CAS 2025/A/11190 Corrado Saccone v. Football Club Dinamo City

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Ms Reyes Bellver, Attorney-at-law, Madrid, Spain

in the arbitration between

Corrado Saccone, Italy

Represented by Mr Paolo Lombardi, Mr Ian Laing and Ms Emily Anne Williams, Attorneys-at-law, Lombardi Associates Limited, Edinburgh, United Kingdom

- Appellant –

and

Football Club Dinamo City, Albania

Represented by Mr Enton Lita, Attorney-at-law, Tirana, Albania

- Respondent -

I. PARTIES

1. Mr Corrado Saccone ("Mr Saccone", the "Appellant" or the "Coach") is an Italian professional coach, with address at 3, Via Fratelli Giuseppe, 81100 Caserta, Italy.

2. Football Club Dinamo City (the "Respondent" or the "Club") is an Albanian football club, affiliated to the Football Association of Albania ("AFA"), with VAT no. M12121037S and with address at Rr. Asti Gogoli, Lagjia 14, ZC 8516, Durrës, Albania.

3. The Club and the Coach shall individually be referred to as a "Party" and, collectively, as the "Parties".

II. FACTUAL BACKGROUND

4. The following is a non-exhaustive overview of the factual background based on the Parties' submissions. Additional facts and allegations may be addressed in the legal analysis. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, she refers in the Award only to the submissions and evidence she considers necessary to explain her reasoning.

5. This appeal concerns the amount of compensation owed by the Club to Mr Saccone, an Italian professional coach, for the termination of his employment relationship.

A. The contractual framework

6. On 8 July 2023, the Club sent an offer to the Coach (the "Offer"), comprised of:

   (i) for the 2023-2024 season, EUR 30'000 net per season and EUR 200 net per month for accommodation; and

   (ii) for the 2024-2025 season of EUR 36'000 net per season.[1]

7. On 20 July 2023, the Coach entered into an employment contract with the Club for the seasons 2023/2024 and 2024/2025 (the "Official Employment Contract") with a:

   (i) monthly net salary of EUR 700 (seven hundred Euro) for season 2023/2024; and

   (ii) monthly net salary of EUR 1'000 (one thousand Euro) for season 2024/2025.

8. The Official Employment Contract expressly provides, in Article 1, that "[t]*he Coach will provide the service of Athletic Trainer for the First Team, at the* [Club]".

[1] The Offer also referenced potential bonuses if the Club qualified for European competitions for both 2023-2024 and 2024-2025 seasons.

9. Between August 2023 and August 2024, the Coach received in his bank account payments of EUR 1'000, exceeding the net monthly salary agreed-upon in the Official Employment Contract for the season 2023/2024 (EUR 700). The Sole Arbitrator notes that the Appellant attributes this difference to a first image rights agreement, whose existence is not denied by the Respondent.

10. On 1 July 2024, the Parties signed an "*agreement for image rights*" (the "Second Image Rights Agreement"), with Article 2 lit. a) of such agreement providing that the Coach would be paid EUR 2'500 per month from 1 July 2024 to 30 June 2025. Additionally, under Article 2 lit. a), the Club also agreed to pay for the Coach's rent, up to a maximum of EUR 400 per month.

B. The events leading to the termination of the employment relationship

11. On 27 August 2024, the Club issued a disciplinary decision that, *inter alia*, resulted in a warning being imposed to the Coach for, allegedly, reacting inappropriately to the club's management staff and abandoning the training camp without informing.

12. On 5 September 2024, the Club sent an email to the Coach releasing him from First Team's work team preparation.

13. On 7 September 2024, the Club communicated to the Coach that he was officially reassigned from "*Athletic Trainer of the First Team*" to "*coach at the FC Dinamo City Academy*". The Coach insisted that he had no contract to work with the Academy or U-21 teams, but only with the First Team, and requested that the Club let him honor his employment contract. However, the Club did not share the Coach's understanding and refused to provide him with the First Team's training schedules.

14. On 23 September 2024, the Club notified the Coach of the decision to impose him a fine due to non-appearance at the training sessions of the Academy and U-21 teams.

15. On 28 September 2024, the Coach sent a letter to the Club requesting: (i) unconditional and immediate cancellation of the decision to transfer the trainer to the Academy and U-21 teams, (ii) unconditional and immediate return of the trainer to the first team, (iii) settlement of salary and rent for August 2024 and (iv) payment of the Coach's accommodation. The Club did not respond to the Coach's requests.

16. On 4 October 2024, through his legal counsel, the Appellant sent notice of termination of the Official Employment Contract and the Second Image Rights Agreement for just cause, as the contract could not be performed as originally agreed.

C. The proceedings before the Albanian National Dispute Resolution Chamber

17. On 22 October 2024, the Appellant filed a claim before the AFA, precisely its National Dispute Resolution Chamber ("Albanian NDRC"), against the Respondent in relation to the Club's breaches of its contractual obligations under the Official Employment Contract and the Second Image Rights Agreement. In his claim, the Coach requested the Albanian NDRC to, *inter alia*:

(i) order the Club to pay him "*the salary, image rights and rent for the months of August 2024 and September 2024 in the amount of 7,800 euro, plus 10% annual interest from September 10, 2024 until the date when the payment is made fully and effectively*"; and
(ii) order the Club to pay him "*the amount of 31,500 Euro as compensation for the immediate, unjustified and without reasonable cause termination of the employment contract plus 10% annual interest from the date when the termination of the contract was notified by the Coach on 04.10.2024 until the date when the payment is made fully and effectively*".

18. On 12 December 2024, the Albanian NDRC rendered its Decision (the "NDRC Decision"), which partially accepted Mr Saccone's claim. The operative part of the NDRC Decision reads as follows:

"*1. To partially accept the lawsuit.*

2. FC Dinamo City sh.a shall pay the plaintiff the salaries unpaid for the period August-June 2025 in the amount 10,000.00 (ten thousand) Euro, due to the immediate and unjustified termination of the employment contract.

3. The respondent FC Dinamo City sh.a shall pay the plaintiff the salary for the part of the image for the month of August 2024 in the amount of 2,500.00 (two thousand and five hundred) Euro.

4. The lawsuit shall be dismissed for the other requirements.

5. Judicial expenses, proven as made by the plaintiff, shall be charged to the respondent FC Dinamo City sh.a in proportion to the value accepted of the lawsuit, in the amount of 25% of them.

6. Against this decision can be appealed at the Court of Arbitration for Sports, recognized by the FSHS CAS Lausanne, Switzerland, within 21 days from the day this reasoned decision was served."

19. In sum, the NDRC Decision concluded that the Club unilaterally terminated the Coach's employment contract without just cause and ordered the Club to pay (i) outstanding salaries for August-June 2025 in the amount EUR 10'000 and (ii) the

payments owed under the Second Image Rights Agreement for August 2024 in the amount of EUR 2'500.

20. The Appellant did not challenge these findings, nor did the Respondent file an appeal against the NDRC Decision.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

21. On 13 February 2025, the Appellant filed a Statement of Appeal against the NDRC Decision with the Court of Arbitration for Sport ("CAS") in accordance with Article R47 *et seq*. of the Code of Sports-related Arbitration (the "CAS Code"). The Appellant requested that the case be submitted to a Sole Arbitrator, with English as the language of the proceedings.

22. On the same day, the Appellant filed an application for Legal Aid with the CAS Court Office and requested that the time limit to file the Appeal Brief be suspended until a decision was made regarding his Legal Aid application, granted on 18 February 2025.

23. On 21 March 2025, the Athletes' Commission of the International Council of Arbitration for Sport (ICAS) issued an Order on Request for Legal Aid, which accepted his request for Legal Aid for CAS arbitration costs, including the CAS Court office.

24. On 21 March 2025, the CAS Court Office initiated arbitration proceedings under the reference *CAS 2025/A/11190 Corrado Saccone v. Futboll Club Dinamo City* and, *inter alia*, invited the Respondent to comment on the Appellant's request to submit the matter to a Sole Arbitrator and advised the Respondent that, unless it objected (no objection was ever received), the language of the proceedings would be English.

25. On the same day, the CAS Court Office advised the Albanian Football Federation of that the fact that an appeal had been lodged against the NDRC Decision and invited the Albanian Football Federation to comment on whether it intended to participate as a party in the present arbitration pursuant to Article R41.3 of the Code. The Albanian Football Federation never replied to this letter sent by the CAS Court Office.

26. On 8 April 2025, the CAS Court Office acknowledged receipt of the Appellant's Appeal Brief and set a deadline for the Respondent to submit its Answer pursuant to Article R55 of the Code.

27. On 9 April 2025, since the Respondent did not provide the CAS Court Office with its position on the composition of the Arbitration Panel within the given deadline, the Deputy President of the CAS Appeals Arbitration Division decided to submit this case to a Sole Arbitrator, pursuant to Article R50 of the CAS Code.

28. On 22 April 2025, the CAS Court Office acknowledged receipt of the Respondent's Answer and invited the Parties to inform whether they preferred a hearing and/or a case management conference to be held.

29. On 23 April 2025, the Appellant expressed his preference for a hearing by videoconference to be held in this matter.

30. On 29 April 2025, the Respondent expressed its preference for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.

31. On 1 May 2025, the CAS Court Office informed the Parties that, in accordance with Article R54 of the Code, the Deputy President of the CAS Appeals Arbitration Division had decided that the Panel appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Ms Reyes Bellver, Attorney-at-law in Madrid, Spain

32. On 9 May 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing via videoconference and proposed dates for holding such hearing.

33. On 16 May 2025, the CAS Court Office advised the Parties that the Sole Arbitrator had decided to hold a hearing by videoconference on 11 June 2025. Furthermore, the letter advised the Parties to communicate the CAS Court Office the (i) names of all persons who would be attending the hearing, as well as their (ii) email addresses and (iii) back-up numbers.

34. On 21 May 2025, the CAS Court Office issued an Order of Procedure ("OP") and invited the Parties to return a signed copy before 28 May 2025.

35. Between 26 and 27 May 2025, both the Appellant and the Respondent returned a signed copy of the OP to the CAS Court Office. Furthermore, both Parties provided the names of the persons that would be attending the hearing on their respective behalf.

36. On 11 June 2025, a hearing was held at 10h00 (Swiss time) by videoconference. Besides the Sole Arbitrator, her assistant Ms Mariona Molera and Counsel to the CAS Mr Francisco Mateo Pavía, the following persons attended the hearing:

<u>For the Appellant</u>

- Mr Corrado Saccone, the Appellant;
- Mr Paolo Lombardi, Counsel for the Appellant;
- Mr Luca Pastore, Counsel for the Appellant;
- Ms Emily Anne Williams, Counsel for the Appellant;

– Mr Dritan Mehmeti, Witness; and
– Ms Samantha Cipollina, Translator.

For the Respondent
– Mr Enton Lita, Counsel for the Respondent.

37. At the beginning of the hearing, the Parties confirmed that they had no objection to the constitution of the Panel. The Sole Arbitrator heard the testimony of:

– Mr Dritan Mehmeti, witness testimony, called by the Appellant; and
– Mr Corrado Saccone, party testimony.

38. The Parties were given the opportunity to present their cases, to make their submissions and arguments and to answer questions asked by the Sole Arbitrator. At the conclusion of the hearing, the Parties confirmed that they had no complaint regarding the conduct of the proceedings.

39. On 8 September 2025, the Sole Arbitrator invited the Parties to file a copy of all submissions made before the Albanian NDRC.

40. On 9 and 10 September 2025, respectively, both the Appellant and the Respondent submitted a copy of their submissions before the Albanian NDRC.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

41. This section is a non-exhaustive list of the Parties' main arguments in summary form. In considering and deciding upon the Parties' claims in this award, the Sole Arbitrator has accounted for and carefully considered all the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the award or in the discussion of the claims below.

A. The Appellant's position

42. In its Appeal Brief, the Appellant sought the following relief:

"*A) SET ASIDE the NDRC Decision;*

B) ISSUING a new decision pursuant to Article R57 of the CAS Code;

C) ASCERTAINING that Mr Corrado Saccone unilaterally terminated the Official Employment Contract and the Second Image Rights Agreement with just cause;

D) CONFIRMING that Futboll Club Dinamo is obliged to pay Mr Corrado Saccone compensation equal to the remaining value of both, the Official Employment Contract and the Second Image Rights Agreement;

E) ORDERING Futboll Club Dinamo to pay Mr Corrado Saccone compensation amounting to €38,300 (thirty-eight thousand three hundred euros) or the different amount determined by the Sole Arbitrator;

F) ORDERING Futboll Club Dinamo to pay Mr Corrado Saccone interest of 10% per annum, on the compensation due, from the due date of each monthly salary until the date of full payment, or the different interest determined by the Panel;

G) ORDERING Futboll Club Dinamo to bear any and all procedural costs related to these proceedings."

43. In essence, the Appellant does not contest the Albanian NDRC's finding as to the unjust termination of the Official Employment Contract by the Club. However, Mr Saccone firmly maintains that the image rights agreements were part of the Official Employment Contract, as both dictated the terms of the employment relationship. Both image rights agreements were merely brought in as a payment means that would allow the Club to minimize its tax burden and should be considered for compensation purposes under both Albanian laws and the applicable FIFA Regulations.

44. In particular, in support of the above prayers for relief, the Appellant submits as follows:

(i) The Appellant does not contest the Albanian NDRC's finding as to the unjust termination of the Official Employment Contract. Indeed, the Appellant submits that the Club's abusive conduct is tantamount to the Respondent terminating the contract without just cause, as the Club showed no respect for the contract.

a. The Club breached both Article 21 and 23 of the Albanian Labor Code by changing the Appellant's role from "*Athletic Trainer of the First Team*" to "*coach at the FC Dinamo City Academy*", without obtaining his consent. Therefore, the Club's termination cannot be considered a termination for reasonable causes in the sense of Article 153 of the Albanian Labor Code.

b. The same conclusion would be reached by applying Article 4 of Annexe 2 of the FIFA RSTP. The Club would have engaged in abusive conduct, principally because the Coach's demotion would qualify as a clear effort by the Club to both terminate and to change the terms of the Official Employment Agreement, evidenced by the fact that the Club expressly told the Coach that, after demotion, a new contract would have to be discussed. Additionally, the Coach was unlawfully prevented from providing the services agreed upon in the Official

Employment Contract, and even imposed fines for not attending trainings of the Academy and U-21 teams.

c. The Club's act of forcing the Coach to provide different services from the one agreed is tantamount to just cause for termination in the sense of CAS jurisprudence, as the Coach could no longer, in good faith, be expected to continue the contractual relationship (*CAS 2008/A/1447* and *CAS 2008/A/1517*).

(ii) The Official Employment Contract and the Second Image Rights agreement are linked to the point that they both regulate the Parties' employment relationship.

a. The Parties agreed on the terms of an Offer, which provided for a compensation of EUR 36'000 (net) during the 2024/2025 season, with no reference to the signing of a separate contract for image rights purposes.

b. The Official Employment Contract, at Article 6 par. 2 lit. b), provides that, for the 2024/2025 season, the salary was "*1,000 (one thousand) euro net*", namely EUR 12'000 (twelve thousand euros) per season.

c. To account for the remaining monetary amount as stipulated in the Offer for the 2024/2025 season, the Parties concluded the Second Image Rights Agreement. This is confirmed by the payment made by the Club via payslip on 13 August 2024, that expressly referred to "*salary Cash plus rent July*".

(iii) CAS Panels have held in the past that separate image rights agreements can indeed integrate the employment relationship between a player and a club, with some of the relevant criteria to support such a conclusion being:

a. that the employment contract and the image rights agreement jointly correspondence to the club's initial proposal, they were signed simultaneously and that the image rights agreements contain no other provision apart from payments to the player (*CAS 2015/A/3923*); and

b. that the image rights agreement did not contain usual contractual clauses –such as dispute resolution, governing law or termination– and the club never used the image of a certain player (*CAS 2015/A/4039*).

(iv) According to the Appellant, all of these criteria would be met in the present case.

(v) Since the Second Image Rights Agreement was exclusively meant to supplement the monies due to the Coach under the Official Employment Contract, the termination of the Official Employment Contract also necessitated the termination of the Second Image Rights Agreement.

(vi) Applying both Albanian law (Article 155 of the Albanian Labor Code) and Article 6 of Annexe 2 to the FIFA RSTP, the Respondent must pay to the Appellant as compensation the residual value of the employment relationship, which in this case integrates both the Official Employment Contract and the Second Image Rights

Agreement. As a result, the total amount of compensation owed to the Coach amounts to EUR 38'300.

(vii) Based on Article 120 of the Albanian Labor Code, the annual interest rate to be applied to this amount is 10%, starting from the due date of each month's salary.

B. The Respondent's position

45. In its Answer, the Respondent sought the following prayers for relief:

"*Under these conditions, we assess that the lawsuit should be dismissed by CAS as unsupported by facts and evidence*".

46. In support of its prayers for relief, the Respondent submits as follows:

(i) The appeal is inadmissible, since the 21-day deadline to present an appeal provided by Article 28 of the Albanian National Dispute Resolution Chamber Regulations 2024 (the "NDRC Regulations") has not been honoured.

(ii) The Club did not violate its contractual obligations towards the Coach, and has not changed any of the terms of the agreements between the Parties. The temporary change of the duty from First Team Coach to Under-21 Coach was not a breach of contract but a mere transfer of position through a justified disciplinary measure –caused by the Coach's misconduct, such as absences or inappropriate behaviour– that did not affect the Appellant's financial rights.

(iii) It was the Coach who left the Club. His transfer to the position is not a dismissal or a termination of contract, but just a change of duty within the same institution to "*an important part of the first team that produces the base of players for the first team*", due in part to organizational adjustments.

(iv) Only the Official Employment Contract should be considered for compensation purposes because the Second Image Rights Agreement is a separate contract with different obligations. If the Official Employment Contract is terminated, the Coach automatically cannot enjoy the rights that refer to a contract related to the promotion of the image of the Club.

V. JURISDICTION

47. The jurisdiction of CAS is derived from Article R47 of the CAS Code, which provides that:

"*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".

48. In the same vein, Article 28 of the NDRC Regulations reads as follows:

"*Article 28 Appeal*

28.1 As a last resort, the decision taken by the [Albanian NDRC] *may be appealed to the Court of Arbitration for Sport, recognised by the* [AFA]*, CAS Lausanne, Switzerland.*

28.2 The 21-day time limit for appeal shall begin on the day the decision is fully taken by the [Albanian NDRC]."

49. The operative part of the NDRC Decision confirms CAS' jurisdiction:

"*Against this decision can be appealed at the Court of Arbitration for Sports, recognized by the* [AFA] *CAS Lausanne, Switzerland, within 21 days from the day this reasoned decision was served* [sic]".

50. The Sole Arbitrator notes that the Parties did not contest the Albanian NDRC's jurisdiction at first-instance proceedings and have not contested CAS' jurisdiction.

51. Indeed, the jurisdiction of CAS has been expressly confirmed in the OP, duly signed by both the Appellant and the Respondent.

52. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

53. Under Article R49 of the CAS Code, the time limit to file the Statement of Appeal shall be "*twenty-one days from the receipt of the decision appealed against*", unless otherwise provided for in the statutes or regulations of the federation concerned. The operative part of the NDRC Decision confirms such a 21-day time limit.

54. The Coach claims that he was notified of the NDRC Decision on 23 January 2025 and offers proof to that extent. However, the Club claims that the decision was notified on 12 December 2024, yet it does not support its claim with any proof. Thus, the Sole Arbitrator must conclude that the NDRC Decision was notified on 23 January 2025.

55. Considering the above, the Appellant's time limit to file his Statement of Appeal was bound to expire on 13 February 2025.

56. The Coach filed the Statement of Appeal on 13 February 2025 and requested that the time limit to file the Appeal Brief be suspended until a decision was made regarding the application for Legal Aid.

57. According to Article R51 of the CAS Code, the Appeal Brief must be lodged "[w]*ithin ten days following the expiry of the time limit for the appeal*". Thus, in principle, the Appellant's time limit to file his Appeal Brief was bound to expire on 24 February 2025.

58. On 18 February 2025, CAS acknowledged receipt of the Appellant's Statement of Appeal and preemptively suspended the Appellant's deadline to file the Appeal Brief as of 18 February 2025. Therefore, by the time of CAS' suspension, 7 days of the relevant time limit had not yet expired.

59. On 26 February 2025, CAS informed that the timeline to file the Appeal Brief would remain suspended until the Appellant's Legal Aid Application was decided.

60. On 21 March 2025, the Athletes' Commission of the International Council of Arbitration for Sport (ICAS) issued an Order on Request for Legal Aid, which accepted Mr Saccone's request for Legal Aid in relation to CAS arbitration costs, including the CAS Court office.

61. On the same day, CAS informed the Parties that the time limit to file the Appeal Brief would be resumed with immediate effect and granted a 10-day extension of said time limit upon the Appellant's request. Considering this extension and the fact that, by the time of CAS' initial suspension, 7 days of the original time limit had not yet expired, the Appellant's time limit to file his Appeal Brief was bound to expire on 7 April 2025.

62. On 7 April 2025, the Appeal Brief was submitted, hence within the deadline.

63. The Sole Arbitrator concludes that the Coach completed its appeal as per the terms of Articles R47, R48 and R51 of the CAS Code, and therefore the appeal is admissible.

VII. APPLICABLE LAW

64. Article R58 of the Code provides as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

65. The "*applicable regulations*" within the above meaning are the set of rules applied in the previous instance.[2] The Parties' submission of an employment dispute to a particular dispute-resolution mechanism constitutes a choice of the Parties for the dispute to be decided pursuant to the rules and regulations of that dispute-resolution mechanism.[3]

66. The Sole Arbitrator notes that the Parties decided to voluntarily submit their dispute to the Albanian NDRC. Therefore, the Sole Arbitrator concluded that the "*applicable regulations*" within the meaning of Article R58 of the Code are the rules that ought to be applied by the Albanian NDRC to reach the NDRC Decision: NDRC Regulations.

67. Article 26 of the NDRC Regulations reads as follows:

"*Article 26 - Applicable Law to the Merits*

26.1 The judicial body decides on the dispute by relying on applicable law, the Regulations of [the AFA]*, UEFA, FIFA, as they are in force.*

26.2 The judicial body, in the absence of a law chosen by the parties, shall take into full consideration Albanian legislation, particularly labour legislation that is in force, good commercial practices, as well as any collective agreement that exists at national level and in particular related to the specifics of sport.

26.3 The parties may authorise the judicial body to act as ex aequo et bono."

68. In the same vein, Article 1 of the Official Employment Contract provides as follows:

"*Article 1 Contract Purpose, Terms and Conditions*

1. The Coach will provide the service of Athletic Trainer for the First Team, at the club "Football Club Dinamo", in accordance with Law no. 79/2017 "On Sport", amended according to terms and conditions provided in this Contract.

2. Integral part of this contract are:

a. Statute and regulations of the Albanian Football Federation.

b. UEFA and FIFA Statutes and Regulations (including IFAB Game Laws).

c. Amended Law no.79 / 2017 "On Sports".

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[2] *See* D. Mavromati and M. Reeb, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials* (2nd ed., Kluwer Law International 2025) Article 58, para. 13, p. 591.
[3] *See* CAS 2006/A/1180, *Galatasaray SK v/ Frank Ribéry & Olympique Marseille*, Award of 24 April, para. 7.10; *see also* CAS 2021/A/8477 & 8492, Award of 30 March 2023, para. 111.

d. Code of Ethics, Code of Sports Discipline, Regulation of Licensing of Clubs for Participation in the Activities of FSHF.

e. Regulation of the Club.

f. Legislation of labor and service in Republic of Albania."

69. The Sole Arbitrator notes that it was the June 2024 version of the FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP 2024") that was in force by the time the disputed facts arose. The Sole Arbitrator also notes that the Respondent does not dispute the fact that the Appellant qualifies as "*coach*" in the sense of FIFA RSTP 2024. Thus, the Sole Arbitrator concludes that FIFA RSTP 2024 shall be applied to this case.

70. The Sole Arbitrator further notes that both Parties agree that, pursuant to Article R58 of the Code, this appeal shall be resolved in accordance with Albanian laws and the FIFA Regulations on the Status and Transfer of Players, i.e., the FIFA RSTP 2024.

71. The Sole Arbitrator accepts that the laws applicable to the merits of these proceedings are Albanian laws (i.e., Amended Law no.79 / 2017 on Sports and Albanian labor and service legislation) and the FIFA RSTP 2024.

72. To the extent that neither the applicable regulations nor the Official Employment Contract establish any hierarchy, the Sole Arbitrator will apply both the FIFA RSTP 2024 and Albanian law indistinctively. Should any relevant discrepancies be detected, the Sole Arbitrator will provide reasons for her application of one over another.

VIII. MERITS

73. Having considered the Parties' pleadings, written submissions and submitted evidence, the Sole Arbitrator considers that the issues for determination are:

A. Whether the Sole Arbitrator can review the NDRC Decision's judgement that the Club terminated its employment relationship with the Coach without just cause;
B. Whether the Second Image Rights Agreement is part of the employment relationship between the Parties and can thus be considered for compensation purposes; and
C. What would be the amount of compensation owed to the Coach by the Club, including whether the Club should be ordered to pay interests on such amount and, if so, from which moment (*dies a quo*) and at which interest rate.

74. The Sole Arbitrator will discuss each matter separately below.

A. Can the Sole Arbitrator review the NDRC Decision's judgement that the Club terminated its employment relationship with the Coach without just cause?

75. At the outset, the Sole Arbitrator observes a discrepancy in the Appellant's position concerning which party effectively terminated the contract (see Appeal Brief, para. 141). However, as further explained below, and given that the determination of this issue is not decisive for the assessment of the compensation owed to the Appellant, the Sole Arbitrator does not deem it necessary to make a finding in this respect.

76. That said, the Sole Arbitrator notes that the matter of whether the Club terminated its employment relationship with the Coach with or without just cause was (i) pleaded by the Parties before the Albanian NDRC, (ii) expressly addressed in the NDRC Decision's reasoning (para. 23, *inter alia*) and (iii) subject to an express decision in point 2 of the operative part of the NDRC Decision: the Club was ordered to pay the Coach certain moneys "*due to the immediate and unjustified termination of the employment contract.*"

77. At the same time, the Sole Arbitrator also notes that it is undisputed that the Club did not appeal the NDRC Decision; neither in its entirety, nor any particular aspects of it.

78. Therefore, it follows that any and all attempts by the Club to try and reverse the NDRC Decision's decision on the matter of whether the Club terminated its employment relationship with the Coach with or without just cause are to no avail. By not appealing the NDRC Decision itself, the Club consented to its decisions becoming final and binding for the Parties, without prejudice to an appeal by the Coach. Thus, the Sole Arbitrator has no jurisdiction *ratione materiae* to decide on this matter.

79. In this line, CAS Panels,[4] on the issue of counterclaims raised on occasion of the Answer to the Appeal Brief, have held that "[u]*nder the current CAS rules, a party, dissatisfied with a decision rendered by a sports body or entity, is obliged to file an appeal within the applicable deadline and cannot wait to see whether the same decision is challenged by another party before filing an appeal*".[5]

80. The above does nothing but confirm the Sole Arbitrator's conclusion that she does not have jurisdiction *ratione materiae* to review the NDRC Decision's judgement that the Club terminated its employment relationship with the Coach without just cause.

81. Indeed, if the Sole Arbitrator were to uphold the Club's claim and declare that the Club terminated the employment relationship with just cause, with its associated economic

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[4] *See*, *inter alia*, CAS 2021/A/7888, *Yeni Malatyaspor FK v. Fabian Ceddy Farnolle*, Award of 1 February 2022, paras. 113 *et seq* and CAS 2010/A/2252, *Zavarov v. FC Arsenal Kiev*, Award of 6 July 2011, para. 40.

[5] CAS 2010/A/2098*, Sevilla v. Lens,* Award of 29 November 2010, para. 53. *See also* D. Mavromati and M. Reeb, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials* (2nd ed., Kluwer Law International 2025) Article 55, para. 14, p. 531.

consequences, the principle of *non reformatio in peius* would be manifestly disregarded.

82. For this reason alone, the Sole Arbitrator concludes that the fact that the Club terminated its employment relationship with the Coach without just cause is final and binding.

83. In any event, even if the Sole Arbitrator could review the NDRC Decision's judgement (*quod non*), the outcome of these proceedings would have been no different.

84. Mr Saccone's testimony focused on the fact that he was a First Team coach at the time the employment relationship was unilaterally terminated by the Club, as provided for in Article 1 of the Official Employment Contract:

"*The Coach will provide the service of Athletic Trainer for the First Team, at the Club 'Football Club Dinamo', in accordance with Law no. 79/2017 "On Sport", amended according to terms and conditions provided in this Contract*".

85. The role of the Appellant was indeed confirmed by Mr Mehmeti, head coach at the Club between October 2023 and August 2024, at both his written witness statement and the hearing. The Appellant has substantiated with evidence that Mr Saccone was involved not only in athletic training, but also in the coaching of players of the Club's First Team.

86. The Club has failed to provide that it obtained Mr Saccone's consent to change his role from "*Athletic Trainer of the First Team*" to "*coach at the FC Dinamo City Academy*", as specified in the email sent by Mr Barushi on 7 September 2024.

87. The Sole Arbitrator concludes that, under FIFA RSTP 2024, the Coach's unilateral demotion to the position of "*coach at the FC Dinamo City Academy*", as well as his progressive exclusion from First Team activities, constitutes abusive conduct under FIFA RSTP 2024, Annex 2, Article 4(2). The Sole Arbitrator agrees with the Coach that the Club's assertion that "[t]*he contract* [would] *be discussed in the coming days*" upon communication of the demotion to the position of "*coach at the FC Dinamo City Academy*" is definitive to establish the Club's intention to change the contract's terms.

88. Under Albanian law, this constitutes a breach of Articles 21 and 23 of the Albanian Labor Code, which essentially provide, respectively, that:

(i) employment contracts "*may be amended only by agreement between the Parties*", and that "[a]*ny amendment to the written contract that disadvantages the employee must be made in writing*"; and

(ii) employees are not obliged to comply with "[g]*eneral or specific instructions that fundamentally alter the working conditions*".

89. On the one hand, the Sole Arbitrator notes that the Club failed to provide any evidence suggesting that the Coach agreed to amend the Official Employment Contract to change his position from "*Athletic Trainer of the First Team*" to "*coach at the FC Dinamo City Academy*", let alone proof of such an amendment having been done in writing.

90. On the other hand, the Sole Arbitrator concludes that such a demotion –from "*Athletic Trainer of the First Team*" to "*coach at the FC Dinamo City Academy*"– qualifies as a fundamental alteration of the Coach's working conditions.[6]

91. Thus, a unilateral termination of the employment relationship due to the fact that the Coach did not consent to the demotion shall be considered a termination without just cause under Albanian labor legislation.

92. In sum, the Sole Arbitrator notes that she has no jurisdiction *ratione materiae* to decide this issue, since the Club did not appeal the Albanian NDRC's express decision on this point. And yet, even if she had jurisdiction to decide this issue (*quod non*), the outcome of these proceedings would have been no different in light of the fact that the Club's behavior towards the Coach was in breach of both FIFA RSTP 2024 and Albanian laws.

B. Is the Second Image Rights Agreement part of the employment relationship between the Parties and can thus be considered for compensation purposes?

93. Before assessing one of the main issues of the present dispute, the Sole Arbitrator deems it necessary to first establish the burden of proof applicable to the present matter.

94. In many CAS decisions, the burden of proof has been considered. In particular, in CAS 2007/A/1380[7] it was established that:

"*According to the general rules and principles of law, facts pleaded have to be proved by those who plead them, i.e., the proof of facts, which prevent the exercise, or extinguish, the right invoked, must be proved by those against whom the right in question is invoked. This means, in practice, that when a party invokes a specific right it is required to prove such facts as normally comprise the right invoked, while the other party is required to prove such facts as exclude, or prevent, the efficacy of the facts proved, upon which the right in question is based.*"

95. The concept was further explained in CAS 2011/A/2384 & 2386[8] as follows:

"*Under Swiss law, the "burden of proof" is regulated by Art. 8 of the Swiss Civil Code (hereinafter referred to as "CC"), which, by stipulating which party carries such burden, determines the consequences of the lack of evidence, i.e., the consequences of*

[6] *See* CAS 2020/A/7175, *Al-Arabi Sporting Club v. Juan Ignacio Martínez*, Award of 29 January 2021, para. 81.
[7] *See* CAS 2007/A/1380, Award of 11 June 2008, para. 94.
[8] *See* CAS 2011/A/2384 & 2386, Award of 6 February 2012, paras. 248 and 249.

a relevant fact remaining unproven. […] *Indeed, Art. 8 CC stipulates that, unless the law provides otherwise, each party must prove the facts upon which it is relying to invoke a right, thereby implying that the case must be decided against the party that fails to adduce such evidence. Furthermore, the burden of proof not only allocates the risk among the parties of a given fact not being ascertained but also allocates the duty to submit the relevant facts before the court/tribunal. It is the obligation of the party that bears the burden of proof in relation to certain facts to also submit them to the court/tribunal.*"

96. It is the Club's assertion that the Second Image Rights Agreement was a separate contract that did not integrate the Official Employment Contract. However, the Coach asserts that the contracts are linked to the point that they both regulate the Parties' employment relationship. The Coach offers compelling evidence to prove such point.

97. In particular, the Sole Arbitrator is convinced that both contracts regulate the same employment relationship since:

(i) Mr Mehmeti provided convincing testimony in support of the Club's practice of offering staff a fixed salary while splitting the payment into two contracts: an employment contract and an image rights contract lacking any underlying activity;

(ii) The Second Image Rights Agreement lacks any provisions governing the actual use of the Coach's image rights, which supports the conclusion that the contract's true purpose was not to manage Mr Saccone's image rights exploitation, but rather to provide justification for a portion of the payments owed to him; and

(iii) on 13 August 2024, the Club made payment of EUR 2'900 in the concepts of "*salary Cash plus rent July*", thus recognizing that the EUR 2'500 monthly payment agreed at the Second Image Rights Agreements shall be characterized as "*salary*".[9]

98. The Sole Arbitrator's finding in this regard is indeed consistent with previous CAS case law. The CAS Panel in CAS 2016/A/4748[10] found that:

"*CAS jurisprudence has recognised the validity of different types of contracts, including image rights agreements, unregistered with the national associations and signed by players and coaches on one hand as well as clubs or even private companies on another, as addendums to actual employment contracts. Such contracts have been taken into account by CAS Panels when calculating a professional 's remuneration (cf e.g. CAS 2014/A/3597, CAS 2015/A/3923, CAS 2015/A/4039).*"

[9] For the avoidance of doubt, the remaining quantity (EUR 400) pertaining to the rent of July 2024 shall also be characterized as salary, to the extent that it was also agreed-upon in the Second Image Rights Agreement, that the Sole Arbitrator considers as an integral part of the employment relationship.

[10] *See* CAS 2016/A/4748, *Persepolis FC v. Filipe Jose Fidalgo Antunes*, Award of 24 July 2017, para. 91.

99. In the same vein, specifically on the fact that an image rights agreement lacked any provisions governing the actual use of image rights, the CAS Panel in CAS 2014/A/3579[11] held the following:

"*62. In the opinion of the Panel, the abovementioned clause does not seem to have anything to do with image rights, but rather appears to be an additional understanding to the Employment Contract agreed upon between the Parties. There is no separate image rights company that the Player has established which contracts with the Club. This conclusion is further supported by the fact that the parties of the two agreements are the same and also, the remuneration stipulated in the two contracts is similar. Furthermore, the IRA does not explicitly regulate what the payments stipulated in this contract are for, apart from a general reference to image rights and "activities organized by the Club and its commercial sponsors" (paragraph 3 of the IRA).*

63. Therefore, the Panel concludes that pursuant to the principle "falsa demonstratio non nocet" the IRA is to be considered as an additional agreement to the Employment Contract and that on these grounds the two agreements could validly be reviewed by the same deciding body, i.e. the FIFA DRC in the present case."

100. In light of the above, the NDRC Decision's reasoning to exclude payments under the Second Image Rights Agreement from compensation calculation immediately decays. It is irrelevant that the Coach is "*no longer objectively able to reflect the image of the team and FC Dinamo City*", as he never did so –or the Club failed to meet its burden of proof on this matter– and was still being paid by the Club under the image rights contract.

101. The Sole Arbitrator concludes that the Second Image Rights Agreement is part of the employment relationship and, therefore, shall be considered for compensation purposes.

C. What would be the amount of compensation owed to the Coach by the Club? Should the Club be ordered to pay interest on such amount? If so, from which date (*dies a quo*) and at which interest rate?

102. The Sole Arbitrator notes that Article 155 of Albanian Labor Code provides as follows:

"*The employee enjoys the right to the salary that he/she would have gained if the labour relations had expired at the end of the notice deadline defined by law or contract or with the expiry of the contract of defined duration.*"

103. In the same vein, Article 6 of Annex 2 to the FIFA RSTP 2024 reads as follows:

[11] *See* CAS 2014/A/3579, *Anorthosis Famagusta FC v. Emanuel Perrone*, Award of 11 May 2015, paras. 62 and 63.

"***Consequences of terminating a contract without just cause***

1. In all cases, the party in breach shall pay compensation.

2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:

Compensation due to a coach

a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated."

104. The Sole Arbitrator notes that, both under Albanian law and FIFA RSTP 2024, compensation to the Coach is the same: the residual value of the employment contract. In other words, the Coach is entitled to receive the "*positive interest*" of the contract. The principle positive interest compensation has been recognized by CAS in the past:

"*As it is the compensation for the breach or the unjustified termination of a valid contract, the judging authority shall be led by the principle of the so-called positive interest (or "expectation interest"), i.e. it will aim at determining an amount which shall basically put the injured party in the position that the same party would have had if the contract was performed properly, without such contractual violation to occur. This principle is not entirely equal, but is similar to the praetorian concept of in integrum restitution, known in other law systems and that aims at setting the injured party to the original state it would have if no breach had occurred.*"[12]

105. Considering the Sole Arbitrator's finding that the Second Image Rights Agreement was indeed part of the Coach's salary and integrated the employment relationship, any calculation of the residual value of the employment relationship shall incorporate it.

106. The Sole Arbitrator notes that the Second Image Rights Agreement stipulates that the Coach would be paid EUR 2'500 per month from 1 July 2024 to 30 June 2025, thus totaling EUR 30'000 for the season 2024-2025. The Sole Arbitrator further notes that a first payment under this Second Image Rights Agreement was made on 13 August 2024.[13] Thus, the Second Image Rights Agreement had a residual value of EUR 27'500.

107. The Sole Arbitrator further notes that the Appellant requests EUR 800 in the concept of rent for the months of August and September 2024. The Sole Arbitrator is comfortable that these payments were indeed made by the Appellant –and should thus be recovered– given that Clause 3.4 of the rental agreement stipulates that the Appellant

[12] *See* CAS 2008/A/1519 & 1520, Award of 19 May 2009, para. 86.
[13] Appellant's Enclosure V.

paid 3 months in advance,[14] one of which was timely paid by the Club as stated above. Additionally, the Sole Arbitrator notes that the Club did not contest these payments.

108. Therefore, considering the amount of EUR 10'000 under the Official Employment Contract already recognized in the NDRC Decision, the total amount of compensation owed by the Club to the Coach is EUR 38'300.

109. Once the exact amount of compensation owed to the Coach by the Club has been determined, the Sole Arbitrator must now determine if the Coach is entitled to receive interests on such amount and, if so, from when and at which interest rate.

110. The Sole Arbitrator notes the Coach's request that the Club be ordered to pay "*interest of 10% per annum, on the compensation due, from the due date of each monthly salary until the date of full payment, or the different interest determined by the Panel*".

111. On a preliminary basis, and considering her conclusions in Section VII *supra*, the Sole Arbitrator must determine the applicable law to the Club's obligation to pay interest.

112. The Sole Arbitrator notes that the FIFA RSTP 2024 does not expressly regulate interest rates payable in cases of compensation for breach of contract. In light of the above, the Sole Arbitrator concludes that there are two potential solutions to the issue at hand:

(i) applying FIFA RSTP 2024 in connection to Article 49(2) of the FIFA 2024 Statutes, resulting in the subsidiary application of Swiss law (5% interest *per annum*); or

(ii) applying Article 120 of the Albanian Labor Code (10% interest *per annum*).

113. Given that the application of FIFA RSTP 2024 and Albanian law may render different outcomes, the Sole Arbitrator should establish which one takes priority on this issue.

114. To that effect, Prof. Ulrich Haas[15] offers a teleological interpretation to delineate the scope of application of each body of law. The starting point should be that "*FIFA lays down the standard for a particular sports industry in its rules and regulations*" and that "*the purpose of the reference to Swiss law in* [Article 56(2)][16] *of the FIFA Statutes is to ensure the uniform interpretation of the standards of the industry*".

115. Only if the need to interpret FIFA regulations arises, recourse shall be made to Swiss law. To the contrary, issues not governed by FIFA regulations should not be subject to Swiss law and shall be subject to the law chosen by the parties in use of their autonomy.

[14] Appellant's Enclosure VI.
[15] CAS Bulletin 2015/2, *Applicable law in football-related disputes – The Relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law*, p. 7 et seq.
[16] Equivalent of current Article 49(2) of the FIFA Statutes (2024 Ed.).

116. In this case, the Sole Arbitrator recalls that the FIFA RSTP 2024 does not expressly regulate interest rates payable in cases of compensation for breach of contract and, therefore, there is no need to interpret the FIFA RSTP 2024 on this particular point. Thus, the matter of whether the Club should be ordered to pay interest, as well as the applicable interest rate and *dies a quo* shall be left to the law chosen by the Parties.[17] Consequently, the Sole Arbitrator will apply the Albanian Labor Code to solve the issue.

117. This is the most respectful solution with the Parties' choices and expectations since:

(i) the Parties expressly agreed on Albanian labour law being applied to the Official Employment Contract, at the same level of the FIFA regulations;

(ii) the Parties voluntarily decided to submit their dispute to the Albanian NDRC, and Article 26 of the NDRC Regulations does not establish any hierarchy between any FIFA regulations and Albanian laws (*see* Section VII *supra*); and

(iii) doing otherwise would favour an allegedly implicit choice of Swiss law by agreeing to apply the FIFA RSTP 2024 –via Article 49(2) of the FIFA 2024 Statutes– over the express and unequivocal choice to apply "*Albanian law*".

118. Indeed, the Sole Arbitrator notes that the Club has neither contested the Appellant's claim of 10% interest rate under Albanian law, nor offered an alternative legal framework. Thus, the Club will be ordered to pay interest at a 10% interest rate.

119. Finally, regarding the *dies a quo*, the Sole Arbitrator notes that none of the Parties have referred to any provision of the FIFA RSTP 2024 or Albanian law regulating this issue.

120. According to constant CAS jurisprudence,[18] in a claim for compensation for the unjustified, premature termination of an employment contract, interest accrues from the date following the termination date. However, since the Appellant only requested interest "*from the due date of each month salary*" in his prayer for relief, according of the principle of *ne ultra petita*, the Panel is compelled to take that date as *dies a quo*.

121. In that vein, the Sole Arbitrator notes that Article 116(1) of the Albanian Labour Code requires monthly salaries to be paid at the end of each month, save where the parties have provided otherwise in a written agreement. Such an exception applies in the present case. Indeed, Article 6(3) of the Official Employment Contract expressly provides that salary payments are made "*between the dates 05 - 10 of each month*". Accordingly, the Sole Arbitrator understands that the Parties agreed that each monthly

[17] CAS Bulletin 2015/2, *Applicable law in football-related disputes – The Relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law*, p. 16.
[18] *See* CAS 2008/A/1519 & 1520, Award of 19 May 2009, paras. 184 *et seq.* or CAS 2018/A/5607, Award of 22 January 2019, *inter alia.*

salary instalment would be paid, at the latest, on the 10th day of the month to which it relates.

122. Therefore, each monthly salary amount owed under the Official Employment Contract fell due, at the latest, on the 10th day of the month to which it relates and, consequently, interest on each such amount starts to run as from the day following that date.

123. The Sole Arbitrator further considers that, once the payments under the Second Image Rights Agreement have been characterised as salary and recognised as part of the overall employment relationship between the Parties (see Section VIII.B above), there is no basis to adopt a different *dies a quo* for those amounts. Accordingly, the same starting point for the accrual of interest applies equally to the sums owed under the Second Image Rights Agreement.

124. Accordingly, each monthly amount of EUR 2'500 owed under the Second Image Rights Agreement likewise fell due, at the latest, on the 10th day of the month to which it relates, with interest at the agreed 10% rate running as from the day following that date.

125. The amount of EUR 800 to be reimbursed by the Club in the concept of rent deserves, however, a different treatment, as none of the agreements stipulates interest rate and due date for the Club's reimbursement, and the salary-specific rules discussed cannot apply.

126. In the absence of an agreed interest rate and due date, and consistently with the subsidiary application of Swiss law, the Sole Arbitrator considers it just and equitable to order that interest on this amount shall accrue separately, at the standard rate of 5% per annum, as from the date of issuance of the Award until the date of effective payment.

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 13 February 2025 by Mr Corrado Saccone against the decision issued by the Albanian National Dispute Resolution Chamber on 12 December 2024 is partially upheld.

2. The decision of the Albanian National Dispute Resolution Chamber issued on 12 December 2024 is partially set aside, with points 2 and 3 of its operative part replaced as follows:

"*2. Futboll Club Dinamo City is ordered to pay Mr Saccone the remaining salaries owed under the Official Employment Contract due to its termination without just cause for the total amount of EUR 10'000 (ten thousand euros), including 10% annual interest as follows:*

- *10% interest per annum over the amount of EUR 1,000 as from 11 September 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 October 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 November 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 December 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 January 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 February 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 March 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 April 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 1,000 as from 11 May 2025; and*
- *10% interest per annum over the amount of EUR 1,000 as from 11 June 2025.*

3. Futboll Club Dinamo City is ordered to pay Mr Saccone the remaining salaries owed under the Second Image Rights Agreement due to its termination without just cause for the total amount of EUR 27'500 (twenty-seven thousand five hundred euros), including 10% annual interest as follows:

- *10% interest per annum over the amount of EUR 2,500 as from 11 August 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 September 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 October 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 November 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 December 2024 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 January 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 February 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 March 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 April 2025 until the date of effective payment;*
- *10% interest per annum over the amount of EUR 2,500 as from 11 May 2025; and*
- *10% interest per annum over the amount of EUR 2,500 as from 11 June 2025.*

4. Futboll Club Dinamo City is ordered to reimburse Mr Saccone for the total amount of EUR 800 in the concept of rent for the months of August and September 2024, including 5% annual interest rate as from the issuance of the present Award until the date of effective payment."

3. (…).

4. (…).

5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 22 October 2026

THE COURT OF ARBITRATION FOR SPORT

Ms. Reyes Bellver
Sole Arbitrator