INTERNATIONAL ASSOCIATION OF YOUNG LAWYERS

How to protect the employer's interests after the termination of employment contracts – aspects of labour law in general and sports law in particular

Commission(s) in charge of the Session/Workshop:
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National Report of Brazil –Employment Law

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INTRODUCTION

When signing employment contracts, employers and employees usually do not think about the problems that may arise at the end of such cooperations. However, it is our task as their advising lawyers to protect our client's interests after the termination of such contracts. Therefore we would like to draw your attention on means to protect these interests of employers in general, such as restrictive covenants and garden leave – before we will have a look into the world of sports and see how it deals with respective problems.

1. Employment Law

What are restrictive covenants?

Information is key for the success of every business.

Thus, restricting the use of this information by employees after their employment has ended has proved to be vital to protect the business and/or customer contacts. A former employee having insider-knowledge of the prices, technology, market strategy, customer- or client-base is often an attractive asset to a competitor seeking to enter the market and/or enhancing its existing business.

In order to provide for a certain level of protection for employers they may want to protect the use of the information vital to their business by post termination restrictive covenants.

A contractually agreed restrictive covenant is typically designed to prohibit an employee from competing with his former employer for a certain period after the employee has left the business. Furthermore, it aims to prevent a former employee from soliciting or dealing with customers and or other employees of the former employer by using knowledge of those customers and the business gained during the prior employment.

Standard types of restrictive covenants, which are often used by employers, are:

- non-competition covenant,
- non-solicitation covenant,
- non-dealing covenant
- and non-poaching covenant.

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Garden leave

Another opportunity to increase the impact of a post termination restrictive covenant – if lawfully agreed upon - is to agree on a garden leave clause in the initial employment contract. Based on such clause an employer can require an employee to spend all or part of the notice period at home whilst the employee continues receiving the regular remuneration.

Thus, a garden leave clause prevents the employee from taking up other employment with a competitor whilst still being employed with the employer. However, it also enables the employee's successor to establish himself and develop relationships with the employee's (former) customers and contacts. A further advantage of such a clause is that whilst on garden leave, the employee is no longer privy to the business' confidential information. Additionally, it has to be noted that all information such employees do have will become out of date until the garden leave ends.

Finally, at the end of the garden leave period the restrictions resulting from the post termination restrictive covenant may step in and further deter the employee from competing with the business of the former employer.

However, from the employee's perspective such garden leave provision contained in the employment contract, if lawfully agreed upon, may prevent the employee from further practicing (and training) his specific occupation. This may be considered a huge disadvantage when it comes to profession, where actively pursuing your occupation is key (e.g. for professional athletes, surgeons, etc.).

2. The Impact of Employment Law on the World of Sports

In some kinds of sports, athletes and coaches are employed by clubs or associations, so the rules of employment law apply. However, the world of sports has always the tendency to set their own rules of law, claiming that the regular laws are not suitable for the relationships in sports. Therefore we are interested in learning if the above mentioned means of protection the employer's interests at the end of an employment contract are found in sports employment contracts and/or if there are any special provisions in athlete's employment contracts in your jurisdiction..

Transfer Fees

Once upon a time, (football) sports clubs and associations have invented the transfer fee system: If a player wanted to switch the club (the employer) after the termination of his contract, the new club had to pay a transfer fee to the former club. The reason

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for this was mainly that the former club wanted to be compensated for the education and the improvements of the player. This was similar to the situation of "normal" former employers who do not want their competitors to benefit from the know-how that a "normal" employee gathered during his employment.

This system had to be abolished in 1995 after the judgment of the European Court of Justice in the "Bosman" case, C-415/93. It was decided that the obligation for the new club to pay a transfer fee after the termination of a player's contract infringe the freedom of movement for workers.

Since then, transfer fees may only be claimed in the European Union, if a player wants to switch the club during the term of validity of his employment contract. Therefore the duration of the contract has become an important aspect of the player's contracts.

Now, how are these issues dealt with in your jurisdiction?

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BIBLIOGRAPHY

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- Doe, John B. *Conceptual Planning: A Guide to a Better Planet*, 3d ed. Reading, MA: SmithJones, 1996.
- Doe, John B. *Conceptual Testing*, 2d ed. Reading, MA: SmithJones, 1997

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1. Employment Law

1.1. Restrictive covenants

1.1.1. Is the principle of A POST TERMINATION RESTRICTIVE COVENANT known in your legal system? If yes, how can this principle be defined? Where does the principle have its origin? (Civil Code, case law, etc)

The law of intellectual property defines only the prohibition of unfair competition and confidentiality obligations, by prohibiting employees, and contractors in general, from using information that was made available to them only due to their relationship with the company. Apart from that, restricted covenants are known in Brazil especially by case law, through the execution of the restrictive covenants clauses submitted to the labor courts.

1.1.2. At what stage in the employment relationship between employee and employer are post termination restrictive covenants agreed upon in your jurisdiction? Is there any relevant case law?

They can either be agreed upon on hiring or during the termination of the agreement. On the other side they should not be agreed upon during the length of employment, as in Brazil modifications on employment terms are not usually valid (exception made when the modification is clearly favorable and accepted by the employee). A restrictive covenant agreed during the employment relationship would be understood as a harmful modification to the employment relationship, and deemed unenforceable. In this situation, only the unfair competition rule would remain available to the employer, but it depends on the evidence that the employer is able to present.

A recent decision from the Superior Labor Court considered a non-competition clause non enforceable as it was agreed upon two months after the parties entered into an employment agreement.

1.1.3. Once the employment contract is signed, is there a general obligation of non-compete also in the absence of an express agreement after the termination of the employment? Are there specific statutory provisions

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or precedents referring to this? Could whistle blowing be regarded as a part of the employee's post termination restrictive covenant?

Yes, as the labor code defines that the employment agreement may be terminated for cause in case the employee competes with the employer. There is no need of having a contractual provision.

Actually, the opposite usually happens: the parties in the employment agreement tend to define on which extra work-related activities the employee is allowed to engage in.

As for whistle blowing, the employee cannot be refrained from talking to government authorities in relation to any knowledge they have arising from their relation with the company, if they are notified to do so. In fact, the majority of non-compete and confidentiality expressly allows this possibility. In addition, if an employee has a legal obligation of coming forward to the authorities in any topic related to their previous employment, they are entitled to do that, regardless of any contractual covenants that the employee is bound to.

1.1.4. Which obligations regarding post termination restrictive covenants exist on the employer's side in the absence of an express agreement? Are there specific statutory provisions or precedents governing employer's duties after the termination of the employment in your jurisdiction?

There are not specific restrictive covenants on the employer's side. Nevertheless, the employer shall abide to legal principles of protecting employees honor and intimacy. The consequence is that the employer may not make disparaging comments about the employee, try to difficult future employment or disclose employee's confidential information that has been provided during the employment.

One of the main precedents on this matter is the prohibition of employers making lists of the employees that have filed labor lawsuits against them. For instance, some sectors used to compile those lists to avoid hiring employees listed in them. Those lists were deemed illegal and even criminal charges for crimes against the labor organization were brought against executives involved.

1.1.5. What kind of different restrictive covenants that may be available and can be agreed between employer and employee in your jurisdiction? (see the examples in the introduction). Please describe how these can be defined and how they work in your jurisdiction.

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The parties are free to negotiate employment conditions provided that they do not contradict labor law and legal principles in general. In this sense, the most used restrictive covenants are:

- Non-compete: prohibition of the employee to work for a competitor or to set up a competitive business for a certain period of time, provided that some constraints are in place.
- Non-solicitation: prohibition of asking other employees to leave the company to join the new employer.
- Confidentiality. prohibition of using or revealing to third parties confidential information obtained only due to the previous relationship with the employer.
- Obligation to remain employed: When the employer pays a certain compensation or pays employee's tuition on a course that the employee voluntarily asked for, the employer has a right to request the employee to remain employed for a period of time, or pay the tuition costs instead.

The courts tend to accept those clauses, provided that they are reasonable and are not considered and unfairly interference with employee's freedom of work.

1.1.6. What are the conditions for a valid post termination restrictive covenant in your jurisdiction? (e.g. prerequisites like minimum age, minimum salary, minimum employment period; way of termination of employment, etc.). Please describe the conditions applicable and how these work in your jurisdiction.

As long as the employment agreement is valid (in terms of minimum wage, employee's age, etc.) and that the restrictive covenants do not contravene any legal principles, the parties are free to establish them.

It does not mean that there are no restrictions in the negotiation of restrictive covenants. Brazilian labor law is quite extensive and protective of employees' rights.

Mostly the restrictions may not be seen as unjustifiable restriction of employee's freedom of work.

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1.1.7. What is the potential scope of a post termination restrictive covenant in your jurisdiction? (e.g. taking into consideration time, geographical scope, content, interest, activities; etc.). Please describe how that works in your jurisdiction and what pitfalls have to be observed for both employers and employees.

As they are based solely on legal principles and case law, restrictive covenants shall be drafted in a way that it covers only what is necessary for the employer, since the courts have to balance two contrasting principles: freedom to work and employers' right to direct and protect their business.

Case law regarding non-compete clauses usually establishes that these clauses should have a clear and limited scope, within a reasonable area and timeframe necessary to the employer to retain the employee's knowledge but, at the same time, are not so strong as to prevent the employee from being able to find a new job after the covenant has expired.

1.1.8. What are the possible sanctions against the employee in the event of a breach of a post termination restrictive covenant? Describe how that works in your jurisdiction and provide for practical information about the dos and don'ts.

As the principle of freedom to work is always taken into account, the employer is able to collect damages on executing the clause, but may not request the employee from leaving the company (on a permanency obligation) or to leave the new employer (on a non-compete clause).

And on practical terms, as it is quite difficult to estimate actual damages in these situations, it is usually set on the contract. Here employer should insert an amount that discourage the employee from competing with the company and, at the same time, is reasonable to be enforceable before the courts.

1.1.9. What are the possible sanctions against the new employer in the event of a breach of a post termination restrictive covenant by the employee of the former employer? Is it a matter of unfair competition in your jurisdiction?

The employer may notify the new employer to inform that the employee is under the obligation of non-compete, but if the employee is already employed, the new employer is under no obligation of terminating the

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employee's contract (the new employer, however, may have grounds to terminate the employee for clause for failing to disclose these obligations).

The employer may claim unfair competition towards the new employer only if it is possible to demonstrate that the new employer is using the employee's confidential knowledge to its own advantage.

1.1.10. When an employer has invested money in an employee's training, is there any possibility for the employer to get a refund from the employee, in case of breach of the post termination restrictive covenant, and under which conditions?

Yes, case law provides that, under certain circumstances, when an employer provides training to an employee, the employer has the right to get a refund.

To be able to get this refund, the training should be useful for the employee (it should enhance employee's cv) as well as for the employer, and the employee shall voluntarily request to participate in the training. If the training is mandatory, employee may not be requested to refund it.

As for the refund itself, it may not be automatically deducted from severance pay, as the law limits such deductions to the amount equivalent to a month salary. If the employee does not pay the remaining amount voluntarily, the employer shall only collect it in court.

Finally, there shall be a time limit that the employee needs to remain working for the employer, and the refund shall be proportional to the time lapsed.

1.1.11. What are the possibilities of lawsuit for the employee in case of the employer's disadvantageous actions during a period covered by a restrictive covenant (e.g. the employer prevents the employee from finding a new job by spreading out rumours)?

No matter what the parties have agreed upon especially in terms of non-compete covenants, the employer may not spread out rumors in order to guarantee that the employee will not breach the agreed non-compete.

In this case the employee may file a lawsuit against the employer to prevent the employer from acting and also claim moral damages.

1.2. Garden Leave

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1.2.1. Does the concept of "garden leave" exist in your jurisdiction? How does it work, what is the scope and what are the prerequisites?

There is no such concept in Brazil. In Brazil there is only the prior notice, where the employer, upon termination, may request the employee to stay for 30 days, but the employee actually has to render services. If the employer does not want or request the employee to work during the notice period, the employee shall be indemnified.

And the indemnification of the prior notice period does not prevent the employee to work for a new employer. The employment agreement is not deemed to be in effect for that purpose and the employee is free to join another company.

1.2.2. Talking about garden leave provisions: do employees – or certain types of employees – have a right to be "actively employed" in your jurisdiction, e.g. so that a garden leave provision would not – or not be fully – be enforceable for an employer and the employee would have a "right" to continue working until the end of the employment? What is the respective legal framework in your jurisdiction?

That applies in Brazil to all employees: employees have a right to be actively employed and the employer is not allowed to keep an employee in the payroll under a garden leave agreement.

Thus a garden leave provision is not valid in Brazil. If an employer needs such restriction, it should be framed in the context of a non-compete clause.

The distinction is that in the non-compete clause, the employment agreement is not in effect anymore. This distinction has some practical effects such as the fact that the new employer may not be aware that the employee has a restriction and that the employer needs to narrow the scope of the restriction, while in the garden leave the employee would remain employed for a certain period an no justification would be necessary.

1.3. Are there any other specific means to protect the employer's interest at the end of an employment contract in your jurisdiction? Please explain in detail and provide for practical guidance.

The Brazilian law does not provide for that situation, and there is not much alternative outside the usual restrictive covenants, that are based mostly on business practices and have been framed according to the few decisions issued by the labor courts as well as to some general legal principles.

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Based on that, the main advice to protect the employers is to carefully draft those clauses to ensure they are enforceable. Employers should be quite careful on what they consider confidential information and, if possible, shall limit the restriction to the minimum necessary to protect their business and investments, facilitating a court request to enforce the restrictive covenants against the employee.

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2. The Impact of Employment Law on the World of Sports

Following the information of the questionnaire doc, the national reporter of the sports law presents the report requested.

In the Brazilians laws have one specific law to the sports (Federal Law 9615/2011) which is a general rule that apply only to the athlete, professional or amateur. The coach has a special law ruling the contract and in the lack of regulation the labor law will apply. However, the referees and the others workers are ruled only by the labor law.

Due the nature of the contract, which is a sporty labor, the contract of the athlete is a labor contract itself. So, the employment sports contract is a special labor contract modality. Therefore, if the sports law has a lack of regulation in some situations, the labor laws will be applied too.

> *"Nas relações de trabalho dos atletas de futebol, face às peculiaridades desta profissão, existem institutos gerais do Direito do Trabalho que têm aplicação diferenciada quando aplicados à essa profissão"* (In the labor relationships of the soccer athletes, faced of the peculiarities of the profession, exists some conceptions of the Labor Law which have differentiated applications when apply in this profession.)[2]

For the clubs and associations which deal to sports the same Federal Law 9615 will be applied too, in rights and obligations, but only the soccer modality has a special treatment by the same law.

So, to become easier to understand, the other modalities have the liberty to choose in some situations if will apply those rules when for the soccer modality is an obligation to apply, according to the article 94 and the single paragraph of the 94 by the Federal Law 9615. In an example, only in the soccer modality has a limit of fee due the anticipated termination of the contract in both parties, athlete and clubs, according to the article 28. The maximum limit of the fee if the anticipation started by the athlete is 2k times of the average wage. And, if started by the club, the maximum limit of the fee is 400 times of the last wage and the minimum is all the wages before the end of the contract.

According to aforementioned, in those situations the new club who hired the athlete is also responsible by the payment of the fee, according to the 2th paragraph in the article 28 by the Federal Law 9615. The parties need to make all the clauses about those fees very clear and specify. The first fee only will be charged by the club or association if the athlete is transferred to a national or international club and, also, if the athlete returns to the first club before the 30 months of contract.

[2] Zainaghi, Domingos Sávio. *A imediatidade e a rescisão indireta dos contratos de trabalho dos atletas de futebol*. São Paulo: IOB Thomson, n. O 7, p. 57-60, jan-jun, 2005

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In the second fee, the sports law specify three types of situation. The first is if the club or association does not pay the wage. The second, if the club or association does not respect the labor law rules and the last one when the athlete receives a dismissal without cause.

Those are the most important issues when the discussion is the anticipated termination, but when the contract ends the most of the athletes, especially in soccer, sue their soccer team claiming the payment of the arena rights and the recognition by the Labor Justice of the image rights as salary nature.

The arena rights have a huge discussion because they are the profit received with selling of media rights for TV, who will transmit the game. The club has the obligation to transfer 5% for this profit selling to the labor union, and the union will pass for the athletes. All the athletes will receive the payment, including those did not play in the day of the game. The payment of those rights will have the nature of salary3, and it is probable that become an expensive condemnation.

The discussion arise when have a collective agreement with the athlete union and the club reducing or changing the way of payment. Some judges decides to grant the motion and others deny. In Brazilian Constitution has in the article 7ª the prohibition to reduce the wage, but if exist a collective agreement, it is possible. This is the ground of the lawsuit discussion.

In Labor Law the salary nature is considered when a labor right is paid because of the job, as a consideration of the activities provided by the employee during the contract. However, the image rights are ruled by the civil law and all the drafts and the forms and the payments are ruled by the civil law too.

Unfortunately, a few clubs or associations try to simulate the payment of the wage as an image rights. And, in the sport labor contract, the wage has a short amount if considered with the amount of the payment agreed in the image rights contract.

Thus, the Labor Justice will recognize as wage when found out the fraud and the condemnation will be huge because the amount paid of the image rights will count in the vacations, 13th wage and in the fund of length services.

Therefore, when the employment contract of the athlete ends, the club or association who wants to protect and avoid lawsuits, because in Brazil the decisions of the Labor Justice are very famous and sometimes expensive, it is to write clearly and specify clauses about the arena rights, transfer fees, image rights and try to settle the situation, if comes, with arbitration. However, even with a decision of the arbitration is possible discuss all over again in the Labor Justice but in this time is possible to compensate the payment that has been paid in a future condemnation of the Labor Justice.

[3] Zainaghi, Domingos Sávio. *Os Atletas Profissionais de Futebol no Direito do Trabalho*. São Paulo, LTr, 1998, p. 147-148.

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Transfer fees

The transfer fee, referred in Brazil as "passe", existed in Brazil until the new law, called Pele Law, in the year of 2003.

Now, after the termination of the employment contract, the only protections that exist are to the national transfer in the article 29-A from the Federal Law 9615 if the club of formation, regular registered, will not hire the young athlete as your professional athlete has the right to receive by the first club employer, and by the others transfer deal, 5% of the value of the transfer.

Those 5% represents according to the Federal Law: 1% by each year of training, between the 14 and 17 years old of the athlete. And, 0,5% between the 18 and 19 years old. However, if the club of formation is not the only club, those 5% will share to the others clubs if those clubs had invested in the formation of the athlete following the requirements above.

The other protection is if the club want to renovate the contract have the preference right. So, the law allowed to the club who hired the athlete, older than or with 16 years old for a period not superior of 5 years, a renovation for more 3 years, if it is used to bargain against a another proposal.

On the international transfer, the Pele Law inform in the article 40 that all the international transfer will be ruled according to the rules of the international federation of the modality. But, if the transfer is a lending, all the conditions and the clauses of the international transfer will become part of the national labor contract.

The Pele Law, according to aforementioned in the topic before, created two types of indemnity during the contract, and the both parties must have to pay if one of the parties has the will to terminate the contract until the term.

If the anticipated termination of the contract is an international transfer, the payment of the indemnity above, if the athlete started, there is no maximum limit of the amount to be paid.

Important, those rules only have the obligation to be applied in the soccer modality, for the other modalities is a faculty to be applied.

3. The World of Sports and Employment Law

Due the questions created to improve the discussion about the rules of the termination of the contract and to become easier to understand, the national reporter answered each question with objectivity and in a concise way. All the answers are posted right under the questions.

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It is possible to see that most of the questions will have the same answers or reasoning according to aforementioned.

2.1. General questions

2.1.1. Does employment law apply to the relation between athlete's and sports clubs/Associations in your jurisdiction? Are there relevant differences between the kinds of sports and between professionals and amateurs?

Yes, due the lack of regulation in some situations of the sports law, the employment law will be applied too. And also, the sports law is specific sometimes in which situation the labor law will suit. P. ex. the period of time of the contract; the no consideration of overtime during the concentration period; the payment of an indemnity if the contract is terminated until the term.

Yes, in Brazilian sports law only the soccer modality have a special treatment than the others modalities.

Yes, the Brazilian sports have difference between amateurs and professionals. But, in these situations by the Federal Law of sports, only the soccer is considered professional with strong regulation and protection for the players. The other modalities are amateurs according to the law, but if the club or association wants to become professional with all the rights that have in soccer modality, it is possible too. So, the amateurs are considered by the law as non-professional, in the law does not have the word "amateurs". Then, the non-professional is those athletes who have the liberty of the practices and do not have a labor contract, allowed to receive sponsors and material incentives. The professional is the athlete with a formal labor contract and a payment of wage and an employment relationship between the athlete and the sports practices entity.

2.1.2. Are there specific employment law provision (statutes, rules of sports associations) applicable for athletes in your jurisdiction? In particular regarding post termination restrictive covenants and/or garden leave provisions and/or the right to continue to work?

No, there is no specific employment law provision only applied to the athlete. If the Sports Law has a lack of regulation in some situation the Labor Law will apply. Thus, the situation not regulated by the Sports Law will be fulfilled to the Labor Law. In the post termination, there are no restrictive covenants due the nature of sports, because this situation is difference as a lawyer,

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businessman or salesman. In the same situation happens with the garden leave, the athlete do not have the obligation to not work or stay away during the notice period, because the contract was finished.

2.1.3. Is there a specific court or arbitration system for employment matters between athletes and clubs in your jurisdiction? Are those arbitration proceedings obligatory before going to court?

Depends of the matter of the claim. If the claim has a labor nature, as a non-payment of salary or overtimes, the Labor Justice is the right court to proceed with the lawsuit, because all the labor rights are considered by the Brazilian Justice an "unavaible". In other words, the employee only is allowed to negotiate the labor rights in a lawsuit. But, if the claim is about the penalty applied during a match, this matters concern the Sports Justice and it is not a lawsuit but an administrative proceedings with several consequences.

No, there is no obligatory proceedings to try to settle in arbitration before go to court, because in the Brazilian Constitution there is a principle which determinate the free access to court especially if the matter is a labor right.

2.2. Transfer Fee System and termination of contracts

2.2.1. a) For the EU Member States: Describe how the Bosman case has changed the situation in your jurisdiction and if/how the sports associations and the legislator have responded to this judgment. b) For the NON-EU Members States: Was there a similar judgment or event that changed the system in your jurisdiction?

Yes, after this case, the Brazilian sports law changed the view about the "passe" in 1998 with Pelé law, because the Brazilian Congress House understood that the "passe" became a kind of slavery, but the most of the clubs which depend of these profit receive now 5% of the amount of the transfer.

There is no case like Bosnann, but the case of Ronaldinho4 to PSG helped to change the law.

2.2.2. Are there specific laws or regulations of sports associations (different from the general rules) dealing with the termination of athletes'

[4] *http://www1.folha.uol.com.br/fsp/esporte/fk2101200121.htm*

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employment contracts in your jurisdiction? Are such contracts usually open-ended or do they run for a fixed term? Are there any restrictions for fixed-term contracts in your jurisdiction?

Yes, if the sports association's law or regulation obey the rules of the general law or if do not conflict with the general labor principles. So, each modality is free to create those regulations. In the sports the usual is a labor contract with fixed term, according the article 29 from Federal law 9615/98. To the sports contracts, no, only for a regular labor contract.

2.2.3. Can a player switch the club during the term of the employment contract for a certain transfer fee without the consent of the former club in the absence of a respective clause? Is it obligatory in your jurisdiction to agree on such a clause and a certain transfer fee?

No, it is not possible because this penalty clause should exist in the sports contract, according to the sports law, but the value of the fee, the parties have the freedom to bargain obeying the limits ruled by the sports law. Yes, it is obligatory to agree.

2.2.4. What are the remedies for the former club in your jurisdiction, if a player switches the club during the term of the employment contract without the consent of the former club and without the payment of an agreed transfer fee?

Labor lawsuit with the claim of the payment of the penalty clause as fixed in the contract, more restatement and interest. The court responsible to judge is the Labor Justice.

2.3. Are there any further conflicts between employment law and the employment practice of sports clubs and associations in your jurisdiction? Please describe relevant cases or judgements.

Yes, in Brazil have huge problems with the discussion about the arena rights, as Diego Tardelli's case5 (arena rights and other one) who wins the payments of the profit in the arena rights; the overtime considered in period of concentration, in this situation the most of the decisions of the Labor Justice

5 *http://www.direitonet.com.br/noticias/exibir/15984/Sao-Paulo-FC-e-condenado-a-pagar-diferencas-sobre-direito-de-arena-a-Diego-Tardelli*

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is to denied the claim of the soccer player, but have a couple of decisions which give granted motion; termination with cause, as Adriano's case against Flamengo6 team; Wether Thiers's case other termination with cause because he was hired to play regular soccer and São Paulo Soccer Team found out the employee also playing the futsal, which is an indoor soccer.

[6] *http://www.mundopositivo.com.br/noticias/esporte/futebol/20133119-tchau_adriano_jogador_e_demitido_por_justa_causa.html*

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