Arbitration CAS 2011/A/2463 Aris FC v. Javier Edgardo Campora & Hellenic Football Federation (HFF), award of 8 March 2012

Panel: Mr Romano Subiotto QC (United Kingdom), President; Mr Rui Botica Santos (Portugal); Mr Hernán Jorge Ferrari (Argentina)

Football
Termination of a contract of employment
CAS jurisdiction (withdrawal of consent)
Conditions for the hearing of a witness
Validity of a termination agreement by mutual consent
Validity of the waiver of the player's financial claims under the employment agreement

1. **A party cannot unilaterally withdraw its consent to arbitration and raise an exception of lack of jurisdiction after the filing of its answer, such exception being then clearly out of time. In general, the circumstances alleged in order to justify a party's change of mind can only be taken into account in application of Article R56 of the CAS Code if they are exceptional circumstances justifying the late filing of the respondent's submission on CAS jurisdiction. Moreover, the new version of the regulations of a federation can have no impact on the CAS jurisdiction if the procedure before CAS was already pending when the new regulation entered into force.**

2. **A party's right to present evidence, including witness testimonies, only applies to the extent that appropriate submissions are made in time and in accordance with the applicable rules and procedural formalities. In application of Article R44.3 of the CAS Code, a CAS panel has the power to order the examination of witnesses if deemed necessary. In this respect, the mere fact for a panel to refuse, for valid reasons, to use its investigatory powers to hear a witness does not violate the principle of equality of arms provided for in the European Convention for Human Rights (ECHR). As a general rule, only shortcomings in legal representation which are imputable to the State authorities can give rise to a violation of Article 6(3)(c) ECHR.**

3. **The applicable regulations of a federation may require that, in order for a player to be fielded in an official match, the employment agreement between the player and his club is filed with the federation according to relevant formal requirements In this respect, the parties to an employment agreement are free to validly enter into a termination agreement by mutual consent if the termination is agreed prior to the filing of a formal agreement extending the original contract with the federation.**

4. **Absent any evidence regarding the existence of provisions of the applicable national regulations stipulating that a player is prevented from agreeing to waive part of his salary in return for being released prematurely, a termination agreement can clearly**

establish that a player, upon signing the agreement, intended to waive any outstanding financial claim he would have had under the employment agreement.

The Appellant, Aris Football Club (the "Club"), is a professional Greek football club located in Thessaloniki that competes in the 'Superleague Greece' and is a member of the Hellenic Football Federation (the "HFF"), the body in charge of governing football in Greece.

The First Respondent, Javier Edgardo Campora ("Campora"), is a professional football player, who played for the Club from January 2009 until June 2010. Campora was born on January 7, 1980 and is a citizen of Argentina.

The Second Respondent, the HFF, is the governing body of football in Greece. It has its registered office in Athens, Greece. The Appellant and the Respondents are collectively referred to as the "Parties".

On January 23, 2009, Campora entered into an employment contract with the Club pursuant to which he was to render his professional services to the Club until June 2010 (the "Employment Agreement"). On April 19, 2010, Campora and the Club entered into an additional agreement extending the term of Campora's employment from July 2010 until June 2012 (the "Extension Agreement").

However, only shortly after signing the Extension Agreement, the Appellant and the First Respondent agreed on the termination of the Extension Agreement, and signed an agreement to this effect on June 22, 2010 (the "Termination Agreement"). The Termination Agreement also sought to terminate all outstanding financial obligations of the Club towards Campora under the Employment Agreement.

After signing the Termination Agreement, Campora had his signature certified at the local police station and returned to the Club's offices to conclude the termination of the contract and, as he claims, to receive cheques for the outstanding payments. To Campora's surprise, however, the Club refused to hand over any cheques.

The Club argued that Campora had waived the right to any outstanding payments under the Employment Agreement on the basis of Article 3 of the Termination Agreement, which provides as follows (unofficial translation provided by the Club. The official agreement was concluded in both Greek and Spanish):

> *"The football player CAMPORA JAVIER EDGARDO declares that he has no further financial or any other kind of claim against F.C. Aris, related to regular payments or bonuses resulting from the accrued of the previous contract of the Super League, valid till 30th of June 2010 and from the above mentioned Private Agreement of Renewal of a Contract that was signed on the 19th of April 2010".*

Campora claims that he immediately (*i.e.*, on the same day) instructed his lawyer to challenge the validity of the Termination Agreement and to raise the issue with the relevant HFF authorities.

On June 23, 2010, one day after signing the Termination Agreement, Campora filed a claim with the HFF Committee of Financial Disputes Resolutions ("HFF PEEOD"), requesting full compensation for the outstanding payments under the Employment Agreement, amounting to a total sum of €204,383.87.

The HFF PEEOD essentially found that Campora, by signing the Termination Agreement, had reached a settlement with the Club whereby he waived all rights to his outstanding salary under the Employment Agreement in exchange for being released from the Extension Agreement.

Campora appealed the decision to the HFF Arbitration Court – Appeals Division (the "HFF ACAD"), which set aside the decision of the HFF PEEOD by decision of May 17, 2011 (the "HFF Decision") and ordered the Appellant to pay a total amount of €204,383.87 to Campora.

The HFF ACAD overruled the decision of the HFF PEEOD on three grounds. First, it attached significant importance to the fact that Campora sought legal advice immediately after signing the Termination Agreement and filed a claim only a day later. According to the HFF ACAD, this demonstrates that Campora did not intend to waive any right to payments under the Employment Agreement by signing the Termination Agreement. In this respect, the HFF ACAD also noted that there was no reason for Campora to terminate his contract on June 22, 2010, as it would expire only eight days later. It would therefore be unreasonable to believe that he would have given away an amount of €204.383,87 to the Club.

Second, the Arbitration Court of Appeals found that the Termination Agreement was not valid as it was not made in accordance with the HFF Regulations on the Status and Transfer of Players (the "HFF Regulation"). According to Article 9(3)(c) of Annex A of the HFF Regulation, any termination of a contract by mutual consent must be countersigned by an attorney or authorized representative of the player, such as his official agent. Non-compliance with this article leads to the invalidity of the termination of the contract. Since the Termination Agreement was only signed by Campora, the Arbitration Court of Appeals found that it was not a valid agreement.

Third, the Arbitration Court of Appeals found that the Termination Agreement was not valid as it was not made in accordance with Greek labor law. According to established jurisprudence, an employee can only waive that part of his salary that is above the minimal wage. Moreover, the waiver must be specific and explicit. However, the Termination Agreement *"was drafted and signed solely as an agreement for contract termination"*, without mentioning anything about a *"forgiveness of debt"*. It is therefore clear that the formalities concerning a waiver of salaries are not met.

The Club appealed the HFF Decision to the CAS by a Statement of Appeal dated May 27, 2011, in which Campora and the HFF were identified as respondents. The Club appointed Mr. Rui Botica Santos as arbitrator. Campora, with the tacit agreement of the HFF, appointed Mr. Hernán Jorge Ferrari as arbitrator, after Mr. Carlos Terán, whom it had appointed first, had to resign for personal reasons. By letter of August 18, 2011, the CAS advised the Parties that the President of the CAS Appeals Arbitration Division had nominated Mr. Romano Subiotto QC as President of the Panel.

Together with its Statement of Appeal, the Club filed a request for a stay of the challenged decision. Further to Campora's objection to this request, the Panel dismissed it by Order of November 11, 2011. The grounds of this decision were notified to the parties on December 14, 2011.

The Club filed its Appeal Brief on June 7, 2011. By letter dated June 15, 2011, Campora asked for an extension to file his response until July 20, 2011, because the HFF had temporarily suspended its services since June 6, 2011. By letter dated June 20, 2011, the Club agreed to the extension. The Club agreed to a similar extension for the HFF. Campora filed his response on July 19, 2011. The HFF never filed a response, even if it had also been duly granted the opportunity to do so.

An Order of Procedure was issued on November, 23 2011, and was signed by the Club and Campora, but not by the HFF.

By letter of December 9, 2011, the parties were informed that, at the hearing, they will be given the opportunity to express their views on CAS jurisdiction and were provided with a previous CAS award (related to cases CAS 2010/A/2170 & 2171) and a previous CAS decision (related to case CAS 2008/A/1525).

An oral hearing took place in Lausanne on December 15, 2011. Campora and the Club were represented at the hearing and counsel of each of the Parties submitted oral arguments. As the HFF never filed a response nor replied to any letters of the CAS, and was not represented at the hearing, the Club announced during the oral hearing that the appeal was no longer directed towards the HFF and that it no longer wished to consider the HFF as respondent.

The Club was assisted by an interpreter and it called as witness Mr. Agapitos Abelas, former player and current team manager of the Club, who had been present when the Parties discussed the reasons and terms for terminating the Extension Agreement. This witness had been duly announced in the Appeal Brief.

LAW

CAS Jurisdiction

1. Article R47 of the Code provides as follows:

   Article R47 Appeal

   An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body.

2. Article R47 of the Code allows for a case to be brought before the CAS if the arbitration is based on consent of the parties. Such consent should be deemed to exist if the Parties proceed on the merits without raising any defense of lack of jurisdiction (the principle of *Einlassung*) (*See*, *e.g.*, KAUFMANN-KOHLER/RIGOZZI, *Arbitrage international, Droit et pratique à la lumière de la LDIP*, wed. Weblaw, Bern, 2010, p. 238, MAVROMATI D., *Jurisprudence of the Swiss Federal Tribunal in Appeals Against CAS Awards on Jurisdiction*, in Sports Law Report, 2/2011 p. 37 ff, p. 40, Decision of the Federal Tribunal (DFT) 4P_105/2006 of 4 August 2006, Y, FFE, EIER v. FEI at 6.3. Based on Article 186 of the Swiss Federal Code on Private International, any defense of lack of jurisdiction must be raised before any defense on the merits: *"L'exception d'incompétence doit être soulevée préalablement à toute défense sur le fond"*. This is reflected in Article R55 of the Code, which requires that a Respondent must present any defense of lack of jurisdiction in the Answer.

3. Neither of the Parties challenged the jurisdiction of the CAS, and both the Appellant and the First Respondent signed the Order of Procedure, thereby recognizing that *"[b]y signing the present order, the parties confirm that they agree that the CAS has jurisdiction to adjudicate the present case, including concerning its own jurisdiction"*. With respect to the Second Respondent, the Panel hereby notes that the Appeal has been withdrawn as far as it was directed against it. CAS jurisdiction does therefore not even have to be addressed.

4. During the Oral Hearing, however, the First Respondent contested the CAS' jurisdiction. He argued that his consent was based on the 2010 version of the Football Matches Regulation of Professional Championships of the HFF (the "HFF KAP"). The 2011 version of the HFF KAP, however, no longer contains a reference to the CAS, and the First Respondent considers that the 2011 version of the HFF KAP should be applied retroactively to the current case. The First Respondent explained that he did not know about these new rules when signing the Order of Procedure, and that CAS jurisdiction can therefore not be based on his consent. The CAS would therefore not have jurisdiction to hear the present dispute.

5. The Panel notes, however, that a party cannot unilaterally withdraw its consent to arbitration and raise an exception of lack of jurisdiction after the filing of its answer, such exception being then clearly out of time (see above and the quoted references). CAS has therefore jurisdiction both on the basis of the order of procedure and by virtue of the *Einlassung* principle.

6. For the sake of completeness, the Panel furthermore notes that the circumstances alleged by the Respondent in order to justify his change of mind cannot be taken into account in application of Article R56 of the Code since they are not exceptional circumstances justifying the late filing of the First Respondent's submission on CAS jurisdiction. Indeed, as became clear during the Oral Hearing, the First Respondent based his argument that the 2011 version of the HFF KAP should be applied on a confused application of the principle of *lex mitior*, which clearly does not imply that one should always use the most recent version of a law or regulation. If that were the case, the HFF could simply amend its rules every time it was involved in a procedure (the First Respondent also made a vague reference to some general Greek jurisprudence, but failed to produce or quote the exact cases he was referring to).

7. The procedure before CAS, which is subject to the Swiss Federal Code on Private International and to the CAS Code, was already pending when the 2011 version of the HFF KAP, dated June 2011, entered into force. The Panel therefore considers that this new version of the HFF KAP could not have an impact on its jurisdiction in any event, and therefore deems that the First Respondent could not legitimately rely on it to withdraw a consent on which both the Appellant and the Panel have validly relied. The Panel has therefore jurisdiction to settle the dispute between the Club and Campora.

Hearing of a witness

8. The First Respondent did not ask for a witness to be heard in his written submissions. Only by letter of November 30, 2011, did counsel for Campora request that a witness be called. By letter of December 7, 2011 and further to a request from the President of the Panel, the First Respondent provided his explanation of the exceptional circumstances that would justify the late submission. First, the First Respondent had not submitted the name earlier because an *"oral hearing before the CAS is extremely unusual"* and because he was not in a position to submit the name of the witness earlier because *"we were not sure that he could be examined at the exact date of the hearing of the case*". Second, the First Respondent referred to Article 6(3) of the European Convention of Human Rights, claiming that a witness should be allowed to respect the principle of equality of arms.

9. By letter of December 9, 2011, the President of the Panel informed the Parties that he did not consider that the circumstances put forward by Campora justified the late filing of his request for the hearing of the witness. In particular, the President of the Panel considered that (i) the holding of a hearing is not unusual at CAS, (ii) the First Respondent himself had, by letter of August 2, 2011, underlined that *"the present case has to do exclusively with legal issues and not disputes regarding facts"*, and (iii) the First Respondent knew as from October 24, 2011, that a hearing would be held but waited until November 30, 2011 to request the hearing of the witness.

10. The President of the Panel nevertheless invited the First Respondent to submit a brief summary of the expected testimony, in order to determine whether it might deem that hearing of the witness would be appropriate and accept the testimony by using its investigating power in application of Article R44.3 of the Code for Sports-related Arbitration (the "Code"), applicable by reference of Article R57 of the Code. After receiving the expected testimony, the Panel decided not to use its investigating power in order to request the examination of the witness, in particular because the testimony concerned a mere repetition of the First Respondent's written submission (including its legal arguments).

11. During the oral hearing, counsel for Campora argued that the refusal to hear the witness constitutes a violation of Article 6(3) of the European Convention on Human Rights. In particular, the CAS rules concerning the hearing of witnesses would not be in line with the principle of equality of arms, because the Club did have a witness that was heard during the oral hearing.

12. The European Court of Human Rights has established that *"[t]he principle of equality of arms is part of the wider concept of a fair hearing within the meaning of Article 6 § 1 of the Convention. It requires a "fair balance" between the parties: each party must be afforded a reasonable opportunity to present their case under conditions that do not place them at a disadvantage vis-à-vis their opponent or opponents"*. See, *inter alia*, the following judgments: *Ankerl v. Switzerland*, October 23, 1996, Reports 1996-V, pp. 1567-68, § 38; *Nideröst-Huber v. Switzerland*, February 18, 1997, Reports 1997-I, pp. 107-08, § 23; *Kress v. France* [GC], no. 39594/98, § 72, ECHR 2001-VI; *Gorraiz Lizarraga and others v. Spain*, April 27, 2004, §56. In the present case, according to Articles R51 and R55 of the Code, the Appellant had the opportunity to present the names of the witnesses during the written submissions, ten days following the expiry of the time limit to appeal, and the First Respondent had twenty days from the receipt of the grounds for the appeal to submit an answer, containing the names of any witnesses it would like to have heard and a summary of their testimony. In addition, in application of Article R44.3 of the Code (applicable by reference of Article R57 of the Code), the Panel has the power to order the examination of witnesses if deemed necessary.

13. Given that the First Respondent had twenty days to present its witnesses, the Panel takes the view that he was afforded a reasonable opportunity to present its case, including any witnesses, under conditions that did not place him at any disadvantage vis-à-vis the Club, and the First Respondent has not put forward any argument that would show such disadvantage. The Swiss Federal Tribunal recently confirmed that a party's right to present evidence only applies to the extent that appropriate submissions are made in time and in accordance with the applicable rules and procedural formalities (Judgment of July 20, 2011, in X v. Jamaican Football Federation and FIFA, 4A_162/2011: *"Ein Anspruch auf Beweisabnahme besteht nur, sofern der Beweisantrag rechtzeitig und formgültig erfolgte"* (at paragraph 2.3.2)). The case before the Swiss Federal Tribunal concerned an appeal against CAS 2010/A/2108, in which the panel had denied hearing a witness because X's request to hear this new witness was late according to the procedural rules of the CAS.

14. The mere fact that the Panel refused, for valid reasons, to use its investigatory powers to hear a witness does not, in view of the Panel, violate the principle of equality of arms.

15. Counsel for Campora also argued that his mistake not to submit a witness with the written submission resulted from his inexperience in proceedings before the CAS, and that, according to case law of the European Court of Human Rights, the right to a fair trial should not be jeopardized by mistakes of an inexperienced lawyer.

16. As a general rule, only shortcomings in legal representation which are imputable to the State authorities can give rise to a violation of Article 6(3)(c) (See, *e.g.*, *Tripodi v Italy*, ECHR, February 22, 1994, in which the European Court of Human Rights ruled that it *"cannot hold the State responsible for a shortcoming on the part of the lawyer appointed by the accused"* (at paragraph 30), and Campora's counsel did not refer to any case law suggesting otherwise. The failure to submit a witness with the written submissions is clearly not imputable to a State authority but fully results from negligence on the part of the lawyer. At the end of the hearing Campora did however confirm that his rights had been satisfied since, thanks to the question he asked to the Appellant's witness, he had been able to obtain all the evidence he wanted.

17. At the hearing both the Club and Campora filed some legal documents (CAS awards, legal provisions) that were accepted in the CAS file.

Merits

18. The Parties do not agree on whose initiative the Extension Agreement was terminated. Campora disputes that he wanted to leave the Club, and claims he signed the Termination Agreement at the request of the Club. However, the Panel is of the view that the Termination Agreement itself is clearly one-sided, and aimed at compensating the Club for the early termination of one of its players.

19. If the Termination Agreement had been the initiative of the Club, one would have expected to see some consideration paid to Campora in return for his agreement. Moreover, in that case it would not make sense for Campora to agree that he could not play for another Greek club for another year, as he was recognized as a great player in Greece and allegedly had offers to play elsewhere (which he also acknowledged in his letter of June 16, 2011, in which he claimed that he would be returning to Greece to play for another Greek club for at least one season). Neither in his written submissions nor during the oral hearing did Campora explain why the Club would have wanted to terminate a newly signed contract with its star player.

20. The Panel also does not accept as true Campora's argument that he had initially expected to receive the outstanding payments under the Employment Agreement after signing the Termination Agreement. The Club convincingly argued that Campora had waived any entitlement to such payments in return for the early termination of the agreement. In addition, the Club presented termination agreements with other players to show that it carefully documents any outstanding payments, and also presented a witness who had been present during the negotiations with Campora. This witness confirmed that (i) Campora wished to be released from the Extension Agreement and (ii) that the Club asked for and Campora offered the waiver of his outstanding payments as compensation for the loss of its star player.

21. In this respect, the Panel does not accept Campora's argument that it does not make sense that he would have waived his salary while his Employment Agreement was going to expire in eight days and the Extension Agreement was not legally binding. If Campora really believed that he was not bound by the Extension Agreement and would be free to go in a matter of days, the Panel fails to understand why he would sign the Termination Agreement and agree not to play for another Greek team for one year in the first place.

22. Moreover, as confirmed by the decision of the HFF PEEOD, Campora only raised the issue that he would allegedly be handed over cheques until after the hearing before that Committee took place, while, until then, he had only argued that the Termination Agreement was simply not valid.

23. Taking into account these considerations, and in the absence of any evidence of an agreement between the Parties that Campora was to be paid any money after signing the Termination Agreement, the Panel believes that Campora had indeed offered to waive the right to any outstanding payments in exchange for being released from the Club.

24. The legal issues that are to be resolved by the Panel are therefore twofold. First, it must be established whether the Termination Agreement is valid and binding upon the Parties. Second, the Panel must consider whether, under Greek law, Campora could waive the right to his outstanding payments under the Employment Agreement.

A. The validity of the Termination Agreement

25. The core of the dispute between the Parties is whether or not the Termination Agreement, despite not being signed by Campora's lawyer or official agent, is a valid agreement in light of the requirement imposed by Article 9(3)(c) of Annex A of the HFF Regulation, which provides as follows:

> *"Specifically for the written terminations of the contract by mutual – two way agreement of the non-Greek football players it is required, under penalty of invalidity of the procedure of the consent termination of the contract, the simultaneous countersigning/certification of the written agreement by any representative of the football player, attorney at law of him or his official agent, the specific, explicit and written authorization for this purpose of the above legal representatives, as well as the certification of the accuracy of their signature in the agreement" (*Translation from Greek as provided by the Respondent).

26. The HFF Regulation requires that, in order for a player to be fielded in an official match, the employment agreement between the player and his club is filed with the HFF according to the formal requirements provided for in Article 9 of Annex A of the HFF Regulation. Once an employment agreement has been filed, the HFF must be notified about any amendments, and Article 9(3)(c) of Annex A of the HFF Regulation provides for a specific requirement in case agreements with foreign players are terminated (*i.e.*, the signature of a lawyer or official agent).

27. The procedure provided for in Article 9(3)(c) of Annex A of the HFF Regulation specifically relates to employment agreements that have already been filed with the HFF. It is undisputed, however, that the Extension Agreement (entered into by the Parties on April 19, 2010) had not yet been filed with the HFF when Campora indicated he wanted to leave the Club. At that stage, the Parties had only signed a "private agreement". The Panel notes that this agreement was concluded in Spanish, Campora's native language. The formal version of the agreement, as well as any amendments or termination notices, to be filed with the HFF must be in Greek, hence the requirement for an additional signature in case of a foreign player.

28. Thus, by signing the Extension Agreement, the Parties agreed to extend the terms of the contract and increase the salary of the Player, although an additional formal agreement was required to make sure that the Player could effectively compete in the Greek Super League. As the Parties decided to terminate the Extension Agreement prior to filing the formal agreement with the HFF, the requirements of Article 9(3)(c) of Annex A of the HFF Regulation were not

applicable, and the Parties were free to enter into the Termination Agreement (also concluded in Spanish) by mutual consent.

29. The Panel therefore considers that the Termination Agreement was valid, and effectively terminated the Extension Agreement.

B. Waiver of Salary

30. Both the HFF Decision and the Respondent alleged that, for a waiver of salaries to be valid under Greek law, it is required that the waiver is specific is concrete. According to the HFF ACAD, the Termination Agreement did not mention anything about a "forgiveness of debt" at all.

31. The Panel disagrees with this finding. The Termination Agreement explicitly provides that *"[t]he football player Campora Javier Edgardo declares that he has no further financial or any other kind of claim against F.C. Aris, related to regular payments or bonuses resulting from the accrued of the previous contract of the Super League, valid till 30th of June 2010 and from the above mentioned Private Agreement of Renewal of a Contract that was signed on the 19th of April 2010".*

32. The language in the original Spanish version is even more specific, as no reference to *"further … claim"* is made: *"El jugador Campora declara que no tiene ninguna financiera o de otra cosa exigencia de remuneraciones temporales o regulares que estan de su contrato […]".* It is clear from this provision that Campora, upon signing the Termination Agreement, intended to waive any outstanding financial claim he would have had under the Employment Agreement.

33. In any case, the requirements imposed by Greek law (and the case law to which the Respondent refers) generally relate to instances of employees earning the minimum wage. The Panel does not consider these to be particularly relevant, given that Campora earned €487,246 plus secondary benefits and bonuses in the period January 23, 2009 – June 30, 2010, all in addition to the monthly minimal salary as provided for by Greek law (€861.25 at the time the Employment Agreement was signed). Of this amount, only a relatively small portion was outstanding (and subsequently waived by Campora).

34. Taking into account the circumstances of the case, the Respondent has not provided any convincing argument that Greek law would have prevented Campora from agreeing to waive part of his salary in return for being released prematurely. The Panel therefore considers that the waiver or settlement, as agreed upon by the Parties when signing the Termination Agreement, is valid.

C. Conclusion

35. On the basis of the foregoing, the Panel concludes that by signing the Termination Agreement, Campora has effectively waived all his financial claims under the Employment Agreement. The Panel therefore sets aside the HFF Decision, and rules that the Club has no financial obligations towards Campora resulting from the Employment Agreement.

The Court of Arbitration for Sport rules:

1. Notes the withdrawal of the appeal filed by Aris FC as far as it is directed against the Hellenic Football Federation.

2. Upholds the appeal filed by Aris FC.

3. Declares that the decision of the Hellenic Football Federation Arbitration Court – Appeals Division of May 17, 2011 is set aside.

4. Notes that by signing the termination agreement of June 22, 2010, Javier Edgardo Campora has effectively waived all his financial claims under the employment agreement with Aris FC that was signed on January 23, 2009.

(…)

7. Declares that all other requests for relief are rejected.