



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 0166/11)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Raj Parker

in the arbitration proceedings

Mr. Nathaniel Fox,

- Claimant -

vs.

Basket Club Kalev/Cramo,
Paldiski mnt 104B, 13522 Tallinn, Estonia

- Respondent -

1. The Parties

1.1 The Claimant

1. Mr. Nathaniel Fox (hereinafter the "Claimant") is an American citizen and a professional basketball player. He is represented in these proceedings by Mr. Patrick King of Pro One Sports Management Inc., Holbeinstrasse 3, 53175 Bonn, Germany.

1.2 The Respondent

2. Basket Club Kalev/Cramo (hereinafter the "Respondent") is an Estonian basketball club. It is represented in these proceedings by Mr. Janno Kuusk, attorney at law, of Seppik & Sirel law firm, Scala City, Tartu mnt 43, 10128 Tallinn, Estonia.

2. The Arbitrator

3. On 7 April 2011, the President of the Basketball Arbitral Tribunal (the "BAT") appointed 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. By email dated 8 April 2011, the Arbitrator accepted his appointment. Neither of the parties has raised objections to the appointment of the Arbitrator or to the declaration of independence issued by him.

3. Facts and Proceedings

3.1 Background Facts

5. On 14 August 2008, the Claimant and the Respondent entered into a “Stipend Contract” (hereinafter, the “Contract”). The Contract contains, among others, the following provisions:

“2. The term of the Contract and the possession of Player’s Rights

2.1 The Contract is valid during the 2008/2009 season and starting September 1, 2008 until the expiration of the Contract on June 1, 2009 (hereinafter the term of the Contract) or after the completion of Club’s last playoff game, which ever occurs later.

2.2 This Contract will come into force upon being signed by the Parties. The obligation to pay the Stipend and perform the other obligations derived from the Contract for the Player will arise within 5 (five) calendar days after the Player getting a positive result in the medical examination and after the Player’s arrival at the Club’s training in 2008.

3. Stipend

During the term of the Contract, the Club agrees to pay the Player a stipend, which, during the 2008/2009 season is 160,000 USD (one hundred and sixty thousand US dollars) (hereinafter Stipend). The Stipend will be paid to the Player under the following conditions:

3.1 Within nine month (sic), monetary payments will be made from September 1, 2008 to June 1 2009:

September (after passing medical examination): 7000 US

October 1-June 1: 17 000 US/month

[...]

3.5 If the payment of the Stipend and/or bonus is delayed for more than 30 days, and if the Player has fulfilled all the obligations undertaken pursuant to the Contract, the Player has the right to refuse to participate in practices and games until the Club has fulfilled its monetary obligations to the Player.

4. Player bonuses

In addition to the Stipend, the Club agrees to pay the Player an additional Stipend (hereinafter Bonus) under the following conditions:

<i>4.1 A place in the Baltic League final six</i>	<i>½ month salary</i>
<i>4.2 A place in the Baltic League final four</i>	<i>¾ month salary (not additional to making the final 6)</i>
<i>4.3 A place in the Baltic League final</i>	<i>1 month salary (not additional to making the final 6 or final 4)</i>
<i>4.4 Home game win in the Baltic League</i>	<i>100 USD</i>
<i>4.5 Away game win in the Baltic League</i>	<i>200 USD</i>
<i>4.6 Estonian Championship</i>	<i>1 month salary</i>
<i>4.7 Home game win in FIBA EuroChallenge</i>	<i>100 USD</i>
<i>4.8 Away game win in FIBA EuroChallenge</i>	<i>200 USD</i>
<i>4.9 Qualifying from the group stage to the next round*</i>	

The Bonus specified in clause 4 will be paid to the Player monthly after the fulfillment of the listed requirements with his Stipend. All the Bonuses are payable to the Player under the same conditions that are applied to the Stipend.

**Bonuses for qualifying from FIBA EuroChallenge group stage will be signed between the player and the club in November 2008. Club confirms that bonus system will equal for all the players.*

[...]

6. The Claimant played for the Respondent during the 2008-2009 season. The Claimant claims that the Respondent did not pay him all of the sums that were due to him under the Contract.

3.2 The Proceedings before the BAT

7. On 19 February 2011, the Claimant filed a Request for Arbitration in accordance with the BAT Rules. The BAT received the non-reimbursable handling fee of EUR 2,000.00 from the Claimant in two payments on 23 February 2011 and 7 March 2011.
8. By letter dated 8 April 2011, the BAT Secretariat fixed a time limit until 29 April 2011 for the Respondent to file the Answer to the Request for Arbitration. By the same letter, the

BAT Secretariat informed the Parties that the FIBA Arbitral Tribunal (FAT) had been renamed to Basketball Arbitral Tribunal (BAT) and that, unless one of the Parties opposed by 15 April 2011, the new name would be applied to the present proceedings. Neither of the Parties raised any objections within the said time limit.

9. By the same letter of 8 April 2011, and with a time limit for payment until 15 April 2011, the following amounts were fixed as the Advance on Costs:

<i>"Claimant (Mr. Nathaniel Fox)</i>	<i>EUR 3,500</i>
<i>Respondent (Basket Club Kalev/Cramo)</i>	<i>EUR 3,500"</i>

10. Both Parties failed to pay their share of the Advance on Costs by 15 April 2011 and so, by letter dated 27 April 2011, the Arbitrator extended the deadline for payment of the Advance on Costs until 6 May 2011.
11. On 28 April 2011 the Respondent filed its Answer to the Request for Arbitration. The Answer contained a settlement proposal.
12. The Claimant paid his share of the Advance on Costs on 4 May 2011. The Respondent failed to pay its share of the Advance on Costs. On 23 May 2011 the Claimant paid the Respondent's share of the Advance on Costs in accordance with Article 9.3 of the BAT Rules.
13. On 8 June 2011, the Arbitrator issued a Procedural Order (hereinafter the "Procedural Order") informing the Claimant of Respondent's settlement proposal and asking him whether he was willing to accept it. On 10 June 2011, the Claimant responded to the Procedural Order by email rejecting Respondent's offer (see *infra* paragraphs 47 and 48).
14. By Procedural Order dated 14 June 2011, the Arbitrator declared the exchange of documents complete, and requested that the Parties submit detailed accounts of their

costs by 20 June 2011.

15. On 20 June 2011, the Claimant submitted the following account for costs:

*“€ 2.000,- non-refundable handling fee paid in 2 installments (€ 1.500 and € 500) by Patrick King
€ 3.500,- advance on costs for Claimant paid by Patrick King
€ 3.500,- advance on costs for Respondent paid by Patrick King
€ 9.000,- total all paid by Patrick King”*

16. On 20 June 2011, the Respondent submitted the following account for costs:

“Hereby the Club declares that they have spent EUR 900 (nine hundred euros) on legal fees in the case BAT 0166/11 – Fox vs. Basket Club Kalev/Cramo.”

17. By email dated 29 June 2011, the BAT Secretariat invited the Parties to submit any comments on the other Party’s account of costs by no later than 4 July 2011. Neither Party submitted any such comments.
18. Since neither of the Parties filed an application for a hearing, 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 of the Parties.

4. The Parties' Submissions

4.1 The Claimant's Submissions

19. The Claimant submits that the Respondent failed to pay him USD 54,332.00 in salary and bonus payments due under the Contract.
20. The Claimant submits that he endeavoured to reach a settlement acceptable to both Parties and that he did so in good faith and patiently. The Claimant states that he did not exercise his right under Clause 3.5 of the Contract, which provides:

"if the payment of the Stipend or/or bonus is delayed for more than 30 days, and if the Player has fulfilled all the obligations undertaken pursuant to the Contract, the Player has the right to refuse to participate in practices or games until the Club has fulfilled its monetary obligations to the Player."

21. The Claimant's request for relief states:

"Basket Club Kalev/Cramo still has the following contractual obligations towards the claimant:

Salary and bonus payments:

USD \$54,332.- in total and which were due on at the latest on June 1, 2009. Since the Respondent often made sporadic payments (see attached Evidence page 14) it was difficult to say exactly which single payment was overdue. The total amount owed to the Claimant during the duration of the agreement minus the amount paid to the Claimant by the Respondent, is outlined on page 50 of the attached Evidence.

Additionally, Mr. Fox is requesting that the club pay:

***5% interest** on the outstanding payment.*

*Any and all costs and fees associated with the FAT case to be reimbursed to the payer of said **fees/costs**, be it the player or his representative."*

4.2 The Respondent's Submissions

22. The Respondent has acknowledged its liability to pay USD 54,332.00 to the Claimant for outstanding salary and bonus payments. In its Answer it states “*the Club has always admitted its debt to the Player and has never presented any objections about the debt amount or has never attempted to avoid its obligations...*”
23. The Respondent states that it has not paid these sums because of the adverse economic climate in Estonia and because the Tallinn City Government withdrew financial support of the Respondent.
24. In its Answer, the Respondent refers to principles of Estonian law and, in particular, obligations on Parties to act in good faith with one another. The Respondent submits that the Claimant breached Clause 6.9 of the Contract (which states “[*t*]he Player undertakes not to abuse alcoholic beverages [...] or appear in public under the influence of alcohol”) by appearing in public under the influence of alcohol while driving a car belonging to the Respondent in December 2008. The Respondent notes that it did not terminate the Contract following this incident.
25. The Respondent submits that because of: (i) its conduct in not terminating the Contract; and (ii) the fact that the Claimant’s demand for payment of the sums owed to him could result in the bankruptcy of the Respondent, the Claimant has not acted in good faith, contrary to Estonian law.

5. Jurisdiction and other Procedural Issues

5.1 The Jurisdiction of the BAT

26. 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 (PILA).

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

5.1.1 Arbitrability

28. 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.¹

5.1.2 Formal and substantive validity of the arbitration agreement

29. 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.

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

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."

30. Clause 9.3 of the Contract states as follows:

"Any disputes resulting from the proper execution of any clauses in this Contract will be resolved by mutual agreement between the Parties. If an agreement cannot be reached, all disputes 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."

31. The Contract is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.

32. With respect to substantive validity, the Arbitrator considers that there are no indications which could cast doubt on the validity of the arbitration agreement under Swiss law (cf. Article 178(2) PILA).

33. In light of the above, the Arbitrator finds that the BAT has jurisdiction to hear this dispute.

6. Discussion

6.1 Applicable Law – *ex aequo et bono*

34. 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 authorise 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 authorise the arbitral tribunal to decide ex aequo et bono”.

35. Clause 9.3 of the Contract stipulates that:

“all disputes 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”.

36. Article 15.1 of the BAT Rules provides that:

“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”

37. In light of the above provisions, the Arbitrator finds that the present case shall be decided *ex aequo et bono*.

38. 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*² (Concordat),³ 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

² That is the Swiss statute that governed international and domestic arbitration before the enactment of the PILA (governing international arbitration) and, most recently, the Swiss Code of Civil Procedure (governing domestic arbitration).

³ P.A. KARRER, Basler Kommentar, No. 289 ad Art. 187 PILA.

*those rules.*⁴

39. 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”.⁵

40. In its Answer, the Respondent submitted that the Arbitrator should consider principles of Estonian law. The Arbitrator finds that Estonian law is irrelevant because, pursuant to Clause 9.3 of the Contract (as set out above), the Parties have expressly agreed that any disputes arising out of the Contract shall be resolved in accordance with the BAT Rules. Article 15.1 of the BAT Rules provides that “*the Arbitrator shall decide the dispute [...] without reference to any particular national or international law*”.

41. Clause 9.2 of the Contract states:

“In questions unregulated by the Contract, the Parties will be guided by the laws of the Republic of Estonia and other legislation, as well as the rules and regulations established by the Estonian Basketball Association and FIBA.”

42. The Arbitrator finds that the effect of this clause (when read in conjunction with Clause 9.3 of the Contract) is that the laws of the Republic of Estonia shall guide the resolution of disputes between the Parties which do not arise out of the Contract. The present dispute is one which does arise out of the Contract because it is a claim by the Claimant that the Respondent has failed to perform his obligations under the Contract by failing to make salary and bonus payments. Accordingly, the Arbitrator finds that Clause 9.2 has no application to the present dispute.

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

⁴ JdT 1981 III, p. 93 (free translation).

6.2 Findings

6.2.1 Salary and bonuses for the 2008-2009 season

44. Both Parties agree that the Respondent owes the Claimant USD 54,332.00 in unpaid salary and bonuses due from the 2008-2009 season.
45. The Respondent submitted that the Claimant has acted in bad faith and that, in doing so, he has breached provisions of Estonian law. For the reasons provided in paragraphs 34 to 42, the Arbitrator finds that this dispute shall be decided *ex aequo et bono*. Consequently, Estonian law is irrelevant for the purposes of the present case. The Arbitrator notes that, in any event, it does not appear that the Claimant has acted in bad faith in relation to the contractual dispute. The Claimant has submitted several emails showing that he attempted to settle the dispute without recourse to the BAT and that he showed patience in waiting for the Respondent to pay him the outstanding sums. For example, on 3 July 2009, the Respondent made a settlement proposal by letter to the Claimant under which the Claimant would receive instalments of outstanding salary and bonus payments over a 30 month period. By email dated 12 July 2009, the Claimant accepted these settlement terms, however no written contract was signed to effect the settlement and the Respondent did not make the payments provided for under the settlement proposal.
46. The Respondent submitted that it has been unable to make payments to the Claimant because of the unfavourable economic climate in Estonia. The Arbitrator finds that the adverse economic situation in Estonia is not a defence to late payment of salary and bonus payments. This accords with the findings that the Arbitrator made in BAT (then FAT) case 0099/10 (Perry v Besiktas Jimnastik Kulubu) at paragraph 44.

⁵ PLOUDRET/BESSON, *Comparative Law of International Arbitration*, London 2007, No. 717, pp. 625-626.

47. The Arbitrator notes that the Respondent's Answer contained the following settlement proposal:

"1) The Club overall debt to the Player shall be deducted by 30% to 38,032.40 USD;

2) The debt amount 38,032.40 USD shall be paid to the Player in 48 installments beginning from the date of the BAT judgement. Although the Club reserves the right for earlier repayment if the financial situation of the Club shall substantially improve."

48. In the Procedural Order the Arbitrator asked the Claimant whether he would accept the Respondent's proposal. In his response to the Procedural Order, the Claimant rejected the Respondent's offer. The Arbitrator finds that the Claimant was entitled to reject the Respondent's settlement offer.

49. Accordingly, the Arbitrator finds that the Respondent is obliged to pay the Claimant USD 54,332.00 in relation to unpaid salary and bonuses for the 2008-2009 season.

50. Under Clause 3 of the Contract the Claimant was entitled to the following salary payments:

Date payment due	Amount (USD)
1 September 2008	7,000.00
1 October 2008	17,000.00
1 November 2008	17,000.00
1 December 2008	17,000.00
1 January 2009	17,000.00
1 February 2009	17,000.00
1 March 2009	17,000.00
1 April 2009	17,000.00
1 May 2009	17,000.00
1 June 2009	17,000.00

Total	160,000.00
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51. Under Clause 4 of the Contract the Claimant was entitled to certain bonus payments. It is not in dispute between the Parties that the Claimant is entitled to the following bonus payments.

Achievement	Date of achievement	Amount (USD)
Winning the Estonian Championship	10 October 2008	17,000.00
Away game win in the Baltic League	1 November 2008	200.00
Away game win in the Baltic League	15 November 2008	200.00
Home game win in the Baltic League	20 November 2008	100.00
Home game win in FIBA EuroChallenge	25 November 2008	100.00
Away game win in the Baltic League	29 November 2008	200.00
Away game win in the Baltic League	6 December 2008	200.00
Home game win in the Baltic League	12 December 2008	100.00
Home game win in the Baltic League	30 December 2008	100.00
Home game win in the Baltic League	3 January 2009	100.00
Home game win in FIBA EuroChallenge	6 January 2009	100.00
Home game win in the Baltic League	31 January 2009	100.00
Home game win in the Baltic League	5 February 2009	100.00
Home game win in the Baltic League	27 February 2009	100.00
Home game win in the Baltic League	14 March 2009	100.00
Away game win in the Baltic League	28 March 2009	200.00
A place in the Baltic League final six	1 April 2009	8,500.00
Total		27,500.00

52. Therefore, the total amount owed to the Claimant by the Respondent USD 187,000.00

(USD 160,000.00 in salary plus USD 27,000.00 in bonuses).

53. The parties agree that the following deductions should be made from the amount that the Respondent owes to the Claimant.

Deduction	Date of deduction	Deduction amount (USD)
Fine by the Respondent – 1 technical foul	16 December 2008	3,100.00
October, November and December phone bills and a parking ticket	30 January 2009	455.00
Fine by the Respondent	11 March 2009	405.00
Fine by the Federation and a phone bill	26 March 2009	479.00
Phone bill, three parking tickets and a technical foul	13 April 2009	294.00
Phone bill	12 May 2009	120.00
Bill for shirts	25 May 2009	42.00
Total		1,895.00

54. The Parties agree that a refund of USD 1,500.00, relating to a fine from 1 June 2009, should be made by the Respondent to the Claimant.
55. The payments made by the Respondent to the Claimant for the 2008-2009 season were irregular and do not match the payment schedule set out in the Contract. The Respondent has made the following payments to Claimant:

Date of payment	Payment amount (USD)

26 September 2008	3,500.00
1 October 2008	20,758.00
3 November 2008	17,000.00
1 December 2008	8,500.00
16 December 2008	5,400.00
5 January 2009	8,500.00
20 January 2009	4,250.00
30 January 2009	3,795.00
3 February 2009	8,500.00
16 February 2009	4,250.00
27 February 2009	4,250.00
11 March 2009	8,095.00
26 March 2009	2,241.00
13 April 2009	8,206.00
22 April 2009	2,720.00
12 May 2009	8,380.00
25 May 2009	2,678.00
26 June 2009	4,250.00
26 August 2009	1,500.00
7 October 2009	1,000.00
11 December 2009	1,000.00
23 March 2010	1,000.00
Total	129,773.00

56. Accordingly, the total amount of USD 187,000.00 owed to the Claimant by the Respondent for the 2008-2009 season is reduced by USD 133,168.00 (USD 1,895.00 for deductions plus USD 1,500.00 for the fine refund plus USD 129,773.00 for salary payments already made by the Respondent). Therefore, the Arbitrator calculates that

the Claimant is owed USD 54,332.00 by the Respondent (USD 187,000.00 minus USD 133,168.00). The Parties agree that this is the correct amount owing to the Claimant.

6.2.2 Interest

57. The Claimant claims interest on the unpaid amounts at a rate of 5% per annum. Payment of interest is a customary and necessary compensation for late payment and there is no reason why the Claimant should not be awarded interest. The Arbitrator considers, in line with the jurisprudence of the BAT, that 5% per annum is a reasonable rate of interest that should be applied to the outstanding payments.

58. The Arbitrator considers that interest on the Claimant's unpaid salary and bonuses should run from the date on which the amounts were due. The salary and bonus payments that were made by the Respondent to the Claimant were irregular and did not follow the payment schedule set out in the Contract. Thus, for the purposes of calculating interest, the amounts that the Respondent did pay to the Claimant will be apportioned to the earliest payment obligation under the Contract.

59. Accordingly, interest for unpaid salary and bonuses is payable at 5% per annum as follows:

- (a) on USD 7,000.00⁶ from 1 September 2008 to 25 September 2008;
- (b) on USD 3,500.00⁷ from 26 September 2008 to 30 September 2008;

⁶ The amount of USD 7,000.00 consists of one missed salary payment.

⁷ The amount of USD 3,500.00 consists of one salary payment less one payment made by the Respondent of USD 3,500.00.

- (c) on USD 16,742.00⁸ from 10 October 2008 to 31 October 2008;
- (d) on USD 33,942.00⁹ from 1 November 2008 to 2 November 2008;
- (e) on USD 16,942.00¹⁰ from 3 November 2008 to 14 November 2008;
- (f) on USD 17,142.00¹¹ from 15 November 2008 to 19 November 2008;
- (g) on USD 17,242.00¹² from 20 November 2008 to 24 November 2008;
- (h) on USD 17,342.00¹³ from 25 November 2008 to 28 November 2008;
- (i) on USD 17,542.00¹⁴ from 29 November 2008 to 30 November 2008;
- (j) on USD 26,042.00¹⁵ from 1 December 2008 to 5 December 2008;

⁸ The amount of USD 16,742.00 consists of two salary payments and one bonus payment of USD 17,000.00 less payments made by the Respondent of USD 3,500.00 and USD 20,758.00.

⁹ The amount of USD 33,942.00 consists of three salary payments and two bonus payments of USD 17,000.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00 and USD 20,758.00.

¹⁰ The amount of USD 16,942.00 consists of three salary payments and two bonus payments of USD 17,000.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00 and USD 17,000.00.

¹¹ The amount of USD 17,142.00 consists of three salary payments and three bonus payments of USD 17,000.00, USD 200.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00 and USD 17,000.00.

¹² The amount of USD 17,242.00 consists of three salary payments and four bonus payments of USD 17,000.00, USD 200.00, USD 200.00 and USD 100.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00 and USD 17,000.00.

¹³ The amount of USD 17,342.00 consists of three salary payments and five bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00 and USD 100.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00 and USD 17,000.00.

- (k) on USD 26,242.00¹⁶ from 6 December 2008 to 11 December 2008;
- (l) on USD 26,342.00¹⁷ from 12 December 2008 to 15 December 2008;
- (m) on USD 17,842.00¹⁸ from 16 December 2008 to 29 December 2008;
- (n) on USD 17,942.00¹⁹ from 30 December 2008 to 31 December 2009;
- (o) on USD 34,942.00²⁰ from 1 January 2009 to 2 January 2009;
- (p) on USD 35,042.00²¹ from 3 January 2009 to 4 January 2009;

¹⁴ The amount of USD 17,542.00 consists of three salary payments and six bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00 and USD 17,000.00.

¹⁵ The amount of USD 26,042.00 consists of four salary payments and six bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00 and USD 8,500.00.

¹⁶ The amount of USD 26,242.00 consists of four salary payments and seven bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00 and USD 200.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00 and USD 8,500.00.

¹⁷ The amount of USD 26,342.00 consists of four salary payments and eight bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00 and USD 100.00 less payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00 and USD 8,500.00.

¹⁸ The amount of USD 17,842.00 consists of four salary payments and eight bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00 and USD 5,400.00.

¹⁹ The amount of USD 17,942.00 consists of four salary payments and nine bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00 and USD 5,400.00.

²⁰ The amount of USD 34,942.00 consists of five salary payments and nine bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00 and USD 5,400.00.

- (q) on USD 26,542.00²² for 5 January 2009;
- (r) on USD 26,642.00²³ from 6 January 2009 to 19 January 2009;
- (s) on USD 22,392.00²⁴ from 20 January 2009 to 29 January 2009;
- (t) on USD 18,142.00²⁵ from 30 January 2009 to 30 January 2009;
- (u) on USD 18,242.00²⁶ for 31 January 2009;
- (v) on USD 35,242.00²⁷ from 1 February 2009 to 2 February 2009;

²¹ The amount of USD 35,042.00 consists of five salary payments and ten bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00 and USD 5,400.00.

²² The amount of USD 26,542.00 consists of five salary payments and ten bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00 and USD 8,500.00.

²³ The amount of USD 26,642.00 consists of five salary payments and eleven bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00 and USD 8,500.00.

²⁴ The amount of USD 22,392.00 consists of five salary payments and eleven bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less a deduction of USD 3,100 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00 and USD 4,250.00.

²⁵ The amount of USD 18,142.00 consists of five salary payments and eleven bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00 and USD 3,795.00.

²⁶ The amount of USD 18,242.00 consists of five salary payments and twelve bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00

- (w) on USD 26,742.00²⁸ from 3 February 2009 to 4 February 2009;
- (x) on USD 26,842.00²⁹ from 5 February 2009 to 15 February 2009;
- (y) on USD 22,592.00³⁰ from 16 February 2009 to 26 February 2009;
- (z) on USD 18,442.00³¹ from 27 February 2009 to 28 February 2009;
- (aa) on USD 35,442.00³² from 1 March 2009 to 10 March 2009;

and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00 and USD 3,795.00.

²⁷ The amount of USD 35,242.00 consists of six salary payments and twelve bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00 and USD 3,795.00.

²⁸ The amount of USD 26,742.00 consists of six salary payments and twelve bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00 and USD 8,500.00.

²⁹ The amount of USD 26,842.00 consists of six salary payments and thirteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00 and USD 8,500.00.

³⁰ The amount of USD 26,842.00 consists of six salary payments and thirteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00 and USD 4,250.00.

³¹ The amount of USD 26,842.00 consists of six salary payments and fourteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00 and USD 4,250.00.



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- (bb) on USD 26,942.00³³ from 11 March 2009 to 13 March 2009;
- (cc) on USD 27,042.00³⁴ from 14 March 2009 to 25 March 2009;
- (dd) on USD 24,322.00³⁵ from 26 March 2009 to 27 March 2009;
- (ee) on USD 24,522.00³⁶ from 28 March 2009 to 31 March 2009;
- (ff) on USD 50,022.00³⁷ from 1 April 2009 to 12 April 2009;

³² The amount of USD 35,442.00 consists of seven salary payments and fourteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100 and USD 455.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00 and USD 4,250.00.

³³ The amount of USD 26,942.00 consists of seven salary payments and fourteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100, USD 455.00 and USD 405.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00 and USD 8,095.00.

³⁴ The amount of USD 27,042.00 consists of seven salary payments and fifteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100, USD 455.00 and USD 405.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00 and USD 8,095.00.

³⁵ The amount of USD 24,522.00 consists of seven salary payments and fifteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 100.00 less deductions of USD 3,100, USD 455.00, USD 405.00 and USD 479.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00 and USD 2,241.00.

³⁶ The amount of USD 24,322.00 consists of seven salary payments and sixteen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00 and USD 200.00 less deductions of USD 3,100, USD 455.00, USD 405.00 and USD 479.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00 and USD 2,241.00.



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- (gg) on USD 41,522.00³⁸ from 13 April 2009 to 21 April 2009;
- (hh) on USD 38,802.00³⁹ from 22 April 2009 to 30 April 2009;
- (ii) on USD 55,802.00⁴⁰ from 1 May 2009 to 11 May 2009;
- (jj) on USD 47,302.00⁴¹ from 12 May 2009 to 24 May 2009;

³⁷ The amount of USD 50,022.00 consists of eight salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00 and USD 479.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00 and USD 2,241.00.

³⁸ The amount of USD 41,522.00 consists of eight salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00 and USD 294.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00 and USD 8,206.00.

³⁹ The amount of USD 38,802.00 consists of eight salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00 and USD 294.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00 and USD 2,720.00.

⁴⁰ The amount of USD 55,802.00 consists of nine salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00 and USD 294.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00 and USD 2,720.00.

⁴¹ The amount of USD 47,302.00 consists of nine salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00 and USD 120.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD



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- (kk) on USD 44,582.00⁴² from 25 May 2009 to 31 May 2009;
- (ll) on USD 63,082.00⁴³ from 1 June 2009 to 25 June 2009;
- (mm) on USD 58,832.00⁴⁴ from 26 June 2009 to 25 August 2009;
- (nn) on USD 57,332.00⁴⁵ from 26 August 2009 to 6 October 2009;

17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00 and USD 8,380.00.

⁴² The amount of USD 44,582.00 consists of nine salary payments and seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00 and USD 2,678.00.

⁴³ The amount of USD 63,082.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00 and USD 2,678.00.

⁴⁴ The amount of USD 58,832.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00, USD 2,678.00 and USD 4,250.00.

⁴⁵ The amount of USD 57,332.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00, USD 2,678.00, USD 4,250.00 and USD 1,500.00.



- (oo) on USD 56,332.00⁴⁶ from 7 October 2009 to 10 December 2009;
- (pp) on USD 55,332.00⁴⁷ from 11 December 2009 to 22 March 2010; and
- (qq) on USD 54,332.00⁴⁸ from 23 March 2010.

7. Costs

60. Article 17.2 of the BAT Rules provides that the final amount of the costs of the

⁴⁶ The amount of USD 56,332.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00, USD 2,678.00, USD 4,250.00, USD 1,500.00 and USD 1,000.00.

⁴⁷ The amount of USD 55,332.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments made by the Respondent of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00, USD 2,678.00, USD 4,250.00, USD 1,500.00, USD 1,000.00 and USD 1,000.00.

⁴⁸ The amount of USD 54,332.00 consists of ten salary payments, seventeen bonus payments of USD 17,000.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00, USD 200.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 100.00, USD 200.00 and USD 8,500.00 and a refunded deduction of USD 1,500.00 less deductions of USD 3,100, USD 455.00, USD 405.00, USD 479.00, USD 294.00, USD 120.00 and USD 42.00 and payments of USD 3,500.00, USD 20,758.00, USD 17,000.00, USD 8,500.00, USD 5,400.00, USD 8,500.00, USD 4,250.00, USD 3,795.00, USD 8,500.00, USD 4,250.00, USD 8,095.00, USD 2,241.00, USD 8,206.00, USD 2,720.00, USD 8,380.00, USD 2,678.00, USD 4,250.00, USD 1,500.00, USD 1,000.00, USD 1,000.00 and USD 1,000.00.

arbitration shall be determined by the BAT President and may either be included in the award or communicated to the Parties separately. Furthermore, Article 17.3 of the BAT Rules provides that the award shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.

61. On 8 August 2011, considering that, pursuant to Article 17.2 of the BAT Rules, *“the BAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of BAT and the fees and costs of the BAT President and the Arbitrator”*, and that *“the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the BAT President from time to time”*, taking into account all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and the procedural questions raised, the BAT President determined the arbitration costs in the present matter at EUR 7,000.00.

62. The Arbitrator notes that the Respondent did not pay its share of the Advance on Costs. The Arbitrator notes that the Claimant was successful in establishing his claim in full. The Arbitrator considers it appropriate to take into account the non-reimbursable fee when assessing the expenses incurred by the Claimant in connection with these proceedings. Thus, the Arbitrator decides that in application of Article 17.3 of the BAT Rules:
 - The Respondent shall pay to the Claimant EUR 7,000.00 for arbitration costs;
 - The Respondent shall pay to the Claimant the amount of EUR 2,000.00 as a contribution towards his legal expenses.

8. AWARD

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

- 1. Basket Club Kalev/Cramo is ordered to pay to Mr. Nathaniel Fox USD 54,332.00 as compensation for unpaid salary and bonuses, together with interest at a rate of 5% per annum as follows:**
 - i. on USD 7,000.00 from 1 September 2008 to 25 September 2008;**
 - ii. on USD 3,500.00 from 26 September 2008 to 30 September 2008;**
 - iii. on USD 16,742.00 from 10 October 2008 to 31 October 2008;**
 - iv. on USD 33,942.00 from 1 November 2008 to 2 November 2008;**
 - v. on USD 16,942.00 from 3 November 2008 to 14 November 2008;**
 - vi. on USD 17,142.00 from 15 November 2008 to 19 November 2008;**
 - vii. on USD 17,242.00 from 20 November 2008 to 24 November 2008;**
 - viii. on USD 17,342.00 from 25 November 2008 to 28 November 2008;**
 - ix. on USD 17,542.00 from 29 November 2008 to 30 November 2008;**
 - x. on USD 26,042.00 from 1 December 2008 to 5 December 2008;**
 - xi. on USD 26,242.00 from 6 December 2008 to 11 December 2008;**
 - xii. on USD 26,342.00 from 12 December 2008 to 15 December 2008;**
 - xiii. on USD 17,842.00 from 16 December 2008 to 29 December 2008;**
 - xiv. on USD 17,942.00 from 30 December 2008 to 31 December 2009;**
 - xv. on USD 34,942.00 from 1 January 2009 to 2 January 2009;**
 - xvi. on USD 35,042.00 from 3 January 2009 to 4 January 2009;**
 - xvii. on USD 26,542.00 for 5 January 2009;**
 - xviii. on USD 26,642.00 from 6 January 2009 to 19 January 2009;**
 - xix. on USD 22,392.00 from 20 January 2009 to 29 January 2009;**
 - xx. on USD 18,142.00 from 30 January 2009 to 30 January 2009;**

- xxi. on USD 18,242.00 for 31 January 2009;
 - xxii. on USD 35,242.00 from 1 February 2009 to 2 February 2009;
 - xxiii. on USD 26,742.00 from 3 February 2009 to 4 February 2009;
 - xxiv. on USD 26,842.00 from 5 February 2009 to 15 February 2009;
 - xxv. on USD 22,592.00 from 16 February 2009 to 26 February 2009;
 - xxvi. on USD 18,442.00 from 27 February 2009 to 28 February 2009;
 - xxvii. on USD 35,442.00 from 1 March 2009 to 10 March 2009;
 - xxviii. on USD 26,942.00 from 11 March 2009 to 13 March 2009;
 - xxix. on USD 27,042.00 from 14 March 2009 to 25 March 2009;
 - xxx. on USD 24,322.00 from 26 March 2009 to 27 March 2009;
 - xxxi. on USD 24,522.00 from 28 March 2009 to 31 March 2009;
 - xxxii. on USD 50,022.00 from 1 April 2009 to 12 April 2009;
 - xxxiii. on USD 41,522.00 from 13 April 2009 to 21 April 2009;
 - xxxiv. on USD 38,802.00 from 22 April 2009 to 30 April 2009;
 - xxxv. on USD 55,802.00 from 1 May 2009 to 11 May 2009;
 - xxxvi. on USD 47,302.00 from 12 May 2009 to 24 May 2009;
 - xxxvii. on USD 44,582.00 from 25 May 2009 to 31 May 2009;
 - xxxviii. on USD 63,082.00 from 1 June 2009 to 25 June 2009;
 - xxxix. on USD 58,832.00 from 26 June 2009 to 25 August 2009;
 - xl. on USD 57,332.00 from 26 August 2009 to 6 October 2009;
 - xli. on USD 56,332.00 from 7 October 2009 to 10 December 2009;
 - xlii. on USD 55,332.00 from 11 December 2009 to 22 March 2010; and
 - xliii. on USD 54,332.00 from 23 March 2010.
2. **Basket Club Kalev/Cramo is ordered to pay to Mr. Nathaniel Fox EUR 7,000.00 as a reimbursement of the advance of BAT costs.**
 3. **Basket Club Kalev/Cramo is ordered to pay to Mr. Nathaniel Fox EUR 2,000.00 as a contribution towards his legal expenses.**
 4. **Any other or further requests for relief are dismissed.**



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Geneva, seat of the arbitration, 17 August 2011

Raj Parker
(Arbitrator)