

ARBITRAL AWARD

(BAT 1991/23)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Rhodri Thomas

in the arbitration proceedings between

Mr. Michael Christopher Kneisley

- Claimant 1 -

Imperative Sports Consultants LLC

13900 Norton Hill Court, Upper Marlboro, MD 20774, USA

- Claimant 2 -

Mr. Nicholas Bonnet

- Claimant 3 -

all represented by Mr. Juan de Dios Crespo Pérez and Mr. Alessandro Mosca,
attorneys at law,

vs.

Gaziantep Basketbol ve Spor A.Ş.

Karataş Mahallesi, 103401, Nolu Cadde No:21/1.,
Şahinbey Kapalı Spor Salonu Şahinbey/Gaziantep, Turkey

- Respondent -

AWARD

Upon providing both 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. Gaziantep Basketbol ve Spor A.Ş. shall pay USD 35,000.00, net of taxes, jointly to Mr. Michael Christopher Kneisley, Imperative Sports Consultants LLC and Mr. Nicholas Bonnet in respect of unpaid agent fees due under a player agreement, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof as follows:**
 - a. from 1 December 2022 until payment in full on USD 17,500.00; and**
 - b. from 2 January 2023 until payment in full on USD 17,500.00.**
- 2. 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 3,825.00, shall be borne by Gaziantep Basketbol ve Spor A.Ş. alone. Accordingly, Gaziantep Basketbol ve Spor A.Ş. shall pay EUR 3,825.00 jointly to Mr. Michael Christopher Kneisley, Imperative Sports Consultants LLC and Mr. Nicholas Bonnet. The balance of the Advance on Costs, in the amount of EUR 1,175.00, will be reimbursed jointly to Mr. Michael Christopher Kneisley, Imperative Sports Consultants LLC and Mr. Nicholas Bonnet by the BAT.**
- 3. Gaziantep Basketbol ve Spor A.Ş. shall pay EUR 4,000.00 jointly to Mr. Michael Christopher Kneisley, Imperative Sports Consultants LLC and Mr. Nicholas Bonnet as a contribution to their legal fees and expenses (including the non-reimbursable handling fee).**
- 4. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
- 5. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 3 January 2024

Rhodri Thomas
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 January 2022):

“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.