



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2024/A/10425 Lucca Camina Pereira v. Athletic Club Ajaccien**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

**Sole arbitrator:** Ms Raphaëlle Favre Schnyder, Attorney-at-Law, Zurich, Switzerland

**in the arbitration between**

**Lucca Camina Pereira, Bosnia**

Represented by Mr Milton Jordão, Jordão & Possidio Sociedade de Advogados, Salvador, Brasil

**-Appellant-**

**and**

**AC Ajaccio, Ajaccio, France**

Represented by Mr Olivier Martin and Mr Charles Bringand, Martin et Associés, Lyon, France

**-Respondent-**

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## **I. THE PARTIES**

1. LUCCA CAMINA PEREIRA (the “Appellant” or “Player”) is a Brazilian/Spanish football player, currently involved in amateur football activities in Bosnia.
2. ATHLETIC CLUB AJACCIEN (“the Respondent” or “the Club”), is a French professional football club affiliated to the *Fédération Française de Football* (“FFF”), currently playing in the French second division.
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

### **A. Background Facts**

4. Below is a summary of the main relevant facts, as established on the basis of the Parties’ written and oral submissions, and the evidence taken in the course of the present appeal arbitration proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. 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 its Award only to the submissions and evidence she considers necessary to explain her reasoning.
5. On 13 September 2022, the Player and the Club concluded an employment contract (the “Employment Contract”) valid as from the date of signing until end of season 2022/2023, i.e. 30 June 2023 as per Article 3 of the Employment Contract.
6. In its relevant parts, the Employment Contract provides as follows:
  - Article 3 provides that the contract will only become validly entered into upon homologation by the FFF and will be rendered moot if such homologation is not received and none of the Parties shall be entitled to claim any indemnity failing such homologation. Further, unless the Parties agree, the present Employment Contract can be terminated before the end of its term only under the conditions provided for by Article 1243-1 of the French Employment Code (*Code du travail*).
  - Article 6 provides that the Player shall receive a monthly remuneration of EUR 2’800 as well as additional bonuses under the conditions set out in Articles 7 and 8 of the Employment Contract.
  - Article 11.1 provides in relevant parts that the Player will participate in all training sessions organised by the Club which he has been invited to attend either orally, in writing, or by public display.
  - Finally, Article 22 of the Employment Contract states that upon termination of the Employment Contract, the Player shall not claim for any additional indemnity other than his salary and possibly due bonuses.
7. The monthly salaries due to the Player according to the Employment Contract were paid by Respondent to the Appellant until April 2023.

8. The Player travelled to Brazil in April 2023.
9. On 6 June 2023, the Player was informed that the FFF had refused to homologate the Employment Contract.
10. The Club did not pay the salaries for May and June 2023.

**B. Proceedings before the Dispute Resolution Chamber of FIFA**

11. On 8 January 2024, the Player lodged a claim before the FIFA Dispute Resolution Chamber (“FIFA DRC”) for outstanding remuneration and breach of Employment Contract without just cause and requested the payment of EUR 14’000 plus interest of 5% p.a. under the title of outstanding remuneration and EUR 98’000 in compensation for breach of contract.
12. The Respondent failed to reply to the claim.
13. On 20 September 2023, the FIFA Football Tribunal issued a decision resolving the dispute between the Parties, which operative part reads as follows:

- “1. *The claim of the Claimant, Lucca Souza Cortizo, is partially accepted.*
2. *The Respondent, AC Ajaccio, must pay to the Claimant the following amount(s):*
  - *EUR 2,800 as outstanding remuneration plus 5% interest p.a. as from 6 June 2023 until the date of effective payment*
  - *EUR 2,800 as compensation for breach of contract without just cause plus 5% interest p.a. as from 6 June 2023 until the date of effective payment.*
3. *Any further claims of the Claimant are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
  1. *The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
  2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
6. *The consequences shall only be enforced at the request of the Claimant in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*

7. *This decision is rendered without costs”.*

### III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

14. The Appellant filed his Statement of Appeal on 30 July 2024 against the FIFA DRC Decision dated 2 May 2024 and notified with grounds on 15 July 2024.
15. On 5 August 2024, the CAS Court Office set a deadline of 3 days for the Appellant to clarify whether Mr Lucca Camina Pereira and Mr Lucca Souza Cortizo are the same person.
16. On 8 August 2024, counsel for the Appellant clarified that it was the same individual and explained that at the time the relevant contract was signed, the Player had not yet completed the process for obtaining his second passport, which is Spanish. Consequently, he possesses two legal names: Lucca Souza Cortizo, registered in Brazil and Lucca Camina Pereira, registered in Spain.
17. On 9 August 2024, the CAS Court Office informed the Respondent of the present proceedings and of the Appellant’s application for legal aid.
18. On 27 November 2024, the CAS Court Office initiated the proceedings *CAS 2024/A/10425 Lucca Camina Pereira v. Athletic Club Ajaccien*.
19. The Appellant filed his Appeal Brief on 3 December 2024.
20. By letter dated 6 December 2024, submitted to the CAS Court Office, FIFA sent a copy of the appealed decision and informed that it renounces its right to request its possible intervention in the present arbitration proceedings.
21. On 19 December 2024, the Respondent filed its Answer.
22. By letter of same date, the CAS Court Office invited the Parties to state by 3 January 2025 whether it they prefer a hearing to be held in this matter or for the panel or sole arbitrator to issue an award based solely on the Parties’ written submissions. Further, the Parties were invited to inform the CAS Court Office within the same time limit whether they request a case management conference with the panel or sole arbitrator in order to discuss procedural issues.
23. On 29 January 2025, the CAS Court Office informed the Parties that pursuant to Article R54 of the Code of Arbitration for Sports (2023) (the “Code”) and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the panel appointed to decide the above referenced case is constituted as follows:  
  
Sole Arbitrator: Ms Raphaëlle Favre Schnyder, attorney at law in Zurich Switzerland.
24. On 12 February 2025, the Parties were informed that the Sole Arbitrator decided to order a second round of written submissions pursuant to article R56 of the Code.
25. The Appellant filed his Reply on 3 March 2025 and the Respondent its Rejoinder on 21 March 2025 respectively.

26. On 17 April 2025, and after consultation with the Parties, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in this matter.
27. On 15 May 2025, the Appellant returned the duly signed Order of procedure.
28. The hearing was held by video-conference on 22 May 2025. The Sole arbitrator, Ms Amelia Moore, CAS Counsel, the Player and the counsels to the Parties attended the hearing.
29. After the Parties' opening statements and the Player's audition, the Parties made their respective closing statements and a turn for rebuttal was also granted to them.
30. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing the Parties expressly declared that they did not have any objections with respect to how the procedure was conducted.
31. On 13 August 2025, the Respondent provided a duly signed copy of the Order of Procedure.

## **V. THE PARTIES' POSITIONS**

### **A. The Appellant**

32. The Player's submissions, in essence, may be summarized as follows:
  - The Player asserts that a Second Contract was executed on 23 September 2022, extending the employment until September 2026, and that this contract was registered in the Confederação Brasileira de Futebol ("CBF") system linked to FIFA, making it valid and binding.
  - The Player argues that the rejection of the Employment Contract by the FFF was due to the Respondent's negligence regarding residence authorization, not the Player's fault, since the Player held a Spanish passport granting EU residency rights.
  - The Player claims that the Respondent failed to pay salaries from May to October 2023, totalling EUR 14,000, without just cause, constituting a breach of contract.
  - The Player states that after being removed from the active roster and sent to Brazil, he continued to follow the Respondent's training instructions.
  - The Player terminated the contract with just cause under Article 14bis of the FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP") after repeated non-payment and a formal default notice.
  - The Player seeks payment of unpaid salaries and compensation for the residual value of the Second Contract (November 2023 to September 2026), totalling EUR 112,000, plus statutory interest, based on FIFA RSTP Article 17.
  - The Player rejects the Respondent's assertion that the Second Contract is invalid or forged, arguing that the burden of proof lies with the Respondent, who has provided no credible evidence or expert analysis.
  - The Player denies any unjustified absence or abandonment of contract, stating that no warnings or disciplinary actions were issued by the Respondent.

- The Player maintains that FIFA regulations take precedence, with Swiss law as a subsidiary source, and that the Respondent's reliance on French law is misplaced.

33. On this basis, the Player makes the following requests for relief in his Appeal Brief:

*“59. The Appellant respectfully requests the CAS to uphold the appeal against the FIFA Dispute Resolution Chamber decision of 02 May 2024 (Ref. Nr. FPSD-13282) and as a consequence of it:*

- i. To declare the appeal admissible;*
- ii. To rule that the Respondent breached the employment contract by committing a severe contractual breach, thereby providing the Appellant just cause to terminate the contract in accordance with Art. 14bis of the RSTP.*
- iii. To rule that the Respondent is obliged to pay the Appellant EUR 112,000.00, representing the unpaid salaries and the residual value of the Second Contract, plus interest at the statutory rate of 5% per annum pursuant to Article 104 paragraph 1 of the Swiss Code of Obligations (CO), calculated from the date of the due payments;*
- iv. To set fair compensation according to the criteria established by FIFA regulations;*
- v. To condemn the Respondent to the payment of all costs related to the present arbitration proceedings; and*
- vi. To fix a sum, at the discretion of the Panel, to be paid by the Respondent to the Appellant, in order to pay all legal fees and costs of any nature incurred by the Appellant as a consequence of the present proceedings”.*

## **B. The Respondent**

34. The Club's submissions, in essence, may be summarized as follows:

- The Club accepts the jurisdiction of the FIFA DRC and CAS and argues that the dispute should be adjudicated under FIFA regulations and, subsidiarily, French law, based on the contract's choice-of-law clause.
- The Club denies the existence and validity of any Second Contract extending the employment to 2026, arguing that the Player has not provided credible evidence, only a screenshot of a software system that seems to have been modified and is not identifiable.
- The Club maintains that the only valid contract was the Employment Contract signed on 13 September 2022, which expired on 30 June 2023.
- The Club claims to have performed all contractual obligations in good faith, including payment of salaries until April 2023, and that non-payment for May and June 2023 was due to the Player's unjustified absence from training, as evidenced by pay slips showing zero remuneration.
- The Club argues that the FFF rejected the Employment Contract due to the Player's lack of valid residence authorization, and that the Club cannot be held responsible for this administrative failure.

- The Club contends that the Player's demands for unpaid salaries and compensation for the residual value of the alleged Second Contract are unfounded, as the extension was never agreed upon or validly executed.
- The Club requests that all of the Player's claims be rejected and that the Player be ordered to bear all procedural costs and the Club's legal fees.

35. On this basis, the Club makes the following requests for relief in its Answer:

**"As a primary request,** *AC Ajaccio requests the Court of Arbitration for Sport to:*

***DECLARE*** *that the Court of Arbitration for Sport has jurisdiction to hear the dispute between the Club and the Player in the appeal case;*

***DECLARE*** *that the present case must be adjudicated in accordance with FIFA regulations and, subsidiarily, in accordance with french law;*

***DECLARE*** *that AC Ajaccio has fully executed employment contract concluded by the Parties.*

**Accordingly,**

***REJECT*** *all the claims formulated by the Player,*

***ORDER*** *the Player to bear all procedural costs before the Dispute Resolution Chamber and CAS as well as the legal fees paid by AC Ajaccio for its defence"* [emphasis in original].

## VI. JURISDICTION

36. The jurisdiction of CAS, which is not disputed, derives from Article 58(1) FIFA Statutes (May 2022 edition) as it determines that "[a]ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question" and Article R47 of the Code.
37. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.
38. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

## VII. ADMISSIBILITY

39. The grounds of the Appealed Decision were notified to the Appellant on 15 July 2024 and the Appellant's Statement of Appeal was filed on 30 July 2024, i.e. within the statutory time limit of 21 days, set forth in Article 58(1) of the FIFA Statutes, which is not disputed.
40. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the Code.

41. It follows that the Appeal is admissible.

### **VIII. APPLICABLE LAW**

42. Article 24 of the Employment Contract provides for the application of French law. ”

43. In their submissions however, the Parties both refer to the application by the CAS of the FIFA RSTP to settle the dispute, with the application of Swiss law subsidiarily.

44. Article R58 of the Code provides the following:

*“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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

45. Article 56(2) FIFA Statutes stipulates as follows:

*“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law”.*

46. Based on the foregoing, the Sole Arbitrator finds that the various regulations of FIFA are primarily applicable, and additionally, should the need arise to fill a possible gap in the various rules of FIFA, Swiss Law is applicable.

### **IX. MERITS**

47. The Sole Arbitrator will now address the following issues:

A. Did the Club breach the Employment Contract?

B. Did the Parties enter into a Second Contract on 23 September 2022?

C. Are any outstanding remunerations due to the Player?

#### **A. Did the Club breach the Employment Contract?**

48. The Sole Arbitrator notes that the Employment Contract was concluded on 13 September 2022 for one season to be terminated on 30 June 2023 as per Article 3 of the Employment Contract.

49. The Sole Arbitrator further notes that the validity of the Employment Contract was conditioned to its homologation by the FFF.

50. It is equally undisputed by the Parties, that the Player’s salaries in the amount of EUR 2’800 per month were paid by the Club until April 2023 and that the Club has not paid the salaries for May and June 2023.



51. It is further established that the Player left for Brazil in April 2023 and that he was informed at the beginning of June 2023 that the Employment Contract was rejected by the FFF because the Club could not provide the document proving the authorisation for the Player's residence in France.
52. The Player put the Club in default at an unspecified date and requested payment of the amount of EUR 14,000 granting a 15-day deadline to comply. The Club did not pay the requested amount. The Player confirmed that he remains unemployed.
53. Swiss law, that is applicable subsidiarily, in particular, Article 8 of the Swiss Civil Code ("SCC"), states that: *"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact"*.
54. This position is supported by CAS jurisprudence which is constant in saying that *"In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its 'burden of proof', i.e. it must meet the onus to substantiate its allegations and to affirmatively approve the facts on which it relies with respect to that issue"*. (See *inter alia* CAS 2009/A/1909).
55. As a result, the Sole Arbitrator observes that the burden rests with the Club to prove that the withholding of the Player's salaries for May and June 2023 was justified because of unauthorized absence.
56. In that regard, the Sole Arbitrator notes that pursuant to Article 11.1 of the Employment Contract, the Player must participate in all training sessions and matches to which he has been invited orally, in writing or by public display and that he is obliged to follow the timetable established either for him personally or for the group by the Club as per Article 11.2.2 of the Employment Contract.
57. The Club states that after the departure of the Player, without any justification given to the Club or given during this procedure, the Club stopped any salary payment in accordance with the French regulations. The Club has not submitted any evidence that the Player was notified of undue absence following proper invitation for training sessions or matches.
58. Further, while the Club considers that the CAS should apply the FIFA RSTP and subsidiarily Swiss law to settle the dispute, it also partially relies in its submissions on the French regulations on professional football, in particular Article 606. However, it has submitted only the regulations 2024/2025, whereas the dispute concerns the season 2022/2023.
59. In addition, even if applicable, while Article 606 of the French regulations indeed allow for the salary to be withheld, this is only the case if an absence or delay is unjustified. It further provides that all absences or delays that were not authorised or were unjustified in these conditions may lead to disciplinary proceedings. The Club has not submitted any evidence that the Player's absence from training as of April was unauthorised or unjustified. Further, the Club has not terminated the Employment Contract or started disciplinary proceedings because of the Player's absence, nor submitted any evidence that it has put the Player on notice because of unjustified absence.
60. In addition, the Sole Arbitrator notes that, pursuant to Article 3 of the Employment Contract, unless the Parties agree, the present Employment Contract can be terminated

before the end of its term only under the conditions provided for by Article 1243-1 of the Employment Code (Code du travail). The Club has not submitted a copy of Article 1243-1 of the Employment Code nor alleged the conditions provided therein that would have allowed for an early termination.

61. Equally despite having threatened to terminate the contract if the outstanding salary payments were not made within a period of 15 days, the Player has not evidenced that the contract has indeed been terminated for just cause based on Article. 14 bis para. 1 of the FIFA RSTP providing that *“In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered”*.
62. Considering that the salaries remained unpaid for May 2023 and June 2023 and the contractual validity of the Employment Contract i.e. until 30 June 2023, the conditions for early termination of Article 14bis para. 1 FIFA RSTP could not be fulfilled before the contractual end of the Employment Contract.
63. Further, the Sole Arbitrator notes that despite that the contract was to become valid only after the homologation by the FFF, the Parties executed the Employment Contract and the Club fulfilled its financial obligations until end of April 2023. Considering that the Club had already stopped the salary payments for May 2023, the lack of homologation by the FFF notified in June 2023 was evidently not the reason for the withholding of the salary payments.
64. Also, the Sole Arbitrator notes that there is no evidence on file that the Employment Contract has been retroactively terminated by the Club for lack of homologation and agrees with the FIFA Football Tribunal’s decision that *“the jurisprudence of the Football Tribunal, which indicates that as soon as a contract is signed between a player and a club, as a general rule, it is the club’s duty and responsibility to act accordingly in order to obtain, if necessary, a work permit or a visa for its players prior to the signing of an employment contract or during its period of validity, in order for players to be able to legally enter a particular country and be in a position to render their services to the club”*.
65. The Sole Arbitrator therefore holds that the Employment Contract signed on 13 September 2022 was validly entered into and lapsed as per its contractual termination date on 30 June 2023 without having been terminated early by either Party and that by withholding the salary payments for May and June 2023, the Club breached the Employment Contract.

**B. Did the Parties enter into a Second Contract on 23 September 2022?**

66. The Player contends that a second contract was entered into on 23 September 2022 using the Spanish name and passport of the Player. However, the Club denies a second contract has been entered into and the Player has not submitted a copy of said new contract.
67. The burden of proving the existence and content of the second contract lies on the Player in accordance with Article 8 of the SCC.

68. The Sole Arbitrator notes that the Player did not submit any other evidence of the existence of a second contract than the screenshot of the CBF system that is undated. At the Hearing, the Player was not in a position to confirm where and when exactly the new contract had been signed nor by whom or more importantly, the reason for the signing of such second contract.
69. The Sole Arbitrator also notes that while the signing of a second contract using the Spanish passport would have facilitated the working permit issues, an extension of almost 4 years only 10 days after the signing of the Employment Contract and thus before the Club could assess the value of the Player, is highly unlikely. The salary slips submitted have been addressed to Mr Lucca Souza Cortizo, i.e. the Player's Brazilian name, even after the contended replacement/extension of the Employment Contract. The Sole Arbitrator finds that the excerpt of the Brazilian transfer system filed by the Player as Annex 01 to the Appeal Brief is not sufficient to prove the existence of the second contract until 23 September 2026.
70. The Sole Arbitrator finds that the Player has not evidenced that the Employment Contract has been replaced or extended by a second contract entered into with and on the basis of his Spanish passport.

**C. Are any outstanding remunerations due to the Player?**

71. The Sole Arbitrator holds that the Employment Contract entered into on 13 September 2022 was not terminated by any of the Parties and remained valid until 30 June 2023 and that it was neither replaced by a new contract allegedly entered into on 23 September 2022, nor extended by such new contract until end of the season 2026.
72. Thus, the Sole Arbitrator finds that the Employment Contract remained valid until 30 June 2023 and that the salaries for May 2023 and June 2023 in the amount of EUR 2800, i.e. totalling EUR 5600 were due to the Player. Further, there was no early termination, justified or not, that would allow for an additional compensation on the basis of Article 17 FIFA RSTP.
73. In addition, under Swiss law, if an employer breaches a fixed-term employment contract by failing to pay salary and there is no early termination for just cause, the employee is entitled to compensation. This means that the employee is entitled to receive the full salary and benefits he would have earned until the end of the contract term. The compensation cannot be reduced by contractual clauses that would disadvantage the employee, as Article 337c Swiss Code of Obligations ("SCO") is a semi-mandatory provision from which parties cannot derogate to the detriment of the employee.
74. The Sole Arbitrator notes that there is no clause in the Employment Contract that would derogate to this in favour of the Player granting him other or additional compensation.
75. Consequently, the Sole Arbitrator finds that the Club shall also, in principle, pay compensation for breach of contract to the Player in an amount of EUR 5'600, i.e. EUR 2'800 for May 2023 and EUR 2'800 for June 2023.

## INTERESTS

76. The Player claims statutory interest on the outstanding amounts at a rate of 5 % *p.a.* pursuant to Article 104 of the SCO.
77. The Sole Arbitrator notes that the Employment Contract does not provide for applicable interest rates. The default interest rate under Swiss law is 5% *p.a.*, pursuant to Article 104(2) CO and, pursuant to Article 102 (2) CO, *“where a deadline for performance of the obligation has been set by agreement or as a result of a duly exercised right of termination reserved by one party, the obligor is automatically in default on expiry of the deadline”*.
78. The Sole Arbitrator further notes that the Employment Contract does not provide for a specific monthly payment date. The FIFA regulations are also silent in this respect. Under Swiss law, if an employment contract does not specify the due date for monthly salary payments, the general principle is that wages must be paid at regular intervals. Swiss law thus requires that, in the absence of a specific contractual provision, salary payments should be made regularly, typically at the end of each month, in line with established practice (Decision of the Swiss Federal Tribunal 4A\_132/2016, para.3.2.2).
79. The payment slips submitted for the May and June salary payments, while evidencing an amount of EUR 0'000 (zero Euros), are dated 5 June 2023 and 30 June 2023 respectively, which can therefore be considered as due dates.
80. Thus, in application of Article 102(2) of the SCO, the Respondent was in automatic default on expiry of these payment dates, i.e. as of the next day.
81. Therefore, in application of Article 102(1) CO the Sole Arbitrator finds that the Appellant is entitled to interest at the statutory rate of 5 % *p.a.* on the amount of EUR 2'800 as of 6 June 2023 and on EUR 2'800 as of 1 July 2023 and until full and final payment.

## X. COSTS

(...)

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## ON THESE GROUNDS

### The Court of Arbitration for Sport rules that:

1. The appeal filed on 30 July 2024 by Lucca Camina Pereira against the decision issued on 2 May 2024 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* Football Tribunal and notified on 15 July 2024 is partially upheld.
2. The decision issued on 2 May 2024 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* Football Tribunal is confirmed, save for paragraph 2 of the operative part, which shall be amended as follows

*“The Respondent, AC Ajaccio, must pay to the Claimant the following amount(s):*

- *EUR 2,800 as outstanding remuneration plus 5% interest p.a. as from 6 June 2023 until the date of effective payment*
- *EUR 2,800 as compensation for breach of contract without just cause plus 5% interest p.a. as from 1 July 2023 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: 19 September 2025

## COURT OF ARBITRATION FOR SPORT

**Raphaëlle Favre Schnyder**  
Sole Arbitrator