BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 1028/17)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Raj Parker

in the arbitration proceedings between

Mr. Chevron Troutman

- Claimant -

represented by Mr. Sébastien Ledure and Mr. Wouter Janssens, attorneys at law,
Place Flagey Plein 18, 1050 Brussels, Belgium

vs.

Grono Sportowa Spólka Akcyjna/Stelmet Zielona Góra BC

- Respondent -

represented by Mr. Adam Goliński, attorney at law,
ul. Żeromskiego 19/1, 65-066 Zielona Góra, Poland

1. The Parties

1.1 The Claimant

1. Mr Chevron Troutman (hereinafter the **"Claimant"**) is a professional basketball player of US nationality.

1.2 The Respondent

2. Grono Sportowa Spólka Akcyjna/Stelmet Zielona Góra BC (hereinafter the **"Respondent"**) is a professional basketball club seated in Poland.

2. The Arbitrator

3. On 2 August 2017, Prof. Richard H. McLaren, the President of the Basketball Arbitral Tribunal (hereinafter the **"BAT"**), appointed Mr. Raj Parker as arbitrator (hereinafter the **"Arbitrator"**), pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (hereinafter the **"BAT Rules"**).

4. Neither party has raised any objection to the appointment of the Arbitrator or to his declaration of independence.

3. Facts and Proceedings

3.1 Background Facts

5. On 15 July 2014, the Claimant and Respondent signed an agreement for the 2014/15 and 2015/16 playing seasons (hereinafter the **"Initial Playing Agreement"**).

6. The provisions of the Initial Playing Agreement were written in both English and Polish. Only the English provisions will be cited in this Award. Neither party has disputed the accuracy of the English wording.

7. The preamble to the Initial Playing Agreement stated that the Claimant was entitled to USD 250,000 net for the 2014/15 playing season, payable in ten equal monthly instalments:

> *"The Club shall play the Player a fully guaranteed salary of $250'000,00 US Dollars Net for the 2014/2015 season. $250,000,00 shall be paid in ten (10) equal monthly installments to the Player."*

8. Under the heading *"Payments for the Player for 2014/2015 season"*, Article 4 of the Initial Playing Agreement set out the following provisions for payment:

> "*Article 4. Payments for the Player for 2014/2015 season*
>
> *The Club agrees to pay 10'000,00 USD net as follows:*
>
> - *USD 1'000,00 on September 30th 2014*
> - *USD 1'000,00 on October 30th 2014*
> - *USD 1'000,00 on November 30th 2014*
> - *USD 1'000,00 on December 30th 2014*
> - *USD 1'000,00 on January 28th 2015*
> - *USD 1'000,00 on February 30th 2015*[1]
> - *USD 1'000,00 on March 30th 2015*
> - *USD 1'000,00 on April 30th 2015*
> - *USD 1'000,00 on May 30th 2015*

[1] The Arbitrator assumes that this date is an error and the correct dates should be January 30th 2015 and February 28th 2015.

- *USD 1'000,00 on June 30th 2015*

(1) *In connection with Player's services for the Club, Club agrees to pay the Agent of the Player following amounts for image rights of the player: 240'000,00 USD plus 6% tax paid after settled invoice as follows:*

- *USD 24'000,00 on September 15th 2013*
- *USD 24'000,00 on October 15th 2013*
- *USD 24'000,00 on November 15th 2013*
- *USD 24'000,00 on December 15th 2013*
- *USD 24'000,00 on January 15th 2014*
- *USD 24'000,00 on February 15th 2014*
- *USD 24'000,00 on March 15th 2014*
- *USD 24'000,00 on April 15th 2014*
- *USD 24'000,00 on May 15th 2014*
- *USD 24'000,00 on June 15th 2014"*

9. Article 4 also provided that the *"Club agrees to pay the Player bonuses – 500,00 USD net for every won game in Euroleague or Eurocup."* The bonuses were to be paid *"…within 15 days from the last game of the club playing season."*

10. Pursuant to Article 11 of the Initial Playing Agreement, the Claimant was entitled to interest of 10% per annum from the fourteenth day any salary or bonus payment was late:

"Article 11. Liability

In case of any and all payments described in Article 4 which are received later than 14 (fourteen) days after the scheduled payment dates noted, the interests will be imposed at the rate 10% per annum…"

11. Under Article 5 of the Initial Playing Agreement, the Claimant was required to comply with the Respondent's Club rules:

> "*Article 5. Rights and Obligations of the Player*
>
> *1. The Player agrees to observe and comply with all requirements of the Club regarding conduct of the basketball team and its players […] A serious and conscious breach of the Club rules by the Player may effect an instant dissolving of the agreement by the Club, without its any further responsibility and liability to the Player.*
>
> *[…]*
>
> *3.Prohibition of alcohol and drugs. Infringement of this rule will be penalized with fine and/or termination of the contract by player fault."*

12. Under Article 6 of the Initial Playing Agreement, *"[d]etention of alcohol in the body of the player during roadside checks by the police is tantamount to being under the influence of alcohol at work (training, matches, team trips)."*

13. Article 13(2) and (3) of the Initial Playing Agreement provided that:

> "Article 13. Ending of the Agreement
>
> *[…]*
>
> *2.This Agreement can be terminated prior to its term by the mutual consent of the parties, or unilaterally by any of the parties in cases stipulated in this Agreement. Unilateral termination of the Agreement shall become effective 7 (seven) days after the written notice of such termination was provided to the*

other party.

3. The Club agrees that at the conclusion of the term of this Agreement, or if this Agreement is terminated earlier by either of the parties, all of Player's rights shall revert back to Player and Club shall not receive any remuneration for these rights from Player or any other professional basketball club […]"

14. Article 14 of the Initial Playing Agreement stipulated that the Agreement contained the entire agreement between the parties:

"Article 14. Entire Agreement

This Agreement (including any Annexes hereto) contains the entire agreement between the parties and sets forth all components of the Player's remuneration from the Club or any person or entity affiliated with, related to, or controlled by the Club, or any person or entity owning an interest in the Club, and there are no undisclosed agreements of any kind, express or implied, oral or written."

15. On 26 March 2015, the Claimant committed an *offence* _____

16. On the same day, the Respondent terminated the Initial Playing Agreement.

17. The Respondent submits that the termination was communicated to the Claimant's agent by way of letter (hereinafter the **"Notice of Termination"**), which stated:

"*I hereby terminate abovementioned Agreement (including both the sport and image contracts) with the immediate effect, at the Players* (sic.) *fault and expenses, without any financial obligations from the Club side."*

18. The reason cited for the termination was the *Claimant's offence*_____ The letter further stated that:

> *"Additionally, […] the Club decides to impose to the Player the common penalty of the fine 300% of the player's monthly salary (total amount USD 75 000).*
>
> *[…] Finally the Club reserves the right to withdraw the statement on the termination of the Agreement upon the conditions separately agreed in written* (sic.) *with the Player and his Agent."*

19. On 3 April 2015, the Respondent signed a new agreement with the Claimant, dated 26 March 2015, for the remainder of the 2014/15 season (hereinafter the **"Subsequent Playing Agreement"**).

20. The preamble to the Subsequent Playing Agreement stated that the Claimant was entitled to USD 37,500 net for the 2014/15 playing season, payable in three equal monthly instalments:

> *"The Club shall play the Player a fully guaranteed salary of $37,500,00 US Dollars Net for the 2014/2015 season. $37,500,00 shall be paid in three (3) equal monthly installments to the Player."*

21. Under the heading *"Payments for the Player for 2014/2015 season"*, Article 4 of the Initial Playing Agreement set out the following provisions for payment:

> "*Article 4. Payments for the Player for 2014/2015 season*
>
> *The Club agrees to pay 3'000,00 USD net as follows:*

- *USD 1'000,00 on April 30th 2015*
- *USD 1'000,00 on May 30th 2015*
- *USD 1'000,00 on June 30th 2015*

(1) In connection with Player's services for the Club, Club agrees to pay the Agent of the Player following amounts for image rights of the player: 34'500,00 USD plus 6% tax paid after settled invoice as follows:

- *USD 14'000,00 on April 15th 2015*
- *USD 14'000,00 on May 15th 2015*
- *USD 6'500,00 on June 15th 2015"*

22. Article 4 also provided that the *"Club agrees to pay the Player bonuses:…1st place at the end of the Polish League – 17'500,00 USD."* The bonuses were to be paid *"…within 15 days from the last game of the club playing season."*

23. As with Article 11 of the Initial Playing Agreement, under Article 11 of the Subsequent Playing Agreement, the Claimant was entitled to interest of 10% per annum from the fourteenth day any salary or bonus payment was late.

24. Article 14 of the Subsequent Playing Agreement was also in identical terms to Article 14 of the Initial Playing Agreement.

25. On 9 June 2015, the Respondent played its final game of the 2014/15 season and won the Polish league. The Claimant played in that game.

26. On 5 April 2016, the Claimant's legal representatives wrote to the Respondent, stating that the Claimant had received payment of the first three instalments of the 2014/15 salary (for September, October and November 2014) for an aggregate of USD 75,000 but had not received the following four instalments for December 2014

and January to March 2015, for an aggregate amount of USD 100,000. Further, the Claimant had not received the performance bonus for winning three Eurocup games, for an aggregate amount of USD 1,500.

27. In addition, the Claimant had received an aggregate amount of USD 10,000 under the Subsequent Playing Agreement but had not received the remaining aggregate amount of USD 45,000, comprising the remaining salary payments of USD 27,500 and the USD 17,500 bonus payment.

28. The Claimant informed the Respondent that proceedings would be commenced with the BAT unless an aggregate payment of USD 146,500 was received in 10 days.

29. On 24 April 2016, the Respondent replied stating that:

    i. The Initial Playing Agreement was terminated, pursuant to Articles 5 and 13 of that Agreement, as a result of the _____ *Claimant's offence*;
    ii. On 28 March 2015, the Claimant _____;
    iii. On 31 March 2015, the Claimant made a public statement apologising for his conduct;
    iv. On 31 March 2015, the Claimant and his agent signed the Subsequent Playing Agreement that "erased" the previous two-year contract and employed the Claimant for the remainder of the 2014/15 season on a new basis;
    v. The Respondent's owner paid the fine ordered by the court of USD 2,500 and assisted the Claimant to obtain legal advice;
    vi. The Claimant has not been paid in full the USD 37,500 under the Subsequent Playing Agreement or USD 17,5000 as a bonus payment because the Respondent *"still did not get a return on the costs it had to take to hire legal counselling group to act on behalf of Mr Troutman…"*;
    vii. The Respondent was willing to pay a total of USD 21,225 in four instalments, which it calculated as USD 55,000 minus the USD 10,000 already paid, USD

18,450 for legal costs, USD 2,500 for bail, USD 2,500 paid by way of fine and USD 325 for damage to the car. The offer was valid until 30 April 2016.

30. On 2 November 2016, the Claimant's legal representatives wrote to the Respondent. They stated that:

    i. The Subsequent Playing Agreement was complementary to the Initial Playing Agreement. As a result, the amounts owed under the Initial Playing Agreement remained due;
    ii. The Claimant rejected the alleged expenses outlined by the Respondent.

31. The Claimant's legal representatives stated that their letter was a final formal notice for the amount of USD 146,500 and that the Claimant would initiate proceedings in the BAT within 10 days if that amount was not received.

32. On 23 November 2016, the Respondent replied, stating that:

    i. It executed its right to terminate the Initial Playing Agreement by fault of the Claimant by providing notice on 26 March 2015. The Claimant was informed that his contract was being terminated and that the Respondent would impose a fine of USD 75,000.
    ii. The Subsequent Playing Agreement was agreed after the Initial Playing Agreement was terminated. Upon conclusion of the Subsequent Playing Agreement, the parties were not bound by the provisions of the Initial Playing Agreement;
    iii. The terms of Article 13(3) of the Initial Playing Agreement do not apply in cases where the Agreement is terminated by fault of the Player.

33. On 23 January 2017, the Claimant's legal representatives wrote to the Respondent stating that it would initiate proceedings before the BAT by 1 February 2017.

34. On 31 January 2017, the Respondent replied that it maintained its position as set out in the letter of 23 November 2016.

3.2 The Proceedings before the BAT

35. On 5 June 2017, the BAT received a non-reimbursable handling fee of EUR 3,000 (hereinafter the **"NRF"**) from the Claimant.

36. On 30 June 2017, the Claimant filed the Request for Arbitration (hereinafter **"RFA"**) in accordance with the BAT Rules.

37. By letter dated 7 August 2017, the Respondent was notified that any Answer to the RFA must be filed by no later than 28 August 2017. The parties were also notified of their obligation to pay an Advance on Costs (hereinafter **"AOC"**), in the sum of EUR 6,000 each by no later than 21 August 2017.

38. On 29 August 2017, the Respondent filed its Answer.

39. On the same day, the Claimant paid its share of the AOC. The BAT subsequently acknowledged receipt of the Claimant's AOC of EUR 6,000, notified the Claimant that the Respondent had failed to pay its share of the AOC and invited the Claimant to pay the Respondent's share of the AOC by no later than 8 September 2017.

40. On 7 September 2017, the Claimant paid the Respondent's share of the AOC of EUR 6,000.

41. On 27 September 2017, the Arbitrator issued a Procedural Order (hereinafter the **"First Procedural Order"**) requesting further information from the Claimant and the Respondent by no later than 11 October 2017 (see below).

42. On 11 October 2017, the Respondent filed its response to the First Procedural Order. On the same day, the Claimant requested an extension of time to respond to the First Procedural Order, until 25 October 2017, which was granted by the Arbitrator.

43. On 25 October 2017, the Claimant filed its response to the First Procedural Order.

44. On 29 November 2017, the Arbitrator issued a second Procedural Order (hereinafter the **"Second Procedural Order"**) requesting further information from the Claimant and the Respondent by no later than 20 December 2017 (see below).

45. On 20 December 2017, both the Claimant and the Respondent filed their responses to the Second Procedural Order.

46. On 5 February 2018, the Arbitrator issued a third Procedural Order (hereinafter the **"Third Procedural Order"**) requesting further information from the Respondent by no later than 19 February 2018 (see below).

47. On 19 February 2018, the Respondent filed its response to the Third Procedural Order.

48. On 12 March 2018, the BAT informed the parties that the proceedings had closed.

49. On 20 March 2018, the Respondent filed its account of costs.

50. On 21 March 2018, the Claimant filed his account of costs. The Claimant noted that he had not been invited to reply to the Respondent's submissions, filed in response to the Procedural Orders.

51. On the same day, the Respondent objected to the Claimant filing his account of costs late and requested permission to respond to the Claimant's "unsolicited submissions".

52. On 26 March 2018, the BAT informed the parties that the Arbitrator would accept the Claimant's account of costs and would not accept any further submissions.

53. In the absence of a request by the parties, the Arbitrator decided, in accordance with Article 13.1 of the BAT Rules, not to hold a hearing and to deliver the Award on the basis of the written submissions and evidence submitted by the parties.

4. The Positions of the Parties

4.1 The Claimant's position

54. In his RFA, the Claimant claims for:

(1) Payment of USD 146,500 as outstanding salary and bonus payments;
(2) Interest payment of 10% or, alternatively, 5% on the outstanding amounts as from 14 days after their respective due dates until the date of full payment;
(3) All legal expenses and costs.

55. Of the amount claimed, USD 100,000 relates to salary payments for December 2014 and January to March 2015, which the Claimant asserts remain unpaid and are due to him. In addition, the Claimant claims USD 1,500 as an aggregate bonus payment on the basis that the Respondent won three Eurocup games on 25 November, 10 December and 17 December 2014 in which the Claimant played.

56. The remaining USD 45,000 relates to unpaid salary payments of USD 27,500 and a bonus payment of USD 17,500 under the Subsequent Playing Agreement.

57. The Claimant disputes that the Subsequent Playing Agreement "erased" the Initial Playing Agreement and submits that it is "undisputable" that the salary instalments and bonuses earned by the Claimant under the Initial Playing Agreement remain due.

The termination of the Initial Playing Agreement and signing of the Subsequent Playing Agreement did not affect the Claimant's acquired rights.

58. The _____ *Claimant's offence* did not result in an irreversible breach of the relationship given that the Respondent signed the Subsequent Playing Agreement. Instead, the Claimant submitted that the Respondent used the _____ *Claimant's offence* as a trigger to renegotiate its financial obligations towards the Claimant and reduce the Claimant's aggregate salary entitlement by 50%.

59. In relation to the payments under the Subsequent Playing Agreement, the Respondent acknowledged that it still owed the Claimant USD 55,000. The Claimant disputes any of the deductions claimed by the Respondent, amounting to a total of USD 23,775.

60. In the First Procedural Order of 27 September 2017, the Arbitrator sought the following information and evidence in respect of the Claimant's claim:

    i. An explanation for the delay in making a claim to the BAT and evidence of any attempts that were made to claim payment prior to 5 April 2016.
    ii. Documentary evidence that the payments under the Initial Playing Agreement for September, October and November 2014 were paid directly to the Claimant.
    iii. The date on which the Claimant was paid the USD 10,000 under the Subsequent Playing Agreement, with relevant documentary evidence.
    iv. Whether the Claimant accepts that the Subsequent Playing Agreement was signed on 3 April 2015.
    v. Whether the Claimant accepts that he was provided with the Notice of Termination, dated 26 March 2015.
    vi. Whether the Claimant accepts that the "apology", referred to in the Respondent's Answer, was made on 31 March 2015.

vii. Whether the Claimant accepts that:
   a. On 26 March 2015, he _____ *committed the offence*;
   b. On 28 March 2015, he _____;
   c. On 28 September 2015, he was found guilty of the *offence*.

viii. _____.

61. The following requests for information were addressed to both parties:

i. Whether the fine of USD 75,000, stipulated in the Notice of Termination, was paid and, if not, why.

ii. An explanation of the following passage in the Notice of Termination - *"the Club reserves its right to withdraw the statement on the termination of the Agreement upon the conditions separately agreed in written with the Player and his Agent"* – including what the conditions were and whether they were relied upon.

iii. Clarification of to whom the payments under Article 4 of the Initial Playing Agreement and Article 4 of the Subsequent Playing Agreement were made. Pursuant to Article 4 of both Agreements, the monthly salary payments were divided between the Claimant and the Claimant's Agent. However, the preamble of the Initial Playing Agreement stated that the Claimant shall be paid a fully guaranteed salary of USD 250,000 net for the 2014/15 season and the preamble of the Subsequent Playing Agreement stated that the Claimant shall be paid a fully guaranteed salary of USD 37,500 net for the 2014/15 season.

62. On 25 October 2017, the Claimant responded to the First Procedural Order. In relation to the question of delay, the Claimant stated that he played his final game with the Respondent on 9 June 2015 and could not have been expected to initiate proceedings against the Respondent until after that date. On 23 September 2015, the Claimant contacted an agency representative, Beobasket, regarding overdue

payments. Having still not received payment, the Claimant then contacted legal representatives in October 2015. At the time, he was involved in a case against another basketball club. After a formal notice against that club was sent, the Claimant started preparing his case against the Respondent and sent counsel his power of attorney in April 2016.

63. In addition, on 25 January 2016, the BAT issued an award in the case of 0738/15 *Mr Jure Lalic v Stelmet Zielona Gora BC* (hereinafter the **"Lalic award"**). On 4 May 2016, FIBA's Secretary-General imposed a transfer ban as a result of the Respondent's failure to execute the Lalic award. The Claimant was advised to assess the Respondent's solvability before incurring any costs. Pursuing a case in the BAT would require around EUR 10,000 to 15,000 and the Claimant needed time to collect the necessary funds.

64. The Claimant submitted that the principle of *Verwirkung* is not applicable as the delay of 10 months between the Claimant's last game, on 9 June 2015, and the first formal notice to the Respondent on 5 April 2016, is not significant. Further, the Respondent had no reasonable grounds to believe that the Claimant would not pursue his rights.

65. In relation to the other information sought, the Claimant submitted that:

i. The Claimant received payments of USD 23,974 on 16 October 2014, USD 8,534 on 12 November 2014 and USD 23,974 on 18 February 2015;
ii. The Claimant received a payment of USD 10,974, under the Subsequent Playing Agreement, on 17 April 2015;
iii. The Subsequent Playing Agreement was signed on 3 April 2015;
iv. The Claimant was not provided with a copy of the Notice of Termination. That Notice has been fabricated by the Respondent during these proceedings; the document dated 26 March 2015 was provided *in tempore suspecto*. The Claimant was informed by an associate of Beobasket agency that the Initial

Playing Agreement was terminated on 27 March 2015;

v. The Claimant accepts that he issued an apology on 31 March 2015;

vi. The Claimant accepts that he was charged and detained for _____ the *offence*. He does not know what the outcome of any Polish court proceedings were as, at that time, he was playing professional basketball in France;

vii. The Claimant never received notification of the imposition of a fine and never paid one;

viii. The payments under Article 4 of the Initial and Subsequent Playing Agreements were due to the Claimant. Any allocation to the Claimant's representative agent were made *pro fisco* and it is indisputable that the Claimant was the ultimate beneficiary.

66. In the Second Procedural Order of 29 November 2017, the Arbitrator sought the following information and evidence in respect of the Claimant's claim:

i. Banking statements, or other suitable documentation, evidencing payments under the Initial and Subsequent Playing Agreements.

ii. Further information in relation to payments received under the Initial and Subsequent Playing Agreements. In its response to the First Procedural Order, the Claimant stated that he received USD 23,974 on 16 October 2014, USD 8,534 on 12 November 2014, USD 23,974 on 18 February 2015 and USD 10,974 on 17 April 2015. However, in his RFA, the Claimant stated that he received USD 75,000 as the September – November 2014 instalments but did not receive payment for the February 2015 instalment.

67. In response, on 20 December 2017, the Claimant provided banking statements evidencing the payments and which showed that the payment in April 2015 was made on 1 April 2015 rather than 17 April 2015. The Claimant also explained that, in the absence of any labelling for the payments, he had allocated the payments received as USD 25,000 for September 2014, USD 25,000 for October 2014 and USD 6,482

for November 2014, regardless of the effective payment dates. Similarly, he allocated the payment of USD 10,974 to April 2015.

4.2 The Respondent's position

68. In its Answer, the Respondent stated that, as a result of the _____ *Claimant's offence*, it had grounds to terminate the Initial Playing Agreement and to impose a fine. The Respondent executed its right to terminate the Agreement by way of the Notice of Termination, dated 26 March 2015. The Claimant's actions also harmed the Respondent's reputation and resulted in the Respondent incurring damages as the Respondent sought legal help for the Claimant and covered the costs of his legal expenses.

69. In relation to outstanding payments under the Initial Playing Agreement, the Respondent submitted that, upon termination of the Initial Playing Agreement, the Claimant had no monetary claims against the Respondent as the Subsequent Playing Agreement created new obligations for both parties. The Claimant lost the right to demand any payments arising from that Agreement. At the same time, the Respondent asserted that any outstanding monetary liabilities are subject to deduction by the amount of the imposed fine, of USD 75,000.

70. In the First Procedural Order of 27 September 2017, the Arbitrator sought the following information and evidence from the Respondent in addition to the questions posed to both parties outlined at paragraph 61 above:

    i. Whether the Respondent disputes that it won three Eurocup games on 25 November, 10 December and 17 December 2014.
    ii. Clarification of the following passage in the Respondent's Answer: *"In the notice dated March 26, 2015, the Player was also informed that the Parties may reach a different conclusion, which the Parties did by signing the*

agreement dated March 26, 2015. The agreement dated July 15, 2014 had been terminated by both Parties. If the Parties had not reached a mutual understanding and did not sign the agreement dated March 26, 2015, the agreement dated July 15, 2014 would have been terminated by the subject notice of the termination."

iii. A copy of the Club rules, referred to at Article 5 of the Initial Playing Agreement.

iv. An explanation of the basis on which the Respondent disputes that the Claimant is owed USD 45,000 under the Subsequent Playing Agreement.

71. On 11 October 2017, the Respondent replied that:

i. It did not dispute that it won three Eurocup games on the dates outlined.

ii. Even if the parties had not signed the Subsequent Playing Agreement, the Initial Playing Agreement was terminated by means of the Notice of Termination. There is no basis for asserting that the Initial Playing Agreement remained in force after 26 March 2015.

iii. It has off-set the damages incurred from the Claimant's behaviour against the outstanding salary payments of USD 45,000 under the Subsequent Playing Agreement.

iv. Payments made under Article 4 of the Initial and Subsequent Playing Agreement were paid to the Claimant and his agent respectively.

72. In the Second Procedural Order of 29 November 2017, the Arbitrator sought the following information and evidence in respect of the Respondent's case:

i. A response to the Claimant's assertion that the Notice of Termination was fabricated for these proceedings as well as evidence that the Notice was provided to the Claimant.

ii. Evidence in support of its assertion that payments under the Initial Playing

Agreement were divided between the Claimant and his agent.

73. In addition, the Respondent had referred to evidence from the Claimant's former Agent, Mr Miodrag Raznatovic, but had not provided any evidence from him. The Respondent was reminded that a hearing would only be held on a decision of the Arbitrator and that, if the Respondent wanted to rely on evidence from Mr Raznatovic, it had to provide such evidence in writing.

74. On 20 December 2017, the Respondent replied, rejecting the Claimant's assertions in relation to the Notice of Termination and providing evidence that the Notice was sent to the Claimant and his representative by email on 26 March 2015.

75. The Respondent further provided an "Assignment of Rights of Image" concluded between the Claimant and Arras Sport Service Ltd. (hereinafter **"Arras"**) and a "Contract of Sale for the Rights of Image" concluded between Arras and the Respondent.

76. In the Third Procedural Order of 5 February 2018, the Arbitrator sought the following information and evidence in respect of the Respondent's case:

    i. Clarification of why further submissions, as requested in its response to the Second Procedural Order, were required, on what issues, and why it did not request the right to file further submissions sooner.
    ii. Evidence of any direct payments to the Claimant's agent in light of the Respondent's assertion that payments under the Initial Playing Agreement were divided between the Claimant and his agent.

77. On 19 February 2018, the Respondent provided a series of invoices, which were not accompanied by a certified translation in breach of Article 4.2 of the BAT Rules. Those documents appear to show transfers from the Respondent to Arras of USD

25,440 on 9 October 2014, USD 10,000 on 6 November 2014, USD 25,440 on 16 February 2015 and USD 11,660 on 27 March 2015. The Respondent did not provide evidence of any further payments to Arras or the Claimant's agent.

5. Jurisdiction

78. Pursuant to Article 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 (hereinafter **"PILA"**).

79. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.

80. 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.[2]

45. Article 15 of the Initial Playing Agreement provided as follows:

> *"Article 15. Governing Law. Dispute Resolution.*
>
> *1.Any dispute arising from or related to the present contract shall be submitted to the Basketball 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."*

[2] Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

81. Article 15 of the Subsequent Playing Agreement was in identical terms.

82. The Initial and Subsequent Playing Agreements are in written form and thus the arbitration clauses fulfil the formal requirements of Article 178(1) PILA. 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 agreements under Swiss law (referred to by Article 178(2) of the PILA). In particular, the wording "*Any dispute arising from or related to the present contract*" clearly covers the present dispute.

83. The Arbitrator finds that he has jurisdiction to adjudicate all aspects of the claim at hand.

6. Applicable Law – *ex aequo et bono*

84. 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",* as opposed to a 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".*

85. Under the heading "Law Applicable to the Merits", Article 15.1 of the BAT Rules provides 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."*

86. Article 15 of the Initial and Subsequent Playing Agreements also provided that "*The arbitrator shall decide the dispute ex aequo et bono*."

87. In light of the above, the Arbitrator will decide the issues submitted to him in this proceeding *ex aequo et bono,* applying general considerations of justice and fairness without reference to any particular national or international law.

88. In light of the foregoing matters, the Arbitrator makes the following findings:

7. Findings

89. The issues for determination in this case are:

(1) Whether the claim is time-barred;

(2) Whether the Respondent owes the Claimant unpaid salary and bonus payments under the Initial Playing Agreement or whether the termination of the Initial Playing Agreement and signing of the Subsequent Playing Agreement extinguished the Respondent's financial liability under the Initial Playing Agreement;

(3) Whether the Respondent owes the Claimant unpaid salary and bonus payments under the Subsequent Playing Agreement;

(4) If the Respondent owes the Claimant salary and/or bonus payments under either Agreement, whether the Respondent is liable for late penalty payments.

7.1 Delay

90. On the Claimant's case, the amounts claimed pursuant to the Initial Playing

Agreement were due between 15 December 2014 and 30 March 2015. The Claimant did not send a formal letter requesting payment from the Respondent until 5 April 2016. In that letter, the Claimant's representatives stated that a claim to the BAT would be made within 10 days if the monies claimed were not paid. Similarly, in a subsequent letter of 2 November 2016, the Claimant's representatives stated that a claim to the BAT would be made within 10 days if the monies claimed were not paid. In a letter of 23 January 2017, the Claimant's representatives stated that proceedings before the BAT would be initiated on 1 February 2017. The Claimant's RFA was not filed with the BAT until 30 June 2017.

91. The Claimant submitted that his claim is not time-barred on his own initiative, although the Respondent has not raised an objection to the Claimant's RFA on the basis of delay. Even if it had, the Arbitrator would not have found that the Claimant's claim was time-barred, applying the principle of *Verwirkung*. While the Claimant failed to exercise his rights over a significant period of time, the Respondent did not have reasonable grounds to rely on the assumption that the Claimant would not avail himself of his right or claim in the future.

7.2 Outstanding salary and bonus payments under the Initial Playing Agreement

92. The disputes between the parties in relation to alleged outstanding payments under the Initial Playing Agreement are:

i. The effect of the termination of the Initial Playing Agreement, and signing of the Subsequent Playing Agreement;
ii. The amount of the Respondent's debt towards the Claimant, if any.

<u>Effect of the termination of the Initial Playing Agreement</u>

93. It is not disputed that the Respondent exercised its right unilaterally to terminate the

Initial Playing Agreement following the _____ *Claimant's offence*.

94. In its RFA, the Claimant questioned the lawfulness of that termination on the basis that the seven-day notice period, stipulated in Article 13(2) of the Initial Playing Agreement, was not respected. However, the Claimant later accepted that the Subsequent Playing Agreement was signed on 3 April 2015, seven days following the _____ *Claimant's offence*. Further, there is no suggestion that the Claimant affirmed his rights under the Initial Playing Agreement.

95. In any event, the terms of the Initial Playing Agreement did not provide that a unilateral termination extinguished existing financial obligations.

96. In the Notice of Termination, the Respondent specifically referred to Articles 5 and 13(2) of the Initial Playing Agreement. Article 5(1) of the Initial Playing Agreement stipulated that, *"[a] serious and conscious breach of the Club Rules by the Player may effect an instant dissolving of the agreement by Club, without its any <u>further</u> responsibility and liability to the Player."* [Emphasis added] The language of the Agreement specifically referred to "further" liability. Neither Article 5 nor Article 13 referred to the extinguishing of accrued liability.

97. The terms of the Subsequent Playing Agreement similarly did not provide that any liabilities accrued under the Initial Playing Agreement had been "erased". To the contrary, the Subsequent Playing Agreement amended the Respondent's financial obligations towards the Claimant for the remaining three months of the 2014/15 playing season, from April to June 2015, reducing the Respondent's financial liability from USD 75,000 per month to USD 37,500 over that period.

98. As a result, the Arbitrator finds that the termination of the Initial Playing Agreement and signing of the Subsequent Playing Agreement did not extinguish the Respondent's existing financial obligations towards the Claimant.

99. The Respondent appeared to submit that it would only have financial liability towards the Claimant if the Initial Playing Agreement remained in force after 26 March 2015. However, as of 26 March 2015, the Respondent had already accrued a debt towards the Claimant. For the reasons outlined, that debt remains outstanding.

Extent of the Respondent's debt

Imposition of the Fine

100. The Respondent has further claimed that any outstanding monetary liabilities were reduced by the amount of the fine, of USD 75,000, notified to the Claimant by way of the Notice of Termination.

101. The Claimant has disputed that the Respondent could simultaneously impose a fine and terminate the Initial Playing Agreement. However, under Article 5(3) of the Initial Playing Agreement, an infringement of the rules prohibiting alcohol and drugs *"…will be penalized with fine and/or by termination of the contract by player fault."* The Respondent was, therefore, entitled to impose a fine and terminate the Initial Playing Agreement.

102. In addition, Article 5(1) of the Initial Playing Agreement refers to the "Club rules". The preamble to the "Rulebook for Players" for the 2014/15 playing season (hereinafter the **"Rulebook"**) stated:

> *"All the penalties are normally determined by the Board of the Club at the request of head coach who is in charge of the training process. President of the Club can also penalize a player. The penalty fine is deducted from the player's monthly salary (total amount of salary and image agreement). In case of more serious misdemeanour or felony the club's manager can on head coach's request immediately cancel the player's contract at the player's*

expense."

103. The Claimant has also disputed that he received the Notice of Termination and questioned the validity of that Notice. However, in response to the Second Procedural Order, the Respondent provided a copy of an email sent from its legal representative to, *inter alia*, the email address "ctroutman2@aim.com". That email address is the same as the email address included on an email provided by the Claimant as evidence of correspondence between him and his legal representatives.

104. The Arbitrator therefore finds that the Respondent was entitled to impose a fine, to be deducted from the Claimant's monthly salary, and that the Claimant was notified of that fine at the relevant time. However, such a fine would not "erase" the Respondent's debt towards the Claimant. The Respondent has not disputed that the Claimant received an aggregate of USD 56,482 under the Initial Playing Agreement. Even if the Respondent deducted USD 75,000 from the outstanding salary and bonus payments, it would still be in debt to the Claimant by an amount of USD 45,018.[3]

105. In addition, in the Notice of Termination, the Respondent stated that the Claimant had breached rules 2, 11 and 13 of the Rulebook. The relevant rules were as follows:

    i. Rule 2, under the heading "Failure to Show", stated *"for practice…: a penalty of 30% of the player's monthly salary for every subsequent absence then penalty shall be increased by 100%...to game: a penalty of up to 100% of the player's monthly salary…"*;

    ii. Rule 11, under the heading "Breaking the Law" stated, *"a penalty up to 100% of the player's monthly salary or/and cancellation of the contract at the player's expense"*.

[3] The Claimant was entitled to a total salary payment of USD 175,000 from September 2014 to March 2015. As of 26 March 2015, the Claimant had received payment of USD 56,482. The Claimant was therefore owed USD 118,518 as salary payments and USD 1,500 as bonus payments. Deducting USD 75,000 from that amount leaves a remainder of USD 45,018.

iii. Rule 13, under the heading "Engages in any action which is materially injurious to the business, goodwill or good image of Club", provided *"a penalty of up to 100% of the player's monthly salary or/and cancellation of the contract at the player's expense."*

106. The Respondent's Rulebook did not provide for the imposition of a fine in the amount of USD 75,000.

107. The Respondent appears, therefore, to have imposed a cumulative fine of 100% of the Claimant's monthly salary for breach of each of the rules listed in the Notice of Termination. The _____ *Claimant's offence* similarly could be described as a breach of rule 4 (unprofessional attitude towards work or people) and rule 8 (unprofessional behaviour). The Respondent's approach would, in theory, allow it to impose a fine equating to five monthly salary payments (amounting to USD 125,000 or half of the Claimant's salary for the 2014/15 playing season) while at the same time terminating the Agreement. The Arbitrator considers that such an approach would be disproportionate and unfair and that the proper construction of the Rulebook is that the Respondent could impose a maximum fine of 100% of the Claimant's monthly salary, amounting to USD 25,000.

108. For the reasons outlined, the Arbitrator therefore concludes that the Respondent was entitled to impose a fine of USD 25,000.

Interpretation of Article 4

109. In response to requests for further information, the Respondent has submitted that payments under Article 4 of the Initial and Subsequent Playing Agreements were divided into payments that were due to the Claimant and payments that were due to the Claimant's agent.

110. The Respondent has not explicitly disputed the Claimant's assertion that he was the ultimate beneficiary of the full payments provided for under Article 4 of the Initial and Subsequent Playing Agreements and that any allocations to the Claimant's representative agent were made *pro fisco*.

111. The Claimant's position accords with the clear wording of the preambles of the Initial and Subsequent Playing Agreements, which provided that the Claimant was entitled to a fully guaranteed salary of USD 250,000 net and USD 37,500 for the 2014/15 season respectively.

112. In addition:

    i. The Respondent has not disputed that, by the time of the _____ *Claimant's offence* on 26 March 2015, the Claimant had received an aggregate payment of USD 56,482 under the Initial Playing Agreement, which is more than the USD 7,000 allocated to the Claimant under Article 4 of the Initial Playing Agreement.
    ii. In the Notice of Termination, the Respondent stated that it was imposing a fine of *"300% of the player's monthly salary"*, totalling USD 75,000.
    iii. The Respondent does not dispute that the Claimant was entitled to USD 55,000 under the Subsequent Playing Agreement and has accepted that it has a debt towards the Claimant of USD 21,225. The payment provisions, under Article 4 of that Agreement, are identical to those in the Initial Playing Agreement to the extent relevant.

113. The banking evidence provided by the Claimant shows that the four payments of October 2014, November 2014, February 2015 and April 2015 were received from Arras, which the Claimant has described as *"a company established for Respondent to make payments towards its players".*

114. The Respondent has not explained Arras' role or function. However, on the face of the documents provided by the Respondent in reply to the Second and Third Procedural Orders, Arras concluded an agreement with the Claimant for his image rights, which were then transferred to the Respondent in a subsequent agreement. In particular, the invoices provided by the Respondent in response to the Third Procedural Order appear to show that the Respondent transferred monies to Arras a few days before the Claimant received transfers from Arras in roughly the same amount. The Respondent has not provided any evidence of further payments to Arras, which account for the outstanding salary or bonus payments claimed by the Claimant.

115. The Arbitrator, therefore, finds that that Claimant was entitled to the full payments provided for under Article 4 of the Initial and Subsequent Playing Agreements and that his claim for those outstanding monies is properly brought against the Respondent.

Amount of outstanding salary payments

116. In its RFA, the Claimant stated that he received an aggregate payment of USD 75,000 as the September, October and November 2014 payments and claimed USD 100,000 as unpaid salary payments for December 2014 and January to March 2015. From the evidence provided by the Claimant, it appears that he in fact received only an aggregate payment of USD 56,482. The Claimant has not amended its claim and, following the principle of *ne ultra petita*, the Arbitrator cannot consider a claim for more than USD 100,000 in relation to outstanding salary payments under the Initial Playing Agreement.

117. Given the dates on which the Claimant received payment, and the amounts paid, it is not possible to attribute payment to any particular month. In particular, the Claimant has attributed the payment of USD 10,974, received on 1 April 2015, to a payment

made under the Subsequent Playing Agreement even though that Agreement was not signed by the parties until 3 April 2015. However, the Respondent has accepted that the payment was made pursuant to its obligations under the Subsequent Playing Agreement and not the Initial Playing Agreement.

118. In relation to the salary payment for March 2015, Article 4 of the Initial Playing Agreement provided that the Claimant would receive USD 1,000 on 30 March 2015. The _____ *Claimant's offence* occurred on 26 March 2015 and, under the terms of Article 5 of the Initial Playing Agreement, the Respondent was entitled to affect an *"instant dissolving"* of the Agreement without any further liability for a serious and conscious breach of its rules. However, Article 13(2) provided that unilateral termination would become effective seven days after written notice was provided to the other party.

119. In the Notice the Respondent cited both Articles 5(1) and 13(2) of the Initial Playing Agreement, which suggests that the Respondent considered that the termination of the Initial Playing Agreement would take effect within seven days. The Claimant was, therefore, still entitled to the payment of 30 March 2015.

Outstanding bonus payments

120. The Respondent has not disputed that it won three Eurocup games and that the Claimant played in those games.

Summary of findings re. the Initial Playing Agreement

121. For the reasons outlined, the Arbitrator finds that:

i. The Claimant was entitled to a total of USD 175,000 as salary payments, attributable to the September 2014 to March 2015 payments under the Initial Playing Agreement;

ii. The Claimant received a total of USD 56,482 during that period. As of 26 March 2015, the Claimant had therefore accrued a debt of USD 118,518 as outstanding salary payments;

iii. The Respondent was entitled to impose a fine of USD 25,000 as a result of the _____ *Claimant's offence*, with the result that the outstanding salary payments amounted to USD 93,518;

iv. In addition, the Claimant was owed USD 1,500 as unpaid bonus payments.

122. The Claimant therefore has an outstanding total debt of USD 95,018 under the Initial Playing Agreement.

7.3 Outstanding salary and bonus payments under the Subsequent Playing Agreement

123. The Claimant has similarly claimed for unpaid salary and bonus payments under the Subsequent Playing Agreement.

124. The Respondent does not dispute that the Claimant was entitled to USD 55,000 for salary and bonuses under the terms of the Subsequent Playing Agreement and accepted that the Claimant has already received a payment of USD 10,000. However, the Respondent is claiming that it is entitled to withhold sums associated with the _____ *Claimant's offence*, amounting to USD 23,775. As a result, the Respondent accepts that the Claimant has a debt of USD 21,225.

125. The Respondent has provided no evidence of the sums it claims were spent in relation to the _____ *Claimant's offence*. Further, there is no provision in the Subsequent Playing Agreement which permits the Respondent to deduct such

expenses, if incurred, from the salary payments. The Respondent has not provided any evidence that the Claimant agreed to reimburse those expenses, if incurred.

126. As a result, the Arbitrator does not consider that the Respondent is entitled to deduct the sum of USD 23,775 from monies owed to the Claimant. From the evidence provided by the Claimant, he has received a total of USD 10,974 under the Subsequent Playing Agreement. The Arbitrator therefore finds that the Respondent owes the Claimant USD 26,526 as unpaid salary payments.

127. Further, the Respondent has not disputed that it owed the Claimant a bonus payment of USD 17,500. For the reasons given, the Arbitrator therefore finds that the Respondent is also in debt to the Claimant for USD 17,500.

7.*3* Late penalty payments and Interest

128. Pursuant to Article 11 of the Initial and Subsequent Playing Agreements, the Claimant has claimed late penalty payments of 10% per annum for the December 2014 and January to March 2015 salary payments under the Initial Playing Agreement, the April to June 2015 salary payments under the Subsequent Playing Agreement, as well as the outstanding bonus payments under the Initial and Subsequent Playing Agreements. The Claimant has calculated the starting date for the interest payments as follows:

Amount	Nature	Due date payment	Starting date interest
USD 24,000	Net salary	15 December 2014	29 December 2014
USD 1,000	Net salary	30 December 2014	13 January 2015
USD 24,000	Net salary	15 January 2015	29 January 2015
USD 1,000	Net salary	30 January 2015	13 February 2015
USD 24,000	Net salary	15 February 2015	29 February 2015[4]
USD 1,000	Net salary	28 February 2015	14 March 2015
USD 24,000	Net salary	15 March 2015	29 March 2015

[4] The Arbitrator presumes that this date should be 1 March 2015, as 2015 was not a leap year.

USD 1,000	Net salary	30 March 2015	13 April 2015
USD 4,000	Net salary	15 April 2015	29 April 2015
USD 1,000	Net salary	30 April 2015	14 May 2015
USD 14,000	Net salary	15 May 2015	29 May 2015
USD 1,000	Net salary	30 May 2015	13 June 2015
USD 6,500	Net salary	15 June 2015	29 June 2015
USD 17,500	Net bonus	25 June 2015	9 July 2015
USD 500	Net bonus	25 June 2015	9 July 2015
USD 500	Net bonus	25 June 2015	9 July 2015
USD 500	Net bonus	25 June 2015	9 July 2015
USD 1,000	Net salary	30 June 2015	14 July 2015

129. In relation to the outstanding salary payments under the Initial Playing Agreement, given the timing, and amounts, of the payments received by the Claimant, it is not possible easily to attribute the payments to any particular payment period.

130. The Claimant has attributed those payments to the September, October and November 2014 payments, with the result that he has claimed late penalty payments in relation to outstanding salary payments from December 2014 to June 2015.

131. The BAT has frequently considered the application of late penalty payments and found that such payments are due, at the earliest, from the date that a payment was due until, at the latest, the date of the RFA. Further, that such penalty payments are subject to judicial review and can be adjusted if they are deemed excessive. See BAT case 0439/13 *(Burns, Hart Sports Management, Players Group v S.S Sutor Srl)* and BAT case 0835/16 (*Hopson, Assist Sports LLC v Foshan Long Lions BC Ltd.*).

132. In the circumstances of this case, the Arbitrator does not consider that it is fair or reasonable to apply late penalty payments from the “starting date interest” indicated by the Claimant. The Claimant has not provided sufficient evidence or explanation for the delay in claiming payment or bringing proceedings before the BAT. The Arbitrator is not persuaded that on-going proceedings between the Claimant and another club, or between the Respondent and another player, if the reason for the delay, justify the

delay in sending a formal letter requesting payment until April 2016 or issuing the RFA in June 2017.

133. For those reasons, the Arbitrator will award a late penalty payment of 10% per annum from the day after the date of the first formal notification to the Respondent, on 5 April 2016, to the date of the filing of the RFA on 30 June 2017.

134. In line with BAT jurisprudence, the Claimant is not entitled to a late penalty payment as well as interest for the same period. The Arbitrator therefore will award interest of 5% per annum from the day after the filing of the RFA.

8. Costs

135. Article 17.3 of the BAT Rules provides that:

> "*The award shall determine which party shall bear the arbitration costs and in which proportion. In addition, as a general rule, the award shall grant the prevailing party a contribution towards its reasonable legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When 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*."

136. On 8 June 2018, pursuant to Article 17.2 of the BAT Rules, the BAT President determined the final amount of the costs of the arbitration to be EUR 12,000.00.

137. Given that the Claimant has been largely successful in its claim, the Arbitrator considers it fair and reasonable that the Respondent should bear most of the costs of the arbitration in these proceedings.

138. However, the Arbitrator notes that the Claimant was not fully successful in his claim and additional requests for information and submissions were required to obtain proper evidence on the payments received by the Claimant under the Agreements and to establish whether the Claimant had received the Notice of Termination. As a result, some of the costs of the arbitration, and legal expenses incurred by both parties, were generated by the Claimant.

139. For that reason, the Arbitrator considers it fair and reasonable that the Respondent should bear 80% of the costs of the arbitration in these proceedings.

140. The Claimant paid both its share and the Respondent's share of the AOC. The Respondent shall therefore reimburse the Claimant EUR 9,600.

141. The Arbitrator also considers that it is fair and just that the Respondent should contribute towards the Claimant's reasonable legal fees and expenses. The Claimant has submitted that its total legal fees and expenses amount to EUR 22,950, as well as the NRF of EUR 3,000. The Claimant accepts that, under Article 17.4 of the BAT rules, he cannot claim more than EUR 10,000 of legal fees and expenses (excluding the NRF).

142. For the reason outlined at paragraph 137 above, and taking into account the complexity of the case and the volume of submissions, the Arbitrator has decided it is fair and reasonable to award the Claimant legal fees and expenses claimed of EUR 8,000, in addition to the handling fee of EUR 3,000.

9. AWARD

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

1. **Stelmet Zielona Góra BC shall pay Mr. Chevon Troutman USD 139,044 as unpaid salary and bonus payments, together with interest at 5% per annum from 1 July 2017 until full payment.**

2. **Stelmet Zielona Góra BC shall pay Mr. Chevon Troutman 10% per annum on the amount of USD 139,044 from 5 April 2016 to 30 June 2017 as penalty for late payment.**

3. **Stelmet Zielona Góra BC shall pay Mr. Chevon Troutman EUR 9,600 as reimbursement for his arbitration costs.**

4. **Stelmet Zielona Góra BC shall pay Mr. Chevon Troutman EUR 11,000 as a contribution towards his legal fees and expenses. The Respondent shall bear its own legal fees and expenses.**

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

Geneva, seat of the arbitration, 14 June 2018

Raj Parker
(Arbitrator)