ARBITRAL AWARD

(BAT 2099/24)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Rhodri Thomas

in the arbitration proceedings between

Mr. Jo Lual-Acuil

- Claimant 1-

Mr. Samuel Wloszczowski

- Claimant 2-

represented by Mr. Jonathan A. Jordan, attorney at law,

vs.

Dynamo Lebanon Club
Rockland Arena, Airport Road, Beirut, 1234 5678, Lebanon

- Respondent -

represented by Mr. Juan de Dios Crespo-Pérez, attorney at law,

BASKETBALL
ARBITRAL TRIBUNAL

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. **Dynamo Club Lebanon shall pay USD 20,000.00 net to Mr. Jo Lual-Acuil in respect of unpaid salary together with interest at a rate of 5 % per annum on any outstanding balance (as may be the case from time to time) thereof from 8 November 2023 until complete payment.**

2. **Dynamo Club Lebanon shall pay USD 11,758.75 to Mr. Jo Lual-Acuil as reimbursement for business class plane tickets.**

3. **Dynamo Club Lebanon shall pay USD 5,000.00 net to Mr. Samuel Wloszczowski in respect of unpaid agent fees together with interest at a rate of 5 % per annum on any outstanding balance (as may be the case from time to time) thereof from 8 November 2023 until complete payment.**

4. **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 5,250.00, shall be borne 94% by Dynamo Club Lebanon and 6% by Mr. Jo Lual-Acuil and Mr. Samuel Wloszczowski. Accordingly, Dynamo Club Lebanon shall pay EUR 4,935.00 to Mr. Jo Lual-Acuil and Mr. Samuel Wloszczowski. The balance of the Advance on Costs, in the amount of EUR 230.00, will be reimbursed to Mr. Jo Lual-Acuil and Mr. Samuel Wloszczowski by the BAT.**

5. **Dynamo Club Lebanon shall pay EUR 5,000.00 to Mr. Jo Lual-Acuil and Mr. Samuel Wloszczowski as a contribution to their legal fees and expenses (including the non-reimbursable handling fee).**

6. **Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**

7. **Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 25 November 2024

BASKETBALL
ARBITRAL TRIBUNAL

Rhodri Thomas
(Arbitrator)

BASKETBALL
ARBITRAL TRIBUNAL

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/her 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.