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**FIBA Arbitral Tribunal (FAT)**

**ARBITRAL AWARD**

**(FAT 0109/10)**

rendered by

**FIBA ARBITRAL TRIBUNAL (FAT)**

**Mr. Raj Parker**

in the arbitration proceedings

**Mr. Trent Plaisted,**

c/o Priority Sports, 325 N La Salle Drive #650, Chicago, IL, 60654, USA

**- Claimant -**

vs.

**Basketball Club Zadar (KK Zadar),**

Obala Kralja Tomislava 1, 23000 Zadar, Croatia

**- Respondent -**



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### **1. The Parties**

#### **1.1. The Claimant**

1. Mr. Trent Plaisted (hereinafter the "Player" or the "Claimant") is a professional basketball player and a citizen of the USA. In these proceedings, the Player is represented by Mr. Brad Ames, of Priority Sports & Entertainment (hereinafter the "Agent").

#### **1.2. The Respondent**

2. Basketball Club Zadar (KK Zadar) (hereinafter the "Club" or the "Respondent") is a Croatian basketball club based in Zadar, Croatia. The Respondent has submitted an Answer in these proceedings signed by its President, Mr. Dino Perovic.

### **2. The Arbitrator**

3. On 9 August 2010, the President of the FIBA Arbitral Tribunal (the "FAT") appointed Raj Parker as arbitrator (hereinafter the "Arbitrator") pursuant to Article 8.1 of the Rules of the FIBA Arbitral Tribunal (hereinafter the "FAT Rules"). Neither of the parties has raised objections to the appointment of the Arbitrator or to the declaration of independence issued by him.



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### 3. Facts and Proceedings

#### 3.1. Background Facts

4. On 3 August 2009, the Claimant and the Club entered into a contract entitled “Agreement between KK Zadar and Trent Plaisted” (the “Contract”), under which the Club agreed to pay the Claimant certain salary and bonus payments in return for the Claimant playing basketball for the Club during the 2009/2010 basketball season.
5. The Player played for the Club during the 2009/2010 season and received a number of salary payments from the Club. However, during the 2009/2010 season the Club started to experience financial difficulties and as a result salary payments for that season were not made on time, nor were they paid in full.
6. The 2009/2010 season has now finished and according to the Player, the Club owes him a total of USD 39,878.85 for salary payments from December 2009, March, April and May 2010. In addition, the Player also claims that the Club owes him the following bonuses: USD 3,000 in respect of the Club advancing to the semi-finals of the Croatian League Playoffs, and USD 5,000 in respect of the Club advancing to the finals of the Croatian League Playoffs. This comes to a total claim of USD 39,878.85 in salaries and USD 8,000 in bonuses.
7. The Claimant has received no payments from the Club since 28 May 2010.
8. The Claimant also claims that the Club owes him a total of USD 21,250.00 in contractual penalties for late payment.



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### 3.2. The Proceedings before the FAT

9. On 13 July 2010 the Claimant filed a Request for Arbitration in accordance with the FAT Rules.
10. By letter dated 18 August 2010, a time limit until 8 September 2010 was fixed for the Club to file the Answer to the Request for Arbitration. By the same letter, and with a time limit for payment until 1 September 2010, the following amounts were fixed as the Advance on Costs:

<i>"Claimant (Mr Plaisted)</i>	<i>EUR 3,500</i>
<i>Respondent (KK Zadar)</i>	<i>EUR 3,500"</i>

11. On 8 September 2010 the Club filed its answer to the Claimant's Request for Arbitration.
12. The Club did not pay its share of the Advance on Costs. On 9 September 2010, the Arbitrator wrote to the Claimant inviting him to pay the Respondent's share of the Advance on Costs, in accordance with article 9.3 of the FAT Rules. The Club's share of the Advance on Costs was paid by the Claimant on 17 September 2010.
13. The Parties did not request 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.
14. The Arbitrator did not issue any procedural orders in this matter. On 24 September 2010, the Arbitrator closed the proceedings and asked the Parties to submit a summary of their costs.
15. On 30 September 2010, the Claimant submitted the following account of costs:



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<i>EUR 2.000</i>	<i>FAT Application Fee paid by Trent Plaisted</i>
<i>EUR 3.500</i>	<i>Advance on Claimant's Share of Costs paid by Trent Plaisted</i>
<i>EUR 3.500</i>	<i>Advance on Respondent's Share of Costs paid by Trent Plaisted</i>
<i>EUR 9.000</i>	<i>Total Costs paid by Trent Plaisted</i>

16. The Respondent did not submit a summary of its costs.

### 4. The Parties' Submissions

#### 4.1. The Player's Submissions

17. The Player submits that the Contract between him and the Club is valid and binding for the season 2009/2010 and he was entitled to receive a salary of USD 150,000. In addition, the Player submits that under the Contract he was scheduled to receive bonus payments totaling USD 8,000 (USD 3,000 in respect of the Club advancing to the semi-finals of the Croatian League Playoffs, and USD 5,000 in respect of the Club advancing to the finals of the Croatian League Playoffs).
18. The Player received a total of USD 110,121.15 in respect of these salary payments. He submits that he is owed monies (being outstanding salary and bonus payments) amounting to USD 47,878.85.
19. The Player also submits that the majority of payments received from the Club were late. Because of this, the Player claims a total of USD 21,250.00 for late payment penalties under clause 2 of the Contract, both in respect of previous payments that were made late and in respect of payments that have not yet been made.



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20. The Player makes the following request for relief:

*"Immediate payment from Club to Player in the amount of Forty Seven Thousand Eight Hundred Seventy Eight US Dollars and Eighty Five Cents (\$47,878.85 USD) in past-due base salary and bonuses.*

*Immediate payment from Club to Player in the amount of Twenty One Thousand Two Hundred Fifty US Dollars (\$21,250.00 USD) in late payment penalties as calculated in the attached spreadsheet and per Paragraph 2 of the Agreement.*

*Immediate reimbursement to from [sic] Club to Player for the FAT application fee, plus any additional costs of arbitration, legal fees, and/or expenses related to this FAT case."*

### **4.2. The Club's Submissions**

21. The Club submitted an answer to the Arbitrator in which it accepted that there have been delays in salary payments made to the Player. The Club also accepts that it has an obligation to the Player for base salary and bonus amounts of USD 47,878.85.
22. In its answer, the Club submits that it is in a "*grave financial situation*" that has "*deteriorated rapidly in the course of the season 2009/2010 as the economic crisis has dwindled the funds and the Club has not achieved the goals that would ensure its financial stability.*" Because of this, the Club refers to its willingness to:

*"reach an agreement that will satisfy both parties and that will take in the account the Club's actual financial situation and its wish to survive as a viable sport organization."*



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### **5. Jurisdiction and other Procedural Issues**

#### **5.1. The jurisdiction of FAT**

23. 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).
24. The Respondent did not challenge the jurisdiction of FAT. Hence the Arbitrator asserts jurisdiction over the present dispute (Art. 186(2) PILA). For the sake of completeness, the Arbitrator will nevertheless examine the validity of the arbitration agreement contained in the Contract (see paragraphs 27-31 below).

##### **5.1.1 Arbitrability**

25. The jurisdiction of the FAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
26. 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>

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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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### 5.1.2 Formal and substantive validity of the arbitration agreement

27. The existence of a valid arbitration agreement is to be examined in light of Article 178 PILA, which reads as follows:

*"1 The arbitration agreement must be made in writing, by telegram, telex, telecopier or any other means of communication which permits it to be evidenced by a text.*

*2 Furthermore, an arbitration agreement is valid if it conforms either to the law chosen by the parties, or to the law governing the subject-matter of the dispute, in particular the main contract, or to Swiss law."*

28. The jurisdiction of the FAT over the dispute between the Player and the Club results from clause 11 of the Contract which reads as follows:

*"Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved in accordance with the FAT Arbitration Rules by a single arbitrator appointed by the FAT 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.*

*Awards of the 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 awards of the FAT and against decisions of the Court of Arbitration for Sport (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."*

29. As the present dispute relates to the amounts owing under the Contract, the Arbitrator concludes that clause 11 of the Contract establishes the jurisdiction of the FAT over the dispute between the Player and the Club.

30. The Contract is in written form and thus the arbitration agreement fulfils the formal





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requirements of Article 178(1) PILA.

31. With respect to substantive validity, the Arbitrator considers that there is no indication which could cast doubt on the validity of the arbitration agreement under Swiss law (cf. Article 178(2) PILA). In particular, the wording “[a]ny dispute arising from or related to the present contract” clearly covers the dispute between the Player and the Club.

## 6. Discussion

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

32. 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.”*

33. 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.”*



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34. As mentioned above (see paragraph 28), the Contract contemplates that the FAT arbitrator shall decide the dispute *ex aequo et bono*.
35. 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 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>
36. In substance, it is generally considered that the arbitrator deciding *ex aequo et bono* receives "a mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he/she must stick to the circumstances of the case".<sup>5</sup>
37. 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".
38. In light of the foregoing considerations, the Arbitrator makes the following findings:

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

<sup>3</sup> P.A. KARRER, Basler Kommentar, No. 289 *ad* Art. 187 PILA.

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

<sup>5</sup> POUURET/BESSON, Comparative Law of International Arbitration, London 2007, No. 717, pp. 625-626.



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### **6.2. Findings**

39. In its Answer to the Claimant's demand for payment of the outstanding amounts, the Club stated:

*"The Club asserts that the late payments and its still existing debts to the Player (among others) are the combined result of the economic crisis, lack of fundings and the non-achieved goals in the season 2009/2010 and that that [sic] facts cannot be overlooked by the Player notwithstanding the letter of the Contract, especially regarding the late payment penalties which were contracted in the excess amount of 50\$ per day."*

40. It is apparent from this Answer that the Club does not dispute that it owes money to the Player. Rather, the Club states that it is unable to carry out its obligations due to lack of funds. It also objects to the "excess amount" of the late payment penalties.
41. The fact that the Club does not have funds to meet its obligations does not mean that it does not have such obligations. It is apparent that under the terms of the Contract the Club owes the Claimant money. As set out above, this is admitted by the Respondent and has not been disputed in the present Arbitration.
42. The remainder of this Award therefore considers the amount that is owed by the Club to the Player.

### **6.3. The amounts owing**

43. There are two elements of the amounts claimed by the Player from the Club:
- I. salary and bonus amounts owing in respect of the 2009/2010 season; and
  - II. amounts owing in respect of late payment penalties.



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### 6.4. Salary and bonus payments

44. The Contract commenced on 3 August 2009. Clause 1 of the Contract stated:

*“Club hereby employs Player as a skilled basketball player for a term of one (1) basketball season (2009/2010) to commence on the date hereof and to continue through the first day following the final game in which the Club participates in the 2009/2010 regular season or the 2009/2010 Croatian League playoffs, whichever date occurs later.”*

45. Clause 2 provided for the Club to pay the Player “a fully guaranteed net Base Salary of \$150,000.00” in accordance with the following schedule:

Date	Payment due
Upon Player passing physical	USD 15,000
30 September 2009	USD 15,000
30 October 2009	USD 15,000
30 November 2009	USD 15,000
30 December 2009	USD 15,000
30 January 2010	USD 15,000
28 February 2010	USD 15,000
30 March 2010	USD 15,000
30 April 2010	USD 15,000
30 May 2010	USD 15,000

46. Clause 2 included the following:

*“The payment of the guaranteed Base Salary, as stated in this Paragraph 2, to Player is not contingent upon anything other than the Player passing the Club’s physical examination given anytime prior to the start of the 2009/2010 training camp, and the Player not materially breaching this Agreement.”*



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47. Clause 2 also stated:

*"It is agreed that any payment to Player pursuant to the above shall be subject to an interest penalty of Fifty Dollars (\$50.00 USD) per day for each day said payment was due. In the event that any scheduled payments are not made by the Club within twenty (20) days of the applicable payment date, the Player shall not have to perform in any practice sessions or any games until such time as all of said payments have been paid. In addition, if any scheduled payment is not received by Player's bank within thirty (30) days of the date due, the Player's performance obligations shall cease, Player shall have the right, at Player's option with written notice to Club, to terminate this Agreement and accelerate all future payments required under this Agreement and Player shall be free to leave Croatia with his FIBA Letter of Clearance to play basketball anywhere in the world Player chooses, but the duties and liabilities of Club under this Agreement shall continue in full force and effect."*

48. Clause 6 stated:

*"Player shall earn the following cumulative bonuses for Club's participation in the Croatian League Playoffs:*

*(i) Player shall receive \$3,000.00 USD if Club shall advance to the semi-finals of the Croatian League Playoffs; and*

*(ii) Player shall receive an additional \$5,000.00 USD if Club shall advance to the finals of the Croatian League Playoffs;"*

49. The Club does not dispute the fact that the total amount paid to the Player by the Club is USD 110,121.15. The Club also does not dispute that no payments have been made by the Club to the Player since 28 May 2010. The Club does not dispute that USD 47,878.85 in salary and bonus payments are outstanding.

50. The Club has not provided any evidence or submissions to contradict the figures put forward by the Player on any basis. The Arbitrator therefore finds that the amount of USD 47,878.85 is owed by the Club to the Player.

51. In respect of the bonus payments, it appears from the evidence that the Claimant has provided that the Club qualified to advance to the Croatian league semi-finals on 15 May 2010 and to the finals on 25 May 2010. The Arbitrator therefore considers it



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appropriate that the bonus payments referred to in paragraph 48 fell due on the next date on which the Player was due to be paid salary, being 30 May 2010.

### 6.5. Late Payment Penalties

52. With the Request for Arbitration, the Player has provided a schedule of payments due and the dates on which those payments were made (in full or in part). The Club has not disputed the contents of that table, part of which is as follows:

Due Date	Amount Due	Amount Received	Date Received	Outstanding amount
15 August 2009	\$15,000.00	\$15,000.00	8 September 2009	\$0.00
30 September 2009	\$15,000.00	\$15,000.00	28 October 2009	\$0.00
30 October 2009	\$15,000.00	\$15,000.00	20 November 2009	\$0.00
30 November 2009	\$15,000.00	\$15,000.00	16 December 2009	\$0.00
30 December 2009	\$15,000.00	\$14,141.15	29 January 2010	\$858.85
30 January 2010	\$15,000.00	\$15,000.00	9 April 2010	\$0.00
28 February 2010	\$15,000.00	\$15,000.00	9 April 2010	\$0.00
30 March 2010	\$15,000.00	\$5,980.00	28 May 2010	\$9,020.00
30 April 2010	\$15,000.00	\$0	-	\$15,000.00
30 May 2010	\$15,000.00	\$0	-	\$23,000.00 <sup>6</sup>

53. Clause 2 of the Contract, which deals with late payment penalties, is set out above at paragraph 47. The Player submits that he is entitled to late payment penalties in respect of those payments that were made to him late, in accordance with the terms of the Contract.

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<sup>6</sup> This figure comprises both the salary for the month of May 2010 (USD 15,000) and the bonus payments (USD 8,000) which, according to the Player, have accrued to him during the period immediately preceding the date when this salary payment was due. This was not disputed by the Club and is supported by the material provided by the Player.



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54. The issue of penalty payments was considered by Mr Stephan Netzle in **FAT 0036/09 Petrosean v Women Basketball Club Spartak St Petersburg**. Mr Netzle set out in that award (at paragraphs 54-55) a number of reasons that such clauses can lead to excessive penalties.
55. In respect of penalty payments, a very similar contractual clause to that being considered here was considered by Mr Quentin Byrne-Sutton in **FAT 0100/10 Taylor v KK Crvena Zvezda**. In that award, Mr Byrne-Sutton found that the clause was intended such that the penalty payments would accrue between the date of late payment and the date that the player chose to terminate the contract. The purpose of the clause was as a “dissuasive measure” to prevent late payments. However, once the contract was terminated by the player, penalty payments ceased to accrue.
56. The Arbitrator considers the reasoning contained in both of these Awards to be persuasive and useful. Of course, each case must be judged according to its own facts and the various factors to be considered in relation to penalty payments may apply to a greater or lesser degree in different circumstances. It is, therefore, a matter for each Arbitrator to consider the features of the contract there being considered and whether the particular penalty payments claimed are excessive in the circumstances, deciding the matter *ex aequo et bono*. It is also the case that in considering the matters *ex aequo et bono*, each Arbitrator must come to his own view as to when a penalty payment is “excessive”.
57. The Arbitrator now turns to the various penalty payments claimed by the Player.

#### *Penalty Payments in respect of salary that was paid late*

58. The Player claims penalty payments in accordance with clause 2 of the Contract on the monthly payments due between August 2009 and February 2010. These are as



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follows:

Due Date	Amount Due	Days late	Penalty payment
15 August 2009	\$15,000.00	23	\$1,150
30 September 2009	\$15,000.00	28	\$1,400
30 October 2009	\$15,000.00	20	\$1,000
30 November 2009	\$15,000.00	16	\$800
30 December 2009	\$15,000.00	29	\$1,450
30 January 2010	\$15,000.00	69	\$3,450
28 February 2010	\$15,000.00	39	\$1,950

59. Subject to a consideration of the quantum of penalty payments in total (to which the Arbitrator refers below, paragraph 65) these amounts are properly payable under clause 2 of the Contract.

#### *Penalty Payments in respect of unpaid salary*

60. The Player did not terminate the Agreement for reasons of late payment. It appears that this was because the season finished, so that there was no need for the Player to do so. By clause 1, the Contract between the Club and the Player ceased following the final game in which the Club participated during the 2009/2010 season. Here, the final game played by the Club was on 10 June 2010.
61. For these reasons, the Arbitrator considers that it is appropriate that penalty payments be payable between the dates that payments were due and the end of the season. At that date, the parties contractual relations ceased, and the outstanding payment obligations of the Club were crystallised.
62. On this basis, in respect of the instalments for which no payments have been made by the Club, the penalty payments payable under clause 2 of the contract are as follows:





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Due Date	Amount Due	Days late	Penalty payment
30 April 2010	\$15,000.00	41	\$2,050
30 May 2010	\$15,000.00	10	\$500

63. Finally, in respect of the payment due on 30 March 2010, USD 5,980 was paid on 28 May 2010. Although clause 2 does not specifically state what penalty payments apply where there is part payment, the Arbitrator considers that the intention of the clause is as follows:
- (a) for the period 30 March 2010 to 28 May 2010 (58 days), the full penalty payment of USD 50 per day applies. This comes to a total of USD 2,900; and
  - (b) for the period between 28 May 2010 and 10 June 2010 (13 days), a *pro rata* proportion of the full penalty payment applies, based on the amount outstanding. This amounts to approximately USD 30 per day for a total of USD 390.
64. Thus, the total penalty payments amount to USD 17,040.00.
65. The Arbitrator considers that once the position under the contract in respect of penalty payments has been determined, it is necessary to consider the total amount arrived at to consider whether such an amount is excessive in light of all the circumstances, including in light of the factors referred to in **FAT 0036/09 Petrosean v Women Basketball Club Spartak St Petersburg** and **FAT 0100/10 Taylor v KK Crvena Zvezda**. As mentioned above, the circumstances of each case will be different and the Arbitrator must consider the individual circumstances of each case. However, in the circumstances of this case, deciding the matter *ex aequo et bono* the Arbitrator does not consider that these penalty payments are excessive, and finds that \$17,040.00 is payable as from 10 June 2010.



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### **6.6. Interest**

66. For the reasons given above, the amounts outstanding as at 10 June 2010 were:

- (a) USD 47,878.85 in respect of outstanding salaries and bonus payments; and
- (b) USD 17,040.00 in respect of penalty payments.

67. The Club has not made any payments since that date, so that the Player has been deprived of funds contractually due to him. It is a generally recognised principle that late payments of debts give rise to the payment of interest.

68. In the circumstances of the present case and deciding *ex aequo et bono*, the Arbitrator considers that it is appropriate to apply an interest rate of 5% per annum in respect of the amounts outstanding from the Club to the Player. Such interest is to apply from the date of the end of the Contract, being 10 June 2010.

### **7. Costs**

69. Article 17.2 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 17.3 of the FAT Rules provides that, as a general rule, the award shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.



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70. On 8 November 2010, considering that pursuant to Article 17.2 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 5,521.00.
71. In the present case, the Claimant has been largely successful (subject only to some deductions in the penalty payments claimed) and therefore the arbitration costs shall be entirely borne by the Club. The Club shall also pay the Claimant’s reasonable legal fees and expenses.
72. The costs incurred by the Claimant were the Advance on Costs for both Parties (totalling EUR 6,986) and the non-reimbursable fee of the FAT (EUR 2,000), which will be taken into account when it comes to the Claimant’s legal fees and expenses.
73. The Arbitrator decides that in application of article 17.3:
- (i) the FAT shall pay to the Claimant EUR 1,465.00 by way of reimbursement;
  - (ii) Respondent shall pay to Claimant an amount of EUR 5,521.00 being the difference between the costs advanced by Claimant (EUR 6,986.00) and the amount he is going to receive in reimbursement from the FAT; and
  - (iii) Respondent shall pay to Claimant an amount of EUR 2,000 in respect of legal fees and expenses.



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### 8. AWARD

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

- I. **Basketball Club Zadar (KK Zadar) is ordered to pay to Mr. Trent Plaisted USD 47,878.85 in respect of unpaid salary and bonus payments.**
- II. **Basketball Club Zadar (KK Zadar) is ordered to pay to Mr. Trent Plaisted USD 17,040.00 in respect of penalty payments.**
- III. **Basketball Club Zadar (KK Zadar) is ordered to pay to Mr. Trent Plaisted interest at 5% per annum in respect of the amounts in paragraphs I and II from 10 June 2010 until the date that payment is made.**
- IV. **Basketball Club Zadar (KK Zadar) is ordered to pay to Mr. Trent Plaisted EUR 5,521.00 as a reimbursement of the advance on the arbitration costs.**
- V. **Basketball Club Zadar (KK Zadar) is ordered to pay to Mr. Trent Plaisted EUR 2,000.00 as a contribution towards his legal fees and expenses.**
- VI. **Any other or further-reaching claims are dismissed.**

Geneva, seat of the arbitration, 16 November 2010

Raj Parker  
(Arbitrator)