



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 1147/17)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Brianna Quinn

in the arbitration proceedings between

Mr. Roko Leni Ukic

- Claimant 1 -

Bill A Duffy International, Inc.
507 N. Gertruda Ave.
Redondo Beach, CA 90277, USA

- Claimant 2 -

both represented by Mr. Billy J. Kuenzinger, attorney at law,
1601 I Street, 5th Floor, Modesto, CA 95354, USA

vs.

AEK NEA KAE – 2014 AEK Basketball Club
466 Irakleiou Avenue, 14122 Athens, Greece

- Respondent -

1. The Parties

1.1 The First Claimant

1. Mr. Roko Leni Ukic (the "Player") is an American professional basketball player.

1.2 The Second Claimant

2. Bill A Duffy International, Inc (the "Agent") is a basketball agency providing services through, *inter alia*, Mr. Nikolaos Spanos, a FIBA-licensed players' agent.

1.3 The Respondent

3. AEK NEA KAE – 2014 AEK Basketball Club (the "Club") is a basketball club competing in the Greek professional basketball league.

2. The Arbitrator

4. On 13 March 2018, Prof. Richard McLaren O.C., the President of the Basketball Arbitral Tribunal (the "BAT") appointed Ms. Brianna Quinn as arbitrator (the "Arbitrator") pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (the "BAT Rules"). Neither of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

5. The relevant facts and allegations presented in the Parties' written submissions and

evidence are summarised below. Additional facts and allegations in the Parties' written submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows.

6. Although the Arbitrator has considered all of the facts, allegations and evidence submitted by the Parties in the present proceedings, she refers in this Award only to those necessary to explain her reasoning.
7. In short, over the course of 2015 and 2016, the Player and the Agent entered into a number of agreements with the Club. The present dispute arises in relation to the alleged non-fulfilment of the Club's obligations under those agreements.
8. The following sections provide a brief factual account of the conclusion and alleged breaches of the respective contracts, on the basis of the submissions and evidence filed by the Claimants. The Respondent has not participated in this arbitration and has not therefore contributed to – or disputed – the Claimants' factual account.

3.1.1 The Ukic Agreement

9. On 30 August 2016, the Player and the Agent entered into a contract with the Club, pursuant to which the Player was employed by the Club as a professional basketball player during the 2016-17 basketball season (the "Ukic Agreement").
10. Pursuant to Article 2 of the Ukic Agreement, the Player was to receive a guaranteed annual salary of EUR 250,000 (net of any Greek taxes) for the 2016-17 season, payable in instalments of EUR 25,000.
11. The Player was also entitled to the following additional payments under the Ukic Agreement:

- (i) Article 3.3 provided that the Club would “pay to the Player a total amount of 20,000 Euros to cover his expenses for renting a house and all utilities”.
- (ii) Article 3.8 provided for the following (relevant) bonuses: (i) EUR 5,000 net for achieving third place in the Greek basketball championships; and (ii) EUR 5,000 net for advancing to the second round of the FIBA Champions League, i.e. the Basketball Champions League (“BCL”).
12. Pursuant to Article 5 of the Ukic Agreement, the Agent was entitled to an agency fee of EUR 25,000 (net of any Greek taxes), payable on 15 December 2016.
13. According to the Claimants, the Club did not perform certain of the above financial obligations, specifically: (i) payment of the agency fee of EUR 25,000; and (ii) payment of salary, bonuses and the Player’s rent/utility allowance in the amount of EUR 50,000.
14. On 20 January 2017, the Agent wrote to the Club requesting the payment of EUR 25,000 in unpaid agency fees under the Ukic Agreement.
15. On 5 February 2017, the Club responded to the Agent’s letter with a payment proposal, however according to the Claimants the Club never honoured this proposal.
16. The Player played with the Club for the entirety of the 2016-17 season, at the end of which the Club finished in third place in the Greek basketball championship and advanced to the second round of the BCL. Despite this, according to the Claimants, the Club failed to pay to the Player: (i) EUR 20,000 in relation to the monthly salary of June 2017; (ii) the bonuses of EUR 10,000 payable following the Club’s results; and (iii) the entirety of the apartment allowance in the amount of EUR 20,000.
17. On 18 December 2017, the Claimants wrote to the Club demanding full payment of the following amounts: (i) EUR 50,000 to the Player; and (ii) EUR 25,000 to the Agent.

According to the Claimants, the Club did not respond to that correspondence.

3.1.2 The Owens Agreement

18. On 10 June 2016, the Agent entered into a contract with the Club in relation to the employment of another player, Mr. Josh Owens, during the 2016-17 basketball season (the “Owens Agreement”).
19. Pursuant to Article 5 of the Owens Agreement, the Agent was entitled to an agency fee of USD 32,000 (net of any Greek taxes), payable on 15 December 2016.
20. On 3 October 2016, the Agent and the Club entered into a “Resolution of Agreement”, according to which the Club confirmed that – despite the early settlement of the Owens Agreement – it would pay to the Agent the amount of USD 32,000 by 10 October 2016 (the “Owens Settlement Agreement”).
21. On 20 January 2017, the Agent wrote to the Club requesting the payment of USD 32,000 in unpaid agency fees under the Owens Agreement.
22. On 5 February 2017, the Club responded to the Agent’s letter with a payment proposal, however according to the Claimants the Club never honoured this proposal. The Club ultimately paid half of the agency fee (i.e. USD 16,000) due under the Owens Agreement (as confirmed by the Owens Settlement Agreement).
23. On 18 December 2017, the Agent wrote to the Club requesting the remaining payment of USD 16,000 in unpaid agency fees under the Owens Settlement Agreement. According to the Claimants, the Club did not respond to that correspondence.

3.1.3 The Zdovc Agreement

24. Finally, on 20 December 2015, the Agent entered into a contract with the Club in relation to the employment of a coach, Mr. Jurij Zdovc, during the 2015-16, 2016-17 and 2017-18 seasons (the “Zdovc Agreement”).
25. Pursuant to Article 5 of the Zdovc Agreement, the Agent was entitled to the following agency fees: (i) EUR 10,000 (net of any Greek taxes) for the 2015-16 season; (ii) EUR 30,000 (net of any Greek taxes) for the 2016-17 season; and (iii) EUR 35,000 (net of any Greek taxes) for the 2017-18 season.
26. On 20 January 2017, the Agent wrote to the Club requesting the payment of EUR 30,000 in unpaid agency fees under the Zdovc Agreement.
27. On 5 February 2017, the Club responded to the Agent’s letter with a payment proposal, however according to the Claimants the Club never honoured this proposal.
28. On 14 March 2017, the Agent and the Club entered into an “Act of Resolution”, according to which the Club confirmed that – despite the early settlement of the Zdovc Agreement – it would pay to the Agent: (i) the amount of EUR 30,000 immediately; and (ii) the amount of EUR 35,000 by 15 December 2017 (the “Zdovc Settlement Agreement”).
29. On 11 April 2017, the Agent wrote to the Club, requesting the payment of EUR 15,000 in unpaid agency fees under the Zdovc Settlement Agreement. According to the Agent, this was a typographical error and should have referred to the amount of EUR 30,000.
30. On 28 December 2017, the Agent again wrote to the Club, this time requesting the payment of EUR 30,000 in unpaid agency fees under the Zdovc Agreement. According to the Claimants, the Club did not respond to that correspondence.

3.2 The Proceedings before the BAT

31. On 24 February 2018, the Claimants filed a Request for Arbitration (dated 23 February 2018) with the BAT. The Claimants had already paid the relevant non-reimbursable handling fee, in the amount of EUR 3,000, on 22 February 2018.

32. On 14 March 2018, the BAT informed the parties that Ms. Brianna Quinn had been appointed as the Arbitrator in this matter and fixed the advance on costs to be paid by the Parties as follows:

<i>“Claimant 1 (Mr Roko Leni Ukic)</i>	<i>€ 2,500.00</i>
<i>Claimant 2 (Bill A. Duffy International Inc.)</i>	<i>€ 2,500.00</i>
<i>Respondent (AEK NEA K.A.E. 2014)</i>	<i>€ 5,000.00”</i>

33. In the same letter, the Club was given a deadline until 4 April 2018 to file its Answer.

34. On 23 March 2018, the Claimants paid their share of the advance on costs.

35. On 5 April 2018, the Parties were advised that the Respondent had failed to submit its Answer and to pay its share of the advance on costs. The Claimants were invited to substitute for the Respondent’s share of the advance on costs by 16 April 2018, and the Respondent was granted a final opportunity to file its Answer by the same date.

36. On 10 April 2018, the Claimants paid part of the Respondent’s share of the advance on costs in the amount of EUR 2,500.

37. The Respondent failed to submit an Answer within the final deadline granted by the Arbitrator (or at all).

38. On 19 April 2018, the Claimants were granted a final deadline until 30 April 2018 to pay the remaining share of the Respondent’s advance on costs, which they did on 20 April

2018.

39. On 16 May 2018, the Arbitrator requested the Claimants to clarify certain facts and claims, and submit further relevant documents, by 29 May 2018.
40. On 25 May 2018, the Claimants clarified the background facts and their claims, and provided further documents to the Arbitrator.
41. On 13 June 2018, the Respondent was invited to comment on the Claimants' submission of 25 May 2018, by no later than 25 June 2018. The Respondent did not file any comments.
42. Considering that neither party had requested a hearing, the Arbitrator decided in accordance with Article 13 of the BAT Rules not to hold a hearing and to deliver the award on the basis of the Parties' written submissions.
43. Accordingly, on 18 July 2018, the Parties were notified that the exchange of documentation was closed in accordance with Article 12.1 of the BAT Rules. The Parties were further invited to set out (by no later than 24 July 2018) how much of the applicable maximum contribution to costs should be awarded to them and why, and to include a detailed account of their costs, including any supporting documentation in relation thereto.
44. On 20 July 2018, the Claimants filed their costs submission. The Respondent failed to submit any account of costs within the deadline imposed by the BAT.

4. The Positions of the Parties

45. This section of the Award does not contain an exhaustive list of the Parties'

contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this award, the Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the award or in the discussion of the claims below.

4.1 The Claimants' Position

4.1.1 The Player's Claim

46. The Player submits the following in substance:

- (i) he was contractually entitled to ten monthly instalments of EUR 25,000, however the Club failed to pay EUR 20,000 in relation to the salary of June 2017.
- (ii) he was contractually entitled to bonuses in the amount of EUR 10,000, which were triggered by the Club's third place in the Greek Championships and BCL results, however the Club failed to pay these bonuses.
- (iii) he was contractually entitled to EUR 20,000 to cover his house rental and utilities expenses, however the Club failed to pay this allowance.

47. The Player submits that he requested payment from the Club prior to proceeding to arbitration, but that the Club did not make the relevant payments. The Player therefore claims the amount of EUR 50,000, which is comprised of the above salaries, bonuses and rental/utilities allowance.

4.1.2 The Agent's Claim

48. The Agent submits the following in substance:

- (i) he was contractually entitled to the amount of EUR 25,000 for the Ukic Agreement, however the Club did not pay this amount.
- (ii) he was contractually entitled to the amount of USD 32,000 for the Owens Agreement and Settlement Agreement, however the Club paid only USD 16,000 of this amount.
- (iii) he was contractually entitled to the amount of EUR 30,000 for the Zdovc Agreement and Settlement Agreement, however the Club did not pay this amount.

49. The Agent submits that he requested payment from the Club, and despite the Club indicating a payment proposal, it did not make the relevant payments. The Agent therefore claims the amounts of EUR 55,000 and USD 16,000 under the relevant contracts.

4.1.3 The Claimants' Requests for Relief

50. In their Request for Arbitration dated 23 February 2018, the Claimants requested the following relief:

"Due to the failure of the Respondent to pay the unpaid balance payments to the Claimants, Claimants request:

Claimant(s) request(s)::

The Club currently owes Claimant 1, Mr. Roko Leni Ukic the following:

- 1. 50,000 EUR for the 2016/2017 season*

The Club currently owes Claimant 2, Bill A Duffy International, Inc. the following:

- 1. \$16,000 USD for the 2016/2017 season*
- 2. 55,000 EUR for the 2016/2017 season*

For the Claimant, costs of this action plus attorney fees.”

51. The Claimants confirmed this request for relief in their correspondence of 25 May 2018.

4.2 The Respondent's Position

52. As already noted, despite several invitations by the BAT, the Respondent did not participate in this arbitration either within the time limits set by the Arbitrator or at all.

5. The Jurisdiction of the BAT

53. As a preliminary matter, the Arbitrator wishes to emphasise that, since Respondent did not participate in this arbitration, she will examine her jurisdiction *ex officio*, on the basis of the record as it stands.¹

54. Pursuant to Article 2.1 of the BAT Rules, “[t]he seat of the BAT and of each arbitral proceeding before the Arbitrator shall be Geneva, Switzerland”. Hence, this BAT arbitration is governed by Chapter 12 of the Swiss Act on Private International Law (PILA).

55. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the

¹ See, for example, BAT cases 0726/15; 1124/17; 1051/17; and 1097/17.

existence of a valid arbitration agreement between the parties.

56. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA.²
57. The BAT's jurisdiction over this dispute results from the arbitration clauses contained under Article 11 of each of the Ukic Agreement, Owens Agreement and Zdovc Agreements which are identical and read as follows:

“Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.”

58. In addition, the Arbitrator notes that both the Owens Settlement Agreement (Article 5) and the Zdovc Settlement Agreement (Article 4) contained BAT arbitration clauses as follows:

“Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.”

59. Each of these agreements is in written form and thus fulfils the formal requirements of Article 178(1) PILA.
60. With respect to substantive validity, there is no indication in the file that could cast

² Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).

61. For the above reasons, the Arbitrator decides that she has jurisdiction to adjudicate the Claimants' claims.

6. Other Procedural Matters

62. Article 14.2 of the BAT Rules specifies that "the Arbitrator may [...] proceed with the arbitration and deliver an award" if "the Respondent fails to submit an Answer."

63. Moreover, the Arbitrator's authority to proceed with the arbitration in case of default by one of the parties is in accordance with Swiss arbitration law and the practice of the BAT.³ However, the Arbitrator must make every effort to allow the defaulting party to assert its rights.

64. This requirement is met in the present case. The Respondent was informed of the initiation of the proceedings and of the appointment of the Arbitrator in accordance with the relevant rules. It was given sufficient opportunity to respond to the Claimants' Request for Arbitration and subsequent submission. The Arbitrator ensured that the Respondent had received all communications from the BAT in conformity with the BAT Rules. The Respondent, however, chose not to participate in this Arbitration.

³ See, for example, BAT cases 0001/07; 0018/08; 0093/09; and 0170/11.

7. Discussion

7.1 Applicable Law – *ex aequo et bono*

65. With respect to the law governing the merits of the dispute, Article 187(1) PILA provides that the arbitral tribunal must decide the case according to the rules of law chosen by the parties or, in the absence of a choice, according to the rules of law with which the case has the closest connection. Article 187(2) PILA adds that the parties may authorize the Arbitrator to decide “*en équité*” instead of choosing the application of rules of law. Article 187(2) PILA is generally translated into English as follows:

“the parties may authorize the arbitral tribunal to decide ex aequo et bono”.

66. Under the heading “Applicable Law”, Article 15.1 of the BAT Rules reads as follows:

“Unless the parties have agreed otherwise the Arbitrator shall decide the dispute ex aequo et bono, applying general considerations of justice and fairness without reference to any particular national or international law.”

67. Each of the respective agreements (the Ukic, Owens and Zdovc Agreements) expressly provides that the Arbitrator shall decide the dispute *ex aequo et bono*.

68. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.

69. The concept of “*équité*” (or *ex aequo et bono*) used in Article 187(2) PILA originates from Article 31(3) of the Concordat intercantonal sur l’arbitrage⁴ (Concordat)⁵, under which Swiss courts have held that arbitration “*en équité*” is fundamentally different from

⁴ That is the Swiss statute that governed international and domestic arbitration before the enactment of the PILA (governing international arbitration) and, most recently, the Swiss Code of Civil Procedure (governing domestic arbitration).

⁵ P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PILA.

arbitration “en droit”:

“When deciding ex aequo et bono, the Arbitrators pursue a conception of justice which is not inspired by the rules of law which are in force and which might even be contrary to those rules.”⁶

70. This is confirmed by Article 15.1 of the BAT Rules *in fine*, according to which the Arbitrator applies “general considerations of justice and fairness without reference to any particular national or international law”.
71. Taking into account the foregoing considerations, the Arbitrator makes the findings below.

7.2 Findings

72. It is undisputed in the present case that the Club had contractually undertaken the obligation to make certain payments to the respective Claimants. The Claimants allege that several of these amounts remain outstanding. The Arbitrator addresses each of these in the following sections.

7.2.1 The Payments due to the Player

73. The Player has asserted his right to claim amounts to which he is entitled on the face of the Ukic Agreement, namely, an outstanding salary payment, outstanding bonuses and an outstanding rental/utilities allowance.

⁶ JdT 1981 III, p. 93 (free translation).

The outstanding salary payment

74. The Arbitrator first turns to the Player's claim for outstanding salaries for the 2016-17 season in the amount of EUR 20,000. Under Article 2 of the Ukic Agreement, the Respondent was obliged to pay to the Player a total salary of EUR 250,000 net for the 2016-17 season, payable in ten monthly instalments of EUR 25,000.
75. According to the Player, the Club has failed to make full payment of the last instalment for June 2017, with the amount of EUR 20,000 remaining outstanding. The Respondent has not disputed that the Player was entitled to this amount, nor that it did not pay it to the Player.
76. In view of this undisputed submission, and on the basis of the express terms of the Ukic Agreement, the Arbitrator finds that the Club owes to the Player the amount of EUR 20,000 in unpaid salaries for June 2017.

The outstanding bonuses

77. The Arbitrator next turns to the Player's claim for outstanding bonus payments in the amount of EUR 10,000.
78. Under Article 3.8 of the Ukic Agreement, the Player was entitled to a bonus of EUR 5,000 for the Club's third place in the Greek basketball championships and EUR 5,000 if the Club advanced to the second round of the BCL.
79. According to the undisputed evidence on file, which is confirmed by the publicly available archives of the respective competitions (see www.esake.gr and www.championsleague.basketball) these results were achieved by the Club. Despite this, no bonus payments were made to the Player.

80. In view of this undisputed account of events, and on the basis of the express terms of the Ukic Agreement, the Arbitrator finds that the Club owes to the Player a total amount of EUR 10,000 in unpaid bonuses.

The outstanding rental/utilities allowance

81. Finally, the Arbitrator turns to the Player's claim for the amount of EUR 20,000 in rental/utilities allowance.

82. Article 3.3. of the Ukic Agreement clearly states that the Club is obliged to pay to the Player the amount of EUR 20,000 to cover his house rental and utilities expenses.

83. The Arbitrator considers that the Player is entitled to the full amount provided under the relevant agreement.

84. Indeed, Article 9.2 of the Ukic Agreement provides that in the event of termination of the Ukic Agreement by the Club, "it is responsibility of the CLUB to continue to pay the rent allowance while the PLAYER has the obligation to release the rented apartment and sign any necessary documents so that the Club can use the rented apartment to accommodate a different person instead of the PLAYER". While this provision regulates a different situation, it indicates that the benefit of housing and rental utilities is an enduring benefit, and is payable irrespective of whether the Player actually incurred particular amounts in rental and utilities costs.

85. Furthermore, the Club did not dispute the Player's claim either during these proceedings or in response to the demand for payment sent to the Club on 18 December 2017.

86. In the face of the Claimants' undisputed submission that the Player was entitled to the entirety of the rental/utilities allowance, and on the basis of the express terms of the

Ukic Agreement, the Arbitrator therefore finds that the Club owes the Player the amount of EUR 20,000 in unpaid rental/utilities allowance.

Total amount outstanding

87. In light of all of the above, the Arbitrator finds that the Club is liable to pay the Player the total amount of EUR 50,000 in relation to the 2016-17 season, comprised of EUR 20,000 in unpaid salaries, EUR 10,000 in unpaid bonuses and EUR 20,000 in house rental and utilities expenses.

7.2.2 The Payments due to the Agent

88. The Agent has asserted his right to claim amounts to which he is entitled on the face of the Ukic Agreement, the Owens Agreement and the Zdovc Agreement.

The Ukic Agreement

89. The Agent claims EUR 25,000 in unpaid agency fees under the Ukic Agreement. According to Article 5 of said agreement, the Club was obliged to pay this amount to the Agent.
90. The Respondent has not submitted any argument or evidence disputing non-payment of the amounts claimed or which could raise doubts about the Agent's entitlement to such amounts.
91. In view of this undisputed account of events, and on the basis of the express terms of the Ukic Agreement, the Arbitrator therefore finds that the Club owes to the Agent the amount of EUR 25,000 net in unpaid agency fees in relation to the Ukic Agreement for the 2016-17 season.

The Owens Agreement

92. The Agent also claims USD 16,000 in unpaid agency fees under the Owens Agreement. According to Article 5 of said agreement, the Club was obliged to pay the amount of USD 32,000 to the Agent.
93. By signing the Owens Settlement Agreement, the Respondent reconfirmed its obligation to pay the Agent the amount of USD 32,000. The Claimant alleges, and the Club does not dispute, that only half of this amount was paid and USD 16,000 remains outstanding.
94. In view of this undisputed account of events, and on the basis of the express terms of the Owens Agreement, the Arbitrator therefore finds that the Club owes to the Agent the amount of USD 16,000 in unpaid agency fees in relation to the Owens Agreement.

The Zdovc Agreement

95. Finally, the Agent claims EUR 30,000 in unpaid agency fees under the Zdovc Agreement. According to Article 5 of said agreement, the Club was obliged to pay this amount to the Agent.
96. On 14 March 2017, the parties entered into the Zdovc Settlement Agreement. Under its Article 2, the Club agreed to pay to the Agent “30.000 euro net of Greek taxes due and payable immediately”, however it is undisputed that the Club never paid this amount.
97. The Respondent has not submitted any argument or evidence disputing non-payment of the amounts claimed or which could raise doubts about the Agent’s entitlement to such amounts.
98. In view of this undisputed account of events, and on the basis of the express terms of

the Zdovc Agreement, the Arbitrator therefore finds that the Club owes to the Agent the amount of EUR 30,000 in unpaid agency fees in relation to the Zdovc Agreement.

8. Costs

99. Articles 17.2 and 17.3 of the BAT Rules provide that the final amount of the costs of the arbitration shall be determined by the BAT President and that the award shall determine which party shall bear the arbitration costs and in what proportion. As a general rule, the Arbitrator shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.
100. On 23 September 2018 – considering that pursuant to Article 17.2 of the BAT Rules *“the BAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of BAT and the fees and costs of the BAT President and the Arbitrator”*, and that *“the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the BAT President from time to time”*, taking into account all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and the procedural questions raised – the BAT President determined the arbitration costs in the present matter to be 7,350.00.
101. Article 17.3 of the BAT Rules further provides that:
- “When deciding on the arbitration costs and on the parties’ reasonable legal fees and expenses, the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”*
102. Considering that the Claimants prevailed with the entirety of their claims in this arbitration, and that such claims were necessitated by the Club’s ongoing failure or refusal to pay the outstanding amounts, the Arbitrator considers it fair and equitable

that the Respondent bears the entirety of the costs of the Arbitration.

103. The Claimants have also claimed the following costs and legal fees in this arbitration:

- The non-reimbursable handling fee in the amount of EUR 3,000.00; and
- Legal costs in the amount of EUR 893.75

104. Taking into account the factors required by Article 17.3 of the BAT Rules, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules (in this case, EUR 10,000, excluding the non-reimbursable handling fee), the fact that the non-reimbursable handling fee in this case was EUR 3,000, and the specific circumstances of and submissions made in this case, the Arbitrator holds that a total of EUR 3,893.75 (including the non-reimbursable handling fee) represents a fair and equitable contribution by the Respondent to the Claimants in this regard.

105. Given that the Claimants paid advances on costs of EUR 10,000 as well as a non-reimbursable handling fee of EUR 3,000 (which is already taken into account when determining the Claimants' legal fees and expenses), the Arbitrator decides that in application of Article 17.3 of the BAT Rules:

- (i) BAT shall reimburse EUR 2,650.00 to Claimants, being the difference between the costs advanced by them and the arbitration costs fixed by the BAT President; and
- (ii) Club shall pay EUR 7,350.00 to Claimants, being the difference between the costs advanced by them and the amount they are going to receive in reimbursement from the BAT.
- (iii) Club shall pay EUR 3,893.75 as contribution to the Claimants legal fees and expenses.

9. AWARD

For the reasons set forth above, the Arbitrator decides as follows:

- 1. AEK NEA KAE 2014 shall pay Mr. Roko Leni Ukic a total amount of EUR 50,000.00 as compensation for unpaid salary, bonus payments and rental/utilities allowance.**
- 2. AEK NEA KAE 2014 shall pay Bill A Duffy International, Inc a total amount of EUR 55,000.00 and USD 16,000.00 as compensation for unpaid agency fees.**
- 3. The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 7,350.00, shall be borne by AEK NEA KAE 2014 alone.**
- 4. AEK NEA KAE 2014 shall pay jointly to Mr. Roko Leni Ukic and Bill A Duffy International, Inc an amount of EUR 3,893.75 as reimbursement for their legal fees and expenses.**
- 5. Any other or further requests for relief are dismissed.**

Geneva, seat of the arbitration, 23 October 2018

Brianna Quinn
(Arbitrator)