



ARBITRAL AWARD

(BAT 1030/17)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Annett Rombach

in the arbitration proceedings between

Olympiacos S.F.P. Sports Club of Piraeus
Alexandra Square, 185 34 Athens, Greece

represented by Ms. Cintia R Nicolau, attorney at law,
Rua Caconde 157 11, 01425-011 Sao Paulo, Brazil

vs.

Ms. Erlana Larkins

Mr. John Spencer

Ms. Jeanne McNulty-King

all represented by Mr. John Spencer, 540 Sports Entertainment LLC,
11308 Stoney Woods Drive, 27614 Raleigh, NC, USA

- Claimant -

- Respondent 1 -

- Respondent 2 -

- Respondent 3 -

1. The Parties

1.1 The Claimant

1. Olympiacos S.F.P. Sports Club of Piraeus (the “Club” or “Claimant”) is a women’s basketball club located in Piraeus, Greece. The Club currently competes in the first basketball league in Greece.

1.2 The Respondents

2. Ms. Erlana Larkins (the “Player” or “Respondent 1”) is a professional basketball player of U.S. nationality.
3. Mr. John Spencer (“Respondent 2” or the “First Agent”) and Ms. Jeanne McNulty-King (“Respondent 3” or the “Second Agent”) are basketball agents (the “Agents”) who represented the Player leading to her retainer by the Claimant. Respondents 1-3 are collectively referred to as the “Respondents”.

2. The Arbitrator

4. On 2 August 2017, Prof. Richard H. McLaren, O.C., the President of the Basketball Arbitral Tribunal (the “BAT”), appointed Ms. Annett Rombach as arbitrator (the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (the “BAT Rules”). None of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

5. On 8 July 2016, the Player entered into an employment contract with the Club (the "Player Contract"), pursuant to which the Club hired the Player as a professional basketball player for the 2016-17 season, beginning on 20 September 2016 and ending on 20 May 2017, or the day of the last official regular season game. The Player was represented by the Agents in executing the Player Contract, per the preamble of the Player Contract.
6. The Player was to receive a total remuneration of USD 190,000.00 (net), payable in 8 equal monthly instalments of USD 23,750.00, on 20 September 2016 and on the first of each month from November 2016 until May 2017, respectively (Clause I (3) and Clause II of the Player Contract).
7. Clause I (1) and (2) of the Player Contract provided for certain "*Preliminary Conditions*" regarding the Player's arrival in Greece:

*"1. [...] The present agreement will be guaranteed, following the physical examination. **The Player agrees to arrive following her WNBA season with a guaranteed 14 day break**, provided the WNBA goes beyond Sep. 20. Regardless of when the season ends, the Player will have a 14 day break but agrees to arrive in Greece by the first Eurocup game on October 23, [2016].*

2. When it is signed, this agreement guarantees payment to the Player after she has passed a medical fitness examination. This medical exam will be given within 72 hours of the Player's arrival [...] This examination will be to check any old injuries or ailments [...]"

[emphasis added]

8. With respect to grounds for a premature termination of the Player Contract, Clause IV sets forth the following:

"The Club cannot cut the Player under any circumstances other than serious professional misconduct or the reasons listed below, to be notified to the Player and the Agent by registered mail."

9. On 21 September 2016, the Player played her last game in the WNBA.
10. On 23 September 2016, the WNBA issued a letter of clearance for the Player, *"confirming that she is not currently subject to an existing and validly binding WNBA player contract"*.
11. On 30 September 2016, the Second Agent approached the Club's Team Manager, requesting to postpone the Player's arrival date by a few days due to a private issue the Player allegedly needed to take care of. On the same day, the Team Manager sent an e-mail to the First Agent, explaining that a delay of the Player's arrival is generally *"out of question"*, but that the Club would be willing to give her *"two more days"* until 6 October 2016 to arrive in Greece.
12. After certain further discussion, the Club's Team Manager, on 2 October 2016, finally confirmed by e-mail to the First Agent that the Club would accept 10 October 2016 as the Player's arrival date, *"with the condition that no other change will occur"*. The First Agent thanked the Club, and the Club subsequently provided the Player with a ticket for a flight to Athens.
13. On 7 October 2016, the Club purchased a round-trip flight ticket for the Player (Raleigh, NC – Athens; Athens – Raleigh, NC) for EUR 3,780.00.
14. On 8 October 2016 – one day before the Player's scheduled departure to Greece – the Club's Team Manager approached the Second Agent via Facebook Messenger regarding the Player's flight. At this occasion, the Second Agent informed the Team Manager that she *"just got a text from John [the First Agent] with really really shitty news..."*, that is that the Player sustained _____ and had already received an MRI

examination. She also sent a screenshot of a part of the Player's medical examination report. Upon the Team Manager's question when the injury happened, the Second Agent replied: *"that is what I don't know...don't know if it was an _____...waiting to get information."* Still on the same day, the Club's Team Manager sent an e-mail to the Agents, informing them that *"given the situation with the player's injury, there is no point on her coming to Greece on Monday 10/9/2016 and travelling injured"*.

15. On 10 October 2016, the Club's then General Manager e-mailed the Agents, requesting the following:

"You must send us:

- a. via email scanned copies of all medical records of the player ASAP and*
- b. within seven (7) days by post all the records as well, in order to be evaluated by our team's doctor."*

16. The First Agent replied immediately that he would send the Club *"the past records on her foot [...] and the Med report from medical report...."* [sic].
17. On 13 October 2016, the Club's General Manager reminded the Agents regarding the requested medical documents.
18. By e-mail to the Agents dated 15 October 2016, the Club's General Manager proposed that the Player be examined by the Club's medical team in New Orleans in order to evaluate her physical condition. She inquired about the airport from which the Player would fly out for the purpose of purchasing (at the Club' expense) the flight tickets. Furthermore, she reminded the Agents of the requested medical documents.
19. On the same day, 15 October 2015, the Club signed Greek Player Zoi Dimitrakou ("Ms. Dimitrakou") as a replacement for the Player. Ms. Dimitrakou was to earn EUR 150,000.00 for the 2016-17 season.

20. By e-mail of 16 October 2016, the Club's General Manager put the Player's Agents on notice as follows:

"Haven't received any answer to our recent e-mails. It seems that there is a lack of understanding in the urgency of the issue arising with Erlana Larkins. [...] still today we have not sufficient elements in order to evaluate from our side the condition of the player. [...] there are only two ways to let the club have a clear picture of the condition of the player. The first has been already requested by our side (examine the player in the United States by the club's medical team). The second to make the player available in Greece to pass her medical examination. Haven't received any answer to our first proposal, we are obliged to notify the player Erlana Larkins through yourself as her agent to present herself within 72 hours in Athens in order to perform her medical examination. Please advise within today 22:00 pm Greek time, date and place from where the player will fly to Athens in order to arrange all her travel details." [sic]

21. On 19 October 2016, Claimant's counsel sent a formal letter to the Agents (the "First Letter"), purporting to seek confirmation about the Player's availability to be visited by Claimant's doctors. In its summary of the preceding events, the letter mentions e-mail correspondence from the First Agent dated 18 October 2016, which, *"came too late [...] in order for the Club's medical team to make all the necessary arrangements to meet with the Player on the 19th as previously suggested by the Club."* Nevertheless, the Club again offered to come to the U.S. in order for its doctors to examine the Player on-site, and to avoid a detrimental impact on the Player's injury caused by an overseas trip:

"Such exception made by the Club also aims to assure that the Player's on-going treatment shall not be interrupted by an overseas trip [...]. This really is an exception made by the Club in face of the current circumstances since Article I, 2 of the Agreement clearly states that the Player shall pass a medical fitness examination upon arrival in Athens [...]."

With respect to the date and time of the examination, the First Letter provided as follows:

“Hence, the Club requests the Player to inform by 10pm (Greek time) on the date of receipt of this letter by registered mail, or by 10am (Greek time) on the following day (in case receipt occurs after 10pm Greek time), her availability to go through said medical evaluation to be performed by the Club’s medical team in Chapel Hill, North Carolina, U.S.A. on Thursday, 27 October 2016. [...] Please note that the Club needs the Player’s confirmation about her availability for the doctor’s visit on 27 October 2016 in North Carolina (please also confirm time and address) as soon as possible [...].”

The Agents confirmed e-mail receipt of the letter on 21 and 24 October 2016, respectively. The Claimant also received confirmation of the courier delivery on 25 October 2016.

22. On 24 October 2016, the First Agent informed the Club that Respondents had *“NO PROBLEM with your medical staff seeing Erlana Larkins in Chapel Hill, NC on the 27th of October 2016”*. The First Agent requested that the Club coordinate its times with him, and that he would then arrange for the meeting. Furthermore, the First Agent informed the Club that he had still not received the medical records from the Player’s doctors. On the same day, Claimant’s counsel sought further information from the First Agent with respect to the contact details of the Player’s personal doctor in the U.S., the doctor’s availability to meet with the Club’s doctors, and the logistical details for the meeting. Claimant’s counsel stressed that is *“very important”* to receive this information to ensure that Respondent’s doctors’ visit *“is worth it”*.
23. On 25 October 2016, the First Agent replied that he could not confirm the availability of the Player’s doctor, and suggested that the Club contacts the doctor directly. The First Agent also noted that the Club would have to coordinate the logistical details with the Player’s doctor directly. Claimant’s counsel got in touch with the Player’s doctor on the same day, but did not get any response.
24. On the morning of 26 October 2016, Claimant’s counsel tried to arrange for a conference call with the Player, the Agents and the Player’s doctor, but without success. Later that day, she sent a formal notice to Respondents (the “Second Letter”),

requesting the Player, in light of the failed attempt to arrange for a visit on-site at the Player's residence, to present herself for a medical examination at the Club's facilities in Athens, Greece, by no later than 31 October 2016. The Club explained in its letters that the Player's trip to Greece became necessary because of the un-cooperative behaviour of the Player, her Agents and her doctor in the U.S. The letter was delivered to the Agents on 27 October 2016.

25. On 28 October 2016, Claimant's counsel tried to contact the Player personally via phone, e-mail and text message, but did not receive any response. Instead, the First Agent sent the following e-mail to Claimant's counsel:

"Please note that Erlana Larkins is not flying to Greece for evaluation. You had stated that your doctors would be here and that she would be evaluated by your doctor. She will be meeting with Dr. Stafford on Saturday in Chapel Hill. If your doctors would like to come to see the evaluation in Chapel Hill and examine that is fine. But she is not flying to Greece for any [e]valuation. That was what I agreed upon."

26. On 1 November 2016, the Club's counsel sent another formal letter with a "final warning" to the Respondents (the "Final Warning Letter"). The Final Warning Letter stated that the Club did "*not agree*" with how the matter of the injury has been handled by the Player and her agents. The Club further explained, *inter alia*, that

- the Player was an employee of the Club under a valid and binding employment contract with a commencement date of 20 September 2016;
- the Player should have presented herself for medical examination in Greece by no later than 23 October 2016;
- the Club had no chance to evaluate the Player's medical status in the U.S. because it had never received the required information and logistical details from any of the Respondents or the Player's doctor;
- the Club's offer to examine the Player in the U.S. constituted no waiver of the Club's right to request the Player's presence in Greece;

- the Player had still not provided her medical records, and that the Club was still in the dark about the Player's physical condition.

The Club, as a *"last amicable attempt to reach a solution between the parties"*, informed the Player that it would be *"willing to wait the Player to finish her treatment in the U.S."* provided that the Player, cumulatively:

- submitted her complete medical records to the Club via e-mail by no later than 6 November 2016;
- arranged for a conference call between her doctor and the Club's doctor by no later than 8 November 2016;
- submitted weekly medical updates issued by her doctor about the status of her recovery;
- presented herself in Greece for physical examination by no later than 26 November 2016.

The Club further noted that *"failure to comply with any of the above within each of the deadlines shall be construed by the Club as if the Player no longer wishes to honour the Employment Agreement, and therefore has unilaterally terminated the Employment Agreement without just cause."*

27. The Agents confirmed receipt of the Final Warning Letter on the same day (1 November 2016), and the First Agent promised to pick up the medical records from the Player the same day and to send them later.
28. On 3 November 2016, the First Agent sent a copy of the Player's medical records to the Club's counsel.
29. On 4 November 2016 the Club reminded the Agents of the upcoming deadlines set out in the Final Warning (i.e. MRI scans and conference call between doctors). The Club

provided the contact details of its doctor for the Respondents to arrange a conference call between the Club's doctor and the Player's doctor.

30. On 10 November 2016, the Club sent a letter to the Player and the Agents by e-mail and courier, purporting to terminate the Player Contract with immediate effect and without financial compensation (the "Termination Letter").
31. On the same day, the First Agent replied by e-mail, arguing that neither him nor the Player received the Club's e-mail dated 4 November 2016.
32. On 5 January 2017, the Club received a request for the issuance of a letter of clearance ("LOC") for the Player from the Italian Basketball Federation. On 9 January 2017, the Club received another request for a LOC for the Player from the Israeli Basketball Federation.

3.2 The Proceedings before the BAT

33. On 3 July 2017, the Claimant filed a Request for Arbitration together with several exhibits in accordance with the BAT Rules. The non-reimbursable handling fee of EUR 3,000 had been received in the BAT bank account on 26 June 2017.
34. In the following weeks and months, the BAT tried to deliver the Request for Arbitration and BAT's first procedural order (the "Confirm Receipt") to the Respondents. The documents could not be served on Respondent 1 directly or through her former WNBA team. Neither could they be served to her through the Agents. The Request for Arbitration and the Confirm Receipt (with new deadlines) were finally delivered to the Player through her Turkish club at the time (Cukurova Basketball Club). Cucurova Basketball Club officially confirmed by letter that the documents were delivered to the Player.

35. On 18 October 2017, the BAT informed the Parties that Ms. Annett Rombach had been appointed as Arbitrator in this matter, invited the Respondent to file its Answer in accordance with Article 11.2 of the BAT Rules by no later than 8 November 2017 (the “Answer”), and fixed the amount of the Advance on Costs to be paid by the Parties as follows:

<i>“Claimant (Olympiacos S.F.P. Sports Club of Piraeus)</i>	<i>EUR 6,500.00</i>
<i>Respondent 1 (Ms Erlana Larkins)</i>	<i>EUR 4,500.00</i>
<i>Respondent 2 (Mr. John Spencer)</i>	<i>EUR 1,000.00</i>
<i>Respondent 3 (Ms. Jeanne McNulty-King)</i>	<i>EUR 1,000.00”</i>

36. On the same day, the Second Agent sent an e-mail to BAT, informing BAT that she is not the Player’s agent.
37. On 20 November 2017, BAT acknowledged receipt of the full Advance on Costs (paid entirely by Claimant). BAT also noted that Respondents had failed to submit their Answer within the prescribed time-limit. Respondents were granted a final deadline to submit their Answer by no later than 4 December 2017.
38. On 30 November 2017, Respondents submitted the Answer. Claimant was invited to comment on the Answer (the “Reply”) by no later than 31 January 2018.
39. On 31 January 2018, Claimant submitted the Reply. Respondents were invited to comment on the Reply by no later than 5 February 2018. Respondents did not file any comments.
40. By Procedural Order of 20 February 2018, the Arbitrator declared the exchange of documents to be completed, closed the proceedings and invited the Parties to submit their detailed cost accounts. Claimant submitted its cost account on 23 February 2018. Respondents did not submit any cost account.

41. As none of the Parties requested to hold a hearing, the Arbitrator decided, in accordance with Article 13.1 of the BAT Rules, not to hold a hearing and to render the award based on the written record before her.

4. The Positions of the Parties

42. This section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the parties' main arguments. In considering and deciding upon the Parties' claims in this award, the Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the award or in the discussion of the claims below.

4.1 Claimant's Position and Request for Relief

43. Claimant submits the following in substance:
- Claimant and Respondents entered into a fully valid and binding employment contract on 8 July 2016.
 - Respondents informed the Club of the Player's injury only two days before her scheduled arrival date, on 8 October 2016, despite the fact that they had known about the injury for much longer. It would have been Respondents' duty to inform the Club promptly upon the occurrence of the injury. As per Respondents' own submissions, the Player sustained the injury during the WNBA season, which ended already on 21 September 2016.
 - The Club never put the Player's health at risk. It never made unreasonable requests. All it asked for was access to the Player, in person and through full medical records, to assess the extent of the injury and to re-plan the team's strategy accordingly. The Player's failure to make herself available to the Club's

doctors either in Greece or in the U.S. constituted a gross violation of her duties under the Player Contract, which entitled the Club to terminate the employment for just cause.

- Respondents did not send the Player's medical records on 10 October 2016, as alleged by them. Claimant received a partial, blurred copy of the medical records for the first time on 3 November 2016, almost one month after it was notified by Respondents about the Player's injury.
- The Club's doctors could not meet the Player and her doctor in the U.S., because Respondents failed to provide the Club with the required details to arrange their schedules. The Club knew nothing about the facilities the Player was receiving treatment at, times of visit, available medical equipment, and availability of her private doctor. Its doctors could not simply show up in North Carolina (across the globe from Greece) without the assistance of the Player and her Agents, which was never offered or provided.
- Respondents gave very little information to the Club. The Club attempted numerous times to contact the Player directly, but without any success. Similarly, the Player's private doctor ignored the Club's requests.
- The Club did not waive any right to request the Player to come to Greece for medical evaluation by offering to visit the Player in the U.S. The Club only exceptionally proposed to send its doctors to the U.S. in an attempt to find a speedy and practical solution to the problem.
- In summary, the Player never demonstrated any intention of fulfilling the Player Contract. The vague communications from her Agents (the Player herself was completely inaccessible for the Club) were simply a way to keep the Club at bait while she had no intention to actually play in Greece.
- As a result of Respondents' breach of contract, the Club suffered severe damages. It had planned its sporting strategy for the 2016-17 season around the Player and another WNBA player, Lynette Kizer ("Ms. Kizer") as a duo. The

significant delay in reporting the injury to the Club at the eve of the beginning of the season put the latter into a very difficult situation. It had to find a replacement player “last minute”, and its whole strategy of building the team around the Larkins/Kizer-duo was torpedoed.

44. Claimant requests the following relief:

“The Club respectfully requests that the BAT makes the following orders:

- (a) that the Player must compensate the Club for the damages she caused by her bad faith and continued, repeated breach that gave the Club just cause to terminate the Contract in the amount of 190,000.00 USD;*
- (b) that the Player must reimburse the Club for the flight tickets, in the amount of USD 4,104.00;*
- (c) that the Club is entitled to its legal and other costs in bringing these proceedings, including attorneys fees, details of which shall be provided to the BAT upon request;*
- (d) that the Club is entitled to interest as awarded by BAT;*
- (e) that the Agents are found jointly liable with the Player to pay compensation to the Club, and are duly sentenced to be in breach of article 158 of the FIBA Regulations, as well as Article VI of the Contract, and are also subject to the sanctions under the terms of Articles 159-162 of the FIBA Regulations.”*

4.2 Respondents’ Position and Request for Relief

45. Respondents submit the following in substance:

- During the preceding WNBA season, the Player had sustained _____, which lingered during the season. Upon the end of the WNBA season, the Player was recommended by her U.S. doctor to undergo rehabilitation, which was to be monitored in North Carolina.

- The Agents have always responded to any requests by the Club. All medical reports were sent to the Club, for the first time already on 10 October 2016. They were ready for the Player to be examined by the Club's doctors in the U.S., but eventually it was the Club who cancelled the examinations. Accordingly, the Club forewent the opportunity to evaluate the Player's physical condition.
- The U.S. doctor could not get in touch with the Club because of statutory confidentiality obligations. The medical reports could be released only upon the Player's express written consent, and had to be retained until then.
- The Agents fulfilled all of the Club's conditions stipulated in the Final Warning Letter, except for the conference call between the doctors. The Agents, however, are not in a position to dictate the schedule of a private doctor.
- The Player had a personal right to be treated by her doctors in the U.S., in accordance with the insurance protocol. She could not be forced to travel abroad for treatment by unknown doctors at an unknown place.
- The enforceability of the Player Contract was conditioned upon the Player's passing of the medical examination. Accordingly, the Player could exercise her personal rights without being under any duties under the Player Contract.

46. Respondents request the following relief:

"The Respondents are requesting that the BAT throws out the claimants request for a trial based on the fact of the Clubs total disregard for the Player's safety and well-being."

5. The Jurisdiction of the BAT

47. Pursuant to Art. 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").

48. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
49. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus arbitrable within the meaning of Art. 177(1) PILA.
50. The Player Contract contains the following dispute resolution clause in favor of BAT (Clause VII):

"Any dispute arising from or related to the present agreement shall be submitted to the FIBA Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono."

51. The arbitration clauses are in written form and thus fulfill the formal requirements of Article 178(1) PILA.
52. With respect to substantive validity, the Arbitrator considers that there is no indication in the file which could cast any doubt on the validity of the arbitration agreement in the present matter under Swiss law (cf. Article 178(2) PILA).
53. The next question is whether the claims presented in this arbitration fall within the substantive scope (*rationae materiae*) of the arbitration agreement. The arbitration clause governs any dispute "*arising from or related to*" the Player Contract, which clearly applies to Claimant's compensation requests as far as they are based on a breach of the Player Contract. However, Claimant also requests that the Agents "*are*

duly sentenced to be in breach of article 158 of the FIBA Regulations [...] and are also subject to the sanctions under the terms of Articles 159-162 of the FIBA Regulations." These claims do neither "arise from" the Player Contract nor are they "related" thereto. They are aimed at a finding on whether the Agents complied with their obligations imposed on them by FIBA. The arbitration agreement does obviously not cover these claims.

54. However, Respondents, who participated in this arbitration, have not disputed BAT's jurisdiction on any of Claimant's claims. They have argued the present case on the merits, thereby tacitly approving Claimant's choice to pursue the FIBA-related claims in a BAT arbitration. Accordingly, the Arbitrator finds that she has jurisdiction with respect to all of the Claimant's claims (including those relating to the FIBA Rules and Regulations). Another question is whether the Claimant is the right party to pursue claims against the Agents based on a purported violation of FIBA rules. This is, however, not a question of jurisdiction, but a question of Claimant's standing to sue. It will be discussed in the merits section below.
55. For the above reasons, the Arbitrator has jurisdiction to decide the present dispute.

6. Applicable Law – *ex aequo et bono*

56. 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 reads as follows:

"the parties may authorize the arbitral tribunal to decide ex aequo et bono".

57. Under the heading "Applicable Law", Article 15.1 of the BAT Rules reads as follows:

“Unless the parties have agreed otherwise 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.”

58. In Clause VII of the Player Contract, the Parties have explicitly directed and empowered the Arbitrator to decide this dispute *ex aequo et bono* without reference to any other law. Consequently, the Arbitrator will decide the issues submitted to her in this proceeding *ex aequo et bono*.
59. In light of the foregoing considerations, the Arbitrator makes the findings below.

7. Findings

60. Claimant’s case rests on the theory that it was entitled to terminate the Player Contract prematurely for just cause because Respondents seriously breached their obligations thereunder, and that – as a result – Claimant is entitled to recover the incurred damages from them. Because the Player is the primary subject of the rights and obligations under the Player Contract, the Arbitrator will first address the Player’s liability for the alleged breaches (below at 7.1). The Agents’ personal liability will be addressed separately thereafter (below at 7.2).

7.1 The Player’s Liability

61. For the purpose of analyzing the Player’s liability for the breaches alleged by the Club, the Arbitrator will address, in turn, whether the Player indeed breached her duties under the Player Contract in a manner which entitled the Club to terminate the employment with immediate effect (below at 7.1.1), and which damages, if any, the Club may recover as a result of the (presumably justified) termination of the Player Contract (below at 7.1.2).

7.1.1 The Club's "Just Cause" Termination of the Player Contract

62. The Club alleges that the Player breached her duties under the Player Contract by:

- failing to inform the Club about her injury promptly upon the occurrence of the injury, which happened long before 8 October 2016;
- leaving the Club entirely in the dark about the nature and extent of the injury, the treatment, and the progress of the healing process; and
- failing to report to the Club in Greece upon the Club's request, and failing to make herself available to the Club's doctors in the U.S.

63. The Player argues that she provided all of the requested information, that she had every right to recover from her injury in the U.S., under the auspices of her private doctor, and that the Club was not allowed to force her travelling to Greece with the injury.

64. The legal basis for the Player's obligations vis-à-vis the Club is the Player Contract. The Parties entered into the Player Contract on 8 July 2016. Pursuant to Clause I (1), the contract was "*beginning September 20, 2016*" (after the end of the WNBA season) and was to be "*guaranteed, following the physical examination.*" Respondents are of the opinion that the Player's physical examination was a mandatory condition for the Player Contract to enter into force, which means that they were not fully bound by its terms at any time, given that a physical examination never took place.

65. The Arbitrator disagrees with Respondents. The fact that Clause I (1) provides that the "*agreement will be guaranteed, following the physical examination*" does not mean that the effectiveness of the entire Player Contract was conditioned upon the Player's passing of the physical examination. Rather, it meant that the payments the Player was promised under the contract became guaranteed against subsequent injury or other named events preventing the Player from playing for the Club. This interpretation is

confirmed by Clause I (2) of the Player Contract, which clarifies that “*this agreement guarantees payment to the Player after she has passed a medical fitness examination*” (emphasis added). Therefore, while the Player did not acquire any payment guarantee before the passing of the medical tests, the other terms and conditions of the Player Contract became fully effective on 20 September 2016, which was the designated starting date of the Parties’ employment relationship.

66. In fact, the Arbitrator wishes to emphasize that, based on the principle of *ex aequo et bono*, the Parties had certain ancillary duties ,(such as a duty of care and a duty to act in good faith vis-à-vis the other side) even before the official starting date, namely from the very moment they signed the Player Contract. This is important because of the considerable time period (more than 3 months) between the execution of the Player Contract and the official starting date – a time period in which it was clear that the Player would play basketball in the WNBA and would be exposed to potential injury and other risks.
67. An essential part of the Parties’ post-signing ancillary obligations is the duty to inform the other side of any circumstances occurring *after* the signing of the agreement, which may affect the performance of the contract. Upon the signing of an employment contract, the parties arrange their respective positions in reliance on their binding agreement. In particular, a basketball player will not look for any other employment covering the same period of time, and a club will plan its financial and sporting strategy around the hiring of the player. It is for this very reason that the parties have a mutual obligation to inform each other promptly and comprehensively of any circumstances potentially affecting the performance of the upcoming employment relationship. These good faith obligations, including the described information duties, are binding upon the Parties irrespective of whether the contract becomes effective immediately or (as here) upon a later point in time, and irrespective of whether they are explicitly mentioned in the employment contract or not. They are supporting the principle of contractual stability by obliging the parties to respect the respective other side’s legal interests in

order to avoid that the fulfillment of the main contractual duties becomes impossible or obsolete at any given time.

68. These unwritten ancillary duties are accompanied by the Player's express obligation to "[b]ehave in a manner compatible with the practice of sport at high level of competition." (Clause III. (1) a. of the Player Contract).
69. The present case centers on the question whether the Player fulfilled her good faith obligations in general and her information duties in particular in respect of the injury, which prevented her from reporting to the Club in accordance with the requirements of the Player Contract, and which forced the Club to re-arrange its roster and sporting strategy for the entire season. Respondents believe that the Player complied with her respective obligations, while Claimant maintains that she grossly violated them.
70. Claimant submitted a considerable bundle of documents in order to evidence the communications between the Player, the Agents and the Club at the time, i.e. between 8 October 2016 (when the Club was for the first time informed about the Player's injury) and 10 November 2016 (the date when the Club sent the Termination Letter). Respondents chose not to submit any evidence in corroboration of their arguments.
71. Based on the evidence submitted to her, the Arbitrator finds that the Player breached her duties under the Player Contract in a manner which gave the Club the right to terminate the Player Contract with immediate effect (see below at (i.)). The Arbitrator also finds that the Club complied with the formal requirements of a just cause-termination (below at (ii.)).

(i.) The Player's breach of contract

72. Based on the Parties submissions and evidence, the Arbitrator is satisfied that the Player breached her duties under the Player Contract vis-à-vis the Club by (1) not

informing the Club in a timely manner about the injury, and (2) denying the Club the required cooperation in assessing her injury, including the necessary rehabilitation measures and rehabilitation time. In this context, the Arbitrator notes that the Agents' acts and omissions must be directly attributed to the Player in light of the fact that, according to the Player Contract (preamble and Clause VI of the Player Contract), they represented the Player vis-à-vis the Club in connection with the Parties employment relationship.

73. First, the Player breached the Player Contract by waiting until 8 October 2016 – exactly one day before her scheduled departure to Greece – to inform the Club about her injury. It is undisputed and indeed expressly conceded by the Respondents that the Player sustained the injury much earlier, while the WNBA season was still in progress. The medical report issued by her private doctor in the U.S. (dated 28 October 2016) states that “*Erlana originally saw me when she returned from playing in the WNBA she had had a [sic] _____ during the game”,¹ that she “*continued to have pain _____*”, and that “[h]er symptoms were consistent with _____”, a suspicion which was later confirmed upon MRI examination. The Player’s last game in the WNBA was on 21 September 2016. The injury must have occurred at this game at the very latest, if not earlier. The Player was scheduled to report to the Club 14 days after the end of the WNBA season, i.e. by 6 October 2016. Given that the doctors had the right assumption on the nature and scope of the injury (split tear in the peroneal tendon, which – per the Player’s own doctor and upon Respondents’ own concession – required rehabilitation), it must have been clear that the Player would not be able to join the Club in early October 2016 as anticipated, and that the injury would majorly impact the Club’s pre-season preparations and season start. Respondents concede that it is “*common knowledge that playing too early after PRP is detrimental to recovery.*”² The*

¹ Emphasis added.

² Respondents’ Answer, p. 2.

Player's choice to wait until 8 October 2016, i.e. 17 days from the last match in the WNBA is not acceptable, given the critical stage of pre-seasons preparations which were fully in progress at the time. The Player knew that the Club expected her arrival in Greece on 10 October 2016, and that it would have its first Eurocup game on 23 October 2016. These dates were clear from the Player Contract.

74. What appears to be rather odd in this context (to say the least) is that the Player's Agents, beginning on 30 September 2016, tried to negotiate a later arrival date for the Player based on a "private issue" which the Player allegedly needed to attend to in the U.S. before leaving for Greece. While approaching the Club about the possibility to postpone the Player's flight because of that private issue, no mention was made of the injury, although it was clear at this time that the Player was injured, and that the injury had the serious potential to compromise the Player's timely start at the Club. The Player was scheduled to receive MRI on 6 October 2016, a fact that was also not disclosed to the Club.
75. Furthermore, the Arbitrator notes that Respondents did not even disclose the injury proactively. It was only upon the Club's approaching the Second Agent with respect to the Player's flight the next day that the Second Agent, for the first time on 8 October 2016, said that the Player had a foot injury. In any event, the Player's injury was not disclosed to the Club in a timely manner, which put the Club in a difficult situation on the verge of the beginning of the new season, and which constituted a breach of the Player's duties under the Player Contract.
76. Second, the Player breached the Player Contract by not being (sufficiently) cooperative with the Club in establishing and assessing her injury, which the Club needed to do in order to plan for the season, and which the Club had a right to do under the Player Contract. In particular, the Player failed to promptly provide the Club with the necessary documentary information (such as medical records), and she failed to make herself

accessible to the Club's doctors in the U.S. for a meeting with her private doctor, a meeting designated to discuss the injury and recovery. More specifically:

- Respondents did not send the Player's medical records to the Club until 3 November 2016, i.e. more than 3 weeks after the Club first requested these documents (on 10 October 2016). While the First Agent, on 10 October 2016, promised to send the records (as evidenced by an e-mail submitted by Claimant), and in fact alleges that he sent them that same day,³ this allegation remains unproven and is disputed by the Claimant. Respondents did not submit any e-mail or other evidence showing that the Player's medical records have been sent on 10 October 2016. In fact, Respondents contradict themselves when they argue, on the one hand, that the medical reports were sent on 10 October 2016, but at the same time contend that medical confidentiality duties prevented them from obtaining the medical records from the Player's doctor without the Player's consent. The First Agent himself informed the Club on 24 October 2016 that he had still not received the medical records from the Player's doctor (see above at para 20). Also, Respondents do not explain why Claimant would have felt a need to repeatedly remind the Respondents of the medical records (e.g. on 13, 15 and 16 October 2016, 1 November 2016) when they had already been delivered on 10 October 2016.
- Respondents failed to assist the Claimant with any of the Claimant's other attempts to gain information about the Player's injury and the recovery process. Specifically, the Arbitrator finds that Respondents were not sufficiently cooperative in arranging the Club's doctors' visit to the U.S. for a meeting with the Player and her private doctor. The Club offered such an on-site meeting in the U.S. twice. First, it offered, on 15 October 2016, that its doctors meet the Player in New Orleans on 19 October 2016. Respondents did not respond to this request until 3

³ See Respondents' Answer, p. 2.

days later, on 18 October 2016. The Arbitrator accepts Claimant's argument that this reply was too late for the Club's medical staff to plan and prepare a transatlantic trip to see the Player, particularly in light of the fact that the doctors had not received any medical records by that time. Second, it offered, on 19 October 2016, that its doctors meet the Player and her private doctor in _____ (the exact place where the Player resided at the time to undergo rehabilitation) on 27 October 2016. Claimant precisely explained that for such meeting to take place, it needed specific information and confirmations from Respondents regarding the logistics for such meeting within a certain deadline. Respondents did not provide the requested information. The only response given by the First Agent was that Respondents had "*NO PROBLEM*" with the Club's medical staff "*seeing Erlana Larkins in _____ on the 27th of October 2016*", but that the Club would have to arrange the meeting directly with the Player's doctor. The record evidences that Claimant tried to get in touch with the Player's doctor via telephone and e-mail, without any success. The record does not show any evidence that Respondents assisted the Claimant in its attempts to contact the Player's doctor, or that they tried to find a venue for the envisaged meeting and examination of the Player. The Arbitrator accepts that the Claimant, a Greek club with no familiarity with the facilities at _____, needed assistance from Respondents in order to examine the Player at her place of rehabilitation. The Respondents did not even assist the Claimant in arranging a conference call between them and the doctors on 26 October 2016.

- In summary, based on the evidence submitted in these proceedings, the Arbitrator finds that Respondents' conduct was evasive and uncooperative. The Player herself did apparently not bother to return the Club's calls and other attempts to get in touch with her. The Agents never actively endeavored to provide the Club with any information regarding the injury and the required recovery. In short, the Club was completely in the dark about what had happened to the Player, what measures she was undergoing for rehabilitation, and when – if at all – the Club

could expect her to travel to Greece to train and play with the team. For the avoidance of any doubt, the Arbitrator notes that this case is not about the Club “*attempting to penalize a player for exercising her right to proper medical care*”, as alleged by Respondents.⁴ The Club respected the Player’s decision to stay in the U.S. for the required recovery. It also respected the Player’s decision to receive treatment from her private doctor. The Club never questioned the quality of the medical care which the Player was receiving. However, the Club had a legitimate interest in obtaining information regarding the injury. The Club needed this information for the purpose of planning its season with or without the Player. It was this justified need for information that the Club pursued between 8 October 2016 and 10 November 2016, and that the Player and the Agents failed to respond to.

77. The Arbitrator concludes that the identified breaches of contract are of a serious nature, and that they entitled the Club to terminate the Player’s employment immediately for just cause in accordance with Clause IV of the Player Contract, which requires a “*serious professional misconduct*” on the part of the Player. A player’s physical ability to play for a club is at the heart of any basketball employment relationship. In fact, it is a player’s primary duty to provide his or her services as a skilled basketball player to the club for the duration of the agreement. Any impediment to the player’s ability to fulfill this duty significantly affects the entire contractual relationship. Accordingly, the parties must act in good faith in response to such impediment by, *inter alia*, promptly providing all necessary information and by cooperating with the contractual counter party in order to find a mutually acceptable solution. The Player breached these essential duties grossly, which gave the Club the right to terminate the Player Contract for the reason of “*serious professional misconduct*”.

(ii.) Respondent’s notice of termination

⁴ Respondents’ Answer, p. 2.

78. Pursuant to Clause IV of the Player Contract, the Club had to notify the Player and the Agents by registered mail about the termination of the Player Contract. Claimant submitted proof in this arbitration that the Termination Letter of 10 November 2016 was indeed sent by registered mail, and that it was delivered at the offices of the Agents. The letter was also sent via e-mail. The First Agent replied to the Termination Letter on the same day, which proves that he was in due receipt of the termination notice. Because the First Claimant acted as the Player's representative, pursuant to the Player Contract, the notice of termination must also be attributed to the Player.
79. The Arbitrator also finds that the Club sufficiently warned the Respondents in advance of the Termination. Claimant, through counsel, sent formal letters to Respondents on 19 October 2016 (the First Letter), on 26 October 2016 (the Second Letter), and on 1 November 2016 (the Final Warning Letter). In the Final Warning Letter, Claimant made it very clear that it would consider the employment terminated if Respondents failed to fulfill certain conditions within certain designated time limits in relation to the lack of information from which Claimant was still suffering.
80. As a result, the Club complied with the further (formal) requirements for termination. The Club is entitled to claim compensation for the Player's breach of contract. This issue will be discussed now.

7.1.2 The Club's Damages

81. The Club argues that as a result of the Player's breaches and the premature termination of the Player Contract, it must receive compensation from the Respondents. As a matter of principle, compensation can only be awarded if it is demonstrated, to the comfortable satisfaction of the Arbitrator, that the injured party suffered a (financial) loss. More specifically, the injured party has to show that as a result of the breach of contract, its financial situation is worse than it would be had the

other party complied with his or her contractual duties. Here, this is where this case becomes difficult.

82. If one looks only at the relevant financial numbers disclosed by Claimant in this arbitration, the Club has not suffered any monetary damage. The Club never paid to the Player a single cent of her salary. As a replacement for the Player, the Club hired Ms. Dimitrakou, whose salary was lower than the Player's promised salary. Speaking in strict mathematical terms, the Club indeed saved money by hiring Ms. Dimitrakou, who was cheaper than Respondent 1.
83. Claimant acknowledges this fact, but argues that it would be unfair for the Club not to receive any compensation in light of the Player's faulty and damaging behavior and the severe complications which the Club had to face as a result thereof. Claimant relies on BAT jurisprudence in a similar case, in which the BAT arbitrator found that when the Player's unjustified departure from the club causes substantial complications for the latter in maintaining its competitive level, the Club is entitled to compensation in the form of a "special indemnity", even if the suffered damage is difficult or impossible to quantify.⁵
84. The Arbitrator agrees with the legal principles developed in BAT 0209/11 and finds it justified to adopt them for the present case. The impossibility of determining a concrete financial detriment which a club suffered as a consequence of a player's unjustified absence should not award the Player with a "free ticket" to walk away from his or her contractual commitments, and to leave the Club behind with a disturbed season's preparation and reduced chances of success. This is all the more important in a team sport such as basketball, where the hire of a specific player is part of an overall sporting strategy, aimed at putting together a roster of players who are expected to

⁵ BAT 0209/11.

form a homogeneous and competitive team. A player who interferes with such planning by breaking his or her contractual promises without just cause must indemnify the Club for the complications he or she has caused, in particular when the player's departure occurs on the eve of the beginning of a new season.

85. When calculating the quantum of the special indemnity, the Arbitrator has a wide range of discretion, especially when she is empowered to decide *ex aequo et bono*. Claimant seeks the amount of the Player's total annual salary, USD 190,000.00, arguing that the Club would also be liable for the full contractual amount in case of an early termination of the employment by the Player. The Arbitrator does not consider this to be a compelling analogy, given the fact that the Player's damages are principally mitigated by any amounts the harmed player earned or could have earned at a new club. In BAT 0209/11, the arbitrator awarded the club an amount equaling three monthly salaries under the circumstances he had been presented with (player left shortly before the commencement of the preparation and the start of the new season, club had taken efforts to increase the player's potential).
86. Considering the circumstances of the present case, where the Player significantly delayed the disclosure of the injury, was inaccessible to the Club, made it impossible for the Club to determine the nature and scope of the injury, gave false or contradictory information through the Agents, and – in the end – simply showed no intention to fulfill her contractual duties, the Arbitrator finds a compensation in the amount of three monthly salaries (which equals of 37.5% of the Player's total annual salary), i.e. USD 71,250.00, to be fair and appropriate.
87. Additionally, the Club is entitled to be reimbursed for the round-trip flight ticket it bought on behalf of the Player on 7 October 2016 (EUR 3,780.00). It would not have bought this ticket had Respondents informed it earlier of the Player's injury.

7.2 The Agents' Liability

88. The Club requests that the Agents be held jointly and severally liable with the Player to indemnify it for its losses. It argues that the Agents acted in bad faith by not communicating properly with the Club about the Player's injury. Claimant primarily bases this claim on the Agents' alleged breach of their obligations under the FIBA Internal Regulations. However, the Arbitrator notes that the Club, as a non-party to the relationship between FIBA and any FIBA-licensed agent, may not derive personal rights or claims from the assumed breach of the Agents' duties under the FIBA Internal Regulations. For the Club to establish a claim directly against the Agents, it needs to demonstrate that the Agents breached a duty they owed specifically to the Club, not to any third party (such as FIBA). For this reason, the Club has no standing to bring a claim which is aimed at sentencing the Agents for a breach of the FIBA Internal Regulations (last part of lit. e) of Claimant's prayers for relief).
89. Any claim against the Agents personally must be rooted in a special legal relationship between the Agents and the Club. While the FIBA Internal Regulations do not provide such *inter partes* legal relationship between the Agents and the Club, the Player Contract in fact does. Although the preamble of the Player Contract only mentions the Agents as representatives of the Player (not as direct parties), the agreement awards personal rights to the Agents (payment of agency fees), and provides for obligations which they personally and directly owe to the Club. Specifically, Clause VI of the Player Contract provides that the Agents agree "*to provide ongoing support, advice and participation throughout the agreement period...*" Hence, the Agents are not merely appointed as broker dealers procuring the Player Contract, but more comprehensively as service providers who owe special duties to both the Player and also to the Club. The duty to provide "*support, advice and participation*" includes the good faith duty to communicate properly with the Club in relation to any issue relevant for the Parties' employment relationship.

90. The Agents breached their information duties by failing to disclose the Player's injury earlier, and by being uncooperative regarding the Club's various request for information (as described in detail above). For the First Agent, who handled the communications with the Club, this is rather clear.
91. The Second Agent defends herself by alleging that the Player is not "her" player, and that she *"only helped get her signed to Olympiakos at their request as they did not know her agent."* The Arbitrator finds that this defense is irrelevant, even assuming it were true. The Second Agent is identified as the Player's agent in the Player Contract just as the First Agent is. She assumed the same obligations, including the obligation to provide *"support, advice and participation"* throughout the agreement. In fact, the Second Agent continued to communicate with the Club after the signing. It was the Second Agent who negotiated the initial postponement of the Player's arrival date, and it was also the Second Agent who first informed the Club about the Player's injury. The fact that the Second Agent repeatedly stated that the First Agent is the one in possession of relevant information does not change this analysis. The Second Agent made a contractual promise and was to be remunerated for that promise. She also undertook the above-described duties, and she is responsible for any breach of these duties, just as the First Agent is.
92. In conclusion, the Arbitrator finds that the Agents are jointly and severally liable with the Player to pay the Club the damages determined above.

7.3 Interest

93. The Player Contract does not provide for any obligation by the Respondents to pay interest in case of a breach of duty. However, it is a generally accepted principle embodied in most legal systems and reflected in the BAT jurisprudence that default interest can be awarded even if the underlying agreement does not explicitly provide for a respective obligation. The Arbitrator, *deciding ex aequo et bono* and in accordance

with constant BAT jurisprudence, considers an interest rate of 5% per annum to be fair and just.

94. Claimant does not mention a specific date from which it requests interest. Hence, the Arbitrator will grant interest as from the date when the Request for Arbitration was received by BAT (3 July 2017).

7.4 Summary

95. In summary, the Arbitrator finds that Respondents are jointly and severally liable:

- to pay Claimant a special indemnity in the amount of USD 71,250.00, plus interest of 5% p.a. from 3 July 2017;
- to pay Claimant compensation for the flight ticket in the amount of EUR 3,780.00, plus interest of 5% p.a. from 3 July 2017.

96. Claimant's claim that the Agents be sentenced to be in violation of the FIBA Internal Regulations and be found to be subject to sanctions thereunder is dismissed.

8. Costs

97. Article 17 of the BAT Rules provides that the final amount of the costs of the arbitration shall be determined by the BAT President and that the award shall determine which party shall bear the arbitration costs and in what proportion; and, as a general rule, shall grant the prevailing party a contribution towards its legal fees and expenses incurred in connection with the proceeding.

98. On 27 July 2018 – considering that pursuant to Article 17.2 of the BAT Rules “the BAT President shall determine the final amount of the costs of the arbitration, which shall include the administrative and other costs of BAT and the fees and costs of the BAT

President and the Arbitrator”; that “the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the BAT President from time to time”, and taking into account all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and the procedural questions raised – the BAT President determined the arbitration costs in the present matter to be EUR 13,000.00.

99. Considering that Claimant prevailed on the main question in this arbitration, i.e. the Respondents’ liability for their breaches of the Player Contract, it is consistent with the provisions of the BAT Rules that 100% of the fees and costs of the arbitration, as well as 100% of Claimant’s reasonable costs and expenses, be borne by Respondents. The Arbitrator does not consider it necessary to reduce Claimant’s compensation for costs and fees on the basis that Claimant lost a part of the claim on the quantum side. The quantum of the compensation claim fell within the Arbitrator’s wide discretion, and the Arbitrator was required to exercise this discretion independently from the number suggested by Claimant.
100. Furthermore, of specific relevance in regard of the cost decision is an aspect of Article 17.3 of the BAT Rules (“*[W]hen deciding on the arbitration costs and on 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*”). Additionally, the Arbitrator notes the provisions of Article 17.4 of the BAT Rules as follows:

“The maximum contribution to a party’s reasonable legal fees and other expenses (excluding the non-reimbursable handling fee) shall be as follows:

Sum in Dispute (in Euros)	Maximum contribution (in Euros)
up to 30,000	5,000
from 30,001 to 100,000	7,500
from 100,001 to 200,000	10,000
from 200,001 to 500,000	15,000
from 500,001 to 1,000,000	20,000
over 1,000,000	40,000

In case of multiple Claimants and/or Respondents, the maximum contribution is determined separately for each party according to the foregoing table on the basis of the relief sought by/against this party.”

Given that the present claim falls within the range of EUR 100,001 to 200,000, the maximum contribution to Claimant’s legal fees and expenses is EUR 10,000. It is irrelevant that the claim is targeted against three different Respondents, because Claimant can obtain the claimed amount only once, not separately from all Respondents. Claimant incurred legal fees and expenses in a total amount of USD 10,840.78, plus the handling fee of EUR 3,000.00. Considering that the present case was complex, both factually and legally, the Arbitrator grants the Claimant the amount requested which – on the date of this award – is below the maximum possible contribution (i.e. EUR 10,000), i.e. USD 10,840.78 in legal fees in addition to EUR 3,000.00 for the handling fee.

101. In sum, the Arbitrator finds that pursuant to Article 17.3 of the BAT Rules:

- Respondents shall pay EUR 13,000 to Claimant, being the arbitration costs advanced by the latter;
- Respondents shall pay USD 10,840.78 and EUR 3,000 to Claimant, representing a contribution by them to Claimant’s reasonable legal fees and expenses;



BASKETBALL
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9. AWARD

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

- 1. Ms. Erlana Larkins, Mr. John Spencer, and Ms. Jeanne McNulty-King are ordered to pay jointly and severally to Olympiacos S.F.P. Sports Club of Piraeus USD 71,250.00 net, plus interest of 5% p.a. on such amount from 3 July 2017 until payment.**
- 2. Ms. Erlana Larkins, Mr. John Spencer, and Ms. Jeanne McNulty-King are ordered to pay jointly and severally to Olympiacos S.F.P. Sports Club of Piraeus EUR 3,780.00 net, plus interest of 5% p.a. on such amount from 3 July 2017 until payment.**
- 3. Ms. Erlana Larkins, Mr. John Spencer, and Ms. Jeanne McNulty-King are ordered to pay jointly and severally to Olympiacos S.F.P. Sports Club of Piraeus EUR 13,000.00 as a reimbursement of the arbitration costs advanced by the latter.**
- 4. Ms. Erlana Larkins, Mr. John Spencer, and Ms. Jeanne McNulty-King are ordered to pay jointly and severally to Olympiacos S.F.P. Sports Club of Piraeus USD 10,840.78 and EUR 3,000.00 as a contribution towards the latter's legal fees and expenses.**
- 5. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 2 August 2018

Annett Rombach
(Arbitrator)