

**ARBITRAL AWARD**

**(BAT 1463/19)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Rhodri Thomas**

in the arbitration proceedings between

**Ms. Maja Miljkovic**

- Claimant 1 -

**Ms. Debbie Ifunanya Ibekwe**

- Claimant 2 -

**Mr. Lluís Túniz García**

- Claimant 3 -

represented by Mr. Sergiu Gherdan, attorney at law,  
Gherdan Law Office, Str. Vasile Stroescu nr. 8  
410473 Oradea City, Bihor county, Romania

vs.

**Kayseri Basketbol Spor Kulübü Enerji**  
Zümrüt Mah. Kadir Has Cd. Kadir Has Kongre Ve Spor Salonu  
PK: 38090 Kocasinan, Kayseri, Turkey

- Respondent -

**AWARD**

Upon providing all parties with an opportunity to be heard, having examined his 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. Kayseri Basketbol Spor Kulübü Denergi shall pay Ms. Maja Miljkovic EUR 25,085.00 net in respect of outstanding salary, plus interest at a rate of 5% per annum as follows:**
  - a. on EUR 1,085.00 from 21 February 2019 until the date of payment;**
  - b. on EUR 8,000.00 from 21 March 2019 until the date of payment;**
  - c. on EUR 8,000.00 from 21 April 2019 until the date of payment; and**
  - d. on EUR 8,000.00 from 21 May 2019 until the date of payment.**
- 2. Kayseri Basketbol Spor Kulübü Denergi shall pay Ms. Debbie Ifunanya Ibekwe EUR 10,134.90 net in respect of outstanding salary, plus interest at a rate of 5% per annum as follows:**
  - a. on EUR 4,634.90 from 31 March 2019 until the date of payment; and**
  - b. on EUR 5,500.00 from 16 April 2019 until the date of payment.**
- 3. Kayseri Basketbol Spor Kulübü Denergi shall pay Mr. Lluís Túnex García EUR 5,324.00 in respect of outstanding agent fees, plus interest at a rate of 5% per annum from 1 December 2019 until the date of payment.**
- 4. Kayseri Basketbol Spor Kulübü Denergi shall pay Mr. Lluís Túnex García EUR 610.00 in late payment penalties.**
- 5. Kayseri Basketbol Spor Kulübü Denergi shall provide Ms. Maja Miljkovic with a tax document showing the amount of tax that has been paid on Ms. Maja Miljkovic's behalf by Kayseri Basketbol Spor Kulübü Denergi.**
- 6. Kayseri Basketbol Spor Kulübü Denergi shall provide Ms. Debbie Ifunanya Ibekwe with the appropriate certificate of tax indicating that all required income tax due in Kayseri Basketbol Spor Kulübü Denergi's nation, state or province and city on all salary sums have been paid and showing the amount of tax that has been paid on Ms. Debbie Ifunanya Ibekwe's behalf by Kayseri Basketbol Spor Kulübü Denergi.**

- 7. 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 3,775.00 shall be borne 95% by Kayseri Basketbol Spor Kulübü Denergi and 5% jointly by Ms. Maja Miljkovic, Ms. Debbie Ifunanya Ibekwe and Mr. Lluís Tunez Garcia. Accordingly, Kayseri Basketbol Spor Kulübü Denergi shall pay EUR 3,586.25 jointly to Ms. Maja Miljkovic, Ms. Debbie Ifunanya Ibekwe and Mr. Lluís Tunez Garcia. The balance of the advance on costs in the amount of EUR EUR 2,225.00 shall be reimbursed to Ms. Maja Miljkovic, Ms. Debbie Ifunanya Ibekwe and Mr. Lluís Tunez Garcia by the BAT.**
- 8. Kayseri Basketbol Spor Kulübü Denergi shall pay EUR 4,500.00 to Ms. Maja Miljkovic, Ms. Debbie Ifunanya Ibekwe and Mr. Lluís Tunez Garcia as a contribution towards their legal fees and expenses.**
- 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, 11 May 2020

Rhodri Thomas  
(Arbitrator)

### Notice about Request for Reasons

in accordance with Article 16.2 of the BAT Rules (version 1 January 2017):

*“By agreeing to submit their dispute to arbitration under these Rules, the Parties agree that, where the value of the dispute does not exceed EUR 100,000, the Arbitrator shall issue an award without reasons, provided, however, that the Arbitrator shall deliver reasons if a party*

- a) 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*
- b) pays the respective advance on costs as determined and within the time limit set by the BAT Secretariat.”*

The Parties are herewith informed that the amount to be paid as an advance on costs for a reasoned award in this case has been set by the BAT Secretariat to **EUR 5,000.00**. The time limit for payment thereof will be set by the BAT Secretariat upon receipt of the Request for Reasons, if any.