



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 1229/18)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Raj Parker

in the arbitration proceedings between

Ms. Alexandria Quigley

Ms. Gintare Petronyte

Sports International Group Inc.
267 Kentlands Blvd. Suite 105
Gaithersburg, Maryland 20878, USA

all represented by
Mr. Jonathan Ackerman Jordan
Sports International Group Inc., 267 Kentlands Blvd., Suite 105,
Gaithersburg, MD 20878, USA

vs.

Galatasaray Spor Kulübü Derneği
Hasnun Galipsok 7-11 Beyoglu, Istanbul, Turkey

- Claimant 1 -

- Claimant 2 -

- Claimant 3 -

- Respondent -

1. The Parties

1.1 The Claimants

1. Ms. Alexandria Quigley (hereinafter also referred to as “Claimant 1”) is a professional basketball player from the United States of America.
2. Ms. Gintare Petronyte (hereinafter also referred to as “Claimant 2”) is a professional basketball player from Lithuania.
3. Sports International Group Inc. (hereinafter also referred to as “Claimant 3”), acted as agents for and represented Claimant 2. Sports International Group Inc is a company incorporated in the USA. Claimant 3 was founded by Mr. Boris Lelchitski.

1.2 The Respondent

4. Galatasaray Spor Kulübü Derneği (hereinafter also referred to as “the Respondent”) is a professional basketball club with its seat in Istanbul, Turkey.

2. The Arbitrator

5. On 26 July 2018, Prof. Richard McLaren, the President of the Basketball Arbitral Tribunal (the “BAT”) appointed Mr. Raj Parker as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (hereinafter the “BAT Rules”). The Parties have not raised any objections to the appointment of the Arbitrator or to his declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

6. Claimant 1 and the Respondent signed an agreement (the “Player Agreement 1”) on 25 August 2017 for the 2017/18 playing season.
7. Claimant 2 and the Respondent signed an agreement (the “Player Agreement 2”) on 5 July 2017 for the 2017/18 playing season.
8. For the 2017/18 playing season, Claimant 1 was entitled to a total net payment of USD 235,000, with a payment of USD 25,000 to be paid on 7 October 2017 and payments of USD 30,000 on the 5th of each month from November 2017 to May 2018 (see Clause 2A of the Player Agreement 1).
9. Claimant 1 was also entitled to a bonus of USD 30,000 if the Respondent won the EuroLeague/EuroCup title (see Clause 2B of the Player Agreement 1).
10. For the 2017/18 playing season, Claimant 2 was entitled to a total net payment of EUR 95,000, with a payment of EUR 10,000 following the medical exam, EUR 10,000 to be paid on 25 October 2017 and payments of EUR 12,500 on the 25th of each month from November 2017 to April 2018 (see Clause 2A of the Player Agreement 2).
11. Claimant 2 was also entitled to a bonus of EUR 14,000 if the Respondent won the EuroLeague (see Clause 2B of the Player Agreement 2).
12. Under both Player Agreements, bonus payments were due within 20 days of the Respondent’s last game, which took place on 28 April 2018.
13. The Respondent did not fulfil its obligations under the Player Agreements.

14. On 22 June 2018, Claimants 1 and 2 signed “Protocols” concerning late payment schedules (“Protocol 1” and “Protocol 2” respectively).
15. Pursuant to Clause 1 of Protocol 1, the Respondent undertook to pay Claimant 1 USD 90,000 with USD 30,000 due on 1 July 2018, USD 30,000 due on 1 August 2018 and USD 30,000 due on 1 September 2018.
16. Pursuant to Clause 1 of Protocol 2, the Respondent undertook to pay Claimant 2 EUR 39,000 with EUR 13,000 due on 1 July 2018, EUR 13,000 due on 1 August 2018 and EUR 13,000 due on 1 September 2018.
17. The Respondent failed to comply with the terms of the agreed Protocols.
18. At the time of filing the initial Request for Arbitration (“initial RFA”) on 18 July 2018, Claimant 1 had not been paid a total of USD 90,000, comprising USD 60,000 in unpaid salary payments due on 5 April 2018 and 5 May 2018 respectively and USD 30,000 in unpaid bonus payment for winning the EuroCup title, due by 8 May 2018.
19. At the time of filing the initial RFA, Claimant 2 had not been paid a total of EUR 39,000, comprising EUR 25,000 in unpaid salary payments due on 25 March 2018 and 25 April 2018 respectively and EUR 14,000 in unpaid bonus payment for winning the EuroCup title.
20. Claimant 3, acted as agency for and represented Claimant 2. Pursuant to Player Agreement 2, the Respondent agreed to pay two payments to Claimant 2’s “Agent” of EUR 4,750 on 15 December 2017 and 15 February 2018 respectively (see Clause 9 of the Player Agreement 2). The preamble of Player Agreement 2 defined the term “Agent” as follows:

“the Player’s representatives, FIBA certified agent Boris Lelchitski [...], FIBA certified agent Patricia Penicheiro [...] and FIBA certified agent Mustafa Bozkurt [...]”

21. At the time of filing of the Request for Arbitration on 28 August 2018 (“supplemental RFA”), Respondent had failed to pay EUR 5,012 in agency fees.

3.2 The Proceedings before the BAT

22. On 18 July 2018, Claimants 1 and 2 filed the initial RFA in accordance with the BAT Rules. Claimants 1 and 2 duly paid the non-reimbursable handling fee of EUR 3,000 on 18 July 2018.

23. On 06 August 2018, the BAT informed the parties that Mr. Raj Parker had been appointed as the Arbitrator in this matter and fixed the advance on costs (“AOC”) to be paid by 16 August 2018 by the Parties as follows:

<i>“Claimant 1</i>	<i>€ 2,750</i>
<i>Claimant 2</i>	<i>€ 2,750</i>
<i>Respondent</i>	<i>€ 5,500”</i>

24. On 09 and 14 August 2018 respectively, Claimants 1 and 2 each paid their part of the foregoing advance on costs. The Respondent did not pay its share of the AOC by 16 August 2018.
25. On 16 August 2018 Claimants 1 and 2 requested to amend their initial RFA to include a claim on behalf of Claimant 3.
26. On 27 August 2018, the Respondent submitted its Answer to the initial RFA.
27. On 28 August 2018 the Claimants’ (including Claimant 3) supplemental RFA was filed.
28. On 29 August 2018 the BAT invited the Claimants to pay the Respondent’s share of the AOC by 10 September 2018 and to pay EUR 1,000 as an additional AOC by 10 September 2018; and invited the Respondent to file an Answer to the supplemental

RFA by no later than 10 September 2018.

29. On 06 September 2019 Claimants 1 and 2 paid EUR 3,000 towards the Respondent's share of the AOC.
30. On 10 September 2018 Claimant 3 paid EUR 3,467.89 towards the Respondent's share of the AOC and the additional AOC.
31. On 10 October 2018 the BAT gave the Respondent a final opportunity to file its Answer to the supplemental RFA by no later than 17 October 2018.
32. On 17 October 2018 the Respondent filed its Answer to the supplemental RFA.
33. On 27 October 2018 the BAT requested further information from the Claimants and the Respondent by way of a procedural order ("the Procedural Order").
34. On 11 December 2018 the Respondent replied to the Procedural Order.
35. On 12 December 2018 the Claimants replied to the Procedural Order.
36. On 20 January 2019, the Parties were invited to set out (by no later than 05 February 2019) how much of the applicable maximum contribution to costs should be awarded to them and why. The Parties were also invited to include a detailed account of their costs, including any supporting documentation in relation thereto. Finally, the Parties were also notified that the exchange of documentation was closed in accordance with Article 12.1 of the BAT Rules.
37. The Claimants filed their costs submission on 31 January 2019. The Respondent did not submit an account of costs by 05 February 2019.

4. The Positions of the Parties

4.1 The Claimant's Position

38. Claimant 1 submits that the Respondent has failed to pay a total of USD 90,000 in accordance with both Player Agreement 1 and Protocol 1. The unpaid sums comprise USD 60,000 in unpaid salary payments due on 5 April 2018 and 5 May 2018 respectively and USD 30,000 in unpaid bonus payment for winning the EuroCup title, due by 8 May 2018.
39. Claimant 2 submits that the Respondent has failed to pay a total of EUR 39,000 due under both Player Agreement 2 and Protocol 2. The unpaid sums comprise EUR 25,000 in unpaid salary payments due on 25 March 2018 and 25 April 2018 respectively and EUR 14,000 in unpaid bonus payments for winning the EuroCup title.
40. Claimant 3 submits that it acted as agency for and represented Claimant 2. Pursuant to Player Agreement 2, the Respondent agreed to pay two payments to Claimant 2's agent of EUR 4,750 on 15 December 2017 and 15 February 2018 respectively. The payments have not been received.
41. Claimant 3, in its response dated 12 December 2018 to the Procedural Order provided evidence of Claimant 3's Articles of Association, tax documents and Mr. Lelchitski's FIBA agent page, which lists Mr. Lelchitski's company as Claimant 3; and an invoice issued by Claimant 3 to the Respondent on 31 October 2017, for payment of two instalments of EUR 4,750 on 15 December 2017 and 5 February 2018 respectively. The Player's name is listed as Claimant 2.
42. At the time of filing the supplemental RFA, Claimant 3 had not been paid EUR 5,012 in agency fees.

43. In the RFA dated 08 July 2018, Claimants 1 and 2 requested the following relief:

" Request for relief:

i. To award Claimant 1:

- a. USD 30,000 with interest of 5% per annum from 5 April 2018 as outstanding salary;*
- b. USD 30,000 with interest of 5% per annum from 5 May 2018 as outstanding salary;*
- c. USD 30,000 with interest of 5% per annum from 8 May 2018 as outstanding bonus;*
- d. All costs and legal expenses related to the arbitration.*

ii. To award the Claimant 2:

- a. Euro 12,500 with interest of 5% per annum from 25 March 2018 as outstanding salary;*
- b. Euro 12,500 with interest of 5% per annum from 25 April 2018 as outstanding salary;*
- c. Euro 14,000 with interest of 5% per annum from 1 June 2018 as outstanding bonus;*

All costs and legal expenses related to the arbitration."

44. In the supplemental RFA dated 28 August 2018, Claimant 3 requested the following relief:

"a. EUR 262 with interest of 5% per annum from 15 December 2017 as outstanding agency fee;

b. EUR 4,750 with interest of 5% per annum from 15 February 2018 as outstanding agency fee;

c. All costs and legal expenses related to the arbitration."

4.2 Respondent's Position

45. With regard to Claimant 1, in its Reply to the Procedural Order, the Respondent does not dispute that it owes USD 90,000 to Claimant 1.

46. With regard to Claimant 2, in its Answer to the initial RFA, the Respondent submits that Player Agreement 2 did not include provision for a bonus payment in relation to the EuroCup championship, but only to the EuroLeague championship. Claimant 2 is, therefore, not entitled to a bonus payment of EUR 14,000 for the 2017/18 playing season. Any other agreement or protocol does not affect Clause 2B of the Player Agreement 2. In its response to the Procedural Order dated 11 December 2018, the

Respondent does not dispute that it owes EUR 25,000 to Claimant 2.

47. With regard to Claimant 3, in its Reply to the supplemental RFA, the Respondent accepts that Mr. Boris Lechitski is Claimant 2's agent but submits that the Claimants have provided no evidence to prove the association between Claimant 3 and Mr. Lechitski. The Respondent rejects the Claimants' supplemental RFA on the basis that there is no contractual relationship between it and Claimant 3. In its Reply to the Procedural Order, the Respondent confirms that it owes Mr. Boris Lechitski EUR 5,012 in unpaid agency fees.

5. The jurisdiction of the BAT

48. 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).
49. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
50. The Arbitrator finds that the dispute referred to him is of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA1.
51. The jurisdiction of the BAT over the dispute results from the arbitration clause contained under Article 11 of the Player Agreements 1 and 2, which reads as follows:

“Any dispute arising from or related to the present contract shall be submitted to the

¹ Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

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...

52. Likewise, Clause 3 of the Protocols 1 and 2 provides the same arbitration clause:

"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 and the language of the arbitration shall be English. The Arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the Parties' domicile. The arbitrator shall decide the dispute ex aequo et bono."

53. With regard to Claimant 3, for the reasons outlined at paragraphs 76-79 below, the Arbitrator considers that the Parties to Player Agreement 2 proceeded on the common understanding that the agent fees owed to the individual agents (including Mr. Lelchitski) under Player Agreement 2 would be payable to Claimant 3. The Arbitrator finds that the disagreement between Claimant 3 and the Respondent is a "*dispute arising from or related to the present contract*" for the purposes of Article 11 of Player Agreement 2 and Clause 3 of Protocol 2 and thus the BAT has jurisdiction.
54. The Player Agreements 1 and 2 and the Protocols 1 and 2 are in written form and thus the arbitration clause fulfils the formal requirements of Article 178(1) PILA.
55. With respect to substantive validity, the Arbitrator considers that there is no indication in the file that could cast doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).
56. In addition, the Respondent did not object to the jurisdiction of the BAT over it with regard to any of the Claims.

57. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimants' claim.

6. Discussion

6.1 Applicable Law – *ex aequo et bono*

58. 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 Arbitrators 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”.

59. 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.”

60. Article 11 of Player Agreements 1 and 2 and Clause 3 of Protocols 1 and 2 provide that any dispute shall be decided *ex aequo et bono*.

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

62. 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'arbitrage² (Concordat)³, under which Swiss courts have held that arbitration “en équité” is fundamentally different from 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.”⁴

63. 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”.

64. In light of the foregoing considerations, the Arbitrator makes the findings below.

6.2 Findings

65. It is undisputed between the Parties that the Respondent:

- (i) Owes Claimant 1 USD 90,000 in unpaid salary and bonus payments;
- (ii) Owes Claimant 2 EUR 25,000 in unpaid salary payments;

66. The Respondent accepts that it owes Mr. Lechitski EUR 5,012 in unpaid agency fees.

67. The dispute between the Parties therefore concerns:

² 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).

³ P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PILA.

⁴ JdT 1981 III, p. 93 (free translation).

- (i) Whether the Respondent owes Claimant 2 EUR 14,000 in unpaid bonus payments; and
- (ii) Whether the Respondent owes Claimant 3 EUR 5,012 in unpaid agency fees.

6.2.1 Bonus Payment to Claimant 2

68. Pursuant to Clause 2B of the Player Agreement 2, Claimant 2 was entitled to EUR 14,000 for winning the FIBA Euroleague title. Player Agreement 2 makes no mention of the EuroCup title (in contrast to Clause 2B of Claimant 1's Playing Agreement).

69. However, under Protocol 2, the Respondent undertook to pay Claimant 2 a total sum of EUR 39,000 as "salary fee". This is the same amount as the unpaid salary and bonus payment claimed by Claimant 2 (of EUR 25,000 and EUR 14,000 respectively).

70. In its reply to the first Procedural Order, Claimant 2 also provided (i) an email of 20 June 2018 (appended as exhibit 8), in which the Respondent proposed paying Claimant 2 a total of EUR 39,000 in three equal tranches. That payment scheme was accepted and reflected in Protocol 2 and (ii) whatsapp messages (appended as exhibit 5), referring to a payment of EUR 14,000. However, the translation for those messages is not certified, in accordance with BAT rule 4.2, and the Arbitrator will not, therefore, take them into account.

71. In any event, it is clear from the email of 20 June 2018 and Protocol 2 that the Respondent has accepted to pay Claimant 2 a total of EUR 39,000 of which there is no dispute that EUR 25,000 relates to unpaid salary payments.

72. In addition, Clause 13 of Player Agreement 2 provides that *"[a]ny changes to this Agreement must be made in writing and signed by all parties. Signed pdf copies shall*

be deemed binding.” Player Agreement 2, therefore, permitted amendments to the terms of the Agreement and Protocol 2 fulfils the requirements for such an amendment.

73. The Respondent notes that Protocol 2 refers to a Playing Agreement of 14 September 2017 (not 5 July 2017). In their reply to the first Procedural Order, the Claimants have stated that they believe this was a clerical error by the Respondent and the Respondent has not disputed the validity of Protocol 2.
74. For those reasons, the Arbitrator finds that Protocol 2 is binding between the Parties and that the Respondent owes Claimant 2 a total of EUR 39,000.

6.2.3 Unpaid Agency Fee to Claimant 3

75. Only Mr. Lelchitski, but not Claimant 3, is listed as an agent in the Player Agreement 2. However, there is a link between Mr. Lelchitski and Claimant 3 which is illustrated by the following evidence provided by Claimant 3 on 12 December 2018:

- (iii) Claimant 3’s Articles of Association, tax documents and Mr. Lelchitski’s FIBA agent page, which lists Mr. Lelchitski’s company as Claimant 3;
- (iv) An invoice issued by Claimant 3 on 31 October 2017, for payment of two instalments of EUR 4,750 on 15 December 2017 and 5 February 2018 respectively. The Player’s name is listed as Claimant 2.

76. In response to the Procedural Order, it became clear that the Parties had proceeded on the common understanding that the agent fees owed to the individual agents (including Mr. Lelchitski) under Player Agreement 2 would be payable to Claimant 3. That is illustrated by the following:

- (i) The address provided for "Agent" in the Player Agreement 2 is that of

Claimant 3.

- (ii) Clause 9 of Player Agreement 2 states that the agent will issue an invoice for the agent fee and provide banking instructions.
- (iii) In response to a Procedural Order, Claimant 3 provided an invoice issued by them for the agent fee and providing their banking details (see exhibit 6). Claimant 2 is named on that invoice.
- (iv) Claimant 3 also provided a bank statement showing that the Respondent transferred most of the first tranche of the agent fees to Claimant 3 with the player's name as reference after that invoice was issued.

77. The Respondent accepts that it owes Mr. Lelchitski unpaid agency fees of the amount claimed by Claimant 3.

78. Claimant 3 provided emails from the Turkish agent (who is the third agent listed on the playing agreement) requesting payment of the agent fees and providing Claimant 3's banking details. However, the English translations of those emails are unclear and are not certified in accordance with BAT rule 4.2. Accordingly, the Arbitrator will not take them into account. In any event, the Arbitrator is satisfied that payments to Claimant 2's agents were made to Claimant 3.

79. For the reasons above, the Arbitrator finds that:

- (i) There is a sufficient link between Mr. Lelchitski and Claimant 3.
- (ii) The Parties had proceeded on the common understanding that the agent fees owed to the three individual agents under Player Agreement 2 would be payable to Claimant 3.

80. Accordingly, the Arbitrator holds that the Respondent owes Claimant 3 EUR 5,012 in unpaid agency fees.

6.2.3 Interest

81. The Claimants have requested interest at a rate of 5 % per annum on the outstanding payments owed by the Respondent.

82. Although interest is not provided for in the Player Agreements and Protocols, default interest is a generally accepted principle which is embodied in most legal systems. Indeed, payment of interest is a customary and necessary compensation for late payment and, according to BAT jurisprudence, default interest can be awarded even if the underlying agreement does not explicitly provide for an obligation to pay interest. The Arbitrator further considers, in line with BAT jurisprudence, that 5% per annum is a reasonable rate of interest. Accordingly, the Arbitrator awards interest at a rate of 5% per annum on the outstanding amounts of the Claimants.

83. In the RFA, Claimant 1 claimed interest of 5% per annum on USD 30,000 from 5 April 2018, on USD 30,000 from 5 May 2018 and on USD 30,000 from 8 May 2018. These dates reflect the dates included in Player Agreement 1.

84. In its Reply to the Procedural Order, Claimant 1 applied to amend the RFA to claim interest of 5% per annum on USD 30,000 of unpaid bonus payments from 18 May 2018.

85. However, according to the terms of Protocol 1, Claimant 1 agreed to a payment schedule of USD 30,000 on 1 July 2018, USD 30,000 on 1 August 2018 and USD 30,000 on 1 September 2018.

86. Clause 13 of Player Agreement 1 is in the same terms of Clause 13 of Player

Agreement 2 (as set out above) and, for the reasons provided above in relation to Player Agreement 2 and Protocol 2, the Arbitrator finds that the terms of Protocol 1 are binding on the Parties.

87. The Arbitrator, therefore, finds that Claimant 1 is entitled to interest of 5% per annum on USD 30,000 from 2 July 2018, USD 30,000 from 2 August 2018 and USD 30,000 from 2 September 2018.
88. For the same reasons, the Arbitrator finds that Claimant 2 is entitled to interest of 5% per annum on EUR 13,000 from 2 July 2018, EUR 13,000 from 2 August 2018 and EUR 13,000 from 2 September 2018.
89. Claimant 3 has claimed interest of 5% per annum on EUR 262 from 15 December 2017 and EUR 4,750 from 15 February 2018 as outstanding agency fees. In reply to the first Procedural Order, the Claimants provided emails from Claimant 3's Turkish partner requesting payment. However, the English translations of those emails are unclear and are not certified in accordance with BAT rule 4.2. In any event, the Claimants did not file a supplemental RFA, requesting payment on behalf of Claimant 3, until 28 August 2018. The Arbitrator, therefore, finds that Claimant 3 is entitled to interest of 5% per annum on EUR 5,012 from the day after that date.

6.3 Costs

90. Article 17.2 of the BAT Rules provides 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; and, as a general rule, shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.

91. On 15 April 2019 – 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 EUR 7,325.00.
92. Considering that the Claimants were the prevailing party in this arbitration, it is consistent with the provisions of the BAT Rules that the fees and costs of the arbitration, as well as their reasonable costs and expenses, be borne by the Respondent.
93. Claimant 1 claims legal fees in the amount of EUR 2,625.30, Claimant 2 claims legal fees in the amount of EUR 2,625.30 and Claimant 3 claims legal fees in the amount of EUR 1,312.65.
94. Thus, the total claim of the Claimants for legal fees and expenses is EUR 6,563.25.
95. Taking into account the factors required by Article 17.3 of the BAT Rules, the provision in the arbitration agreements as regards costs, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules for each Claimant, the fact that the non-reimbursable handling fee in this case was EUR 3,000.00, and the specific circumstances of this case, the Arbitrator holds that a total of EUR 8,000 (including the non-reimbursable handling fee) represents a fair and equitable contribution by the Respondent to the Claimants in this regard. This is an appropriate contribution given the matter’s relative lack of complexity, and the fact that the Respondent admitted the majority of the claim - there were only two areas of disagreement between the Parties.

96. Given that the Claimants paid the AOC of EUR 11,967.89 as well as a non-reimbursable handling fee of EUR 3,000.00 (which has been taken into account when determining the Claimant's legal fees and expenses), the Arbitrator decides that in application of Article 17.3 of the BAT Rules:

- (i) BAT shall reimburse EUR 4,642.89 to the Claimants, being the difference between the costs advanced by the Parties and the arbitration costs fixed by the BAT President;
- (ii) The Respondent shall pay to the Claimants EUR 7,325.00, representing the arbitration costs fixed by the BAT President;
- (iii) The Respondent shall pay to the Claimants EUR 8,000.0, as a contribution to their legal fees and expenses.

7. AWARD

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

- 1. Galatasaray Spor Kulübü Derneği shall pay Ms. Alexandra Quigley USD 90,000 as unpaid salary and bonus payments, together with interest of 5% per annum on USD 30,000 from 2 July 2018 until payment, on USD 30,000 from 2 August 2018 until payment and on USD 30,000 from 2 September 2018 until payment.**
- 2. Galatasaray Spor Kulübü Derneği shall pay Ms. Gintare Petronyte EUR 39,000 as unpaid salary, together with interest of 5% per annum on EUR 13,000 from 2 July 2018 until payment, EUR 13,000 from 2 August 2018 until payment and EUR 13,000 from 2 September 2018 until payment.**
- 3. Galatasaray Spor Kulübü Derneği shall pay Sports International Group Inc EUR 5,012 as unpaid agent fees, together with interest of 5% per annum on EUR 5,012 from 28 August 2018 until payment.**
- 4. The costs of this arbitration until the present Award shall be borne by Galatasaray Spor Kulübü Derneği alone. Accordingly, Galatasaray Spor Kulübü Derneği shall pay jointly to Ms. Alexandra Quigley, Ms. Gintare Petronyte and Sports International Group Inc. EUR 7,325.00. The balance of the advance of costs, in the amount of EUR 4,642.89 shall be reimbursed jointly to Ms. Alexandra Quigley, Ms. Gintare Petronyte and Sports International Group Inc. by the BAT.**
- 5. Galatasaray Spor Kulübü Derneği shall pay jointly to Ms. Alexandra Quigley, Ms. Gintare Petronyte and Sports International Group Inc. EUR 8,000.00 as a contribution to their legal fees and expenses.**
- 6. Any other or further-reaching requests for relief are dismissed.**



BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 16 April 2019.

Raj Parker
(Arbitrator)