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**FIBA Arbitral Tribunal (FAT)**

## **ARBITRAL AWARD**

**(0040/09 FAT)**

by the

**FIBA ARBITRAL TRIBUNAL (FAT)**

**Mr Quentin Byrne-Sutton**

in the arbitration proceedings between

**Ms Alexis K. Hornbuckle**, 4 Championship Drive, Auburn Hills, MI 48326 USA

**Mr Brian Dyke**, c/o Shibumi Sports, 4771 Sweetwater Blvd Suite 228, Sugarland, TX 77479 USA

**Mr John J. Baptiste**, c/o Gladiator Sports, 10420 Lake Terrace, Hurst, TX 76053 USA

**- Claimants -**

vs.

**Beşiktaş Jimnastik Kulübü**, Süleyman Seba Caddesi, No:48 BJK Plaza, Akaretler, Beşiktaş 34357, Istanbul, Turkey

**- Respondent -**



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### 1. The Parties

#### 1.1. The Claimants

1. Ms Alexis K. Hornbuckle (the "Player") is a professional basketball player, who was playing for the basketball club Beşiktaş (the "Club") at the time the dispute arose.
2. Mr Brian Dyke and Mr John J. Baptiste (hereinafter referred to collectively as the "Agents") are two of the three agents that negotiated the "*Professional Basketball Contract*" of July 2008 between the Player and the Club.

#### 1.2. The Respondent

3. Beşiktaş is a professional basketball club in Turkey.

### 2. The Arbitrator

4. On 17 April 2009, the President of the FIBA Arbitral Tribunal (the "FAT") appointed Mr. Quentin Byrne-Sutton, as arbitrator (hereinafter the "Arbitrator") pursuant to Article 8.1 of the Rules of the FIBA Arbitral Tribunal (hereinafter the "FAT Rules"). None of the parties has raised objections to the appointment of the Arbitrator or to the declaration of independence issued by him.

### 3. Facts and Proceedings

#### 3.1. Summary of the Dispute

5. The Claimants and the Club entered into a contract entitled "*Professional Basketball Contract*" on 7 July 2008 (the "Contract").



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6. According to Article I.1 of the Contract it was for a fixed-term engagement of the Player beginning on 1 October 2008 and ending on 1 May 2009, i.e. for a period of seven months.
7. According to Article II.1 of the Contract the Player would receive a total net salary of USD 130,000, payable in eight monthly installments of USD 16,250, beginning in September 2008 and ending in April 2009.
8. Article II.9 of the Contract stipulates that:

*“The Club agrees that this agreement is no-cut guaranteed agreement and that the Club shall not have right to suspend or release the Player in the event that the Player does not exhibit skill or competitive ability, or in the event that an injury shall befall the Player. The Club shall continue to pay the Player her guaranteed salary payment and provide the housing provided herein for the full term of this Agreement at the times and amounts as specified above.”*

9. According to Article III.1 a)-d) the Player must:

*“a) Behave in a manner compatible with the practice of sport at a high level of competition.  
b) Participate in a serious and sportive manner in all practices, games and other activities scheduled by the Club.  
c) Respect the coach’s and the Club’s Board of Director’s instructions.  
d) Respect the disciplinary regulations of the Club which will be given to the Player after the medical check.”*

10. Article IV.1 provides that:

*“Under no circumstances other than serious professional misconduct (if Player does not comply with rules and regulations of the Turkish Basketball Federation, the team regulations, FIBA regulations and during testing and doping control or if the Player is convicted for the usage and/or trafficking of illegal substances) to be notified to the Player by registered mail within 48 hours, can the Club cut the Player”.*

11. Article IV.2 provides, among others, that:

*“In the event that payments are not made by the Club, within 30 (thirty) work days of the scheduled payment date, Player shall immediately be entitled to all salaries under the*



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*contract and shall have no further obligations to the Club”.*

12. Article V.1-3 stipulates that: *“The Club agrees to pay a commission fee to the Player’s representatives ... the amount of 13’000,00 USD net + VAT for the 2008-09 season”*, by December 31<sup>st</sup>, 2008, and that the agents’ commission shall be subject to the same contractual rules as the Player’s salary and guaranteed in the same manner.
13. The Player alleges that when she arrived in Istanbul in October 2008 she found a dirty, bug-infested apartment and that, despite receiving reassurances from the Club that it would address the problem, the situation did not change; causing her to move in with her teammate Laura Harper.
14. She also contends the vehicle provided by the Club was in bad condition, broke down and was not returned for about three weeks.
15. Furthermore, according to the Player, the Club paid her monthly salary installments late from the outset and not in one go.
16. The Club contests the foregoing allegations.
17. According to the Club, the apartment provided to the Player was located in one of the most exclusive districts of Istanbul, the Player never in fact complained about its cleanliness and decided to move in with a teammate for reasons of personal choice.
18. The Club underlines that the Player was provided with a vehicle as per the Contract and was paid all the amounts owed to her up to the moment when the Club rightfully terminated her Contract for cause on 27 February 2009.
19. On 18 February 2009, the Club wrote to the Player as follows:

*“We hereby inform you that, you are observed as not performing at the desired level as a basketball player. You will be subject to a special training program until you reach the expected shape and form. The details (time, place, trainer, etc.) of your training program*



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*will be provided to you everyday at least 24 hours before the practice via e-mail. Therefore, you will not be attending the team practices and games of Beşiktaş Cola Turka Women's Basketball Team as of today due to the coaching staff's decision".*

20. On 24 February 2009, the Player's agent John J. Baptiste addressed a letter to the Club, reacting on behalf of the Player as follows:

*"I am writing in regards to the contract between Besiktas and Alexis Hornbuckle signed the 7th of July 2008 and the fact that Besiktas has not lived up to the terms of the agreement. Each month the club has failed to pay the salary on time and the January salary to date has not been paid. Besiktas also has not paid the agent fee, which was due by December 31, 2008. [...] We also have not received any type of clarification on why Ms. Hornbuckle was suspended for 10 days and it appears that this is an act designed to force Ms. Hornbuckle to want to break the contract and leave early. We are clearly disappointed in the club for taking such action against Ms. Hornbuckle who has done all that was asked of her despite the fact; Besiktas has not honored her contract. [...] Your immediate attention to these matters has been requested numerous times via telephone and we feel we have no other recourse but to submit a claim to the FIBA Arbitrate Tribunal".*

21. Shortly thereafter, on 27 February 2009, the Club sent the Agents a letter notifying them as follows that the Contract was terminated:

*"We hereby inform you that; the Turkish Basketball Federation Standard Player Contract dated 17.10.2008 and the Professional Basketball Contract dated 07.09.2008 signed between the player and you act as agent of, Alexis Kay'ree Hornbuckle and Beşiktaş Jimnastik Kulübü Dernegi, are terminated by the decision of Executive Board of Beşiktaş Jimnastik Kulübü Dernegi dated 23.02.2009 and No: 2009/08. The player you act as agent of, Alexis Kay'ree Hornbuckle, is notified about the situation by the attached letter sent by 2nd Notary Public of Beşiktaş dated 26.02.2009 and No: 3454".*

22. The attached letter of the notary public, recorded as follows the reasons for the termination decided on 23 February 2009 by the Beşiktaş Executive Board:

*"... [the contracts] have been terminated for just cause and without any compensation, pursuant to Beşiktaş Cola Turka Women's Basketball Team Disciplinary Regulations, and to article 35.c of the section IV of Turkish Basketball Federation's 2008-2009 Contractual Athlete's License, Registration and Transfer Regulations, because of the fact that you are leading an unseemly lifestyle which might do harm to Beşiktaş Sports Club's overall prestige and good standing and that, despite all warnings, you did not give up your such unwanted acts and that you made it a habit of exhibiting to attitudes and acts running contrary to disciplinary regulations and you are acting in a slack and undisciplined way*



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*both during team exercises and contests and that, despite all warnings, you did not make any efforts for positive self-development, thereby having negative impact on efforts and motivation of other teammates and, thus, causing the team lagging behind its targets”.*

23. Considering the foregoing termination of the Contract to be unjustified and contractual payments in favor of the Player and the Agents to be outstanding, the latter filed a request for arbitration with FAT on 14 April 2009.

24. In its request for arbitration, the Claimants also complained that:

*“On March 11, 2009 an article was posted on the Internet about Alexis being linked to another player who was said to have done a strip tease at a Turkish nightclub. Alexis’s picture was placed next a provocative photo of her teammate, which we believe will limit her ability to secure a future job in Turkey and could affect her career in Europe”.*

### 3.2. The Proceedings before the FAT

25. On 14 April 2009, the Claimants filed a Request for Arbitration in accordance with the FAT Rules, and subsequently duly paid the non-reimbursable fee of EUR 2,778.16.

26. On 5 May 2009, the FAT informed the parties that Mr Quentin Byrne-Sutton had been appointed as the Arbitrator in this matter and fixed the amount of Advance on Costs to be paid by the Parties as follows:

<i>“Claimant 1 (Mr Dyke)</i>	<i>EUR 1,000</i>
<i>Claimant 2 (Mr Baptiste)</i>	<i>EUR 1,000</i>
<i>Claimant 3 (Ms Hornbuckle)</i>	<i>EUR 3,000</i>
<i>Respondent (Besiktas JK)</i>	<i>EUR 5,000”</i>

27. On 19 May 2009, the Claimants paid their advance on costs in a total amount of EUR 5,000.00.

28. On 26 May 2009, Beşiktaş submitted its Answer.

29. On 27 May 2009, the FAT Secretariat reminded the Claimants that they would have to substitute for the Respondent with respect to the advance on arbitral costs because the



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latter had not paid its portion thereof.

30. On 23 July 2009, the Claimants made the substitute payment in an amount of EUR 5,000.00
31. On 6 August 2009, the Arbitrator issued a Procedural Order requesting the parties to provide additional information.
32. On such basis, the Claimant and the Respondent submitted further particulars on 6 and 26 August 2009 respectively.
33. Since none of the parties requested a hearing, the Arbitrator decided in accordance with Article 13.1 of the FAT Rules not to hold a hearing and to deliver the award on the basis of the written submissions of the parties.
34. On 9 September 2009, by Procedural Order, the Arbitrator closed the proceedings and requested the parties to submit their accounts of costs.
35. On 14 September 2009, the Claimants submitted their costs, and subsequently specified that any arbitration costs and contribution to their fees and expenses that Respondent was ordered to pay should be paid to Mr Brian Dyke. On 17 September 2009, the Respondent also submitted its costs.

### **4. The Positions of the Parties**

#### **4.1. The Claimants' Position**

36. The Claimants submit the following in substance:
  - The Club was not entitled to terminate the Contract before its first fixed term.



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- The Club had no cause for termination of the Contract.
- Consequently, the Club must pay the Player and its Agents all outstanding amounts due under the Contract.
- Moreover, the Club's actions have damaged the Player's reputation and it must therefore pay the Player punitive damages in compensation therefore.

37. On such basis, the Claimants request the following relief:

*"1. Three months salary – February 2009, March 2009 & April 2009: \$48,750.00 payable to Alexis Hornbuckle.*

*2. Agent fee plus 10% late fee: \$13,000.00 (agent fee) + \$1,300.00 (late fee per month from January to April) – total fee plus interest \$18,200.00 payable to Brian Dyke and John J. Baptiste.*

*3. Punitive damages: \$100,000.00 – payable to Alexis Hornbuckle.*

*4. Full covered costs of this Arbitration payable to Brian Dyke.*

*5. Interest at the applicable Swiss statutory rate on \$66,950.00 starting from the 28<sup>th</sup> of February 2009, payable to Alexis Hornbuckle, Brian Dyke and John J. Baptiste"*

### **4.2. Respondent's Position**

38. The Respondent submits the following in substance:

- The Player was acting in a manner and exhibiting a lifestyle that put the Club's reputation and image in jeopardy. Furthermore, she was behaving in a slack and undisciplined manner during training and contests that had a negative impact on her performance, the motivation of her teammates and the team's performance.
- Her conduct in question was in violation of Section V §1,10,12,18 and 19 of the "Beşiktaş Basketball Branch Discipline and Punishment Regulations" (the



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“Beşiktaş Regulations”) and of Section IV, Article 35(c) of the “Directives of Turkish Basketball Association on Licensing, Registration, and Transfer of Players” (the “Directives of the Turkish Basketball Association”) for the season 2008/2009.

- Despite being warned that her behaviour was unacceptable, it did not change.
- Consequently, the Club had no other option than to terminate her Contract and was entitled to do so under article VIII c of the Beşiktaş Regulations and Section IV, article 35 (c) of the Directives of the Turkish Basketball Association.
- Moreover, the Club lived up to all its contractual obligations and paid all amounts due up until the date of termination; meaning that no payments are outstanding.
- The Club was not in any manner involved in publishing the disparaging article on Internet and the Club does not support it.

39. On such basis the Respondent requires that the Arbitrator “... *reject the application made by the player, and impose court charges and attorney fees on the player*”.

### 5. The jurisdiction of the FAT

40. Pursuant to Article 2.1 of the FAT Rules, “[t]he seat of the FAT and of each arbitral proceeding before the Arbitrator shall be Geneva, Switzerland”. Hence, this FAT arbitration is governed by Chapter 12 of the Swiss Act on Private International Law (PILA). The jurisdiction of the FAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.



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41. The Arbitrator notes that the dispute referred to him is clearly of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA<sup>1</sup>.
42. The jurisdiction of the FAT over the dispute results from the arbitration clause in article VII of the Contract, which reads as follows:

*“Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitrate Tribunal (FAT) in Geneva, Switzerland and shall be resolved in accordance with the Arbitration Rules by a single arbitrator appointed by the FAT President. The seat of the arbitration shall be in Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties’ domicile. The language of the arbitration shall be English. Awards of FAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. The parties expressly waive recourse to the Swiss Federal Tribunal against decisions of the CAS upon appeal, as provided in article 192 of the Swiss Act on Private International Law. The arbitrator and CAS upon appeal shall decide the dispute ex aequo et bono.”*

43. The Contract is in written form and thus the arbitration agreement fulfills the formal requirements of Article 178(1) PILA.
44. 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). In particular, the wording “[a]ny dispute arising from or related to the present contract” clearly encompasses the present dispute. In addition, the Respondent has not challenged the Arbitrator’s jurisdiction.
45. Furthermore, the Club, the Player and the Agents are all signatories of the Contract and therefore subject to the arbitration agreement, it being clear from the content of the document and the circumstances that John J. Baptiste signed on behalf of the Agents whose right to a commission fee is provided under article V of the Contract.

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<sup>1</sup> Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.



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### 6. Discussion

#### 6.1. Applicable Law – *ex aequo et bono*

46. 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*”, by opposition to the decision according to the rule of law referred to in Article 187(1). Article 187(2) PILA is generally translated into English as follows:

*“the parties may authorize the arbitral tribunal to decide ex aequo et bono”.*

47. Under the heading "Applicable Law", Article 15.1 of the FAT 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.”*

48. Article VII of the Contract provides that the arbitrator shall decide the dispute “*ex aequo et bono*”. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to him in this proceeding.

49. 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'arbitrage<sup>2</sup> (Concordat)<sup>3</sup>, under which Swiss courts have held that arbitration “*en équité*” is fundamentally different from

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<sup>2</sup> That is the Swiss statute that governed international and domestic arbitration before the enactment of the PIL. Today, the Concordat governs exclusively domestic arbitration.

<sup>3</sup> P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PIL.



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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.”<sup>4</sup>*

50. This is confirmed by Article 15.1 of the FAT Rules *in fine*, according to which the Arbitrator applies “*general considerations of justice and fairness without reference to any particular national or international law*”.
51. In light of the foregoing considerations, the Arbitrator makes the findings below.

### 6.2. Findings

52. The Arbitrator finds that the Contract, the regulations the Respondent itself invoked when terminating the Contract and general considerations of fairness all coincide in preventing the termination notified on 27 February 2009 from being deemed justified and valid.
53. To the extent the termination was based partly on any lack of performance of the Player, this would be unjustified since article II.9 of the Contract expressly stipulates that: “.... *The Club shall not have right to suspend or release the Player in the event that the Player does not exhibit skill or competitive ability ...*”.
54. Furthermore, although there was nothing preventing it from asking the Player to follow a special training programme, if the Club believed the Player was underperforming fairness required that the Player be given a reasonable opportunity to adapt her training before any other measures were taken.

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<sup>4</sup> JdT 1981 III, p. 93 (free translation).



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55. In that relation, the documents on record tend to indicate that the Club's attitude was contradictory and unfair.
56. Indeed, despite having formally put the Player on notice on 18 February 2008 that she must submit to a special training programme – thus implying that the Club was investing in measures to improve her performance in future games – the Club's Executive Board decided on 23 February to terminate her contract, i.e. only 5 days later.
57. With respect to discipline, the Player undoubtedly had duties to respect in accordance with Article III.1 a)-d) of the Contract. However, at the same time, both the foregoing provision of the Contract and Section IV, Article 35 (c) of the Directives of the Turkish Basketball Association refer to the Beşiktaş Regulations as the guiding disciplinary rules in determining what precisely constitutes misconduct, what procedure must be followed to sanction it and what the sanctions are.
58. Section V of the Beşiktaş Regulations contains a list of acts that are deemed to constitute misconduct, and Article VIII a list of related sanctions that depend on the gravity of the breach.
59. Under Sections V and VIII of the Beşiktaş Regulations, the only breaches that may be sanctioned by the Club unilaterally terminating a player's contract are the breaches defined in Sections V.15 (in essence illegal behaviour and doping offences) and V.22 (pregnancy). Offences of such type have not been invoked by the Club and did not form the basis of its termination decision.
60. Fines are the only sanction provided for any other type of disciplinary breach defined in Section V of the Beşiktaş Regulations and for those forms of breach invoked by the Club in this case and relied on in its notice of termination of 27 February 2008. Moreover, the system of fines instituted by Section VIII of the Beşiktaş Regulations



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addresses the problem of repeated misconduct by providing for increased fines for acts repeated up to four times or more.

61. Thus, the Beşiktaş Regulations did not entitle the Club to terminate the Contract for the reasons it relied on at the time and is invoking in this arbitration.
62. The Club would have been entitled to fine the Player as per Section VIII of the Beşiktaş Regulations, and subsequently to apply additional and higher fines if the Player did not comply.
63. The system instituted by Sections V and VIII of the Beşiktaş Regulations is based on the principle of proportionality – with more serious breaches and repeated breaches being sanctioned more severely – and the notion of warnings (since each fine also serves as a warning, in light of the regulations, that another higher fine can follow for the same act if repeated), both of which stem from considerations of fairness.
64. Consequently, by ignoring the content of its own disciplinary regulations, the Club not only breached the regulations and the Contract, but also acted unfairly.
65. In addition, it is not clear from the evidence on record that the minutes filed by the Respondent recording the alleged acts of misconduct of the Player were ever communicated to the Player at the time of the acts in question and could therefore serve as warnings.
66. For the above reasons, the Arbitrator finds that the termination notified to the Player by the Respondent on 27 February 2008 was both unfair and in breach of the Contract.
67. Consequently, the Club shall be required to compensate the Player and the Agents for the payments still owed under the fixed term of the Contract.
68. Since the Club does not deny that the payments in question being claimed remain



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unpaid and the evidence on record establishes that they were not paid, the Club shall be ordered to make them.

69. In keeping with the logic of article IV.2 of the Contract, the amounts owed to the Player became due on the date of the wrongful termination, i.e. on 27 February 2009, and, in application of article V.2 of the Contract, the amount being claimed by the Agents became due on 31 December 2008.
70. The Claimants are requesting a form of penalty of 10% for late payment on top of interest for late payment at a rate equivalent to the Swiss statutory rate.
71. Since the Contract does not foresee a penalty for late payments but provides the Player instead with the right to immediately terminate the Contract beyond 30 days of delay, the request for a 10 % penalty is dismissed. However, it is a recognized general principle of contract law, which is underpinned by motives of equity, that late payments give rise to interest – in order that the creditor be placed in the financial position she/he would have been in had due payments been made on time. Consequently and despite the Contract not specifying an interest rate, it is normal and fair that interest is due on the late payments. Furthermore, a rate of 5%, equivalent to the Swiss statutory rate invoked by the Claimants, is fair and reasonable.
72. It is an established principle that interest runs from the day after the date on which the amounts are due. Therefore, in the present case, insofar as the Player is concerned, interest shall run from the day after termination, i.e. 28 February 2009, and for the Agents' claim, interest shall run from 1 January 2009.
73. With respect to the "punitive" damages requested by the Player as compensation for the possible negative effect on her reputation and contractual opportunities in Turkey caused by the article posted on Internet, the Arbitrator finds there is no evidence that the Club was involved in any manner with the publication of the article in question and



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cannot therefore in all fairness be deemed responsible. Accordingly, the corresponding claim for compensation by the Player is rejected.

### 7. Costs

74. Article 19.2 of the FAT Rules provides that the final amount of the costs of the arbitration shall be determined by the FAT President and may either be included in the award or communicated to the parties separately. Furthermore, article 19.3 of the FAT Rules provides 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 proceedings.
75. On 27 October 2009, considering that pursuant to article 19.2 of the FAT Rules “*the FAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of FAT and the fees and costs of the FAT President and the Arbitrator*”, and that “*the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the FAT President from time to time*”, 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 FAT President determined the arbitration costs in the present matter at EUR 7,170.00
76. Considering the Claimants prevailed in their argument that the Contract was unjustly terminated and in their respective claims for compensation for outstanding salary payments and fees, it is fair that the costs of arbitration be borne by the Respondent.
77. Given that the Claimants paid to FAT the totality of the advance on arbitration costs of EUR 10,000 as well as a non-reimbursable handling fee of EUR 2,778.162, and



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considering the Claimants have requested that any payment relating to the costs of arbitration be made to Mr Brian Dyke, the Arbitrator decides that in application of article 19.3 of the FAT Rules:

- (i) FAT shall reimburse EUR 2,830.00 to Mr Brian Dyke, being the difference between the costs advanced by the Claimants and the arbitration costs fixed by the FAT President.
- (ii) The Respondent shall pay to Mr Brian Dyke EUR 7,170.00, being the difference between the costs advanced by the Claimants and the amount which is going to be reimbursed to them by the FAT.
- (iii) The Respondent shall pay to Mr Brian Dyke EUR 2,778.162 representing the amount of the Claimants' legal fees and expenses.



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### **8. AWARD**

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

1. Beşiktaş Jimnastik Kulübü shall pay to Ms Alexis K. Hornbuckle USD 48,750.00 as compensation for wrongful termination of the Professional Basketball Contract of 7 July 2008, with interest at 5% per annum from 28 February 2009.
2. Beşiktaş Jimnastik Kulübü shall pay to Mr Brian Dyke and Mr John J. Baptiste jointly an amount of USD 13,000.00, as compensation for the agents' commission fee provided in article V of the Professional Basketball Contract of 7 July 2008, with interest at 5% from 1 January 2009.
3. Beşiktaş Jimnastik Kulübü shall pay to Mr Brian Dyke an amount of EUR 7,170.00 as compensation for the advance on costs paid by the Claimants to the FAT.
4. Beşiktaş Jimnastik Kulübü shall pay to Mr Brian Dyke an amount of EUR 2,778.00 as compensation for the Claimants' legal fees and expenses.
5. Any other or further requests for relief are dismissed.

Geneva, seat of the arbitration, 29 October 2009

Quentin Byrne-Sutton  
(Arbitrator)



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### Notice about Appeals Procedure

cf. Article 17 of the FAT Rules

which reads as follows:

#### "17. Appeal

Awards of the FAT can only be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland and any such appeal must be lodged with CAS within 21 days from the communication of the award. The CAS shall decide the appeal *ex aequo et bono* and in accordance with the Code of Sports-related Arbitration, in particular the Special Provisions Applicable to the Appeal Arbitration Procedure."