CAS 2025/A/11423 Sociedade Anônima do Futebol Botafogo v. Atlanta United FC & Fédération Internationale de Football Association (FIFA)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Juan Pablo Arriagada Aljaro, Attorney-at-law in Santiago, Chile

in the arbitration between

Sociedade Anônima do Futebol Botafogo, Brazil

Represented by Messrs. Bichara Abidão Neto and Victor Eleuterio, Attorneys-at-Law, Rio de Janeiro, Brazil.

- Appellant -

and

Atlanta United Football Club, USA

Represented by Messrs. Robert Danvers and Philip Bonner, Attorneys-at-Law, Manchester, United Kingdom.

- First Respondent -

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr. Miguel Liétard Fernández-Palacios, Director at FIFA

- Second Respondent -

I. THE PARTIES

1. The Appellant, Sociedade Anônima do Futebol Botafogo ("SAF Botafogo"), is a professional football club affiliated to the Brazilian Football Confederation.

2. The First Respondent, Atlanta United Football Club ("Atlanta United"), is a professional football club with its registered office in Atlanta, Georgia, United States of America. Atlanta is a member club of Major League Soccer L.L.C. (the "MLS") and is registered with the United States Soccer Federation (the "USSF"), which in turn is affiliated to FIFA.

3. The Second Respondent, the *Fédération Internationale de Football Association* ("FIFA"), is the international governing body of football at worldwide level, headquartered in Zurich, Switzerland.

4. The Appellant and Respondents are collectively referred to as the "Parties" when applicable.

II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts, as established based on the Parties' written submissions on the file, the video-conference hearing, and the relevant documentation produced in this appeal. Additional facts and allegations found in the Parties' submissions may be set out, where relevant, in connection with the further legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, the Award only refers to the submissions and evidence it considers necessary and to explain its reasoning.

A. Background Facts:

6. Late June 2024, the MLS and Botafogo started negotiations for the definitive transfer of the player Thiago Almada (the "Player"), which was at that moment registered with Atlanta United. The first draft of the Transfer Agreement was sent by Mr. Dimitrios Efstathiou, from Atlanta United, to Botafogo on Saturday, 29 June 2024.

7. Later the same day, Mr Jorge Gallo, lawyer for Botafogo, answered that email, attaching the draft of the Transfer Agreement with some limited amendments. His covering email said: *"Please find attached the revised version of the Transfer Agreement. Please feel free to contact me should you need any further clarification on this.*"

8. On 29 June 2024, at 16:49, Mr. Efstathiou sent a new draft of the Transfer Agreement. In his covering email he said:

> *"Please see attached a further revised draft, showing all changes from your version earlier today.*

As you'll see, we have accepted the majority of your comments, with the key exception being the concept that the Sell-on Fee follows all Subsequent Registrations with a cap of US$5 million.

As for the default language regarding acceleration of installments if Botafogo fails to make a timely payment beyond 30 days, this is language that MLS requires on all outgoing transfers."

9. On 30 June 2024, the MLS and Botafogo entered into a transfer agreement (the "Transfer Agreement") concerning the permanent transfer of the Player from Atlanta United to Botafogo.

10. Pursuant to the Transfer Agreement, the Respondent agreed to pay the MLS a total guaranteed transfer fee of USD 21 million, net of taxes, in the following installments:

> "*2. Transfer Fee. In consideration of the Transfer from MLS to [the Respondent], [the Respondent] agrees to pay to MLS a guaranteed transfer fee of Twenty-One Million And No/100 Dollars (U.S. $21,000,000.00), net of any taxes or any other deductions (the "Transfer Fee"), which shall be payable as follows:*
>
> *2.1. Three Million And No/100 Dollars (U.S. $3,000,000.00), net of any taxes or any other deductions, which shall be payable within five (5) business days following the receipt of the Player's International Transfer Certificate ("ITC") (as defined below) by [the Respondent].*
>
> *2.2. Three Million And No/100 Dollars (U.S. $3,000,000.00), net of any taxes or any other deductions, which shall be payable on or before September 30, 2024.*
>
> *2.3. Two Million And No/100 Dollars (U.S. $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before December 31, 2024.*
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> *2.4. Two Million And No/100 Dollars (U.S. $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before March 31, 2025.*
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> *2.5. Two Million And No/100 Dollars (U.S. $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before June 30, 2025.*
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> *2.6. Two Million And No/100 Dollars (U.S. $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before September 30, 2025.*
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> *2.7. Two Million And No/100 Dollars (U.S $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before December 31, 2025*
>
> *2.8. Two Million And No/100 Dollars (U S. $2,000,000.00), net of any taxes or any other deductions, which shall be payable on or before March 31, 2026.*
>
> *2.9. Two Million And No/100 Dollars (U.S. $2,000,000.00), net of any taxes or*

any other deductions, which shall be payable on or before June 30, 2026.

2.10. One Million And No/100 Dollars (U.S. $1,000,000.00), net of any taxes or any other deductions, which shall be payable on or before September 30, 2026."

11. The Transfer Agreement also contained the following relevant clauses:

- **Clause 6:**

"*Default. If the Club (i) fails to make any payment due to MLS under this Agreement by the due date for payment or (ii) fails to make any required notification to MLS under this Agreement by the date specified herein, then the following provisions shall apply:*

6.1. With respect to (i). if the Club fails to pay any installment of the Transfer Fee and/or the Sell-on Fee under this Agreement within thirty (30) business days following their respective due dates, the total amount of such payment(s) (less any installment(s) previously paid) installment and/or the correspondent amount of the Sell-on Fee shall become immediately due and payable without notice;

6.2. With respect to (i) and (ii), interest shall accrue on any overdue amount(s) at the rate of Five Percent (5%) per annum. Such interest shall accrue on a daily basis from (x) the date of default until the actual date of payment of the overdue amount(s) with respect to (i) and (y) the last date by which [the Respondent] was required to provide notification until the actual date of payment of the overdue amount(s) with respect to (ii). [the Respondent] shall pay the interest together with the overdue amount(s); and/or

6.3. With respect to (i) and (ii), MLS and/or the MLS team to which the Player was assigned (the "MLS Team") shall also have the right to commence proceedings against the Club in accordance with Article 12bis of the FIFA Regulations and the Club acknowledges that MLS and/or the MLS Team shall be entitled to request the immediate payment of the overdue sums and the imposition of sanctions on the Club in accordance with Article l 2bis(4) of the FIFA Regulations".

- **Clause 8:**

"8.1. MLS represents and warrants, and covenants to [SAF Botafogo] that: 8.1.1. The Player is currently under contract with MLS, which owns the registration and all the playing rights and related benefits of the Player, and that no third party will attempt to assert any right therein against the Club (...)"

- **Clause 20:**

"*Assignment. The rights and obligations of the parties hereto shall not be assignable, provided that MLS shall have the right to assign any or all of its rights and obligations hereunder to any affiliate of MLS, which affiliate may be formed under U.S. or foreign law; provided further that in any such case, such assignment*

shall not relieve MLS of its obligations hereunder. It is further acknowledged and agreed by [the Respondent] that in addition to MLS, the MLS Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of MLS and itself, including, but without limitation, enforcing the terms of this Agreement against [the Respondent] in any proceedings commenced before any competent body, including FIFA and the Court of Arbitration for Sport (the "CAS")".

12. On 11 July 2024, the Player's International Transfer Certificate (the "ITC") was delivered by the USSF to the CBF.

13. On 22 July 2024, the MLS, on behalf of Atlanta United, sent an invoice by email to Botafogo for the payment of the first instalment of the Transfer Agreement.

14. On 30 July 2024 and 21 and 23 August 2024, the MLS, on behalf of Atlanta United, sent follow-up emails reminding Botafogo to pay for the first installment.

15. On 27 August 2024, Mr. Arruda of Botafogo apologized for the delay in replying to the reminders above, citing a personal matter, and requested some patience while he liaised with the club's finance department to sort out the matter.

16. On 3 September 2024, Botafogo informed the MLS and Atlanta United that the first instalment would be paid within the next 15 days (i.e., by 18 September 2024).

17. Later that same day, the MLS, on behalf of Atlanta United, sent a first default notice, demanding payment of the first instalment of the Transfer Fee (i.e. USD 3 million), granting Botafogo 10 days to fulfil the payment thereof, and informing that it would file a claim before FIFA pursuant to Article 12bis of the FIFA Regulations on the Status and Transfer of Players (RSTP) if the aforementioned amount were not paid. Botafogo, however, did not pay the demanded amount.

18. On 31 October 2024, the MLS, on behalf of the Atlanta United, issued a second default notice, this time demanding payment of the first and second instalments of the Transfer Fee (amounting in total to USD 6 million), granting Botafogo 10 days to fulfil the payment thereof, and again informing that it would file an Article 12bis RSTP claim if the aforementioned amount was not paid. Botafogo, however, did not pay the demanded amount.

19. As a result, on 15 November 2024, Atlanta United filed a claim before the FIFA Players' Status Chamber (PSC) against Botafogo, claiming USD 21 million in outstanding amounts plus interest. Atlanta United also requested that the PSC impose on Botafogo a registration ban (or any other appropriate sanction) in respect of the overdue payables in accordance with art. 12bis RSTP.

20. On 26 February 2025, the PSC issued the operative part of the Appealed Decision as follows:

"1. The claim of the Claimant, Atlanta United FC, is partially accepted.

2. The Respondent, S.A.F. Botafogo, must pay to the Claimant the following amount(s):

- USD 3,000,000 (net of any taxes or any other deductions) as outstanding remuneration *plus 5% interest p.a. as from 22 July 2024 until the date of effective payment;*

- USD 18,000,000 (net of any taxes or any other deductions) as outstanding remuneration *plus 5% interest p.a. as from 30 August 2024 until the date of effective payment.*

3. Any further claims of the Claimant are rejected.

4. A fine in the amount of USD 150,000 is imposed on the Respondent, which must be paid to FIFA within 30 days of notification of this decision. Such fine must be paid to the following bank account with a clear reference to the case FPSD-17106 (...)

21. The PSC, firstly, considered that Atlanta United was entitled to enforce the terms of the Transfer Agreement, even if the MLS concluded the Transfer Agreement on its behalf and as an agent of Atlanta United. Secondly, the PSC found that Clause 6.1of the Transfer Agreement is an acceleration clause; therefore, since Botafogo did not pay the first instalment, the full amount due under the agreement became immediately payable.

22. On 23 April 2025, the PSC issued the grounds to the Parties.

VI. SUMMARY OF PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 14 May 2025, the Appellant filed its Statement of Appeal before the CAS against the Respondents, in accordance with Articles R47 and R48 of the Code of Sport-related Arbitration (the "CAS Code"). The Appellant requested to submit this matter to a Sole Arbitrator and the Respondents agreed to such request.

24. On 13 June 2025, the Appellant submitted its Appeal Brief in accordance with an extension granted by the CAS and Article R51 of the CAS Code.

25. On 24 June 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code, on behalf of the President of the CAS Appeals Arbitration Division, notified the Parties that Mr. Juan Pablo Arriagada Aljaro would act as Sole Arbitrator in the present arbitration

26. On 15 and 16 July 2025, the Respondents filed their respective Answers in accordance with an extension granted by the CAS and Article R55 of the CAS Code.

27. On 18 August 2025, the CAS Court Office issued the Order of Procedure, which the Parties duly signed.

28. On 15 October 2025, a hearing was held by video conference. In attendance at the hearing, in addition to the Sole Arbitrator and the CAS Head of Arbitration (Mr. Antonio

de Quesada), were the following individuals:

- For the Appellant: Mr. Victor Eleuterio (Counsel);
- For the First Respondent: Mr. Robert Danvers (Counsel) and Mr. Philip Bonner (Counsel); and
- For the Second Respondent: Mr. Alexander Jacobs (Counsel)

29. At the outset of the hearing, the Parties confirmed that they had no objections to the constitution and composition of the Panel. The Parties were then given the opportunity to present their case fully. At the conclusion of the hearing, the Parties expressed their satisfaction with the manner in which the Sole Arbitrator conducted the proceeding and confirmed they had no objections thereto and that their right to be heard had been respected.

VII. SUBMISSION OF THE PARTIES

A. The Appellant.

30. In its request for relief, the Appellant requests that the CAS order the following:

"*1. Admit the present appeal,*

2. Uphold the present appeal and set aside the Appealed Decision, replacing it by an Arbitral Award which:

(i) Determines that SAF Botafogo is not liable to pay any accelerated amount to Atlanta United under the Transfer Agreement; and

(ii) Determines that SAF Botafogo is only liable to pay:

1. USD 3,000,000.00 (three million US Dollars) plus 5% interest p.a. as from 22 July 2024; and

2. USD 3,000,000.00 (three million USD Dollars) plus 5% interest p.a. as from 1 October 2024.

(iii) Determines that no fine applies to SAF Botafogo

Subsidiarily, in the event a fine is found to be applicable on SAF Botafogo:

(iv) Determines that the amount of the fine is reduced to an amount to be fixed at its discretion; or

In the further subsidiary:

(v) Determines that any amounts due by SAF Botafogo under the Transfer Agreement shall be paid in an account of the MLS, following the provision of an invoice by the latter, or alternatively.

(vi) Determines that any amounts to be paid by SAF Botafogo to Atlanta United be conditioned to the provision of evidence that the MLS has definitively assigned all its rights under the Transfer Agreement or at least the Transfer

Fee entirely in favor of Atlanta United, and will not claim the Transfer Fee against SAF Botafogo if such amount is paid to Atlanta United;

In any event:

3. Orders the Respondents to bear all costs and/or expenses of the present arbitration and of the first instance proceedings before FIFA (if any); and

4. Orders the Respondents to pay the Appellant a contribution towards legal fees and other expenses incurred in connection with the proceedings, pursuant to art. 54.5 of the CAS Code, in an amount to be fixed at its discretion".

31. The Appellant's submissions, in essence, may be summarized as follows:

(a) Atlanta United lacked standing to sue before the PSC:

- The Transfer Agreement was entered into exclusively between the MLS, Botafogo and the Player, with no reference to Atlanta United, Furthermore, the MLS explicitly represented and warranted in the Transfer Agreement that it was the exclusive holder of the Player's federative and economic rights and that no third party would be entitled to assert any rights in connection thereto against the Appellant. Finally, the MLS is also identified in the Transfer Agreement as the sole and exclusive beneficiary of all rights (and, in particular, is designated as the sole recipient of the transfer fee). Therefore, a claim for the transfer fee under the Transfer Agreement can only be pursued by the MLS. Since Atlanta United is not designated as the recipient of the transfer fee and is not listed as a party to the Transfer Agreement, it lacks the required standing to assert such a claim.

- Permitting Atlanta United to assert claims under the Transfer Agreement would (i) modify said contract by introducing a new creditor, which would be an alteration that was neither contemplated nor authorized by the parties thereto, (ii) allow the MLS to indirectly access the jurisdiction of the PSC (something which is not allowed since football leagues cannot file claims under articles 22 and 23 of the RSTP). In this respect, Clauses 6.3 and 20 of the Transfer Agreement are null and void pursuant to article 20 of the Swiss Code of Obligations ("SCO"). To the extent that the MLS (and Atlanta United) attain certain benefits from a single-entity league system, it shall also bear the burden of not being able to access the PSC's jurisdiction.

- Permitting Atlanta United to sue exposes Botafogo to the risk of double jeopardy, in contravention of basic principles of legal certainty and contractual integrity, since there is no evidence on file indicating that the MLS has definitively assigned its rights in favor of Atlanta United. As may be recalled, all pre-litigation correspondence, including the first and second default notices, was sent by the MLS, which then conveyed its intention to initiate proceedings against Botafogo directly, not through a third party.

(b) Clause 6.1of the Transfer Agreement is a "grace period clause":

- Clause 6.1of the Transfer Agreement was wrongly interpreted in the Appealed Decision as an "acceleration clause". However, the mutual and common intention of the contracting parties was that Clause 6.1 of the Transfer Agreement grant Botafogo a "grace period" to make payments.

- The PSC acknowledged in paragraph 45 of its decision that the wording of Clause 6.1"could have been written more eloquently". This implies that it might be open to more than one reasonable interpretation, thereby requiring an interpretive exercise grounded on objective standards of good faith, taking into account the broader contractual context and, in particular, the parties' contracting subsequent conduct. In this respect, the modifications made by Botafogo to Clause 6.1 confirm that the contracting parties intended to draft a "grace period" clause and not an acceleration clause. More specifically, it was intended to allow the MLS to recover on the specific amounts that became overdue after the 30-day business grace period expired, without affecting other future payments. It would enable the MLS to efficiently consolidate overdue claims in a single action, without the need for separate proceedings for each missed payment.

- Surprisingly, it was only upon initiating formal proceedings before the PSC that Atlanta United claimed the full USD 21 million; prior thereto, it had only claimed the first two installments. This violates the doctrine of estoppel and the prohibition against inconsistent conduct. Botafogo reasonably relied on MLS's prior consistent conduct, which portrayed Clause 6.1 of the Transfer Agreement as a mechanism for recovering only overdue payments.

(c) Atlanta United did not comply with Article 12bis of the RSTP:

- Even if the Sole Arbitrator were to find that Clause 6 of the Transfer Agreement operates as an acceleration clause, Atlanta United's claim for the entire outstanding transfer fee remains without merit due to its failure to comply with the mandatory requirements set out in Article 12bis RSTP. More specifically, Atlanta United failed to put Botafogo on default in writing for the accelerated amount and failed to grant a deadline of at least ten days for Botafogo to pay the accelerated amount.

- Moreover, even if Article 12bis RSTP would be theoretically applicable (*quod non*), the imposition of sanctions is not mandatory *per se*. As per paras. 2 and 4 of Article 12bis, the FIFA Football Tribunal "may" impose sanctions on clubs found to be in violation of said rule, meaning that it is discretionary.

- In light of the foregoing, Botafogo's liability must be strictly limited to the amount of USD 6 million, corresponding solely to the first two instalments for which the valid default notice and proper default procedures of Article 12bis RSTP were followed. Accordingly, the fine imposed in the Appealed Decision must be annulled entirely.

(d) Alternatively, the fine imposed by FIFA should be reduced:

- Even if the Sole Arbitrator deems that a fine must be imposed pursuant to Article 12bis RSTP, that said fine must be significantly reduced. The fine of USD 150,000 imposed in the Appealed Decision clearly exceeds any reasonable or proportionate sanction compared to other similar cases (the average fine for non-compliance with Article 12bis of the FIFA RSTP being USD 33,992.86).

(e) Furthermore, in the event the Sole Arbitrator dismissed the aforementioned arguments:

- The Sole Arbitrator should review paragraph 5 of the operative part of the Appealed Decision, so that it is not ordered to pay any amounts possibly due in an account of Atlanta United but only in an account of the MLS. To that effect, the Sole Arbitrator should order the Atlanta United to provide (i) an invoice issued by the MLS indicating an account of the MLS, for payment, or otherwise (ii) evidence that the MLS has definitively assigned all its rights under the Transfer Agreement or at least the Transfer Fee entirely in favor of Atlanta United, and will not claim the Transfer Fee against Botafogo if such amount is paid to Atlanta United.

B. The First Respondent.

32. In its prayers for relief, the First Respondent requests the following motions for relief:

"I. This Answer is admissible and well-founded; and

II. The Appellant's Appeal is dismissed and/or it falls to be rejected on the merits; or, in the alternative, and

III. The Appellant must pay the costs of these appeal proceedings in full; and

IV. The Appellant must pay in full, or, in the alternative, a contribution towards the legal costs and expenses of the First Respondent, pertaining to these appeal proceedings before the CAS pursuant to Article R64.5 of the CAS Code".

33. In support of its position, the First Respondent submits the following:

(a) The Appellant failed to comply with its contractual obligation:

- The first and second installments of the Transfer Agreement – and, by way of the acceleration clause under Clause 6.1therein, the full Transfer Fee – were indisputably overdue and payable to Atlanta United at the time it filed a claim before the FIFA PSPC. The Appellant even acknowledges that it owes USD 12 million in transfer fees; however, it has refused to pay the amounts. The Appellant has failed to establish any legitimate legal basis justifying its non-payment of the amounts above.

- As of 18 July 2024, the date on which the first installment of the Transfer Agreement became due, the Appellant has already secured an additional

twelve months to satisfy its obligation without incurring any consequence, such as a registration ban despite a prolonged default. Since the Transfer Agreement was concluded on 30 June 2024, the Appellant has had the benefit of the Player's services and achieved significant sporting and financial successes, including winning the Copa Libertadores 2024 (earning USD 23,000,000), and participating in the lucrative FIFA Club World Cup (earning at least USD 26,710,000 for reaching the round of 16 at the tournament.

(b) Atlanta United had standing to sue before the PSC:

- Atlanta United's standing to sue is based on both the Transfer Agreement and established FIFA and CAS jurisprudence.

- The Appellant argues that Atlanta United lacked standing to sue because it was *"neither a party nor a beneficiary"* under the Transfer Agreement, claiming that clauses 6.3 and 20 thereof were invalid as they allegedly allowed MLS to *"indirectly access FIFA PSC jurisdiction."*

- However, clause 6.3 expressly grants MLS and/or the MLS team to which the player was assigned – here, Atlanta United – the right to initiate proceedings against the Appellant under Article 12bis of the FIFA Regulations. The Transfer Agreement also entitles the MLS and/or the MLS team to which the player was assigned to request immediate payment of overdue amounts and sanctions under Article 12bis(4).

- Clause 20 further confirms that both the MLS and the MLS Team – again, Atlanta United – may enforce the Transfer Agreement's terms on behalf of themselves and each other before any competent authority, including FIFA and the CAS.

- The fact that the Transfer Agreement does not expressly reference Atlanta United is irrelevant given the definition of MLS team as set out therein.

- In addition to the aforementioned contractual provisions, the jurisprudence of FIFA and the CAS has consistently recognized that, as a result of the MLS single entity league structure, MLS Teams have standing to sue in circumstances where the MLS has acted as an agent for the MLS Team during negotiations with third party clubs (see FPSD-9279, CAS 2023.A/8837 and CAS 202/A/9697).

- The Appellant wrongly suggests that the parties entered into an agreement whereby, if it fails to make a payment of the transfer fee, it cannot be sued in any forum.

(c) Clause 6.1of the Transfer Agreement is an acceleration clause:

- The Appellant's interpretation of Clause 6.1of the Transfer Agreement as a "grace period clause" is illogical and plainly contradicts the Parties' clear intent at the time of the agreement's execution.

- The Appellant appears to rely on its own assumption of the Parties' supposed common intention, rather than on the ordinary and natural meaning of Clause 6.1. However, a reasonable reading of this provision confirms that Clause 6.1operates as an acceleration clause.

- It is undeniable that Clause 6.1 of the Transfer Agreement is an acceleration clause when one considers the emails exchanged between the Parties during its negotiation, in particular, the final email sent by Atlanta United FC to the Appellant on 29 June 2024, which the Appellant decided to withhold from the record.

- The first version of the Transfer Agreement was sent to the Appellant's attorney on 29 June 2023 from Mr. Efstathiou, the Senior Vice President of Atlanta United. The second version of the agreement was sent later that day by Mr. Jorge Gallo (lawyer of the Appellant) with some proposed revisions, without any explanation regarding the changes, simply attaching the new version of the contract. The third and final version of the Transfer Agreement was sent by Mr. Efstathiou to the Appellant later that same day. In the accompanying email, Mr. Efstathiou declared that "*as for the default language regarding acceleration of installments if Botafogo fails to make a timely payment beyond 30 days, this is language that MLS requires on all outgoing transfers*", thereby confirming that the mutual and common intention of the parties was for Clause 6.1 of the Transfer Agreement to be "acceleration clause" and not a "grace period clause". In fact, it makes no logical or commercial sense for Atlanta United to have agreed to a "grace period clause". As correctly found by the PSC, "*it would be an unreasonable reading of the clause to interpret the provision to mean that, in the event of an installment being overdue for 30 days, that respective amount was not due immediately without notice, as the amount was already due*". No provision would be necessary to consolidate overdue claims in a single action – Atlanta United would already be entitled to bring a proceeding for the total amount of any overdue payables due at the time of filing a claim before the PSC.

(d) There is no breach of the principle of estoppel or good faith:

- Atlanta United's decision not to immediately invoke Clause 6.1 and demand accelerated payment of the full transfer fee in the second default notice does not amount to a breach of the principle of estoppel or good faith. On the contrary, its choice to adopt a measured and conciliatory approach aimed at maintaining a cooperative relationship with the Appellant and avoiding escalation demonstrates commendable good faith and professionalism.

- After allowing a reasonable period for the Appellant to comply with its financial obligations, and after it became apparent that it had no intention of complying therewith promptly, Atlanta United decided to bring a claim before the PSC in line with its contractual right under Clause 6.1 of the Transfer Agreement. The Appellant also failed to identify what representation it relies on in order to claim estoppel.

(e) Atlanta United complied with Article 12bis of FIFA:

- The formal requirements of Article 12bis have therefore been met. Atlanta United issued first and second default notices for failure to pay the first and second installments of the Transfer Agreement, and the Appellant did not raise any concerns regarding compliance with the formal requirements of Article 12bis RSTP at the time those default notices were issued.

C. The Second Respondent.

34. In its prayers for relief, the Second Respondent requests that the CAS order the following:

"*a) reject the Appellant's requests for relief;*

b) confirm the Appealed Decision in its entirety;

c) order the Appellant to bear the full costs of these arbitration proceedings; and

d) order the Appellant to make a contribution to FIFA's legal costs and expenses".

35. The Second Respondent's submissions, in essence, may be summarized as follows:

(a) Atlanta United had standing to sue before the PSC:

- The Transfer Agreement was effectively concluded by the MLS on behalf, as an agent, of Atlanta United and not on the MLS's own accord. Moreover, Botafogo expressly agreed in clause 6.3 of the Transfer Agreement that the "MLS team", i.e., Atlanta United, would have the right to commence proceedings against Botafogo and be entitled to request the immediate payment of overdue sums and imposition of sanctions under art. 12bis(4) RSTP.

- In addition, Botafogo agreed in clause 20 of the Transfer Agreement that the MLS team had the right and standing to enforce the terms of the agreement for and on behalf of the MLS. The Appellant agreed to this arrangement and is bound to respect it pursuant to the principle of *pacta sunt servanda*. In light of the foregoing and in support of FIFA and CAS jurisprudence (e.g., CAS 2022/A/8337 and CAS 2021/A/8192), Atlanta United had standing to sue before the PSC for overdue sums under the Transfer Agreement.

(b) Clause 6 of the Transfer Agreement is an acceleration clause:

- The PSC correctly determined that clause 6 of the Transfer Agreement was an acceleration clause and not a grace period clause.

(c) Article 12bis RSTP was correctly applied by the PSC, and the fine imposed is proportionate:

- Both conditions to trigger Article 12bis RSTP have been met. The Appellant delayed payment for more than 30 days without a *prima facie* contractual basis, and the creditor put the club on default in writing and granted it a deadline of at least 10 days for the debtor to comply with its financial obligations.

- Pursuant to Article 12bis(4) RSTP, the PSC may impose a warning, a reprimand, a fine, and a ban from registering new players. Additionally, Article 12bis(6) RSTP provides that a repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

- In application of the aforementioned provisions, the PSC had full discretion to impose a sanction. Furthermore, considering the specific circumstances of the matter (in particular, the significant amount of overdue payables – USD 6 million – and the fact that Botafogo was a repeat offender having committed 11 offenses of Article 12bis RSTP in the last two years with incremental sanctions imposed each time), the PSC was correct to impose a fine of USD 150,000. In this respect, it should be noted that, contrary to the assertions of the Appellant, the fine was not based on the entirety of the awarded amount of USD 21 million, but only on the portion for which the two default notices were submitted.

- The Appellant's claim that the fine was inconsistent with past FIFA jurisprudence is undermined by its own prior sanction of USD 112,500 – which it never challenged – for a much smaller overdue amount of USD 500,000. Moreover, the sanction imposed in the Appealed Decision was lenient compared to more severe options available, such as a registration ban. Finally, consistent with CAS jurisprudence, disciplinary decisions are only revised if evidently and grossly disproportionate or arbitrary, which was not the case here.

III. JURISDICTION

36. Article R47 of the CAS Code reads as follows:

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

37. Pursuant to articles 49, para. 1 and 50, para. 1 of the FIFA Statutes (2024 edition), respectively:

- "*FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and licensed match agents*";

- "*Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS…*"

38. The Parties did not raise any objection regarding CAS jurisdiction and confirmed it when they signed the Order of Procedure.

39. Considering the foregoing, the Sole Arbitrator holds that the CAS has jurisdiction to decide the present dispute.

IV. ADMISSIBILITY

40. Article R49 of the CAS Code states the following: *"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document".*

41. According to Article 50, para. 1 of the FIFA Statutes (2024 edition), *"[a]ppeals ... shall be lodged with CAS within 21 days of receipt of the decision in question".*

42. FIFA notified the grounds of the Appealed Decision on 23 April 2025. The Appellant lodged its appeal with the CAS on 14 May 2025, i.e. within the 21 days allotted under Article 49, para. 1 of the FIFA Statutes. It follows that the appeal is admissible.

V. APPLICABLE LAW

43. Art. R58 of the CAS Code provides that, *"[t]he Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in 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".*

44. According to Article 56, para 2 of the FIFA statutes, "*[t]he 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*".

45. In accordance with the above provisions, as is undisputed by the Parties, the Panel must decide the present dispute in accordance with the various FIFA regulations, in particular the 2024 edition of the RSTP and, additionally, Swiss law.

VIII. MERITS

46. Based on the Parties' positions, the Sole Arbitrator must determine the following issues:

(A) Whether the First Respondent had standing to sue before the PSC;

(B) If so, whether Clause 6.1of the Transfer Agreement is an acceleration clause;

(C) If so, whether article 12bis RSTP was correctly applied by the PSC.

47. The Sole Arbitrator will address each of these issues separately below.

A. Standing to sue

48. The parties argue whether Atlanta United had standing to sue the Appellant under the Transfer Agreement. The Appellant alleges that Atlanta United lacked standing to sue before the PSC, whereas Atlanta United and FIFA submit that it did have such standing.

49. According to CAS jurisprudence, "*the term 'standing to sue' describes the entitlement of a party to avail itself of a claim. In general, it suffices for the standing to sue that a party invokes a right of its own*" (CAS 2015/A/4162 at para. 72). In order to have standing to sue, the party must have an interest worthy of protecting or a legitimate interest (CAS 2013/A/3140 at para. 8.3; CAS 2015/A/3880 at para. 46).

50. With this in mind, the Sole Arbitrator turns his attention to the relevant provision of the Transfer Agreement and notes that its Clauses 6.3 and 20 provide, *inter alia*, as follows:

> <u>*Clause 6.3:*</u>
>
> *"With respect to (i) and (ii), MLS and/or the MLS team to which the Player was assigned ("the MLS Team") shall also have the right to commence proceedings against* [SAF Botafogo] *in accordance with Article 12bis of the FIFA Regulations and* [SAF Botafogo] *acknowledges that MLS and or the MLS Team shall be entitled to request the immediate payment of the overdue sums and the imposition of sanctions on* [SAF Botafogo] *in accordance with Article 12bis (4) of the FIFA Regulations".*
>
> <u>Clause 20:</u>
>
> *"*[…] *It is further acknowledged and agreed by* [SAF Botafogo] *that in addition to MLS, the MLS Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of MLS and itself, including, but without limitation, enforcing the terms of this Agreement against* [SAF Botafogo] *in any proceedings commenced before any competent body, including FIFA and the Court of Arbitration for Sport (the "CAS")."*

51. In other words, pursuant to said provisions, the Appellant explicitly agreed that the Transfer Agreement would be assigned to an MLS team and that said team would have standing to enforce the terms of said Transfer Agreement and have the right to commence Article 12bis RSTP proceedings against the Appellant for failure to comply with its financial obligations thereunder. The fact that Atlanta United is not a signatory to the Transfer Agreement is immaterial, as both contractual parties (i.e. the MLS and the Appellant) expressly granted the MLS club the right to enforce the Transfer Agreement.

52. In this respect, the Sole Arbitrator notes that the team that held such a right was Atlanta United, as confirmed by the fact that the Player was effectively registered for and rendered services to Atlanta United. This is confirmed in TMS and in the ITC issued by the USSF to the CBF in relation to Player's transfer to the Appellant, which expressly indicated "*Thiago Ezequiel Almada… formerly a member of: Atlanta United FC*".

53. In light of the foregoing, the Sole Arbitrator concludes that Atlanta United had standing to sue the Appellant before the PSC for the payment of the amounts due under the Transfer Agreement and to seek a sanction against the Appellant pursuant to Article 12bis RSTP.

54. The Sole Arbitrator is comforted in its conclusion by the fact that in CAS 2022/A/8837 *Al Nassr Saudi Club v. Atlanta United FC & FIFA*, which also assessed Atlanta United's standing to sue, analyzed a clause identical[1] to clause 20 of the Transfer Agreement, and concluded:

> "*57. The Sole Arbitrator considers it to be clear that, pursuant to Clause 8.5 of the Transfer Agreement in conjunction with the Preamble of the Transfer Agreement, Atlanta is the only MLS team that has standing to enforce the terms of the Transfer Agreement, besides the MLS itself. The Sole Arbitrator finds that this cannot reasonably be interpreted otherwise*".
>
> *(…)*
>
> *59. The Sole Arbitrator finds that Al Nassr - by signing the Transfer Agreement – explicitly agreed to grant Atlanta the right to enforce the terms of the Transfer Agreement for itself against A1 Nassr in any proceedings, including in proceedings before FIFA and CAS. In fact, it is specifically determined that Atlanta has "standing to enforce the terms of this Transfer Agreement for and on behalf of MLS* ***and itself****" (emphasis added [in CAS 8837]), which is unequivocal and decisive. In*

[1] Clause 8.5 of the transfer agreement analyzed in CAS 8837 read as follows: *"It is further acknowledged and agreed by* [SAF Botafogo] *that in addition to MLS, the MLS Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of MLS and itself, including, but without limitation, enforcing the terms of this Agreement against* [SAF Botafogo] *in any proceedings commenced before any competent body, including FIFA and the Court of Arbitration for Sport (the "CAS")".*

other words, Atlanta is entitled by means of Clause 8.5 of the Transfer Agreement to invoke a right of its own against Al Nassr…

60. Since Atlanta proceeded with the enforcement by starting proceedings before FIFA the payment obligation of A1 Nassr towards the MLS shifted to Atlanta. Whether a payment of the relevant sum by A1 Nassr to the MLS may potentially relieve it of its payment obligation to Atlanta is not in dispute in these proceedings. What matters is that, based on Clause 8.5 of the Transfer Agreement, Atlanta can enforce the Transfer Agreement for itself, which implies that the amount claimed by Atlanta is, in principle, to be paid to Atlanta.

(…)

66. The fact that Atlanta is not a signatory of the Transfer Agreement does not make this any different, because both contractual parties (i.e., the MLS and A1 Nassr), agreed to grant Atlanta the right to enforce the Transfer Agreement.".

55. The Sole Arbitrator is further comforted in its conclusion by the finding in CAS 2021/A/8192 *FC Dallas Soccer L.L.C. v. Boavista Futebol Clube – Futebol SAD*. In said award, the MLS club had included clauses identical[2] to Clauses 6.3 and 20 of the Transfer Agreement. The Sole Arbitrator, in analyzing said provisions, confirmed that they "*explicitly empowered [the MLS club] to seek the protection of its rights under the Transfer Agreement*" and, accordingly, held that the MLS club had standing to sue.

56. For the sake of completeness, the Sole Arbitrator adds that permitting Atlanta United to assert claims under the Transfer Agreement would not, as suggested by the Appellant, modify said contract by introducing a "new creditor" or allow MLS to "indirectly access" the jurisdiction of the PSC. Clause 20 is an express conferral of enforcement rights authorizing the MLS Team – in this case Atlanta United – to enforce "*for and on behalf of MLS and itself*." Therefore, Atlanta United cannot be regarded as a "new" creditor, but rather as the contractually designated creditor entitled to invoke and enforce the rights arising under the Transfer Agreement. As to the alleged "indirect access" of the MLS, the Sole Arbitrator finds that all parties explicitly agreed that Atlanta United was the club entitled to enforce the Transfer Agreement, including before the PSC; therefore, its exercise of said right is not an indirect extension of standing to

[2] Clauses 6.c and 20 of the transfer agreement analyzed in CAS 8192 read as follows:

Clause 6.c: "*With respect to (i) and (ii), MLS and/or the MLS Team shall also have the right to commence proceedings against the Club in accordance with Article 12bis of the FIFA Regulations and the Club acknowledges that MLS and/or the MLS Team shall be entitled to request the immediate payment of the overdue sums and the imposition of sanctions on the Club in accordance with Article 12bis (4) of the FIFA Regulations*."

Clause 20: "*The rights and obligations of the parties hereto shall not be assignable, provided that MLS shall have the right to assign any or all of its rights and obligations hereunder to any affiliate of MLS, which affiliate may be formed under U.S. or foreign law; provided further that in any such case, such assignment shall not relieve MLS of its obligations hereunder. It is further acknowledged and agreed by the Club that in addition to MLS, the MLS Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of MLS and itself, including, but without limitation, enforcing the terms of this Agreement against the Club in any proceedings commenced before any competent body, including FIFA and the Court of Arbitration for Sport (the "CAS")*."

MLS.

57. Finally, the Sole Arbitrator takes note of the Appellant's argument that permitting Atlanta United to sue exposes the Appellant to the risk of double jeopardy, in contravention of basic principles of legal certainty and contractual integrity, since there is no evidence on file indicating that MLS has definitively assigned its rights in favor of Atlanta United. As explained above, the MLS assigned the Player to Atlanta United and, as a result, Atlanta United became the MLS Team expressly permitted under the Transfer Agreement as having the right and standing to enforce its terms. Accordingly, the possibility of double jeopardy does not exist, as both MLS and Atlanta United are contractually bound within the same framework, and any enforcement action undertaken by Atlanta United is done *for and on behalf of* MLS, pursuant to Clause 20 of the Transfer Agreement. Furthermore, any payment made by the Appellant to Atlanta United in satisfaction of the amounts due under the Transfer Agreement would, by definition, discharge the corresponding obligation towards MLS, thereby precluding any risk of duplicate recovery.

B. Whether Clause 6.1 is an acceleration clause

58. The Parties dispute the legal nature and effect of Clause 6.1of the Transfer Agreement. The Appellant argues that Clause 6.1 is a "grace period clause", whereas Atlanta United contends that it is an acceleration clause, making the entire transfer fee of USD 21 million payable if any installment due under the agreement remains unpaid for more than 30 business days.

59. The wording in dispute is the following: "*…if the Club fails to pay any installment of the Transfer Fee… under this Agreement within thirty (30) business days following their respective due dates, the total amount of such payment(s) (less any installment(s) previously paid) installment an/or the correspondent amount of the Sell-on Fee shall become immediately due and payable without notice*".

60. In order to interpret Clause 6.1 of the Transfer Agreement, the Sole Arbitrator turns to the applicable legal framework, and, in particular article 18 of the Swiss Code of Obligations ("SCO"), which provides that"*[w]hen assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement*".

61. The Sole Arbitrator then notes that there is consistent CAS jurisprudence on how to interpret contractual clauses pursuant to Article 18 SCO, which it fully endorses:

> *"According to the interpretation given to this article by CAS jurisprudence, "(u)nder this provision, the parties' common intention must prevail on the wording*

> *of their contract. If this common intention cannot be determined with certainty based on the wording, the judge must examine and interpret the formal agreement between the parties to define their subjective common intention (Winiger, Commentaire Romand – CO I, Basel 2003, n. 18-20 ad Art. 18 CO). This interpretation will first take into account the ordinary sense one can give to the expressions used by the parties and how they could reasonably understand them (Winiger, op. cit., n. 26 ad art. 18 CO; Wiegand, Obligationenrecht I, Basel 2003, n. 19 ad art. 18 CO). The behaviour of the parties, their respective interest in the contract and its goal can also be taken into account as complementary means of interpretation (Winiger, op. cit., n. 33, 37 and 134 ad art. 18 CO; Wiegand, op. cit., n. 29 and 30 ad art. 18 CO)"* (CAS 2005/A/871, pg. 19, para. 4.29).
>
> *"By seeking the ordinary sense given to the expressions used by the parties, the real intention of the parties must, according to the jurisprudence of the Swiss Federal Court, be interpreted based on the principle of confidence. This principle implies that a party's declaration must be given the sense its counterparty can give to it in Good faith ('Treu und Glauben': WIEGAND W., op. cit., n. 35 ad art. 18 CO), based on its wording, the context and the concrete circumstances in which it was expressed (ATF 124 III 165, 168, consid. 3a; 119 II 449, 451, consid. 3a). Unclear declarations or wordings in a contract will be interpreted against the party that drafted the contract (ATF 124III 155, 158, consid. 1b): It is of the responsibility of the author of the contract to choose its formulation with adequate precision (*In dubio contra stipulatorem *– WINIGER B., op. cit., n. 50 ad 18 CO). Moreover, the interpretation must – as far as possible – stick to the legal solutions under Swiss law (ATF 126 III 388, 391, consid. 9d), under which the accrued protection of the weakest party" (CAS 2005/A/871, pg. 19, para. 4.30)"* (CAS 2008/A/1518, para. 46-47 of the abstract published on the CAS website).

62. With this in mind, the Sole Arbitrator next turns to Clause 6.1 of the Transfer Agreement to assess whether the common intention of the parties can be determined with certainty based on the wording.

63. The Sole Arbitrator finds that, on its plain and ordinary reading, Clause 6.1 clearly reflects the parties' common intention to provide for an acceleration mechanism: if the Appellant failed to pay any instalment within 30 business days of its due date, the entire outstanding amount of the transfer fee (less any instalments already paid) would become immediately due and payable, without the need for further notice. This formulation is characteristic of an acceleration clause and not of a mere grace period.

64. In support of its claim that Clause 6.1 is a "grace period clause", the Appellant points to the Appealed Decision's finding that "*the language [of Clause 6 of the Transfer Agreement] could have been written more eloquently*". The Appellant argues that this demonstrates the clause was "*open to more than one reasonable interpretation*". The Sole Arbitrator rejects this notion and, in fact, notes that the Appealed Decision goes on to state immediately thereafter that the Acceleration Clause is neither "*ambiguous*" nor "*unclear*" regarding the "*consequences of default*".

65. Moreover, the Appealed Decision goes on to explicitly state "*it would be an unreasonable reading of the clause to interpret [Clause 6.1of the Transfer Agreement] to mean that, in the event of an instalment being overdue for 30 days, the respective amount was now due immediately without notice, as the amount was already due. The Single Judge found that the language […] is sufficiently clear to establish that the total amount of the transfer fee was accelerated upon non-payment for 30 days of any instalment.*" The Sole Arbitrator fully concurs and endorses said reasoning.

66. Furthermore, even if the wording of the contractual provision was not clear (*quod non*), the Sole Arbitrator is comfortably satisfied that the common intention of parties, was for Clause 6.1 to be an acceleration clause and not a "grace period clause", as evident from an exchange of emails between the parties in the negotiations leading up to the signing of the Transfer Agreement.

67. In this respect, the Sole Arbitrator notes that in the final email sent by Atlanta United on 29 June 2024 to the Appellant before the signing of the Transfer Agreement, Atlanta United rejected specific changes proposed by the Appellant to Clause 6.1 and unequivocally confirmed that "*as for the default language regarding acceleration of installments if Botafogo fails to make a timely payment beyond 30 days, this is language that MLS requires on all outgoing transfers*". There was no response to this email, as confirmed by the testimony of Mr. Dimitrios Efstathiou during the hearing, and the version of the Transfer Agreement attached to this email was not subject to any further changes by either party and became the Transfer Agreement signed by MLS (on behalf of Atlanta United) and Botafogo. In the Sole Arbitrator's view, this confirms that the Appellant acknowledged signing an acceleration clause.

68. In light of the foregoing, the Sole Arbitrator holds that Clause 6.1 of the Transfer Agreement is an acceleration clause. Accordingly, the Appellant is liable to pay Atlanta United $21 million for having failed to pay the first and second installments of the Transfer Agreement for the specified time period.

C. Proper application of Article 12bis of the FIFA RSTP

69. According to Article 12bis RSTP:

1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

2. Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.

3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s)

4. Within the scope of its jurisdiction (cf. articles 22 to 24), the Football Tribunal may impose the following sanctions:

a) a warning;

b) a reprimand;

c) a fine;

d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

(...)".

70. Article 12bis RSTP authorises the PSC to impose on a club any of the sanctions referred to in its para. 4, which sanctions can be applied cumulatively, if the requirements of paras. 2 and 3 have been met. The use of the word "may" in para. 4 is permissive and not mandatory. Therefore, the PSC retains a discretion as to whether to impose a sanction(s) at all and, if so, a further discretion as to the nature of the sanction(s).

71. The Appellant claims that Atlanta United failed to comply with Article 12bis RSTP, as it neither put Botafogo on default in writing for the accelerated amount nor granted a deadline of at least ten days for Botafogo to pay the accelerated amount; rather, it only did this for the first and second instalments. The Appellant further argues that the fine imposed of USD 150,000 was disproportionate.

72. The Sole Arbitrator first determines that, contrary to the Appellant's position, the two conditions to trigger Article 12bis RSTP had been met. First, the Appellant failed to make payment for more than 30 days and, as is undisputed, did not have a *prima facie* contractual basis for said non-compliance. Second, Atlanta United granted the Appellant 10 days to comply with its financial obligations under the first and second default notices.

73. The Sole Arbitrator thus concludes that the PSC correctly found that the Appellant had breached Article 12bis RSTP and could be sanctioned pursuant to para. 4 thereof.

74. Regarding the proportionality of the sanction for said breach, the Sole Arbitrator recalls that according to well-recognized CAS jurisprudence, whenever an association uses its discretion to take a decision, CAS shows reservation or restraint when "re-assessing" this decision (CAS 2012/A/2824, at para. 127; CAS 2012/A/2702, at para. 160; CAS 2012/A/2762, at para. 122; CAS 2009/A/1817 & 1844, at para. 174; CAS 2007/A/1217, at para. 12.4.). Furthermore, based on long-standing CAS jurisprudence, CAS shall only interfere in the exercise of this discretion of the previous instance where the sanction imposed is "evidently and grossly disproportionate to the offence" or where CAS comes to a different conclusion on the merits of the case than did the previous instance (CAS 2009/A/1817 & 1844, at para. 174, with references to further CAS case law; CAS

2012/A/2762, at para. 122; CAS 2013/A/3256 at paras. 572-572; CAS 2016/A/4643 at para. 100).

75. With this in mind, the Sole Arbitrator finds that the fine of USD 150,000 was proportionate considering, firstly, the significant amount of the overdue payables (USD 6 million) and, secondly, that the Appellant was a repeated offender, which, pursuant to Article 12bis(6) RSTP, should lead to a more severe penalty.

76. Indeed, the Appellant had committed 11 offenses of Article 12bis RSTP in only the last two years, and FIFA had increased the sanction each time (with the last one being of USD 112,500 for an overdue payable of USD 500,000). Under these circumstances, the Sole Arbitrator considers that the PSC could have even imposed a higher sanction, such as a registration ban, but instead chose to impose only a fine.

IX. CONCLUSION

77. To summarize the above, the Appellant must pay to Atlanta United the following amounts:

- USD 3,000,000 (net of any taxes or any other deductions) as outstanding remuneration, plus 5% interest p.a. as from 22 July 2024 until the date of effective payment; and

- USD 18,000,000 (net of any taxes or any other deductions) as outstanding remuneration, plus 5% interest p.a. as from 30 August 2024 until the date of effective payment.

78. Regarding the payments above, the Sole Arbitrator rejects the Appellant's request to modify the Appealed Decision so that the amounts due are ordered to be paid to MLS rather than to Atlanta United. As stated above, Atlanta United is the contractually designated creditor entitled to enforce, and receive payment of, the amounts due under the Transfer Agreement, for and on behalf of MLS and itself (Clauses 6.3 and 20). The operative part of the Appealed Decision, therefore, correctly orders payment to Atlanta United. Atlanta United may instruct that payment be made to an MLS bank account; however, such instruction is a matter of performance and does not warrant an amendment of the dispositive section. Payment made in accordance with any such instructions from Atlanta United shall constitute complete and final discharge of the Appellant's corresponding obligations.

79. Finally, the Sole Arbitrator confirms that the Appellant must pay FIFA the fine of USD 150,000.

80. Consequently, the appeal filed by Botafogo is rejected and the Appealed Decision is confirmed.

X. COSTS

(…).

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by Sociedade Anônima do Futebol Botafogo against the decision of the FIFA Players' Status Chamber dated 26 February 2025 is dismissed.

2. The decision of the FIFA Players' Status Chamber dated 26 February 2025 is confirmed.

3. (…).

4. (…).

5. (…).

6. All other or further requests or motions submitted by the Parties are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 8 December 2025

THE COURT OF ARBITRATION FOR SPORT

Juan Pablo Arriagada Aljaro
Sole Arbitrator