



**BASKETBALL**  
ARBITRAL TRIBUNAL

**ARBITRAL AWARD**

**(BAT 2115/24)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Ms. Annett Rombach**

in the arbitration proceedings between

**Mr. Jylan Rashaad Washington**

**- Claimant -**

represented by Mr. Skander Lahmaier, attorney at law

vs.

**Al Arabi Sporting Club Kuwait**

Al Arabi Street, Section Al Mansouria, Kuwait City, Kuwait

**- Respondent -**

## **AWARD**

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

1. **Al Arabi Sporting Club Kuwait is ordered to pay Mr. Jylan Rashaad Washington USD 24,000.00 in outstanding salaries together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from the following dates until payment in full:**
  - from 1 December 2023 on the amount of USD 12,000.00,
  - from 1 January 2024 on the amount of USD 12,000.00.
2. **Al Arabi Sporting Club Kuwait is ordered to pay Mr. Jylan Rashaad Washington USD 12,000.00 as damages.**
3. **Al Arabi Sporting Club Kuwait is ordered to pay Mr. Tarek Lahmaier USD 10,800.00 in unpaid agent fees together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 16 November 2023 until payment in full.**
4. **The costs of this arbitration until the present Award, which were determined by the Vice-President of the BAT to be in the amount of EUR 4,550.00, shall be borne entirely by Al Arabi Sporting Club Kuwait. Accordingly, Al Arabi Sporting Club Kuwait shall pay to Mr. Jylan Rashaad Washington EUR 4,550.00. The balance of the advance on costs in the amount of EUR 700.55 will be reimbursed to Mr. Jylan Rashaad Washington by the BAT.**
5. **Al Arabi Sporting Club Kuwait is ordered to pay to Mr. Jylan Rashaad Washington EUR 5,500.00 as a contribution towards his legal fees and expenses (including the non-reimbursable handling fee).**
6. **Any other or further-reaching requests for relief are dismissed.**



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- 7. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**

Geneva, seat of the arbitration, 8 July 2024

Annett Rombach  
(Arbitrator)

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

In accordance with Article 16.2 and 16.3 of the BAT Rules (version of 1 February 2024):

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

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

*a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*

*b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

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