

ARBITRAL AWARD

(BAT 2275/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Stephan Netzle

in the arbitration proceedings between

Mr. Jonathon Simmons

- Claimant -

represented by Mr. Juan de Dios Crespo Pérez and Mr. Alessandro Mosca,

vs.

Ohod Saudi Arabian

4356 Al Imam Muslim, As Salam, Madinah 42354, Saudi Arabia

- Respondent -

1. The Parties

1.1. The Claimant

1. Mr. Jonathon Simmons (hereinafter also referred to as “Claimant” or “the Player”) is a professional basketball player from the USA.

1.2. The Respondent

2. Ohod Saudi Arabian (hereinafter referred to as “Respondent” or “the Club”) is a professional basketball club from Madinah, Saudi Arabia, playing in the Saudi Arabian Basketball League SBL, which is the highest tier of men’s and women’s basketball in Saudi Arabia.

2. The Arbitrator

3. On 15 February 2025, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal (the “BAT”), appointed Mr. Stephan Netzle as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as from 1 January 2025 (hereinafter the “BAT Rules”). Neither of the Parties has 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

4. The following contains a summary of the facts which led to the present dispute.
5. On 9 September 2023, the Player and the Club signed an employment contract for the 2023/2024 basketball seasons (the “Contract”).
6. On 6 April 2024, the Player terminated the Contract unilaterally because the Club had failed to meet its financial obligations towards the Player. The Player was not paid as per the Contract since January 2024.

7. On 14 June 2024, after discussions of the Parties about the legitimacy of the Player's unilateral termination of the Contract, the Parties signed a settlement agreement according to which the Club undertook to pay a total amount of USD 200,000.00 net of taxes by four instalments to the Player (the "Settlement Agreement"). The Club's compliance with the payment plan was secured by a penalty of USD 70,000.00 net of taxes.
8. The Club made one single payment of USD 75,000.00 but failed to comply with its further financial obligations under the Settlement Agreement. This prompted the Player to demand an acceleration payment of USD 125,000.00 net of taxes and the penalty of USD 70,000.00 net of taxes, amounting to USD 195,000.00 net of taxes, plus default interest. This is the amount in dispute in this arbitration proceeding.

3.2. The Proceedings before the BAT

9. On 5 February 2025, the Player filed a Request for Arbitration in accordance with the BAT Rules. The non-reimbursable handling fee of EUR 4,000.00 was received in the BAT bank account on 7 February 2025.
10. On 18 February 2025, the BAT informed the parties that Mr. Stephan Netzle had been appointed as the Arbitrator in this matter. Furthermore, a time limit was fixed for the Respondent to file its Answer in accordance with Article 11.4 of the BAT Rules (hereinafter the "Answer") by no later than 11 March 2025. The BAT also fixed the advance on costs as follows, to be paid by the Parties by no later than 28 February 2025:

<i>"Claimant (Mr. Jonathon Simmons)</i>	<i>EUR 4,500.00</i>
<i>Respondent (Ohod Saudi Arabian)</i>	<i>EUR 4,500.00"</i>

11. The Claimant paid his share of the advance on costs on 28 February 2025.

12. On 12 March 2025, due to difficulties of the courier to deliver the BAT Confirmation Letter of 18 February 2025 to the Club, the BAT set new deadlines for the Club to file the Answer (2 April 2025) and to pay its share of the advance on costs (24 March 2024). After the Club's repeated failure or avoidance of the delivery of the documents from the BAT, the BAT asked the Saudi Arabian Basketball Federation to forward the BAT documents to the Club. On 4 April 2025, the deadlines for the Answer and the payment of the Club's share of the advance on costs were extended again, namely to 28 April 2025 (for filing the Answer) and to 17 April 2025 (for payment of the Club's share of the advance on costs).
13. On 29 April 2025, after above time limits for the Club's answer and the payment of the Club's share of the advance on costs had expired, the BAT set the Club – also sent to the Saudi Arabian Basketball Federation – a final deadline of 13 May 2025 to file its Answer and to pay its advance on costs.
14. On 22 May 2025, the BAT notified the Parties (again also sent to the Saudi Arabian Basketball Federation) that the Club had not filed an Answer and not paid its share of the advance on costs. It adjusted the advance on costs to EUR 8,000.00 and invited the Player to pay the remaining share of EUR 3,500.00 until 29 May 2025 to ensure that the arbitration proceeded.
15. The Player paid the remaining share of the advance on costs on 26 May 2025.
16. By Procedural Order of 28 May 2025 (also sent to the Saudi Arabian Basketball Federation), the Arbitrator asked the Player to respond to three specific questions until 10 June 2025. The Player submitted his response on 2 June 2025.

17. On 3 June 2025, the BAT forwarded the Player's submission to the Club – also sent to the Saudi Arabian Basketball Federation – for comments until 17 June 2025. The Club did not respond.
18. On 20 June 2025, the BAT notified the Parties (again also sent to the Saudi Arabian Basketball Federation) that the exchange of submissions was closed in accordance with Article 12.1 of the BAT Rules and invited the Player to submit his detailed statement of legal costs until 27 June 2025.
19. The Player filed his costs submissions on 23 June 2025.

4. The Positions of the Parties

20. This section provides a summary of the Player's main arguments rather than a comprehensive list thereof. However, the Arbitrator confirms that in deciding upon the Player's claim, he has carefully considered all the submissions made and evidence added, even if not expressly mentioned in this section. Since the Club had not made any submissions in this arbitration, the Arbitrator exercised his right to ask questions to the Player in order to gain the necessary conviction for his decision.

4.1. Claimant's Position

21. The Player terminated the Contract as a result of the Club's failure to fulfill its financial obligations toward the Player. On the date of termination (6 April 2024), three monthly salaries of USD 55,000.00 net of taxes, remained outstanding, namely those for January, February and March 2024.

22. According to Article 17 a), third paragraph of the Contract the Player was entitled to unilaterally terminate the employment relationship if a monthly salary payment was not made within 15 days following the end of the respective calendar month.
23. On 6 April 2024, the Player, through his agent, duly notified the Club of the termination by means of a formal written notice.
24. The Club not only failed to pay the remaining salary due, but it also refused to issue a Letter of Clearance to allow the Player to play with another club. This required FIBA's intervention requesting the Player's transfer to the Lebanese club Al Riyadi. Eventually, the requested Letter of Clearance was issued on 19 April 2024 and allowed the Player to be transferred to Al Riyadi.
25. As a consequence of the termination of the Contract, the Player was entitled to receive the outstanding salaries (i.e. three monthly salaries totaling to USD 165,000.00) as well as the residual value of the contract (i.e. USD 110,000.00 net), amounting to a total of USD 275,000.00, net.
26. In May and early June 2024, the Parties negotiated an amicable solution to settle the consequences of the termination of the Contract. On 14 June 2024, they agreed on the terms of the Settlement Agreement with the following core elements:
27. The Parties agreed that the total and entire compensation for full and final settlement amounted to USD 200,000.00 net of any taxes to be paid by the Club in four installments according to the following payment plan:
 - a. USD 75,000.00 net of any taxes by 5 July 2024;
 - b. USD 41,666.67 net of any taxes by 5 August 2024;

- c. USD 41,666.67 net of any taxes by 5 September 2024;
 - d. USD 41,666.66 net of any taxes by 5 October 2024.
28. The Player was only willing to reduce his claim of USD 275,000.00 to USD 200,000.00 on condition that the payment plan was strictly adhered to and that the salary he would earn at Al Riyadh would not be offset. To secure the Club's compliance with the payment plan, the Settlement Agreement provided for a penalty of USD 70,000.00 together with the acceleration of all open amounts if the Club failed to meet a payment date.
29. On 5 July 2024, the Club paid the first instalment of USD 75,000.00. It failed, however, to make any further payments provided by the Settlement Agreement, despite multiple reminders of the Player.
30. The Club promised on several occasions that the payments would be made with a few days' delay. However, the Club did not adhere to the payment dates it had promised itself. On 7 October 2024, the Club requested the Player again to postpone the outstanding debt in order to allow the Club to compete in the 2024/2025 basketball season and asked the Player to amend the Settlement Agreement by shifting the payment deadline to 8 October 2024. The Player did so but the Club never counter-signed the addendum and did not make any payment. On 17 October 2024, the Player withdrew the addendum and announced to the Club that he would strictly enforce the Settlement Agreement.
31. The Player is therefore entitled to the outstanding instalments of USD 125,000.00 net of taxes, corresponding to the three monthly instalments due on 5 August 2024 (USD 41,666.67), 5 September 2024 (USD 41,666.67) and 5 October 2024 (USD 41,666.66), all net of taxes, as set out in article 2 of the Settlement Agreement. In addition, the Club is obliged to pay the penalty of USD 70,000.00 as per article 3 of the Settlement Agreement.

4.2. Claimant's Requests for Relief

32. In his Request for Arbitration, the Claimant requests the following relief:

"The Claimant herein respectfully requests that the BAT issues a decision as follows:

- a. To accept this claim.*
- b. To decide that the Respondent shall pay the Claimant USD 125,000.00 net of any taxes, as per article 2 of the Contract, plus (5%) per annum interest rate from 6 August 2024 until its effective and entire payment.*
- c. To decide that the Respondent shall pay the Claimant USD 70,000.00 net of any taxes, as per article 3 of the Contract, plus (5%) per annum interest rate from 6 August 2024 until its effective and entire payment.*
- d. To decide that the Respondent shall provide the Claimant with the pertinent Saudi Arabian taxes and social security certificates under article 4 of the Contract.*
- e. Further to article 17.3 of the BAT Arbitration Rules to decide that the Respondent shall bear the entirety of the costs of this arbitration.*
- f. Further to article 17.4 of the BAT Arbitration Rules to decide, besides the payment of the non-reimbursable handling fee in the amount of EUR 4,000.00, that the Respondent shall pay the Claimant's legal fees with respect to this procedure in the total amount of EUR 10,000.00.*

Total amount in dispute: USD 125,000.00 net of any taxes, plus 5% p.a. interest rate until its effective and entire payment (which, as of today, amounts to USD 3,133.56 net of any taxes), besides a penalty of USD 70,000.00 net of any taxes plus 5% p.a. interest rate until its effective and entire payment, (which, as of today, amount to USD 1,754.79 net of any taxes), totaling USD 199,888.36 net of any taxes as of today, without prejudice to accruing default interests."

4.3. Respondent's Position

33. Despite having been duly notified of the proceedings – including via the Saudi Arabian Basketball Federation – and several invitations to comment on the claims and allegations, the Club did not participate in this arbitration proceedings.

5. The jurisdiction of the BAT

34. As a preliminary matter, the Arbitrator wishes to emphasize that, since the Respondent did not participate in the arbitration, he will examine his jurisdiction *ex officio*, on the basis of the record as it stands.¹
35. 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).
36. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
37. 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) PILA².
38. The jurisdiction of the BAT over the dispute results from the arbitration clause contained under article 10 of the Settlement Agreement, which reads as follows:

“10. Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland. If a Request for Arbitration is filed, the dispute shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The arbitrator shall decide the dispute ex aequo et bono. Provided that the relevant requirements as set out in the BAT Arbitration Rules are met, each party may file a Payment Order Request instead of a Request for Arbitration. In such case, a Payment Order Procedure shall be conducted in accordance with the BAT Arbitration Rules. The parties acknowledge and agree that any Final Payment Order issued by the BAT President shall have the effects of a final and binding arbitral award between the parties to the dispute. In any case, the seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private

¹ Judgment of the Swiss Federal Tribunal, 120 II 155, 162.

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

International Law, irrespective of the parties' domicile. The language of the arbitration shall be English."

39. The Settlement Agreement is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.
40. 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).
41. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimants' claims.

6. Other procedural matters

6.1. Request for Consolidation

42. In the Request for Arbitration, the Player requested a consolidation of his claim with the case BAT 2227/24 which was filed by the Player's agent against the Club. The Player submitted that there was a sufficiently close connection between these claims which were subject to the same arbitration clause, and consolidation would be advisable for reasons of procedural efficiency.
43. The President of the BAT dismissed the request for consolidation. The Arbitrator, upon re-consideration in line with Article 11.3 of the BAT Rules, arrived at the same conclusion, mainly because of the fact that the case BAT 2227/24 was based on a separate (albeit similar) agreement but was to be decided by an award without reasons because of a lower sum in dispute, whereas the sum in dispute of the present claim requires a reasoned award under the BAT Rules.

6.2. Non-participation of the Respondent

44. 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*”. 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
45. 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 – at least via the Saudi Arabian Basketball Federation, which confirmed to have contacted the Respondent including forwarding relevant documents. The Respondent was also given sufficient opportunity to respond to Claimant’s Request for Arbitration and his Reply. It was also notified that, if it nevertheless failed to provide an Answer, the Arbitrator may proceed with the arbitration and deliver an award in accordance with Article 14.2 of the BAT Rules. The Respondent, however, chose not to participate in this arbitration.

6.3. No Hearing

46. Neither of the Parties has requested a hearing to be held, nor does the Arbitrator consider a hearing necessary. In accordance with Article 13.1 of the BAT Rules, the Arbitrator will therefore decide the Claimant’s claims based on the written submissions and the evidence on record.

³ See *ex multis* BAT 0001/07; 0018/08; 0093/09; 0170/11.

7. Discussion

7.1. Applicable Law – *ex aequo et bono*

47. 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.”

48. Under the heading “*Law Applicable to the Merits*”, Article 15 of the BAT Rules reads as follows:

“15.1 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.

15.2 If, according to an express and specific agreement of the parties, the Arbitrator is not authorised to decide ex aequo et bono, he/she shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to such rules of law he/she deems appropriate. In both cases, the parties shall establish the contents of such rules of law. If the contents of the applicable rules of law have not been established, Swiss law shall apply instead.”

49. Article 10 of the Settlement Agreement provides that “*the arbitrator shall decide the dispute ex aequo et bono.*”
50. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to him in this proceeding.

51. 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 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

52. 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.*”
53. Considering the foregoing considerations, the Arbitrator makes the findings below.

7.2. Findings

7.2.1. Claims under the Settlement Agreement

54. The Player’s claim is based on the Settlement Agreement. It was signed by the Parties following negotiations in May and June 2024 and replaced the initial Contract. The objections raised by the Club before the signing of the Settlement Agreement regarding

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.

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

the validity of the Player's unilateral termination of the Contract are therefore no longer relevant in these proceedings.

55. The Settlement Agreement stipulates the Club's primary payment obligations as follows:

- "2. The Parties agree that the total and entire COMPENSATION, for full and final settlement, shall amount to USD 200,000.00 (Two-Hundred Thousand US Dollars) net of any taxes to be paid by the CLUB to the PLAYER and the CLUB shall mandatorily provide proof of payment as follows:*
- a. USD 75,000.00 net of any taxes by 5 July 2024 at 11:59pm ET at the latest*
 - b. USD 41,666.67 net of any taxes by 5 August 2024 at 11:59pm ET at the latest*
 - c. USD 41,666.67 net of any taxes by 5 September 2024 at 11:59pm ET at the latest*
 - d. USD 41,666.66 net of any taxes by 5 October 2024 at 11:59pm ET at the latest"*

56. It remained undisputed that the Club only paid the first instalment of the agreed debt, namely USD 75,000.00, but not the remainder of USD 125,000.00 or any of the outstanding instalments (the "Remaining Amounts"), despite several reminders of the Player and payment promises of the Club. The Club acknowledged the debt on multiple occasions in communication with the Claimant prior the present arbitration. Conversely, there is no evidence or indication whatsoever to suggest that the Remaining Amounts were paid in full or in part, after all.

57. Due to the non-payment of the Remaining Amounts, the Club was also required to make a penalty payment of USD 70,000.00 net of any taxes, as set out in article 3 of the Settlement Agreement:

- "3. In case the CLUB does not timely and fully comply with any of the payments of COMPENSATION as described in article 2 above, besides the unpaid and future amount/s of COMPENSATION to be entirely and immediately paid by way of acceleration, the PLAYER shall also be immediately entitled to claim and receive a penalty amounting to USD 70,000.00 net of any taxes (hereinafter, "PENALTY") without any mitigation or offset whatsoever, which the Parties deem being proportionate and fair. The Parties agree that any delay, even the slightest, will not be tolerated."*

7.2.2. No offsetting of income from other sources and mitigation of damages

58. Shortly after termination of the Contract (but before the signing of the Settlement Agreement), the Player was able to find a new employment for the rest of the 2023/2024 season with Lebanese club Al Riyadi. There, he earned a net salary of USD 57,000.00. There are no indications of any further alternative income.
59. The Player argues as a matter of precaution that his earnings from Al Riyadi should not be offset against the compensation he is claiming from the Club. He refers to article 3 of the Settlement Agreement, which explicitly excludes *“any mitigation or offset whatsoever, which the Parties deem being proportionate and fair.”* This clause together with the Club’s compliance with the payment plan, he submits, were essential for the conclusion of the Settlement Agreement and the reduction of his claim against the Club to USD 200,000.00.
60. The exclusion of mitigation or offsetting is part of article 3 of the Settlement Agreement. However, this provision deals with the PENALTY of USD 70,000.00 while the COMPENSATION of USD 200,000.00 is addressed by article 2 which does not contain an explicit exclusion of mitigation and offsetting.
61. Article 6 of the Settlement Agreement supports a *“highly formalistic construction”* of the terms of the Settlement Agreement⁷, from which it might be said to follow that the duty to offset alternative income applies to the PENALTY but not to the COMPENSATION. On the other hand, the same article 6 requires compliance with the *“exact payment*

⁷ “6. [...] This SETTLEMENT AGREEMENT has been negotiated by the Parties assisted by their legal representatives and the application of the principle contra proferentem is explicitly excluded. This SETTLEMENT AGREEMENT shall be interpreted in accordance with its terms and with a strict and highly formalistic construction of each and every one of its terms to the benefit of the PLAYER, particularly the exact payment amount/s and date/s therein agreed, as being the aggrieved Party in the claim originating the present dispute. The Parties agree that any delay, even the slightest, will not be tolerated.”

amount/s and date/s therein agreed”, which may be understood as a general exclusion of any reduction of the agreed amounts by the debtor, including a set-off prohibition.

62. BAT jurisprudence consistently holds that, as a general rule, a party seeking damages for breach of contract is under a duty mitigate those damages. This means that any amounts a player earned or could have reasonably earned elsewhere during the relevant period are typically deducted from the damages claimed.⁸ Nevertheless, BAT jurisprudence accepts that the duty to mitigate damages and to offset alternative income from other sources during the initial term of a terminated employment agreement may be excluded by contract. BAT jurisprudence also holds that even clear “no mitigation” or “no offset” clauses may be subject to review for fairness and proportionality under the *ex aequo et bono* standard. Arbitrators may decline to enforce such clauses if their application would lead to a manifestly unfair or unjust result, or if there is a striking imbalance or obvious unfair advantage to an inexperienced party.⁹
63. In light of the specific circumstances, such as (i) the fact that the Player was prepared to settle for a lower amount than he could have claimed under the Contract if the Club had complied with the payment plan and if his income from Al Riyad was not to be offset against the settlement amount, (ii) the non-compliance of the Club with the clearest payment obligations under the Contract and the Settlement Agreement, (iii) the Club’s repeated delay and refusal to make undisputed payments and (iv) the Club’s refusal to agree to FIBA’s issuance of a Letter of Clearance, which meant that the Player risked not generating any alternative income at all, and also considering that (v) the Club did not bother to respond to the Player’s claim in this procedure and (vi) did not request any offsetting, the Arbitrator finds *ex aequo et bono* that the Player has no obligation to

⁸ See e.g. BAT 1706/21, BAT 1787/21, and BAT 2006/23.

⁹ See e.g. BAT 1455/19, BAT 1457/19, and BAT 1499/20

deduct his income which he earned from Al Riyad from any amounts claimed and awarded in this arbitration.

7.2.3. No excessive penalty

64. According to the Settlement Agreement, the Club owes a PENALTY of USD 70,000.00 net of any taxes. In addition, BAT jurisprudence has sometimes treated the alternative income of a player which was excluded from offsetting by contract (here: USD 58,000.00 net) as a contractual penalty.
65. Excessive contractual penalties are subject to judicial review and reduction. BAT jurisprudence has found penalties to be disproportionate compared to the principal amount due, especially if the penalty exceeds the principal amount.¹⁰ The Arbitrator shall however respect the contractual agreement of the parties and not interfere with the contractual agreement of a penalty without the request of a party or in cases of a striking imbalance or of obvious unfair advantage to an inexperienced party.
66. Such requirements are not present in this case: The total penalty amount of USD 70,000.00 net of any taxes was the result of contract negotiations and was predictable for the Club. Furthermore, the penalty was aimed at securing compliance of the Club with the payment plan, which was essential for the Player's consent to the settlement. And finally, the penalty amount was less than the financial concession the Player made when he agreed to a settlement amount of USD 200,000.00.

¹⁰ BAT 1608/20 with further references.

67. The Arbitrator therefore finds the penalty not excessive and does not have to be adjusted.

7.2.4. Interest

68. The Player request default interest at a rate of 5 % on the overdue amounts under the Settlement Agreement, namely the accelerated instalments of USD 125,000.00 and the penalty of USD 70,000.00, both since 6 August 2024, i.e. the day following the due date for the second instalment, which remained unpaid. In light of the well-established BAT jurisprudence on the applicable interest rate and the date from which interest shall accrue, and in the absence of any contractual provision providing for a different regime on interest, the Arbitrator upholds this request.

7.2.5. Tax Certificate

69. The Player requests the Club to provide him with the pertinent Saudi Arabian taxes and social security certificates under article 4 of the Settlement Agreement.
70. The Club's obligation to provide a certificate that the local taxes and social security contributions have been paid is explicitly stated in article 4 of the Settlement Agreement. The requested certificates shall document that the Club complied with its duties under article 2 of the Settlement Agreement. Therefore, this claim is granted. The requested certificate must be understood as a first-hand confirmation of the competent authorities at the place of the Club that all applicable taxes levied by Saudi Arabian tax and social security authorities on the Club's payments to the Player have been paid by the Club.

7.3. Summary

71. The Arbitrator accepts the Player's claim for the unpaid part of the amounts agreed in the Settlement Agreement of USD 195,000.00 net of any taxes, plus interest of 5% on the claimed amount since 6 August 2024 until payment. The Arbitrator further accepts the Player's claim for an official Saudi Arabian tax and social security certificate.

8. Costs

72. In respect of determining the arbitration costs, Article 17.2 of the BAT Rules provides as follows:

"At the end of the proceedings, the BAT President shall determine the final amount of the arbitration costs, which shall include the administrative and other costs of the BAT, the contribution to the BAT Fund (see Article 18), the fees and costs of the BAT President and the Arbitrator, and any abeyance fee paid by the parties (see Article 12.4). [...]"

73. On 4 July 2025, the BAT President determined the arbitration costs in the present matter to be EUR 7,175.00.

74. As regards the allocation of the arbitration costs as between the Parties, Article 17.3 of the BAT Rules provides as follows:

"The award shall determine which party shall bear the arbitration costs and in which proportion. [...] When deciding on the arbitration costs [...], 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."

75. It is consistent with the provisions of the BAT Rules that the fees and costs of arbitration be borne by the Parties in proportion to their degree of failure in these proceedings. The Claimant's claims were fully upheld. Hence, the Respondent shall bear the entirety of the arbitration costs. Given that the Claimant paid the total Advance on Costs in the

amount of EUR 8,000.00 (of which EUR 825.00 will be reimbursed to the Claimant by the BAT), Respondent shall reimburse EUR 7,175.00 to the Claimant.

76. In relation to the Parties' legal fees and expenses, Article 17.3 of the BAT Rules provides that,

"as a general rule, the award shall grant the prevailing party a contribution towards any reasonable legal fees and other expenses incurred in connection with the proceedings (including any reasonable costs of witnesses and interpreters). When deciding [...] on the amount of any contribution to 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."

77. Moreover, Article 17.4 of the BAT Rules provides for maximum amounts that a party can receive as a contribution towards its reasonable legal fees and other expenses.
78. The Claimant claims legal fees in the amount of EUR 10,000.00. The Respondent has not participated in the proceedings and does not claim any legal fees. The Claimant also requests repayment of the non-reimbursable handling fee of EUR 4,000.00.
79. 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 10,000.00), the fact that the Respondent did not respond to the Claimant's claim, the moderate level of complexity of the matter, and the outcome of the case, the Arbitrator holds that it is fair and equitable that the Respondent pays a contribution to the Claimant's legal fees and expenses of EUR 6,000.00. The Respondent shall also repay the full non-reimbursable handling fee paid by the Claimant, i.e. EUR 4,000.00.

9. AWARD

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

- 1. Ohod Saudi Arabian shall pay Mr. Jonathon Simmons an amount of USD 195,000.00 net of any taxes together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 6 August 2024 until payment in full.**
- 2. Ohod Saudi Arabian shall provide Mr. Jonathon Simmons with official Saudi Arabian taxes and social security certificates certifying that all taxes and social security duties have been paid on Mr. Jonathon Simmons' behalf.**
- 3. Ohod Saudi Arabian shall pay Mr. Jonathon Simmons EUR 7,175.00 as reimbursement for his arbitration costs.**
- 4. Ohod Saudi Arabian shall pay to Mr. Jonathon Simmons EUR 10,000.00 as a contribution towards his legal fees and expenses**
- 5. Any other or further requests for relief are dismissed.**

Geneva, seat of the arbitration, 7 July 2025

Stephan Netzle
(Arbitrator)