

ARBITRAL AWARD

(BAT 1467/19)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Brianna Quinn

in the arbitration proceedings between

Mr. Delroy James

- First Claimant -

Mr. Nikolaos Spanos

- Second Claimant -

both represented by Ms. Giannoula Papavasileiou, attorney at law,

vs.

AEK NEA KAE 2014

- Respondent -

AWARD

Upon providing all parties with an opportunity to be heard, having examined her jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. AEK NEA KAE 2014 shall pay Mr. Delroy James USD 20,000.00 as unpaid salary, net of Greek taxes, plus interest on such amount at 5% per annum from 2 June 2019 until payment.**
- 2. AEK NEA KAE 2014 shall pay Mr. Delroy James USD 9,310.00 as unpaid salary, net of Greek taxes, plus interest on such amount at 5% per annum from 16 June 2019 until payment.**
- 3. AEK NEA KAE 2014 shall pay Mr. Delroy James USD 5,000.00 as compensation for early termination, net of Greek taxes, plus interest on such amount at 5% per annum from 16 July 2019 until payment.**
- 4. AEK NEA KAE 2014 shall pay Mr. Nikolaos Spanos USD 14,000.00 plus VAT, as unpaid agent fees, plus interest on such amount at 5% per annum from 16 March 2019 until payment.**
- 5. 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 5,000.00, shall be borne by AEK NEA KAE 2014 alone. Accordingly, AEK NEA KAE 2014 shall pay EUR 5,000.00 jointly to Mr. Delroy James and Mr. Nikolaos Spanos.**
- 6. AEK NEA KAE 2014 shall pay EUR 3,000.00 to Mr. Delroy James as a contribution to his legal fees and expenses.**
- 7. AEK NEA KAE 2014 shall pay EUR 1,500.00 to Mr. Nikolaos Spanos as a contribution to his legal fees and expenses.**
- 8. AEK NEA KAE 2014 shall pay EUR 1,500.00 jointly to Mr. Delroy James and Mr. Nikolaos Spanos as reimbursement for the Non-Reimbursable Handling Fee.**

- 9. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
- 10. Any other or further-reaching requests for relief are dismissed**

Geneva, seat of the arbitration, 21 October 2020

Brianna Quinn
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 December 2019):

“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.

16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000.00, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.