the translations requested in the CAS Court Office letter dated 26 April 2013. The Parties were informed that failure to adduce the translations would lead to the dismissal of the said documents.

38. On 30 May 2013, the Appellant filed English translations as requested in the CAS Court Office letter dated 26 April 2013 and also commented on the Respondent's challenge to the authenticity of the signatures contained in the documents dated 28 December 2007 and 29 February 2008 (exhibit 5 of the Appeal Brief).

39. On 31 May 2013, the Respondent requested a 20 days extension of the deadline for filing the translations requested in the CAS Court Office letter dated 26 April 2013.

40. On 5 June 2013, the CAS Court Office granted the Respondent a deadline until 12 June 2013 to file translations requested in the CAS Court Office letter dated 26 April 2013.

41. On 10 June 2013, FIFA sent the CAS Court Office a copy of the FIFA File.

42. On 12 June 2013, the Respondent informed the CAS Court Office that it had been unable to get a professional translator, and therefore requested that his deadline for filing the translations requested in the CAS Court Office letter dated 26 April 2013 be extended to 10 July 2013.

43. On the same day, the CAS Court Office granted the Respondent a deadline of 10 July 2013 to file translations requested in the CAS Court Office letter dated 26 April 2013.

44. On 9 July 2013, the Respondent filed translations requested by the CAS Court Office letter dated 26 April 2013 but did not file any witness statements.

45. On 29 July 2013, the CAS Court Office granted the Respondent 10 days to file witness statements of B. and F.

46. On 24 September 2013, the Order of Procedure was sent to the Parties, who both signed it on the same day.

47. On 3 October 2013, the hearing was held in Lausanne, Switzerland. The Panel was assisted at the hearing by Mr. Fabien Cagneux, Counsel to the CAS. The Appellant was represented by Mr. Theodore Giannikos. The Respondent was represented by Mr. Christian Hanus, who was assisted by Mr. Arthur Duclos as interpreter. The Player and B. testified by conference call.

48. Given the fact that the Respondent had in his Answer raised a counterclaim by requesting the CAS to uphold the Appealed Decision and to further award him the amounts he had claimed before the FIFA DRC without having filed a separate appeal against the Appealed Decision within the deadline set forth under Article 67.1 of the FIFA Statutes 2012, the Panel began the hearing by asking the Respondent to confirm his prayers and requests. The Respondent confirmed his withdrawal of the counterclaim and only requested that the Appealed Decision be upheld.

49. At the conclusion of the hearing, the Parties confirmed that they had no objection in respect to the manner in which the hearing had been conducted, in particular the principles of the right to be heard and to be treated equally in these arbitration proceedings.

50. As a follow up of the hearing, on 3 October 2013, the CAS Court Office granted the Appellant 10 days to adduce a statement from the bank confirming that an amount of EUR 4,500 had been transferred to the Respondent's bank account.

51. On 8 October 2013, the Appellant reverted with a statement from its bank as requested above.

52. On 10 October 2013, the CAS Court Office granted the Respondent three days to comment on the bank statements adduced by the Appellant on 8 October 2013.

53. The Respondent did not comment on the bank statements adduced by the Appellant on 8 October 2013, note of which was taken in the CAS Court Offices' letter to the Parties dated 17 October 2013.

IV. THE PARTIES' POSITIONS

IV.1. The Appellant's submissions

a) *The law applicable*

54. The Employment Agreement does not specify the law applicable. Since the contract was contracted in Greece, Greek Law should be applied in addition to the FIFA rules and regulations.

b) The Player's FIFA claim was invalid

55. The claim, or rather the letter filed by the Player before the FIFA DRC on 13 October 2009 was invalid. It did not meet the requirements set out under Article 9.1 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber edition 2008 (hereinafter referred to as the "FIFA Procedural Rules"), as it lacked the following elements:

"(…) c) the motion or claim; d) a representation of the case, the grounds for the motion or claim and details of the evidence; e) documents of relevance to the dispute, such as contracts (…) g) the amount in dispute".

56. Pursuant to Article 9.2 of the FIFA Procedural Rules, the FIFA DRC ought to have returned the claim to the Player with a warning that the petition would not be dealt with in the event of non-compliance.

57. Moreover, the FIFA DRC violated Article 9.2 of the FIFA Procedural Rules by granting the Player 10 days to reply to Levadiakos' defence, instead of submitting the case/petition to the competent committee for a formal decision, given the fact that the Player's claim dated 13 October 2009 was already invalid.

58. Although the Player failed to file his reply within the 10 days requested above, the FIFA DRC sent a letter dated 10 March 2011, granting the Player until 21 March 2011 to reply to Levadiakos' defence. This extension contravened Article 16.12 of the FIFA Procedural Rules, according to which a time limit may only be reset on a substantial request made within 3 days of the hindrance ceasing to exist. FIFA continued to violate Article 9.2 of the FIFA Procedural

Rules by granting the Player another extension to reply, which ultimately led to the Player finally file a proper petition on 8 April 2011.

59. All the aforementioned should lead to a finding that the Player's petition filed on 13 October 2009 is invalid.

c) The Player's FIFA claim was time barred

60. It was only on 8 April 2011 when the Player filed a proper and valid petition as required under Articles 9.1 and 9.2 of the FIFA Procedural Rules. Pursuant to Article 25 of the FIFA RSTP, *"[t]he Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute"*.

61. Consequently, and given the fact that the Player deserted Levadiakos in May 2008, the Player's time limit for filing his claim expired in May 2010. This means that his petition dated 11 April 2011 was time barred, and contrary to the Appealed Decision's findings, the petition dated 11 April 2011 was not a reply but was actually the petition which the Player had lodged for the first time.

d) The contractual relationship between the Parties

62. The Employment Agreement is and was the only valid contract between the Parties. This is corroborated by the fact that the Player requested and received cheques *"(…) in order to secure the excess money that were not included in the (…) Employment Contract"*. The Private Agreement, which was drafted in Greek, was only *"intended to cover the Player (…) until the signing of the official valid (…) super league Employment Agreement"*.

63. The Player's first season's salary of EUR 50,000 as specified in the Private Agreement had been guaranteed to him in the Employment Agreement. By accepting and cashing the two cheques of EUR 5,000 each issued on 1 May 2007, the Player agreed to sign the Employment Agreement, which stated that he would receive the first instalment of EUR 10,000 on 31 December 2007.

64. This is because the Player neither relied on nor trusted the contents of the Private Agreement because he did not speak Greek. The Private Agreement acted as security for Levadiakos by ensuring that the Player signed the Employment Agreement, failure to which he would have compensated Levadiakos with EUR 100,000.

65. Pursuant to clause 2.4 of the Employment Agreement, which states that *"[a]ny existing additional or subsequent agreements will be in writing and make reference to this agreement (…). No other additional contract may regulate the legal relationship between the parties"*, the effects of the Private Agreement came to an end on 21 August 2007, when the Employment Agreement was signed.

66. The Player was paid his monthly salaries of EUR 735 for the entire 2007-2008 season. In addition to this, he was paid two instalments in advance – the one due in December 2007 and the one due in June 2008. He was also paid part of the EUR 10,000 bonus which was to be paid if Levadiakos maintained its status in the Greek Super League.

67. In particular, Levadiakos paid the Player EUR 34,200 comprised of:

a) EUR 4,000 on 5 September 2007, broken down as follows: (i) A gross amount of EUR 663.93 (which represented the net monthly amount of EUR 735) and (ii) EUR 3,336.07. Levadiakos adduces a document dated 5 September 2007 bearing the Player's signature as an acknowledgment by the Player of receipt of these amounts.

b) EUR 4,000 on 12 October 2007, broken down as follows: (i) A gross amount of EUR 663.93 (which represented the net monthly amount of EUR 735) and (ii) EUR 3,336.07. Levadiakos adduces a document dated 12 October 2007 bearing the Player's signature as an acknowledgment by the Player of receipt of these amounts.

c) EUR 4,000 on 15 November 2007, broken down as follows: (i) A gross amount of EUR 663.93 (which represented the net monthly amount of EUR 735) and (ii) EUR 3,336.07. Levadiakos adduces a document dated 15 November 2007 bearing the Player's signature as an acknowledgment by the Player of receipt of these amounts.

d) EUR 12,700 on 28 December 2007. Levadiakos adduces a document dated 28 December 2007 bearing the Player's signature as an acknowledgment by the Player of receipt of this amount.

e) EUR 4,500 through a bank transfer on 5 February 2008. Levadiakos adduces a document drafted by an un-identified author, stating that *"[y]ou asked and confirmed to transfer the amount of 4.500 € from your account (…) Levadiakos Football S.A to the account of (…) DIA YERO (…). The transaction was successful (…)".*

f) EUR 1,000 on 29 February 2008. Levadiakos adduces a document dated 29 February 2008 bearing the Player's signature as an acknowledgment by the Player of receipt of these amounts.

g) EUR 4,000 on 21 March 2008, broken down as follows: (i) A gross amount of EUR 663.93 (which represented the net monthly amount of EUR 735) and (ii) EUR 3,336.07. Levadiakos adduces a document dated 21 March 2008 bearing the Player's signature as an acknowledgment by the Player of receipt of these amounts.

68. If you add the two cheques of EUR 5,000 each issued to the Player on 1 May 2007 (*i.e.* EUR 10,000) to above amount of EUR 34,200, the Player had received a total of EUR 44,200 by the time he decided to walk out of his contractual obligations in May 2008, *i.e.* all his monthly salaries of EUR 735, an advance payment of the two instalments of EUR 10,000, which were due on 31 December 2008 and 30 June 2008 and a partial advanced payment of the EUR 10,000 bonus which was to be paid if Levadiakos remained in the Greek Super League.

69. Therefore, the Player had been paid all his dues, with the exception of part of the EUR 10,000 bonus. In relation to the said bonus, the Player received EUR 4,200 and was to be paid the

remaining balance of EUR 5,800 towards the close of the 2007-2008 Greek Super League, once Levadiakos had maintained its status in the said league.

70. The Player agreed to compensate Levadiakos and telephoned the club's President, asking the President to send him a written request to that effect so as to have the compensation paid by Wasquehal. The said request was sent by Levadiakos on 17 September 2009.

71. It is strange for the Player to leave Greece in May 2008 by claiming not to have been paid since February 2008, but at the same time, to return to Greece in July 2008 and make no request for his outstanding salaries. At no time did the Player claim to have unpaid salaries. The aforementioned facts are corroborated by a statement adduced by Levadiakos' official, Mr. Ionannis Kompotis.

72. Despite having received all his salaries under the Employment Agreement, the Player breached the said agreement by disappearing from Levadiakos in May 2008 and took advantage of clause 4.2 of the Employment Agreement, under which he could terminate the agreement without having to compensate Levadiakos.

73. Article 16 of the FIFA RSTP prohibits the termination of contracts during the course of a season. The Player should therefore compensate Levadiakos for terminating the Employment Agreement without just cause by paying the value remaining thereunder, EUR 49,000, and also have sporting sanctions imposed upon him.

74. Levadiakos felt offended by the Player when he requested his ITC 14 months later in September 2009, and this prompted Levadiakos to ask him to pay EUR 10,000 "*as compensation for all the problems* [Levadiakos] *had to go through"*, such as paying the rent for his apartment and replacing furniture destroyed by the Player while he was living in the apartment.

75. Levadiakos concludes by requesting the CAS to:

"1. Revoke the Decision of FIFA's Dispute Resolution Chamber of 20th July 2012.

2. Accept all and every manifestation, argument, document and proof that the Appellant made and present as valid and true.

3. Decide that the Petition of the Respondent before FIFA was time barred.

4. Decide that the Respondent was without just cause terminated the employment contract and oblige him to pay to the Appellant the amount of 50,000 Euros.

5. Oblige the Respondent to pay all the costs of the proceedings before the Court of Arbitration for Sports including fees and expenses.

6. Oblige the Respondent to compensate the legal costs of the Appellant for the present case of a sum of 25,000 CHF".

IV.2. The Respondent's Submissions

76. Levadiakos' appeal has been filed in bad faith.

77. The two cheques of EUR 5,000 respectively dated 1 and 4 May 2007 related to the bonus due to the Player at the time of signing the Private Agreement. Contrary to Levadiakos' assertions, the Player was neither paid his first instalment of EUR 10,000 due on 31 December 2007 nor the second instalment due on 30 June 2008, and neither was he paid the bonus of EUR 10,000 which was to be paid had Levadiakos maintained its status in the Greek Super League.

78. In relation to Levadiakos' assertion that the Player was paid EUR 44,200, the Player reiterates that he *"received nothing for the entire season, or even, as it is claimed, the complement of December 2008 and June 2008"*.

79. In answer to the payments and transfers allegedly made by Levadiakos and mentioned at paragraph 68 above, the Player neither received EUR 1,000 on 29 February 2008, EUR 4,500 through a bank transfer on 5 February 2008 or EUR 12,700 on 28 December 2007. The signatures contained in the documents adduced by Levadiakos in relation to the payments allegedly made on 28 December 2007 (EUR 12,700), and 29 February 2008 (EUR 1,000) have been forged. The Player would like an expert to prove the authenticity of the signatures contained in these documents. The bank transfer of EUR 4,500 allegedly made on 5 February 2008 did not go through. This is proved by the fact that Levadiakos always paid the Player in cash.

80. The Player only received the signing bonus of EUR 10,000. The amounts paid by Levadiakos *"corresponded to minimum wages payable without take care of bonus and amounts included in the contract"*.

81. Since the Appellant claims that the Player telephoned the club's President in relation to the EUR 10,000 compensation allegedly due for the ITC, it is assumed that their telephone conversation was held in Greek and the Appellant cannot therefore claim that the Private Agreement was merely security and that the Player did not understand Greek.

82. Levadiakos did not pay the entire remuneration which was due in the first season, *i.e* until June 2008. Levadiakos only paid six monthly salaries of EUR 3,000 each, totalling to EUR 18,000. The Player was yet to be paid the following amounts which were due under the Employment Agreement:

    a) the first instalment of EUR 10,000, which was due on 31 December 2007;

    b) the second instalment of EUR 10,000, which was due on 30 June 2008 under the Employment Agreement; and

    c) a bonus of EUR 10,000 for Levadiakos maintaining its status in the Greek Super League.

83. The Player asked Levadiakos to settle his outstanding salaries before he left for holiday in late May 2008. Levadiakos assured him that he would be paid upon his return next season. Upon his return for the 2008-2009 pre-season together with a friend called B., the Player was shocked

to find that Levadiakos had changed the keys to his apartment. When the Player asked Levadiakos why he had no access to his apartment, a club official told him that he was no longer part of the club. Together with B., the Player was forced to live at a friend's apartment, F., before returning to France in mid-July 2008. The Player adduces a statement from B. in corroborating these assertions.

84. When he returned to Greece, the Player realised that Levadiakos had deleted his name from the club's website.

85. Levadiakos breached its contractual obligations and should, at the very least, pay him the amounts ordered in the Appealed Decision and/or the following amounts, which total to EUR 211,000:

a) EUR 32,000 as outstanding salary under the Employment Agreement, payable by June 2008;

b) The value remaining under the Private Agreement, totalling to EUR 100,000 calculated as follows: (i) EUR 50,000 due for the period 1 July 2008 to 30 June 2009, (ii) EUR 50,000 due for the period 1 July 2009 to 30 June 2010;

c) The value remaining under the Employment Agreement, EUR 49,000; and

d) EUR 30,000 for damage to his career as a result of having been unable to play.

86. In view of the above, the CAS should *"confirm the decision of the FIFA adjusting the sentences according to the legitimate requests of Mr. Yero Dia"*.

87. There was no agreement between Levadiakos and the Player for the latter to pay the former EUR 10,000 as compensation.

88. The Player concludes his submissions by requesting the CAS to:

"(…) confirm the decision of the FIFA, noting the Club's failures in its contractual obligations and will repair the entire disadvantage of Mr. Dia by according a total of € 191,000 (149,000 + 32,000) and € 30,000 in additional compensation for the damage to his career because he have been prevented to express himself in games, and as well € 10,000 to cover expenses related to this procedure".

V. LEGAL ANALYSIS

V.1 Jurisdiction

89. The jurisdiction of the CAS, which is not disputed, derives from Article 67.1 of the FIFA Statutes (edition 2012) and Article R47 of the CAS Code. Moreover, the Parties confirmed the jurisdiction of the CAS by signing the Order of Procedure.

90. It follows that the CAS has jurisdiction to decide this dispute.

V.2 Admissibility

91. In accordance with Article 67.1 of the FIFA Statutes 2012, *"[a]ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question"*.

92. The grounds of the Appealed Decision were notified on 15 October 2012 and the Statement of Appeal filed on 29 October 2012. This was within the required twenty one days.

93. It follows that the appeal is admissible. Furthermore, no objection has been raised by the Respondent.

V.3 Applicable Law

94. Article R58 of the CAS Code provides the following:

"The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

95. Pursuant to clause 11.2 of the Employment Agreement, the Parties agreed to *"(…) comply with the Statutes, Regulations and Decision of FIFA, UEFA, H.F.F and the relevant Professional Association (…) which constitute an integral part of this agreement (…)"*.

96. It is evident from the above provision that the parties did not intend to have their contract governed by Greek Law, but rather by the rules and regulations governing football at national and international level. It therefore follows that the Appellant's assertion that Greek Law ought to be applied is rejected. In any case, the Appellant has not invoked any specific Greek laws in supporting any of its submissions.

97. Given that the appeal relates to a decision issued by FIFA, reference must be made to Article 66.2 of the FIFA Statutes, which provides:

"The provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA (...) and, additionally, Swiss law".

98. The Panel therefore remarks that the *"applicable regulations"* are indeed all applicable FIFA rules and regulations material to the dispute at stake and supplemented, if necessary, by Swiss Law.

V.4 The Merits

a) Procedural Issues

i) Was the claim filed by the Player before FIFA invalid?

99. As highlighted in section IV.2 above, Levadiakos states that the claim filed by the Player before the FIFA DRC on 13 October 2009 was invalid because it did not meet the requirements set out under Article 9.1 of the FIFA Procedural Rules. To compound this, and in contravention of Article 16.12 of the FIFA Procedural Rules, Levadiakos avers that FIFA granted the Player several extensions to reply to the defence filed to the FIFA claim, without any request for an extension having been filed by the Player. According to Levadiakos, Article 9.2 of the FIFA Procedural Rules required the FIFA DRC to return the claim to the Player with a warning that the petition would not be dealt with in the event of non-compliance.

100. The Panel remarks that it is within FIFA's own discretion to decide on a *prima facie* basis, whether or not the contents of a document filed by a petitioner are sufficient enough to be admitted as a claim. It is also FIFA's practice to allow the parties to complete their submissions at a later stage by inviting them to file further submissions or to reply to certain aspects of a case.

101. In any case, looking at the Player's claim, the Panel understands that although it was initially presented in a weak or superficial manner, the said claim did contain the minimum elements set out under Article 9.1 of the FIFA Procedural Rules, which states that a claim should, among others, contain *"(…) c) the motion or claim; d) a representation of the case, the grounds for the motion or claim and details of the evidence; e) documents of relevance to the dispute, such as contracts (…) g) the amount in dispute"*.

102. The Player presented the case by explaining why he wanted to be released by Levadiakos. His motion was grounded on the fact that Levadiakos had not paid him since February 2008 and he adduced evidence to corroborate his assertions, these being the relevant employment contracts, before finally asking the FIFA DRC to order Levadiakos to compensate him for breach of contract. Levadiakos has not adduced any substantial evidence proving that the Player's claim did not meet these procedural requirements.

103. Levadiakos' assertions in relation to the invalidity of the Player's claim before FIFA are therefore rejected.

ii) Was the Player's claim before FIFA time barred?

104. Levadiakos avers that the Player only filed a proper petition before the FIFA DRC on 8 April 2011 (and not on 13 October 2009), and that this should have led the FIFA DRC to dismiss his claim for having been filed outside the 2 year time limit established under Article 25 of the FIFA RSTP since the facts giving rise to the dispute occurred in May 2008, when the Player left Levadiakos.

105. The Panel however differs with Levadiakos. Article 25 of the FIFA RSTP states that *"[t]he Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute"*.

106. The events giving rise to the dispute arose on or about July 2008, when the Player returned to Greece from his holidays. In the Panel's view, the events which triggered the dispute ought to be associated and/or related to the fact or date when the Player first sought FIFA's intervention (13 October 2009), and not the date when the Player completed his claim before FIFA (8 April 2011).

107. In addition to this, the Player made Levadiakos well aware of the fact that he would be seeking redress before FIFA following the events which gave rise to the dispute as evidenced in his letters dated 1 and 5 September 2009, as well as the FFF's letter to FIFA dated 13 October 2009 requesting the Player's ITC and his release from Levadiakos for allegedly having not been paid since February 2008. It is therefore evident that there was an ongoing claim before FIFA, and the fact that the Player had not finalised the entire process of filing his claim does not mean that it was time barred.

108. It therefore follows that the Player filed his claim before the FIFA DRC within the required time limit.

b) Substantive Issues

109. From the submissions filed by the Parties, it is apparent that the issues for determination are:

i. Which document governed the contractual relationship between the Parties?

ii. Did the Player have outstanding salaries, and in case of the affirmative, how much?

iii. Who is responsible for the termination of the Employment Agreement?

iv. Is any party entitled to compensation?

i) Which document governed the Parties' contractual relationship?

110. Levadiakos avers that the Employment Agreement is and was the only valid contract between the Parties, especially because the Player requested and received cheques *"(…) in order to secure the excess money that were not included in the (…) Employment Contract"*. The Pre-Contract, which was drafted in Greek, was only *"intended to cover the Player (…) until the signing of the official valid (…) super league Employment Agreement"*.

111. The Player makes no specific comment on this issue, although it is evident that he received two payments (EUR 10,000) after signing the Private Agreement (and before the signature of the Employment Agreement), and received several cash payments and an alleged bank payment under the execution of the Employment Agreement which did not correspond to the amounts and instalments mentioned in the Employment Agreement. The Player has also not clarified

and explained the relationship between these two agreements, but the argumentation of any possible accumulation of these two contracts is clearly rejected by the Panel.

112. Looking at the latter parts of the Private Agreement, it clearly states that the Parties *"(…) declare that they have already signed an employment contract and (…) will proceed in the signing of a new official employment contract, which will be submitted dutifully to the HFF for approval, with the terms mentioned above, which will be reflected in the said contract (…)".*

113. A comparison between the financial terms contained in the Private Agreement (a total of EUR 150,000 spread over three seasons) and those contained in the Employment Agreement (a total of EUR 134,870 comprised of EUR 40,290 for the 2007-2008 season; EUR 44,290 for the 2008-2009 season; and EUR 50,290 for the 2009-2010 season) shows there is a minimal difference of EUR 15,130. This slight difference has even reduced to EUR 5,130 if we consider that the Player was paid EUR 10,000 after signing the Private Agreement.

114. It is therefore apparent that the Private Agreement only acted as an instrument through which Levadiakos pledged to pay the Player a determined amount of money with a view to securing his signature in the Employment Agreement. The Employment Agreement replaced the Private Agreement and acted as the official employment agreement the Parties intended to govern their contractual relationship.

115. Therefore, the Panel shall only regard the Employment Agreement for purposes of determining whether the Player was owed any outstanding salaries, and shall not consider any payments made prior to the celebration of the said agreement.

ii) Did the Player have outstanding salaries?

116. The Player claims that he was only paid EUR 18,000 for the 2007-2008 season, and that Levadiakos owes him EUR 32,000 for the said season.

117. Levadiakos denies the Player's assertion. It claims to have paid the Player a total of EUR 44,200 for the 2007-2008 season and reiterates that with the exception of a balance of EUR 5,800, which was to be paid towards the close of the 2007-2008 Greek Super League season, once Levadiakos had maintained its status in the said league, the Player received all his salaries for the 2007-2008 season.

118. In order to determine this issue, the Panel starts by assessing the total amount of the Player's salary and bonuses for the 2007-2008 season, as well as the amounts the Player was paid by Levadiakos.

119. In accordance with the Employment Agreement, Levadiakos agreed to pay the Player a total of EUR 40,290 for the 2007-2008 season, calculated as follows:

- EUR 8,820 (735 x 12) as monthly salary for the entire season;

- EUR 735 as a Christmas bonus;

- EUR 367.50 as an Easter bonus;
- EUR 367.50 as a holiday bonus; and
- EUR 10,000 payable on 31 December 2007;
- EUR 10,000 payable on 30 June 2008; and
- EUR 10,000 as a bonus if Levadiakos remained in the Greek Super League.

120. It is however obvious that the Parties were involved in a system of payment outside the deadlines specified in the Employment Agreement, as evidenced in the documents adduced by Levadiakos, which makes it difficult to determine the salaries which were paid and those which were outstanding.

121. Pursuant to Article 12.3 of the FIFA Procedural Rules *"[a]ny party claiming a right on the basis of an alleged fact shall carry the burden of proof"*. Article 8 of the Swiss Civil Code (hereinafter referred to as the "SCC") adds that *"[i]n the absence of a special provision to the contrary, the burden of proving an alleged fact rests on the party who bases his claim on that fact"*.

122. Levadiakos bears the burden of proving the salaries which were paid to the Player.

123. In discharging its burden of proof, Levadiakos has adduced documents claiming that the following amounts were paid to the Player:

a) EUR 4,000 on 5 September 2007;

b) EUR 4,000 on 12 October 2007;

c) EUR 4,000 on 15 November 2007;

d) EUR 12,700 on 28 December 2007

e) EUR 4,500 on 5 February 2008

f) EUR 1,000 on 29 February 2008; and

g) EUR 4,000 on 21 March 2008

124. The Player confessed having been paid EUR 18,000 and accepted the amounts mentioned by Levadiakos at paragraph 123 (a), (b), (c) and (g) above that total to EUR 16,000.

125. During the hearing, the Player also confirmed having received the cash payment related to EUR 1,000 mentioned at paragraph 123 (f), thereby retracting his earlier denial (as contained in his Answer) that the signature contained in the referred document had been forged.

126. Therefore, the Player acknowledges having received the cash payments referred to at paragraph 123 (a), (b), (c), (f) and (g) (in the total amount of EUR 17,000) out of the total amount of EUR 18,000 that he confesses to have received from Levadiakos. Given that the said amount of EUR 18,000 is higher than the amounts specified in the documentary evidence adduced by Levadiakos, the Panel takes into consideration the amount confessed by the Player in calculating the outstanding salaries.

127. The Panel then proceeds to assess payment evidence adduced by Levadiakos and disputed by the Player. The evidence in question relates to the cash payment receipt and the bank transfer mentioned at paragraph 123 (d) and (e) above.

128. The Player denies having received EUR 12,700 on 28 December 2007, and contests the authenticity of the signature contained in the document dated 28 December 2007 allegedly bearing his signature. The Player also denies having received EUR 4,500 through a bank transfer on 5 February 2008.

129. As mentioned in paragraph 121 above, the burden lies on Levadiakos to adduce sufficient evidence to the Panel's comfortable satisfaction proving the payments made to the Player.

130. In the Panel's view, the challenged cash receipt document related to the payment of EUR 12,700 is not, *per se*, satisfactory evidence. Levadiakos could have corroborated the same with witness statements confirming the payment and the reasons why this amount was paid in cash and not transferred into the Player's bank account.

131. Levadiakos has therefore failed to discharge its burden of proving that the Player was paid EUR 12,700 on 28 December 2007.

132. Looking at the bank transfer of EUR 4,500 made on 5 February 2008, the Panel refers to the official bank transfer confirmation received from Levadiakos after the hearing on 9 October 2013, which satisfactorily corroborates Levadiakos' assertion that an amount of EUR 4,500 was paid to the Player on 5 February 2008.

133. Despite having been invited to comment on the bank transfer confirmation adduced by Levadiakos on 9 October 2013, the Player failed to send any comments, and his silence by implication meant that he confirms receipt of the amount in question.

134. The Panel therefore finds that the Player received a total amount of EUR 22,500, *i.e* the confessed amount of EUR 18,000 plus the bank transfer in the amount of EUR 4,500.

135. Having in mind that the total salary and bonus for 2007-08 season was EUR 40,290 and that the Player only received EUR 22,500, the Panel finds that the Player was therefore owed an outstanding salary of EUR 17,790 as at the middle of July 2008.

iii) Who is responsible for the termination of the Employment Agreement?

a) Is the Player responsible for the termination of the Employment Agreement?

136. Levadiakos avers that the Player is responsible for the termination of the Employment Agreement, arguing that with the exception of an outstanding bonus of EUR 5,800 which was to be paid towards the close of the 2007-2008 Greek Super League once Levadiakos had maintained its status in the said league, the Player had been paid his entire salary for the 2007-2008 season and should therefore assume liability for having disappeared from Levadiakos in May 2008 without even notifying the club of any unpaid salaries.

137. The Panel however disagrees with Levadiakos' assertion. The Panel takes particular note of the fact that when the Player returned for pre-season training on 3 July 2008, he found that Levadiakos had limited his access to accommodation by changing the keys of the apartment. The concierge also informed the Player that the apartment was no longer available to him. The Player also stated that he was informed by Levadiakos' General Director as well as the President that he was no longer part of the team. These facts were confirmed by the Player and B. during the hearing.

138. The Panel notes that after the Player returned to France in the middle of July 2008, Levadiakos did not send any formal (or informal) notice asking him to return and/or stop breaching his contractual obligations.

139. The only communication the Panel acknowledges from Levadiakos is a letter dated 17 September 2009, in which Levadiakos seeks the payment of EUR 10,000 as *"compensation for all the problems* [Levadiakos] *had to go through"*, such as paying the rent for his apartment and replacing furniture destroyed by the Player while he was living in the apartment. This letter was however sent in reply to the Player's request for his ITC and not with the intention of seeking any compensation from the Player for allegedly terminating the Employment Contract without just cause.

140. Taking into consideration Levadiakos' attitude, it is clear to the Panel that it had no intention and/or further interest in the Player's services. Therefore, Levadiakos cannot claim that the Player is responsible for having brought the Employment Agreement to an end.

b) Is Levadiakos responsible for the termination of the Employment Agreement?

141. The Player faults Levadiakos for the events leading to the termination of the Employment Agreement on grounds that Levadiakos: (i) had not paid his salaries from February 2008; (ii) changed the keys to his apartment when he returned from his holidays in readiness for the 2008-2009 pre-season and (iii) excluded his name from the team's list of players for the said season.

142. It is evident from the findings made in section V.4 (b) (ii) above that the Player was owed several salaries/bonuses totalling to EUR 17,790 as at the middle of July 2008. In the Panel's view (as

held in by the FIFA DRC), these amounts represented a substantial amount of outstanding salary, given the fact that he was last paid on 21 March 2008.

143. Pursuant to constant CAS precedents (CAS 2007/A/1352), late payments generally constitute a just cause to terminate an employment agreement. However, and also in accordance with consistent CAS jurisprudence, a player who has just cause to terminate a contract should send a notice of termination granting the club a deadline to remedy any contractual breaches, failure to which he would terminate the contract with immediate effect (CAS 2007/A/1232 & CAS 2007/A/1210). This understanding is also shared in Article 14.3 of the FIFA Commentary that reads as follows:

"A player has not been paid his salary for over 3 months. Despite having informed the club of its default, the club does not settle the amount due. The player notifies the club that he will terminate the employment relationship with immediate effect. The fact that the player has not received his salary for such a long period of time entitles him to terminate the contract (…)". Footnote 62 to the above commentary also states that *"[u]nder normal circumstances, only a few weeks' delay in paying a salary would not justify the termination of an employment contract".*

144. From the facts and evidence adduced, corroborated by the testimonies provided by the Player and B., it seems that the Player's claim and major concern was the payment of his outstanding salaries and not the continuance of the contractual relationship.

145. It is undisputed that the Player never sent any written termination notice to Levadiakos, either justifying the termination or granting them a deadline to remedy the breaches.

146. Whereas Levadiakos might have acted in bad faith by deleting the Player's name from the club's website and/or changing the keys to his apartment in July 2008, this, in the Panel's view, did not warrant the Player's reaction of immediately returning to France. The Player ought to have sought an official confirmation from Levadiakos as to what was going on, or to alternatively issue the club a written notice asking it to immediately address the issue of accommodation and to accept his integration into the team.

147. Looking at what ensued after the Player left for France in the middle of July 2008, it is apparent that the Player no longer wanted to continue playing for Levadiakos and wanted to join another club, as evidenced in his letter dated 1 September 2009, where he requested Levadiakos to issue his ITC after he had actually managed to get another club, Wasquehal.

148. In view of the foregoing, the Panel concludes that the Parties no longer wished to continue with their contractual relationship and had, through their conduct, mutually accepted its termination. It therefore follows that both Parties accepted the termination of the Employment Agreement.

iv) Is any party entitled to compensation?

149. Following the Panel's finding that neither party is responsible for the termination of the Employment Agreement, it follows that neither of them is entitled to compensation therefrom. Consequently, Levadiakos' claim for EUR 50,000 as compensation for unilateral termination of

the Employment Agreement is dismissed. On the same breath, it also follows that the Player's request to confirm the compensation amount of EUR 77,890 ordered in the Appealed Decision is groundless.

Conclusion

150. In view of all the foregoing, the Panel finds that Levadiakos owes the Player EUR 17,790 as salaries outstanding for the 2007-2008 season. The Panel finds that neither party is responsible for the termination of the Employment Agreement, since both Parties passively accepted the termination of the Employment Agreement.

151. Regardless of the Parties' individual allegations as to what led to the termination of the said agreement, it follows that neither party is entitled to compensation for the termination of the Employment Agreement.

152. The Appealed Decision is therefore partially set aside and modified to the effect that Levadiakos must pay the Player an outstanding remuneration of EUR 17,790, together with a 5% annual interest rate calculated from the said amount with effect from 30 days following the notification of the Appealed Decision. Any and all other prayers and requests are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by PAE Levadiakos against the FIFA Dispute Resolution Chamber Decision dated 20 July 2012 is partially upheld.

2. That part of the FIFA Dispute Resolution Chamber Decision dated 20 July 2012 ordering PAE Levadiakos to pay Mr. Yero Dia EUR 32,000 as outstanding remuneration plus EUR 77,890 as compensation for breach of contract is set aside and modified to the effect that:

   a) PAE Levadiakos shall pay Mr. Yero Dia EUR 17,790 as outstanding remuneration; and

   b) PAE Levadiakos shall pay Mr. Yero Dia a further 5% annual interest rate calculated from the above amount of EUR 17,790 with effect from 30 days following the date of notification of the FIFA Dispute Resolution Chamber Decision dated 20 July 2012

(…)

5. Any other or further claims are dismissed.