

ARBITRAL AWARD

(BAT 2074/23)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Stephan Netzle

in the arbitration proceedings between

Mr. David Pick (Pick International)

- Claimant -

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

vs.

Mr. Maurice Jerome Watson Jr.

- Respondent -

represented by Mr. Özcan Yüksel, attorney at law,

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. Mr. Maurice Jerome Watson Jr. shall pay Mr. David Pick (Pick International) agent fees in the amount of USD 10,400.00, plus interest of 5% per annum**
 - a. on the amount of USD 1,300.00 or any outstanding balance (as may be the case from time to time) thereof from 9 July 2022 until payment in full, and**
 - b. on the amount of USD 9,100.00 or any outstanding balance (as may be the case from time to time) thereof from 29 October 2022 until payment in full.**
- 2. Mr. Maurice Jerome Watson Jr. shall pay Mr. David Pick (Pick International) a reimbursement of the flight tickets in the amount of USD 3,256.00, plus interest of 5% p.a. on any outstanding balance (as may be the case from time to time) thereof from 29 November 2021 until payment in full.**
- 3. 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 4,700.00, shall be borne by 70% by Mr. Maurice Jerome Watson Jr. and 30% by Mr. David Pick (Pick International). Accordingly, Mr. Maurice Jerome Watson Jr. shall pay EUR 3,290.00 to Mr. David Pick (Pick International). The balance of the Advance on Costs in the amount of EUR 4,300.00 shall be reimbursed to Mr. David Pick (Pick International) by the BAT.**
- 4. Mr. Maurice Jerome Watson Jr. shall pay EUR 4,500.00 to Mr. David Pick (Pick International) as a contribution to his legal fees and expenses (including the non-reimbursable handling fee).**
- 5. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
- 6. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 6 May 2024

Stephan Netzele
(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.