

**ARBITRAL AWARD**

**(BAT 1723/21)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Benny Lo**

in the arbitration proceedings between

**Mr. Terrell Holloway**

**- Claimant -**

represented by Ms. Jolanta Špakauskaitė, attorney at law

vs.

**OGM Orman Gençlik ve Kulübü (BC OGM Ormanspor)**

Bestepe Mahallesi Söğütözü Caddesi 8/1, 06560 Yenimahalle, Ankara, Turkey

**- Respondent -**

represented by Mr. Beray Bahri Özgür, attorney at law

## **AWARD**

Upon providing all parties with an opportunity to be heard, having examined his jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. OGM Orman Genclik ve Kulübü (BC OGM Ormanspor) shall pay Mr. Terrell Holloway the sum of USD 4,000.00 net together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 26 December 2020 until payment in full.**
- 2. OGM Orman Genclik ve Kulübü (BC OGM Ormanspor) shall pay Mr. Terrell Holloway the sum of USD 25,000.00 net together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 26 May 2021 until payment in full.**
- 3. OGM Orman Genclik ve Kulübü (BC OGM Ormanspor) shall pay Mr. Terrell Holloway the sum of USD 25,000.00 net together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 26 June 2021 until payment in full.**
- 4. The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 4,965.91, shall be borne solely by OGM Orman Genclik ve Kulübü (BC OGM Ormanspor). Accordingly, OGM Orman Genclik ve Kulübü (BC OGM Ormanspor) shall pay Mr. Terrell Holloway the sum of EUR 4.965.91, as a reimbursement of the arbitration costs.**
- 5. OGM Orman Genclik ve Kulübü (BC OGM Ormanspor) shall pay Mr. Terrell Holloway the sum of EUR 4,500.00 as a contribution towards the latter's legal fees and expenses (including the non-reimbursable handling fee).**
- 6. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 3 March 2022

Benny Lo  
(Arbitrator)

### **Notice about Request for Reasons**

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 December 2019):

*“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.*

*16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if*

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000.00, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.