

## **ARBITRAL AWARD**

**(BAT 0400/13)**

by the

### **BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Stephan Netzle**

in the arbitration proceedings between

**Mr. Mire Dejuan Chatman**

c/o Higher vision sports AMG, P.O. Box 511533,  
Milwaukee, WI 53203-0261, USA

**- Claimant -**

represented by Mr. Alexander Colaert, attorney at law,  
Louizalaan 89, 1050 Brussels, Belgium

vs.

**Pinar Karsiyaka SK Izmir**

Yali Cad. 396, 35540 Izmir, Turkey

**- Respondent -**

represented by Messrs. Sedef Üstüner and Mehmet Yaya, attorneys at law,  
Yali Cad. 396, 35540 Izmir, Turkey

## **1. The Parties**

### **1.1. The Claimant**

1. Mr. Mire Dejuan Chatman (hereinafter the “Player”) is a professional basketball player of US nationality. He is represented by Mr. Alexander Colaert, attorney at law in Brussels, Belgium.

### **1.2. The Respondent**

2. Pinar Karsiyaka SK Izmir (hereinafter the “Club”) is a professional basketball club located in Izmir, Turkey. The Club was initially represented by Mr. Sedef Üstüner and thereafter by Mr. Mehmet Yaya, both attorneys at law in Izmir, Turkey.

## **2. The Arbitrator**

3. On 14 June 2013, the President of the Basketball Arbitral Tribunal (hereinafter the “BAT”), Prof. Richard H. McLaren, appointed Dr. Stephan Netzle as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (hereinafter the “BAT Rules”). Neither of the Parties has raised objections to the appointment of the Arbitrator or to his declaration of independence.

## **3. Facts and Proceedings**

### **3.1. Summary of the Dispute**

4. On 12 July 2011, the Player entered into an employment agreement with the Club for the 2010-2011 season (hereinafter the “Player Contract”). The Club agreed to pay the

Player a “fully guaranteed net salary” of USD 400,000.00 to be paid in 11 instalments as scheduled in Article 3 of the Player Contract.

5. The Player stayed with the Club for the entire 2011-2012 season (the first official game took place on 16 October 2011 and the season ended with the last game on 9 May 2012). The Club paid USD 330,000.00 in total to the Player and the last instalment payment was made in April 2012.
6. On 17 July 2012, the Club sent a letter to the Player which contains, inter alia, the following:

*“Re: Mire Chatman 2011-12 Contract with Pinar Karsiyaka*

*Dear Sirs:*

*Please accept this letter that we understand that we are in breach of contract but we guarantee that we will fulfill all of our financial obligations under the contract we signed with you on July 12, 2011. We guarantee to pay to your United States bank account listed below the following payments on the following dates and not later:*

*July 30<sup>th</sup>, 2012: \$35,000  
August 30, 2012: \$35,000 “*

7. In summer 2012, the Player filed a request with the “3rd Execution Office of Karsiyaka, Turkey” (hereinafter the “Execution Office”). Under case no. 2012/5892, the Player requested a payment order against the Club in the amount of USD 71,214.93. The Club filed an objection against the payment order and no payment was made by the Club.
8. On 30 October 2012, the Player’s agent informed the Club by email that the amount of USD 70,000.00 was still outstanding. He requested payment within 48 hours, otherwise, the Player would file a claim “with FIBA” against the Club. To date, the Club has not executed any of the claimed payments to the Player.

### 3.2. The Proceedings before the BAT

9. On 15 April 2013, the BAT Secretariat received the Player's Request for Arbitration of the same date. The non-reimbursable handling fee of EUR 1,990.00 was received in the BAT bank account on 8 April 2013.
10. By letter of 17 June 2013, the BAT Secretariat confirmed receipt of the Request for Arbitration and informed the Parties about the appointment of the Arbitrator. Furthermore, a time limit was fixed for the Club to file its answer to the Request for Arbitration in accordance with Article 11.2 of the BAT Rules (hereinafter the "Answer") by no later than 8 July 2013. The BAT Secretariat also requested the Parties to pay the following amount as an Advance on Costs by no later than 27 June 2013:

*"Claimant (Mr Mire Dejuan Chatman) EUR 4,000*

*Respondent (Pinar Karsiyaka SK Izmir) EUR 4,000"*

11. By letter of 9 July 2013, the BAT Secretariat confirmed receipt of the Player's share of the Advance on Costs and informed the Parties about the Club's failure to submit the Answer and to pay its share of the Advance on Costs. The BAT Secretariat informed that the arbitration would not proceed until receipt of the full amount of the Advance on Costs and invited the Player to substitute the Club's share of the Advance of Costs by 19 July 2013. Furthermore, the Club was granted a final chance to file the Answer by 16 July 2013.
12. On 11 July 2013, the BAT Secretariat acknowledged receipt of the Club's Answer of the same date.
13. By letter of 19 July 2013, the BAT Secretariat acknowledged receipt of the full Advance on Costs entirely paid by the Player and informed the Parties that the proceedings would now continue. Furthermore, the Arbitrator requested the Player to reply to specific questions by 2 August 2013.

14. On 2 August 2013, the BAT Secretariat received the Player's answers to the Arbitrator's questions of 19 July 2013.
15. By letter of 23 August 2013, the Arbitrator informed the Parties about the conclusions of his own research regarding the proceedings before the Execution Office in Turkey and invited them to comment on the information by 30 August 2013. The Player's counsel provided its comments on 30 August 2013. The Club's counsel requested an extension of the time limit to submit its comments.
16. On 11 September 2013, the Arbitrator granted an extension of the time limit for the Club's submission by no later than 23 September 2013. By email of 23 September 2013, the Club's counsel asked for a further extension of the time limit. On the same day and in view of the circumstances, the Arbitrator granted the Club a final chance to file its submission by no later than 30 September 2013 and informed the Parties that no further extension will be granted. The Club filed its submissions on 30 September 2013.
17. By letter of 2 October 2013, the BAT Secretariat informed the Parties that the Arbitrator declared the exchange of documents complete, and invited the Parties to submit a detailed account of their costs by 9 October 2013. The Club failed to provide any account of costs.
18. By letter dated 3 October 2013, the Player's counsel submitted a detailed account of the Player's legal fees and expenses which are summarized in the letter as follows:

<i>"LEGAL FEES Alexander Colaert:</i>	<i>€4.520,00</i>
<i>LEGAL FEES Craig McKenzie:</i>	<i>€921,99</i>
<i>HANDLING FEE:</i>	<i>€2.000,00</i>
<i>ADVANCE ON COSTS:</i>	<i>€7.980,00</i>
<i>TOTAL:</i>	<i>€15.421,99"</i>

19. By letter of 14 October 2013, the BAT Secretariat acknowledged receipt of the Player's account of costs and invited the Club to submit its comments, if any, on the Player's account of costs by no later than 21 October 2013. The Club did not file any comments.

20. The Parties did not request the BAT hold a hearing. Therefore, in accordance with Article 13.1 of the BAT Rules, the Arbitrator decided not to hold a hearing and to deliver the award on the basis of written submissions only.

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

##### **4.1. The Claimant's Position**

21. The Player submits the following in substance:

- The Club failed to pay salary in the amount of USD 70,000.00. The Club repeatedly acknowledged its payment obligations and promised to settle them but no payment was made to the Player.
- The Player is entitled to interest payment of 5% p.a. on the outstanding amount of USD 70,000.00 starting on 15 May 2011 until the day of complete payment. The Player has been waiting for his salary for more than a year and – in line with BAT jurisprudence – default interest should be awarded.
- The Player has never authorized any lawyer to file a request with the Execution Office. In any case, the Execution Office has not rendered a decision but the Club has objected and therefore the proceedings are “dormant”. In addition, Article 17 of the Player Contract expressly grants the right to file claims simultaneously before a competent court in Istanbul and before the BAT.

##### **4.2. Claimant's Request for Relief**

22. In his Request for Arbitration, the Player requested the following relief:

*“• Respondent is liable of paying the amount of seventy thousand U.S. Dollar (\$70,000.00) in principle to Claimant;*

- Respondent is liable of paying late interest to claimant on the amount of seventy thousand U.S. Dollar (\$70,000.00) starting May 15<sup>th</sup> 2011 until the day of complete payment;
- Respondent is liable of reimbursing all BAT expenses and procedure costs which have been advanced by Claimant; and
- Respondent shall indemnify Claimant for incurred legal expenses (including attorney's fees) up to an amount of €2220.00"

#### **4.3. The Respondent's Position**

23. The Club submits the following in substance:

- The Player has already filed a request with the Execution Office (case no. 2012/5892) for the same amount as claimed before the BAT. The request with the Execution Office was filed prior to the claim with the BAT and is still pending (but "dormant"). To avoid the risk of double-payment, the BAT claim has to be rejected.
- The Player's submission that his Turkish lawyer (Mr. Yildirim) was not empowered to file a request with the Execution Office is incorrect because the Execution Office would not have accepted the request without a valid power of attorney.

#### **4.4. Respondent's Request for Relief**

24. In its Answer, the Club requested the following relief:

*"Finally, for the reasons we explained, we request you to reject the Claimants' unlawful demand because of its repeated and to let to solve the problem by the Turkish execution office."*

#### **5. Jurisdiction**

25. 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).

26. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the Parties.
27. The Arbitrator finds that the dispute is of a financial nature and arbitrable within the meaning of Article 177(1) PILA.

#### 5.1. The arbitration agreement

28. The jurisdiction of the BAT over the dispute results from the arbitration clause contained in Article 17 of the Player Contract, which reads as follows:

***“Art. 17) Arbitration, Jurisdiction & Governing Law.** In relation to the Art. 13 of this contract—this contract shall be interpreted and enforced in accordance with the laws of TURKEY. All disputes arising between Club and the Player shall be submitted to a court of competent jurisdiction in Istanbul, Turkey and to the governing bodies of (FIBA) authorities (FAT) where appropriate and necessary. Any dispute arising from or related to the present contract shall be submitted to the FIBA 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 in 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 BAT 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. In accordance with Article 1.1 of the BAT Rules, these rules “shall apply whenever the parties to a dispute have agreed in writing to submit the same to the BAT – including by reference to its former name “FIBA Arbitral Tribunal (FAT)” (emphasis in the original). Article 18.2 of the BAT Rules says: “Any reference to BAT’s former name “FIBA Arbitral Tribunal (FAT)” shall be understood as referring to the BAT.” The Parties’ occasional reference to the “FAT” in Article 17 of the Player Contract is therefore understood as a reference to the BAT. This understanding is supported by the fact that in most parts of

Article 17 of the Player Contract the Parties expressly referred to the “FIBA Basketball Arbitral Tribunal (BAT)” or just its abbreviation “BAT”.

30. Article 17 of the Player Contract refers to the BAT, “a court of competent jurisdiction in Istanbul, Turkey,” and to “the governing bodies of (FIBA) authorities (FAT)”. The Arbitrator has taken note and determined that these further references do not affect the jurisdiction of the BAT. First, given the provisions of the BAT Rules discussed in para 29 above, the “governing bodies of (FIBA) authorities (FAT)” is just another expression for the BAT. Second, according to Article 17 of the Player Contract, “a court of competent jurisdiction in Istanbul, Turkey” is actually an alternative forum for the filing of a claim: As such, the claiming party has the choice to apply to either to the BAT or a competent Turkish court. Thus, filing the claim with the BAT is covered by the arbitration agreement in Article 17 of the Player Contract.

## **5.2. The Payment Order of the Istanbul Execution Office – *res iudicata* or *lis pendens*?**

31. It has not been disputed by the Club that the Player has an option under Article 17 to initiate legal action before a state court or the BAT. However, the Club claims that the Player had initiated legal proceedings before a state authority prior to filing a request for a payment order against the Club in the amount of USD 71,214.93 with the Execution Office in Istanbul on 4 September 2012, i.e. before the Request for Arbitration with the BAT was filed. This, according to the Club, prevented the Player from proceeding with the BAT.
32. As set out in the Execution Office Procedural Order of 23 August 2013, the BAT was informed upon request by the Execution Office that a) the Club had filed an objection against the Player’s payment order which stopped the procedure with the Execution

Office and b) that the Execution Office was not aware of any legal steps which the Player may have undertaken with the Turkish authorities to remove the objection<sup>1</sup> nor has any Party claimed that there was another procedure pending before a state court or another arbitral tribunal or that the Player had taken any further legal steps other than those before the BAT to enforce his monetary claim against the Club. Hence, the Payment Order does not constitute a final and enforceable judgment or *res iudicata* which would prevent the Player to initiate a new legal action on the same issue against the Club.

33. In his comments on the Procedural order of 23 August 2012, the Player confirmed all information given while the Club insisted that the Payment Request is still pending.
34. In accordance with Article 186(1) PILA, the Arbitrator shall decide on his own jurisdiction. He shall do so notwithstanding an action on the same matter between the same parties already pending before a state court or another arbitral tribunal (*lis pendens*), unless there are serious reasons to stay the proceedings (Article 186(1)<sup>bis</sup> PILA). Therefore, even if there was an action pending before a state court or another arbitral tribunal, the Arbitrator would not be required to deny jurisdiction.

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<sup>1</sup> In its Procedural Order of 23 August 2013, the Arbitrator held the following:

- “1. The BAT checked the authenticity of the payment order with the competent Turkish Execution Office, which was confirmed;
2. the BAT was informed by the Execution Office that the Club filed an objection against the payment order which stopped the procedure with the Execution Office;
3. the BAT was informed that no payment under the payment order was made by the Club to the Execution Office;
4. the BAT was also informed that to date, the Execution Office was not aware of any legal steps which the Player may have undertaken with the Turkish authorities to remove the objection;
5. according to the Arbitrator’s legal information, the (objected) payment order in Turkey does not prevent the Player from initiating a legal claim before any tribunal or arbitral tribunal which is competent to decide a dispute between the Player and the Club which relates to their contractual relationship.”

35. When reviewing the arbitration agreement in Article 17 of the Player Contract, the Arbitrator has to determine whether (1) this is a valid Arbitration Agreement and (2) whether the fact that the Player filed a Payment Order with the Istanbul Execution Office constitutes a serious reason which would cause the Arbitrator to stay the arbitration procedure.
36. The Player Contract is in written form and thus the arbitration agreement fulfills the formal requirements of Article 178(1) PILA. Further, there is no indication in the file which questions the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA). In particular, the wording “[a]ny dispute arising from or related to the present contract” in Article 17 of the Player Contract covers the present dispute.
37. The Arbitrator also notes that the Club stopped the proceedings before the Execution Office by filing an objection and that the Player did not initiate any legal steps to remove the objection and to continue the proceedings. The Arbitrator is not aware of any payment claim of the Player against the Club and no such submission has been made by the Parties in this respect. The Arbitrator therefore concludes that no reasons exist under Article 186(1)<sup>bis</sup> PILA which would lead him to stay the present arbitration procedure. Consequently, the BAT is competent to decide the claims filed by the Player.

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

38. 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*” instead of choosing the application of rules of law. Article 187(2) PILA is generally translated into English as follows:

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

39. With regard to the applicable law, Article 17 of the Player Contract contains the following wording:

*“In relation to the Art. 13 of this contract–this contract shall be interpreted and enforced in accordance with the laws of TURKEY. [...] Any dispute arising from or related to the present contract shall be submitted to the FIBA 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 arbitrator [...] shall decide the dispute ex aequo et bono.”*

40. This clause could be read as a choice of Turkish law for the entire contract. Indeed, the Parties agreed to interpret and enforce Article 13 of the Player Contract according to Turkish law. However, when interpreting the entire arbitration clause in the Player Contract, the Arbitrator finds that the Parties agreed on BAT arbitration and the respective set of rules, including the provision governing the applicable law (Article 15.1 of the BAT Rules) which provides the following:

*“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.”*

41. The reference to Turkish law in the Player Contract is restricted to disputes related to Article 13 of the Player Contract. Article 13 has however been deleted (“**Art. 12) Compromising Clause**. *This clause has been deleted by mutual agreement of the parties.*”). The reference in Article 17 to Article 13 therefore points to nothing, and it is not identifiable which kind of disputes the Parties sought to be decided according to Turkish law. On the other hand, the Parties agreed to the arbitration agreement in Article 17 of the Player Contract, which explicitly directs and empowers the Arbitrator to decide disputes *ex aequo et bono*. Consequently, the Arbitrator will decide the issues submitted to him *ex aequo et bono*.

42. 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 of 1969<sup>2</sup> (Concordat),<sup>3</sup> under which Swiss courts have held that “arbitrage en *équité*” is fundamentally different from “arbitrage 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>*

43. In substance, it is generally considered that the arbitrator deciding *ex aequo et bono* receives

*“the mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he must stick to the circumstances of the case at hand.”<sup>5</sup>*

44. In light of the foregoing considerations, the Arbitrator makes the findings below:

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<sup>2</sup> 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).

<sup>3</sup> KARRER, in: Basel commentary to the PILA, 2<sup>nd</sup> ed., Basel 2007, Art. 187 PILA N 289.

<sup>4</sup> JdT (Journal des Tribunaux), III. Droit cantonal, 3/1981, p. 93 (free translation).

<sup>5</sup> POUURET/BESSON, Comparative Law of International Arbitration, London 2007, N 717, pp. 625-626.

## **7. Findings**

### **7.1. Is the Player entitled to outstanding compensation for the 2011-2012 season in the amount of USD 70,000.00?**

45. According to Article 3 of the Player Contract, the Club agreed to pay the Player a “fully guaranteed net salary” of USD 400,000.00 for his services concerning the 2011-2012 season. Undisputedly, the Club only paid USD 330,000.00 although the Player stayed with the Club’s team for the entire season until the last official game on 9 May 2012.
46. In the present BAT proceedings, the Club did not object to the Player’s submission of failing to pay the claimed amount of USD 70,000.00. Moreover, prior to the present proceedings, the Club explicitly recognized its obligations towards the Player when it said in its letter to the Player dated 17 July 2012, “*we understand that we are in breach of contract but we guarantee that we will fulfill all of our financial obligations under the contract we signed with you on July 12, 2011*” and “*we guarantee to pay to your United States bank account listed below the following payments on the following dates and not later: July 30th, 2012: \$35,000 August 30, 2012: \$35,000*”.
47. This acknowledgment of the Club refers to the same amounts claimed by the Player. The Arbitrator is not aware of any facts which could affect the Player’s claim for the outstanding salary but rather notes that the Player rendered his services with the Club until the end of the 2011-2012 season and that the Player Contract was a “guaranteed no-cut contract” (Article 14 of the Player Contract).
48. Therefore, the Arbitrator accepts the Player’s claim in the amount of EUR 70,000.00.

**7.2. Is the Player entitled to interest in the rate of 5% p.a.?**

49. According to BAT jurisprudence, default interest can be awarded when requested even if the underlying agreement does not explicitly provide for an obligation to pay interest.<sup>6</sup> Although the Player Contract does not provide for the payment of default interest, this is a generally accepted principle which is embodied in most legal systems. However, it is also generally accepted that the obligee has to expressly request payment of interest from the obligor.
50. The Arbitrator agrees that the requested interest rate of 5% p.a. is acceptable and in line with the interest rate usually awarded by default if no other interest rate has been agreed by the parties.
51. According to the Player's Request for Relief, the commencement date of the interest shall be 15 May 2011. This seems to be a typo since the two overdue instalments became due only on 15 May 2012 and 15 June 2012. By letter of 17 July 2012, the Club acknowledged its payment obligations of USD 35,000.00 by "no later" than 30 July 2012 and USD 35,000.00 by "no later" than 30 August 2012. The Player did not object. Hence, the Arbitrator concludes that this acknowledgment letter constituted a declaration of the Club that two payments of USD 35,000.00 each (without any interest payments) would be made exactly on these dates. As a consequence, interest began accumulating once the Club disregarded these fixed payment dates.
52. Deciding *ex aequo et bono*, the Arbitrator finds therefore that that the Player is entitled to interest of 5% p.a. on the amount of USD 35,000.00 since 31 July 2012 and 5% p.a. on the amount of USD 35,000.00 since 31 August 2012.

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<sup>6</sup> See, *ex multis*, the following BAT awards: 0092/10, *Ronci, Coelho vs. WBC Mizo Pecs 2010*; 0069/09, *Ivezic, Draskicevic vs. Basketball Club Pecs Noi Kosariabda Kft*; 0056/09, *Branzova vs. Basketball Club Nadezhda*

## **8. Costs**

53. Article 17 of the BAT Rules provides that the final amount of the costs of the arbitration shall be determined by the BAT President and that the award shall determine which party shall bear the arbitration costs and in what proportion; and, as a general rule, shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.
54. On 4 February 2014 – 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 to be EUR 7,980.00.
55. Considering the circumstances of the present case (Article 17.3. of the BAT Rules), in particular the reliefs granted compared to the reliefs sought, the Arbitrator deems it appropriate that the costs of the arbitration shall be borne by the Club only.
56. Given that the Advance on Costs of EUR 7,980.00 was entirely paid by the Player, in application of Article 17.3 of the BAT Rules the Arbitrator decides that the Club shall pay EUR 7,980.00 to the Player, being the amount the Club is ordered to pay.
57. Furthermore, the Arbitrator considers it appropriate that the Player is entitled to the payment of a contribution towards his legal fees and other expenses (Article 17.3. of the BAT Rules). The Arbitrator takes note that the Player’s Request for Relief contains the claim for reimbursement of the Player’s legal expenses up to an amount of EUR 2,220.00 (*“Respondent shall indemnify Claimant for incurred legal expenses (including attorney’s fees) up to an amount of €2220,00”*) while his account of costs

dated 3 October 2013 states legal fees and expenses in the total amount of EUR 7,441.99 (including the non-reimbursable handling fee of EUR 2,000.00). Since the exact amount of the parties' legal expenses can be determined only at the end of the proceedings, the Arbitrator holds it adequate to take into account the higher amount stated in the Player's account of costs when assessing his reasonable legal expenses. By submitting his account of costs, the Player amended his Request for Relief regarding the reimbursement of legal expenses and requested reimbursement of EUR 7,441.99. The Club was duly notified about the Player's account of costs and it was given the chance to file any comments on this issue but decided not to do so. Furthermore, the Club does not request reimbursement of any legal costs. After having reviewed and assessed all the circumstances of the case at hand, the Arbitrator fixes the contribution towards the Player's legal fees and expenses at EUR 7,441.99.

## **9. AWARD**

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

- 1. Pinar Karsiyaka SK Izmir is ordered to pay to Mr. Mire Dejuan Chatman the amount of USD 70,000.00 plus interest of 5% p.a. on the amount of USD 35,000.00 since 31 July 2012 and 5% p.a. on the amount of USD 35,000.00 since 31 August 2012.**
- 2. Pinar Karsiyaka SK Izmir is ordered to pay to Mr. Mire Dejuan Chatman the amount of EUR 7,980.00 as a reimbursement of the advance on arbitration costs.**
- 3. Pinar Karsiyaka SK Izmir is ordered to pay to Mr. Mire Dejuan Chatman the amount of EUR 7,441.99 as a contribution towards his legal fees and expenses. Pinar Karsiyaka SK Izmir shall bear its own legal fees and expenses.**
- 4. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 17 February 2014

Stephan Netzle  
(Arbitrator)