



**BASKETBALL**  
ARBITRAL TRIBUNAL

## **ARBITRAL AWARD**

**(BAT 0495/13)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Quentin Byrne-Sutton**

in the arbitration proceedings between

**Mr. Loren Woods**

**- Claimant -**

represented by Mr. Dejan Vidicki, Court Side,  
Parkwijklaan 229, 1326 JT Almere, The Netherlands

vs.

**Esfahan Zobahan Cultural and Sports Club**  
Taleghani intersection Shamsabady Ave.  
Esfahan, Iran

**- Respondent -**

represented by its Managing Director, Mr. Khosro Ebrahimi  
and by Mr. Arash Najafi, attorney at law, Teheran, Iran

## **1. The Parties**

### **1.1 The Claimant**

1. Mr. Loren Woods is a professional basketball player (hereinafter referred to as “the Player” or “the Claimant”).

### **1.2 The Respondent**

2. Esfahan Zobahan Cultural and Sports Club (hereinafter also referred to as “the Club” or “the Respondent”) is a professional basketball club in Iran.

## **2. The Arbitrator**

3. On 4 February 2014, Prof. Richard H. McLaren, the President of the Basketball Arbitral Tribunal (the “BAT”), appointed Mr. Quentin Byrne-Sutton 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 any 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 14 October 2011, the Club and the Player entered into an employment contract for the 2011/2012 season (the “Agreement”), whereby the latter would receive a total net salary of USD 401,000 out of which the Player would have to pay his agent an amount of USD 35,000.
5. Article 3 of the Agreement provided that the largest part of the salary was to be paid in

monthly installments of USD 38,000 between 15 November 2011 and 15 May 2012.

6. According to the Player, he was never paid his three last salary installments of USD 38,000 each, which under the payment schedule accrued on 15 March, 15 April and 15 May 2012.
7. By email of 4 November 2013, the Player's Counsel put the Club on notice as follows:

*"Dear Zob Ahan Basketball Club,*

*My name is Dejan Vidicki and your former player Loren Woods has asked me to help him with the request for a FIBA arbitration case against your club in regards to outstanding salaries and interests.*

*I am reaching out to you to see if we can avoid a BAT arbitration and instead solve the problem in an amicable way.*

*The money owed to Loren Woods looks as follows:*

*\$ 38,000 for March in salary plus \$ 76,050 in interest (\$ 150 per day)*

*\$ 38,000 for April plus \$ 71,550 in interest (\$ 150 per day)*

*\$ 38,000 for May plus \$ 67,050 in interest (\$ 150 per day)*

*TOTAL: \$ 328,650 (\$ 114,000 in salary and \$ 214,650 in interest.*

*On top of the above, you will also have to expect an estimated \$ 20,000 in BAT costs. This money could be saved if we reach an amicable settlement.*

*I hereby ask your club and the club's disciplinary commission to let me know before Thursday the 7th of November 2013, 18.00 'o clock Teheran time (6.00 p.m.) what your official standpoint is in this matter and if you wish to have an amicable settlement? If yes, under which terms.*

*If I receive no answer from you before said date and time, I will conclude that you are not interested."*

8. Having received no response to the foregoing notice, by email of 11 November 2013 the Player's Counsel wrote to the Iranian Basketball Federation as follows, with a copy to the Club:

*"Dear Iran Basketball Federation,*

*My name is Dejan Vidicki and I am acting on behalf of the American Basketball Player Loren Woods.*

*During the 2011/2012 season he played for Zob Ahan Basketball club. That club did not fully respect the contract with the player and still owes him a very big amount of money.*

*Mr. Woods has asked me to help him with a request to start a FIBA arbitration case in this matter, but first I contacted the club to see if we could reach an amicable settlement. I am hereby forwarding you that email. Unfortunately, they have not reacted yet, or made any kind of proposal.*

*Therefore, I am reaching out to you. Hopefully, you as a Basketball Federation can persuade the club to at least react on my email.*

*If we don't receive an email from the club before Monday the 18th of November, 17.00 'o'clock (5.00 p.m.) Teheran time, then the next day we will send our BAT request to the FIBA."*

9. Further to the above-quoted second email, the Player received no reply from the Club or the Iranian Basketball Federation.
10. Consequently, the Player decided to file a claim in front of the BAT for payment of the outstanding salaries, plus contractual penalties for late payment.

### **3.2 The Proceedings before the BAT**

11. The Player filed a Request for Arbitration dated 21 November 2013, in accordance with the BAT Rules, and on 20 December 2013 the non-reimbursable handling fee of EUR 2,000 was received by the BAT.
12. The Player paid his share of the Advance on Costs and substituted for the Club, thereby paying a total amount of EUR 8,984.
13. On 4 April 2014, the Club filed its Answer, invoking, among others, that the BAT was not competent because the Parties had contractually agreed to first submit any disputes to the Club's Disciplinary Committee and the Iranian Basketball Federation; and requesting that the proceedings be suspended for one month in order to allow the Parties to explore the possibility of an amicable settlement.

14. On 8 April 2014, the BAT issued a Procedural Order, including the following instructions:

*“Given the motives invoked by the Respondent, the 30-day extension will be granted provided that period is deemed by the Club to replace the procedures under art. 14 of the Agreement it has referred to, i.e. if the Respondent confirms it accepts that the BAT has jurisdiction to continue these proceedings if no amicable resolution is reached between the parties within the 30-day period in question. Consequently, the Respondent is hereby invited to inform the BAT accordingly by Friday, 11 April 2014. On such basis, the Arbitrator shall render a decision regarding the request for extension.”*

15. The Club having failed to respond within the fixed deadline to the foregoing procedural instructions, the BAT sent the Club a reminder on 16 April 2014, fixing 7 May 2014 as the final deadline for the Club to reply.

16. On 6 May 2014, the Club’s Counsel filed a submission in which the Club made no further mention of possible settlement discussions or a request for suspension of the proceedings but objected to the jurisdiction of the BAT, invoking the Parties’ contractual undertaking to first submit any disputes to the Club Disciplinary Commission and the Iranian Basketball Federation.

17. On 13 May 2014, the BAT issued procedural instructions, including the following:

*“The Arbitrator has noted the Respondent’s objection to the jurisdiction of the BAT based on the alleged non-use of the preliminary dispute-resolution mechanism referred to in the parties’ contract, i.e. the agreement to first submit any dispute to the Club’s Disciplinary Committee.*

*In light of this objection, the Claimant is hereby invited to comment thereon by Tuesday, 20 May 2014; after which the Arbitrator shall render a decision on the question of jurisdiction.”*

18. The same day, the Player’s Counsel submitted the following comments, together with copies of the referenced emails of 4 and 11 November 2013:

*“I have read the reply of the Respondent, and it is incorrect because Claimant did follow procedure. On his behalf, I emailed the club on the 4th of November 2013, but there was no response.*

*Then I moved on to email the Iranian Federation on the 11th of November 2013, giving*

*them and the club additional time to respond. There was no reaction.*

*On the 22nd of November 2013 we filed a request for arbitration.*

*To this day (13th of May, 2014) neither the club nor the Iranian Federation has officially responded to the emails that we sent to them.*

*Therefore, seeking FIBA arbitration was the right decision.*

*In separate emails I will forward the emails that were sent on November 4th and 11th, 2013 as mentioned above."*

19. On 15 May 2014, the BAT issued a Procedural Order, including the following instructions:

*"Dear Sirs,*

*The Arbitrator has taken note of the Claimant's submission of 13 May 2014 - a copy of which is attached for the information of the Respondent - in reply to the procedural instructions of the same day.*

*In light of the Claimant's foregoing submission and the submissions made previously by the Respondent, the Arbitrator finds that the BAT has jurisdiction over the dispute for reasons which will be detailed in his award.*

*Consequently, the Respondent is granted a final opportunity to submit – by **Monday, 26 May 2014** - an Answer on the merits to the Request for arbitration, i.e. to present its position on the merits of the Player's claim.*

*Thereafter, the exchange of written submissions will be closed and the Arbitrator will be rendering his award".*

20. On 26 May 2014, the Club filed its Answer on the merits, together with an exhibit as evidence, and concluded its submission with an application as follows:

*"We respectfully ask the esteemed BAT to grant an extension of time at least for 10 days to provide further documents to support our position for fair trial since the previous management failed to organise all the documents we need to submit and we are compelled to ask Iran Basketball Federation to give us necessary information".*

21. On 30 May 2014, the BAT issued a Procedural Order, including the following instructions:

*"Dear Sirs,*

*We acknowledge receipt of the Respondent's Answer, a copy of which is herewith attached for the information of the Claimant.*

*The Arbitrator hereby grants the 10-day extension requested by the Respondent to submit further documents. At the same time, when filing the documents, the Respondent is requested to specify the exact amount of arrears/remuneration which it admits was not paid to the Claimant. The foregoing final extension is granted until Monday, 9 June 2014.*

*Thereafter, the Claimant shall be given the opportunity to comment on the Respondent's answer on the merits."*

22. On 17 June 2014, absent any submission by the Club within the fixed deadline, the BAT issued procedural instructions as follows:

*"The Respondent having failed to file the new documents within the deadline fixed in the BAT's Procedural Order of 30 May 2014, the Claimant is now requested to reply, by Tuesday, 1 July 2014, to the contentions contained in the Respondent's Answer of 26 May 2014 ...".*

23. On 21 June 2014, the Player filed his comments on the merits of the Club's Answer of 26 May 2014.
24. By Procedural Order of 24 June 2014, the exchange of written submissions was closed and the Parties were invited to file their accounts of costs.
25. The Player filed his account of costs on 27 June 2014 while the Club did not avail of its right to do so. The BAT invited the Club to comment on the Player's account of costs by no later than 15 July 2014. The Club did not submit any comments.

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

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

26. With respect to jurisdiction, the Player submits in substance that the BAT is competent as provided in Clause 14 of the Agreement because in effect the Club denied the preliminary dispute-resolution procedures that could have preceded an arbitration

proceeding in front of the BAT.

27. Regarding the merits of his claim, the Player submits in substance that the Club violated its contractual obligations by not paying his last three monthly salary instalments and is thus liable to pay those salaries plus contractual penalties. The Player objects to the Club's allegations that he was uncooperative from the outset, violated disciplinary rules and violated his contractual obligations by not appearing for training sessions and missing nine official games without justification.
28. In his Request for Arbitration dated 21 November 2013, the Player requested the following relief:

*“\$ 38,000 March 2012 salary*

*\$ 150 penalty per day for late payments of March 2012 salary*

*“\$ 38,000 April 2012 salary*

*\$ 150 penalty per day for late payments of April 2012 salary*

*“\$ 38,000 May 2012 salary*

*\$ 150 penalty per day for late payments of May 2012 salary*

*Non-reimbursable BAT handling fee*

*All BAT costs*

*Legal fee”*

#### **4.2 The Respondent's Position**

29. The Club objects to the jurisdiction of the BAT on the basis of Clause 14 of the Agreement, whereby any disputes must first be submitted to its Disciplinary Commission and in the second instance to the Iranian Basketball Federation; invoking in substance that those preliminary procedures have not been exhausted with the result that the BAT is not yet competent.

30. In that connection, the Club concludes its submission of 6 May 2014 with the following affirmation/prayer for relief:

*"[...] Taking into consideration the above, the claimant's action is not observing the order of dispute resolution steps is prejudicial to my client's right in dispute resolution presuming that there were possibilities to resolve the dispute before BAT competence. As a result of foregoing, the request of the claimant for arbitration might not be heard since at this stand the claim isn't capable of being judicially heard and the Tribunal has no jurisdiction to continue this proceeding".*

31. Regarding the merits of the Player's claim, the Club argues as follows:

*"... the club partly acknowledges that they were in arrears with the claimant's salary but it was attributable to the claimant's fault, it must be mentioned that the player did not comply with the contractual obligations under the contract for example, he has displayed an uncooperative attitude ever since his arrival at the club he does not follow the directive given by the coach and the officials and he has not appeared for training sessions and some matches, also he violated the governing law of Iran and drank the spirits (alcohol) that forbidden in Iran and regarded as a serious criminal offence and also entirely against professional behavior and code of ethics which these gross misconducts brought the club into disrepute and eventually led the managing director to give him warnings twice in accordance with art. 10 of the employment contract thus by virtue of the foregoing article and the duties implied by law not to be fulfilled by the player, the club penalised him to pay 4,000 USD as a penalty, as if according to the contract the implementation of a fine in at discretion of the employer [...] In addition, the player did not participate in 9 official matches against Mahshahr Industries, Hamyari Zanja. Pouya Tehran before play-off and against Azad University, Gorgan Municipality and Mahshahr industries after play-off without any justified reason or any notice".*

## **5. The Jurisdiction of the BAT**

32. 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).
33. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
34. The Arbitrator finds that the dispute referred to him is of a financial nature and is thus

arbitrable within the meaning of Article 177(1) PILA.<sup>1</sup>

35. The Claimant is invoking the jurisdiction of the BAT over the dispute on the basis of the arbitration clause contained under Clause 14 of the Agreement, which reads as follows:

*[...] Any dispute arising out of, or in connection with, this Agreement shall be solved by Club Disciplinary Committee and in case of remaining dispute unsolved shall be submitted to the Iran Basketball Federation and in case dispute remain unsolved again, it will be submitted to FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland”.*

36. The foregoing arbitration agreement is in written form and thus fulfils the formal requirements of Article 178(1) PILA. Also, in accordance with Article 18.2 of the BAT Rules “Any reference to BAT’s former name ‘FIBA Arbitral Tribunal (FAT)’ shall be understood as referring to the BAT”.
37. With respect to substantive validity, the Arbitrator considers that there is no indication in the file that could cast doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).
38. Thus, the only question this arbitration clause raises concerns the scope of the Parties’ undertaking to submit their disputes for possible resolution to two prior instances – namely the Club’s Disciplinary Committee and the Iranian Basketball Federation – before resorting to arbitration in front of the BAT.
39. In that relation, the Arbitrator finds that when adopting the arbitration agreement in question, the Parties’ thereto must have intended that the requirement of first submitting any dispute to the Club’s Disciplinary Committee – and thereafter in the second instance to the Iranian Basketball Federation – be contingent on the other party cooperating by immediately accepting to engage in those preliminary procedures. Otherwise, the Parties’ agreement to use the BAT as the final and fully independent dispute-resolution body would be thwarted and ineffective, which, in good faith, the

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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.

parties cannot have wanted if they made reference to the BAT.

40. The Arbitrator finds that the evidence adduced and the Club's submissions during these proceedings establish that it has not complied with this condition of cooperation. Indeed, they prove that although, in November 2013, the Player put the Club on notice twice – once directly and a second time via the Iranian Basketball Federation with a copy to the Club – that he wished to submit his claim to the Club's Disciplinary Committee as a first step in an attempt to try and avoid proceedings in front of the BAT, the Club never replied.
41. Furthermore, during these BAT proceedings, the Club first applied for a one-month suspension of the proceedings – implying that this was in order to resolve the dispute via a preliminary procedure – and then, before the question of the suspension had been decided and more than one-month after having applied for the suspension, changed its approach and simply objected to the BAT's jurisdiction without alleging or submitting any evidence that it was discussing with the Player the issues in dispute or that its Disciplinary Committee had taken up the matter; which tends to confirm that prior to the commencement of these arbitration proceedings the Club was not cooperating with the Player's request for the Disciplinary Committee to address the dispute.
42. For the above reasons, the Arbitrator finds that the Club forfeited its right to engage in any form of preliminary dispute-resolution procedure and the Player was entitled under Clause 14 of the Agreement to file a request for arbitration with the BAT when he did on 21 November 2013; meaning that Arbitrator has jurisdiction to adjudicate the Player's claims against the Club under the auspices of the BAT.

## 6. Discussion

### 6.1 Applicable Law – ex aequo et bono

43. 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”.*

44. Under the heading "Applicable Law", Article 15.1 of the BAT 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.”*

45. In this case, the Parties have not agreed otherwise, therefore in keeping with the foregoing provision of the BAT Rules, the Arbitrator shall decide *ex aequo et bono* the claims brought by the Player against the Club in this arbitration in front of the BAT.

46. 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”:

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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> P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PILA.

*“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>*

47. This is confirmed by Article 15.1 of the BAT Rules in fine, according to which the Arbitrator applies *“general considerations of justice and fairness without reference to any particular national or international law”*.

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

## 6.2 Findings

49. Concerning the principal amounts being claimed, i.e. the Player’s alleged three outstanding monthly salaries of March, April and May 2012, the Club has not directly contested their non-payment.

50. Instead, the Club has affirmed *“... the club partly acknowledges that they were in arrears with the claimant’s salary but it was attributable to the claimant’s fault ...”* and has contended that the Player violated his contractual obligations in various manners from early on in the relationship, implying that for such reason the Player is not entitled to be paid the amounts being claimed.

51. In light of the foregoing – and given that in these proceedings the Club has been given ample opportunity to allege and prove that, contrary to what the Player is contending, the three monthly salaries in question have already been paid – the Arbitrator finds it to be established that, in fact, a total amount of contractually-stipulated salary of USD 114,000 (3x USD 38,000) remains unpaid by the Club.

52. Consequently, the only reason not to award those amounts would be the existence of breaches of contract on the part of the Player that could justify the Club’s non-payment.

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

In that respect, the Club bears the burden of proof.

53. Here again, despite having had ample opportunity in these proceedings to submit evidence of the alleged violations, the Club has not produced any proof therefor, except for an undated letter to the Player stating:

*“Since the third payment of your contract was ready and prepared by Jan 22<sup>nd</sup>, 2012, but you have not yet earned your salary because numerous efforts to contact you through phone calls failed and any attempt to visit you at home remained unanswered because of your absence in Esfahan, and since you have refused to deliver your passport to the Club, in case there appears any inconvenience or anticipated trouble regarding your visa and work permit, you will be held responsible and are to bear the consequences and expenses [...] Also since you have refused to participate in practice sessions, misbehaved and not observed the Club regulations you are hereby warned for the second time and a fine will be defined according to the contract and the internal regulations of the club”.*

54. Even if this undated letter is accepted as good evidence of the reproached behaviour described therein, it does not, in itself, prove the existence of contractual breaches by the Player and corresponding notice by the Club that were sufficient, according to applicable club regulations, to lead to a justified retention of salaries and/or a termination of the Agreement. Furthermore, while this letter only mentions a future fine as a sanction, the Club has not pointed to any rules which would have allowed it to adopt a disciplinary sanction in the form of a retention of salary or for what motives.
55. For the above reasons, the Arbitrator finds that at the most the Club has established that the Player may have lacked discipline in manners which led him to be fined, but that it has not proven the existence of any breaches that were serious enough to result in a retention of salaries or demonstrated what disciplinary rule(s) could have been the basis of such a sanction or that the procedures and formalities which would normally precede a sanction of such type were correctly followed by the Club.
56. Finally, with regard to the alleged fines, since neither their amount nor their notification to the Player is specified or proven, and the Club has not requested that any amount of unpaid fines be set off against salaries due, the alleged fines cannot be found to reduce the amount of compensation owed to the Player by the Club.

57. For the above reasons, the Arbitrator finds that the Player has established that a total amount of contractual salary of **USD 114,000** is still owed to him by the Club.
58. Consequently, for reasons of fairness and in application of the principle “*pacta sunt servanda*”, such amount shall be awarded to the Player.
59. With respect to the penalties for late payment being claimed by the Player, the Arbitrator finds that the Player has not established that any such penalties were ever claimed from the Club at the time or explained the exact circumstances surrounding the end of the contractual relationship and in that connection the period for which he is claiming such daily penalties. Consequently, and bearing in mind also that the Player has adduced no evidence of any notices to the Club prior to 4 November 2013, which is 18 months after the late payments, the Arbitrator finds it would be unfair to allow a penalty. Therefore, the Player’s corresponding claim shall be dismissed.
60. That said, in keeping with BAT jurisprudence, interest at 5% per annum will be awarded on the salary amounts being awarded, and the Arbitrator finds it fair that such interest runs from the day-after the salary-instalment due dates under the Agreement, i.e. from 16 March, 16 April and 16 May 2012 onwards.

## **7. Costs**

61. 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.
62. On 9 August 2014 – pursuant to Article 17 of the BAT Rules, 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 7,890.00.

63. Considering that the Player entirely prevailed in his principle claim for unpaid salaries, it is fair that the fees and costs of the arbitration be borne by the Club and that it be required to cover its own legal fees and expenses as well as make a contribution to those of the Player.
64. Given that the Player paid advances on costs of EUR 8,984.00 as well as a non-reimbursable handling fee of EUR 2,000.00 (which will be taken into account when determining the Player's legal fees and expenses), while the Club failed to pay any advance on costs, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules:
- (i) BAT shall reimburse EUR 1,094.00 to the Player, being the difference between the costs advanced by him and the arbitration costs fixed by the BAT President;
  - (ii) The Club shall pay EUR 7,890.00 to the Player, being the difference between the costs advanced by him and the amount he is going to receive in reimbursement from the BAT;
  - (iii) The Club shall pay to the Player EUR 5,500.00 (2,000.00 for the non-reimbursable fee + 3,500.00 for legal fees) representing a contribution to his legal fees and other expenses. The total amount awarded does not exceed the maximum compensation stipulated in Article 17.4 of the BAT Rules for cases of this value.

## **8. AWARD**

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

- 1. Esfahan Zobahan Cultural and Sports Club shall pay Mr. Loren Woods as compensation the following amounts, net of tax:**
  - **USD 38,000.00 plus interest at 5% per annum on such amount from 16 March 2012 onwards.**
  - **USD 38,000.00 plus interest at 5% per annum on such amount from 16 April 2012 onwards.**
  - **USD 38,000.00 plus interest at 5% per annum on such amount from 16 May 2012 onwards.**
- 2. Esfahan Zobahan Cultural and Sports Club shall pay Mr. Loren Woods an amount of EUR 7,890.00 as reimbursement for his arbitration costs.**
- 3. Esfahan Zobahan Cultural and Sports Club shall pay Mr. Loren Woods an amount of EUR 5,500.00 as a contribution to his legal fees and expenses.**
- 4. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 11 August 2014

Quentin Byrne-Sutton  
(Arbitrator)