

ARBITRAL AWARD

(BAT 2280/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Amani Khalifa

in the arbitration proceedings between

Ms. Courtney Hurt

- Claimant 1 -

Sports International Group, Inc.
267 Kentlands Blvd., Suite 105, Gaithersburg, MD 20878, USA

- Claimant 2 -

both represented by Mr. Jonathan A. Jordan, attorney at law,

vs.

İlkem Yapı Tarsus Spor Kulübü
Yeni Mahalle İsmet İnönü Blv. No. 48/H, 33330 Mezitli, Mersin, Turkey

- Respondent -

1. The Parties

1.1 The Claimants

1. Ms. Courtney Hurt (hereinafter also referred to as “the **Player**”) is a dual national USA/Bosnian professional basketball player.
2. Sports International Group, Inc. (hereinafter also referred to as “the **Agent**”, together with the Player, the “**Claimants**”) is a basketball agent.

1.2 The Respondent

3. İlkem Yapı Tarsus Spor Kulübü (hereinafter also referred to as “the Club”, together with the Claimants, “the **Parties**”) is a basketball club competing in the Turkish league.

2. The Arbitrator

4. On 7 March 2025, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal (the “**BAT**”), appointed Ms. Amani Khalifa as arbitrator (hereinafter the “**Arbitrator**”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as from 1 January 2025 (hereinafter the “**BAT Rules**”). None of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

5. The Arbitrator has considered the full record in these proceedings. The summary of the Parties' positions below is limited to only those facts and arguments necessary to explain the Arbitrator's reasoning. Arguments not expressly referred to or repeated below are nevertheless subsumed in the Arbitrator's analysis.
6. The dispute arises from the alleged non-payment of amounts due to the Player and the Agent under an agreement entitled "Player-Club Agreement" dated 2 May 2024 between the Player and the Club ("**Agreement**") under which the Club retained the Player's services for the 2024/2025 season. The Agreement also provides for the Agent to receive a fee for negotiating the Agreement. Although the Agent signed the Agreement and is a beneficiary under the terms of the Agreement, it is not a named party to it.
7. Clauses 2(a), 2(b) and Exhibit 1 of the Agreement set out the Player's compensation which fell due after passing the medical exam and on the last calendar day of each month:

"A. Base salary

For rendering her services as a team Player [sic], The [sic] Club agrees to pay Courtney Hurt a fully guaranteed base salary of \$ 80.000,00 (Eighty Thousand US Dollars) according to the following schedule;

After passing medical exam successfully - \$ 10,000.00 (Ten Thousand US Dollars)

September 30, 2024 - \$ 10,000,00 (Ten Thousand US Dollars)

October 31, 2024 - \$ 10,000,00 (Ten Thousand US Dollars)

November 30, 2024 - \$ 10,000,00 (Ten Thousand US Dollars)

December 31, 2024 - \$ 10,000,00 (Ten Thousand US Dollars)

January 31, 2025 - \$ 10,000,00 (Ten Thousand US Dollars)

February 28, 2025 - \$ 10,000,00 (Ten Thousand US Dollars)

March 31, 2025 - \$ 10,000,00 (Ten Thousand US Dollars)

B. Bonuses

Turkish League:

Making play off: 2.000,00 USD

Making semifinal of play off: 2.000,00 USD

Making final of play off: 2.000,00 USD

Championship: 5.000,00 USD

Turkish Cup:

Making play off: 2.000,00 USD

Making semifinal of play off: 2.000,00 USD

Making final of play off: 2.000,00 USD

Championship: 5.000,00 USD

Bonuses shall be assumed cumulative. Bonuses are net of taxes and will be paid with the [sic] in 30 days registered of the mentioned season by TBF.”

8. Clause 2(c) and Exhibit 2 of the Agreement provide for the Agent to receive a fee for services rendered (“**Agent’s Fee**”) as follows:

“The Club agrees to pay a guaranteed total of \$8.000,00 - (Eight Thousand US Dollars) as representative’s fee to Sports International Group Inc. for negotiating and bringing about the hereby agreement on behalf of the Player, Courtney Hurt for the 2024-2025 season. The agent fee payment is only contingent on the Player’s arrival to Mersin, and passing a medical exam successfully. Due to the potential of a conflict of interest, the Player unequivocally agrees to allow the Club to pay the Agents the representative’s fee directly.

The Club shall pay \$8.000,00 - (Eight Thousand US Dollars) by no later than October 15, 2024 for 2024-2025 season by bank wire to the bank account designated by the Agents.”

9. Clause 8 of the Agreement provides for late payment penalties and gives the Player a termination right if payments are ten days late or more:

“a. Payments mentioned in both Exhibits of the hereby contract which are received (or partially received) ten (10) days later than the dates noted shall be subject to a penalty of 50 US dollars per day of delay. In the case of payment not being made by the Club within seven (7) days to the Player (or the agent) the Player shall not have any obligations arising from the contract or by-laws or any other related document until all scheduled payments have been made, plus appropriate penalties. In case of failure of payment after ten (10) days, the Player shall have the right to unilaterally terminate the hereby agreement while the Club shall still be obligated to pay the full amount of the base salary and the Agents fees. All payments shall become due immediately in such a case. It is agreed that non-working days will be considered as due dates and will not entitle the Club to delay any payments mentioned in the hereby agreement.

b. The Club also accepts and declares that the Player (or Player’s representatives) shall be entitled to terminate the hereby contract unilaterally with just cause if the club fails to fulfil any of its obligations arising from the hereby contract (which are not mentioned in the hereby clause) within fifteen (15) days after being notified or breaches terms of hereby contract several times. The Club shall still be obliged to pay all remaining salaries and agents’ fees in such a case and all the mentioned payments become due immediately.

c. It is agreed that the Club shall be obliged to pay the full amounts of Player’s salaries, bonuses and Agency Fees set forth in both Exhibits of the hereby contract if the contract is terminated by the Player or her Agents) by any just cause. The Club accepts and declares that these provisions on termination are not limiting and there can be other reasons justifying a unilateral termination. It is also agreed that all remaining payments become due immediately if the contract is terminated with a just cause.

d. The Club accepts to issue the Player's letter of clearance immediately if the hereby contract is terminated by the Player or her Agents with any just cause. The Club shall pay an amount of \$10.000,00 (Ten Thousand US Dollars) as a penalty if it does not fulfil this obligation."

10. Under Clause 3(a) of the Agreement, the Club was required to provide the Player with two round-trip economy class plane tickets from the Player's city of choice to Turkey including two items of checked in luggage of up to 23kg each.
11. Clause 3(f) of the Agreement stipulated that the Club was required to make all payments of Turkish taxes on behalf of the Player and the Agent, and to provide tax certificates. If the Club failed to fulfil this obligation within 15 days, it would be liable for a penalty of USD 10,000.00 to each of the Player and the Agent.
12. Pursuant to Clause 3(g) of the Agreement, the Club was required to arrange for the Player's work permit and visa for the 2024/2025 season.
13. The Player arrived in Turkey on 29 August 2024 and paid USD 245.00 for additional baggage.
14. The Player passed her medical exam on 2 September 2024.
15. On 17 September 2024, the Agent sent a letter to the Club on the Player's behalf claiming the base salary of USD 10,000.00 which fell due after the Player passed her medical exam. The letter noted that payment was 15 days late (i.e. 5 days after the contractual grace period), and pursuant to Clause 8(a), late payment penalties of USD 250.00 had accrued. The Club paid USD 10,000.00 to the Player on 23 September 2024.
16. The Club paid the Player's September salary, which had fallen due on 30 September

2024, on 5 October 2024.

17. On 8 October 2024, the Agent issued invoice no. 2387 for the Agent's fee of USD 8,000.00 due on 15 October 2024. This invoice was never paid.
18. The Player did not receive her October salary when it fell due on 31 October 2024.
19. By letter dated 12 November 2024, the Agent claimed from the Club (a) the overdue Agent's Fee of USD 8,000.00, plus late payment penalties of USD 950.00, (b) late payment penalties owed to the Player of USD 750.00 and (c) additional baggage fees of USD 245.00. The Agent also put the Club on notice that if the Player did not receive the claimed amounts in seven days, she would exercise her right under Clause 8(a) of the Agreement to withdraw from team activities until she was paid in full.
20. On 12 November 2024, the Player received her October salary.
21. The Player did not receive her November salary when it fell due on 30 November 2024.
22. On 10 December 2024, the Agent sent another letter to the Club, claiming (a) the overdue Agent's Fee of USD 8,000.00 plus late payment penalties of USD 2,350.00, (b) the Player's November salary of USD 10,000.00 plus late payment penalties of USD 750.00 and (c) additional baggage fees of USD 245.00. The Agent also put the Club on notice that if the Player did not receive the claimed amounts within 3 days, she would exercise her right under Clause 8(a) to terminate the Agreement which would accelerate the Club's obligation to pay all remaining sums.
23. On 12 December 2024, the Player received her November salary.

24. On 24 December 2024, the Club qualified for the Turkish Cup Playoffs.
25. The Player did not receive her December salary payment when it fell due on 31 December 2024.
26. On 13 January 2025, the Agent sent a further letter to the Club, claiming (a) the overdue Agent's Fee of USD 8,000.00 plus late payment penalties of USD 4,000.00, (b) the Player's December salary of USD 10,000.00 plus late payment penalties of USD 950.00 and (c) additional baggage fees of USD 245.00. The Agent also put the Club on notice that if the Player did not receive the amounts claimed within 3 days, she would exercise her right under Clause 8(a) to terminate the Agreement which would accelerate the Club's obligation to pay all remaining sums.
27. On 31 January 2025, the Player received USD 8,000.00 as a partial payment towards her December salary.
28. On 1 February 2025, on behalf of the Player, the Agent issued a notice of termination under Clause 8 of the Agreement, citing the Club's breach of contract ("**Termination Notice**"):

"[...] This letter is the formal written notice of Ms. Courtney Hurt electing to terminate her Employment Agreement dated May 2, 2024 per Article 8. She is exercising this right because of your Club's breach of contract for failure to pay her full salary, agent fee and late fees.

Your Club has failed to pay her full December 30, 2024 salary payment, her January 31, 2025 salary payment, and the agent fee which was due on October 15, 2024. Your Club owes Ms. Hurt Twelve Thousand Dollars (\$12,000.00) in overdue salary and Sports International Group, Inc. (SIG) Eight Thousand Dollars (\$8,000.00) for their agent fee.

Currently, your Club owes Ms. Hurt and SIG late fees stemming from the failure to pay the contractually owed payments within seven (7) days of their due date. To date, your Club owes SIG Five Thousand One Hundred and Fifty Dollars (\$5,150.00) in late fees. Your Club also owes Ms. Hurt Two Thousand Nine Hundred Dollars (\$2,900.00) in late fees.

Your Club also owes reimbursement for baggage fees to Ms. Hurt for Two Hundred and Forty Five Dollars (\$245.00). She provided you the receipts months ago.

SIG and Ms. Hurt are currently in the process of mitigating your loss so that you will not be responsible for Ms. Hurt's February 28, 2025 and March 31, 2025 salary payments. This is contingent on you immediately issuing Ms. Hurt's Letter of Clearance (LOC). If your Club withholds her LOC, per the Employment Agreement there will be a Ten Thousand Dollar (\$10,000.00) penalty and you will be responsible for her remaining salary payments.

If your Club does not make the payments owed in full within the next ten (10) days, you will have left us no choice but to file this grievance at the Basketball Arbitral Tribunal (BAT). At the BAT, we will not only be seeking these amounts but also interest, and reimbursement of all arbitration and legal fees."

29. The Agent and the Club then engaged in a lengthy email exchange setting out their positions. On 1 February 2025, the Club responded to the Termination Notice as follows:

"We paid to bank 10.000\$ for players december 31 salary but due to a mistake at the bank they only transfered 8.000\$. From your side no one told us that some part of salary is missing so we heard it now. This happened on friday so now its weekend and banks are closed. Its banks fault but on monday as soon as bank is open missing 2.000\$ will be on players account. From the beginning of the season we all did our responsibilities to player and also from now on we will do all responsibilities that we have to do. We are very happy to work with her and we ll continue with her this season. We are not letting her to go to another team. If She doesnt want to stay than we have to negotiate the buyout. As a club

We are not accepting the termination letter.” [sic]

30. On 2 February 2025, the Player entered into a new employment agreement with Hapoel Petah Tikva Basketball Club, a professional basketball club from Israel (“**New Club**”), for the period from 3 February 2025 to 31 March 2025. The New Club agreed to pay a total base salary of USD 24,000.00 for this period.
31. On 3 February 2025, the Player received the outstanding USD 2,000.00 from her December salary payment.
32. On 4 February 2025, due to her visa status, the Player was required to pay the Republic of Turkey’s Ministry of Interior Affairs Directorate of Migration Management TRY 11,204.38 to leave Turkey. The Player reported to the New Club on the same day.
33. On 4 February 2025, the Agent responded to the Club’s email as follows:

“[...] We sent you a letter on January 13, 2025 demanding payment for these overdue sums. This email was ignored by you. Your Club continued not to make her December salary payment until January 31, 2025, which was an incomplete payment. At the time, this payment was thirty two (32) days late. Your Club is also one hundred and nine (109) days late on paying the agent fee. This is another breach of the Employment Agreement.

Per Article 8(a) of the Employment Agreement, termination could have occurred ten (10) days after any late payment. This is for salary and agent fees. Ms. Hurt gave you ample time to cure these breaches and you have failed to do so. Ms. Hurt does not have to agree to any settlement. She has legally terminated an Employment Agreement that you continuously breached since October 25, 2024. She has had the right to terminate since that date.

If your Club decides to take this stance and refuses her LOC and she loses her opportunities to mitigate your loss, at the BAT, you will not only owe her the remaining Twenty Thousand Dollars (\$20,000.00) in salary (Feb/March payments) but also Ten Thousand Dollars (\$10,000.00) for not releasing her LOC as written Article 8(d) plus late fee penalties on all payments, interest, and reimbursement of all arbitration and legal fees.”

34. Later that day, the Club replied:

“If you leave all your debt, (January salary, management fee, late payment interest, remaining salaries) If you are not going to apply for bat, we will send the loc document.”

35. The Agent responded the same day:

“[...] There is nothing to negotiate. Your Club was in breach of contract and still is. Ms. Hurt had the legal right to terminate her Employment Agreement. She has mitigated your February and March salary payments by finding new employment. However, if you hold her Letter of Clearance and delay her playing elsewhere, you will not only be responsible for both of those payments but also the \$10,000 penalty for holding her Letter of Clearance.”

36. The Club then wrote back to the Agent later that day as follows:

*“We have fulfilled all our responsibilities,

You know.”*

37. The Agent then stated:

“Please read the Employment Agreement. You are still responsible for the following to Ms. Hurt and SIG:

- 1) *January salary*
- 2) *Agent Fee*
- 3) *Late Fees (on all payments that were paid 7 days or greater late)*
- 4) *Reimbursement of Ms. Hurt's baggage*
- 5) *Reimbursement of Ms. Hurt's visa (which she had to pay for to leave the country)*

If payment is not received for all of these things in the next seven (7) days, this grievance will be going to the Basketball Arbitral Tribunal."

38. The final email from the Club to the Agent on 4 February 2025 stated:

"January salary was only 4 days late.

He [sic] received his previous salaries.

She left the team while the payment was being made.

We will collect the necessary documents and file a complaint with Basketball Arbitral Tribunal."

39. On 11 February 2025, the International Basketball Federation ("**FIBA**") confirmed that the Turkish Basketball Federation denied the Israeli Basketball Federation's request for the letter of clearance. The parties were given until 13 February 2025 to submit their respective positions and evidence.

40. The Claimants responded to FIBA's request the same day.

41. The Player did not receive her letter of clearance before the player registration deadline on 17 February 2025.

42. On 17 February 2025 at 6:04PM (Israeli time), the Player purchased a ticket to return to the USA from Israel (via France). The cost of the flight was USD 1,369.19, and the charge for additional baggage was USD 120.00.
43. On 18 February 2025, FIBA issued the Player's letter of clearance permitting her to play in Israel and handed down a decision.
44. On 19 February 2025, the Player incurred a cost of EUR 255.20 to secure hotel accommodation during her layover in France.

3.2 The Proceedings before the BAT

45. On 21 February 2025, the Claimants filed a Request for Arbitration in accordance with the BAT Rules, and the non-reimbursable handling fee in the amount of EUR 3,990.00¹ was received in the BAT bank account in two payments on 21 February 2025 (EUR 2,000.00) and 24 February 2025 (EUR 1,990.00).
46. By letter dated 11 March 2025, (a) the BAT informed the parties that Ms. Amani Khalifa had been appointed as the Arbitrator in this matter; (b) noted that in accordance with Article 15.1 of the BAT Rules, the Arbitrator shall decide the dispute ex aequo et bono; (c) noted that in accordance with Article 11.4 of the BAT Rules, the answer to the Request for Arbitration shall be filed by the Respondent by no later than 1 April 2025;

¹ The missing amount of EUR 10.00 was added to Claimant 2's share of the Advance on Costs.

and (iv) fixed the advance on costs to be paid by the Parties by 21 March 2025 as follows:

<i>“Claimant 1 (Ms. Courtney Hurt)</i>	<i>EUR 3,500.00</i>
<i>Claimant 2 (Sports International Group, Inc.)</i>	<i>EUR 510.00 (s. p. 1 above)</i>
<i>Respondent (Ilkem Yapi Tarsus Spor Kulübü)</i>	<i>EUR 4,000.00”</i>

47. By letter dated 2 April 2025, the BAT (a) acknowledged receipt of the Claimants’ shares of the advance on costs, received in the BAT bank account on 12 March 2025; (b) noted that the Respondent failed to pay its share of the advance on costs and submit an Answer to the Request for Arbitration; and (c) provided the Respondent with a final opportunity to do so by 9 April 2025.
48. On 10 April 2025, the BAT issued a new Procedural Order providing the Respondent with a final opportunity to pay its share of the advance on costs and submit an Answer by 23 April 2025.
49. By letter dated 25 April 2024, the BAT noted that (a) the Respondent had failed to submit an answer to the Request for Arbitration or pay its share of the advance on costs; (b) the advance on costs should be adjusted; and (c) provided the Respondent with an opportunity to pay EUR 3,240.00 being the remaining amount of the adjusted advance on costs by no later than 5 May 2025:

<i>“Claimant 1 (Ms. Courtney Hurt)</i>	<i>EUR 3,300.00</i>
<i>Claimant 2 (Sports International Group, Inc.)</i>	<i>EUR 325.00</i>
<i>Respondent (Ilkem Yapi Tarsus Spor Kulübü)</i>	<i>EUR 3,625.00”</i>

50. By letter dated 20 May 2025, the BAT (a) confirmed that the full advance on costs had been received with the Respondent’s share being paid by the Claimants on 30 April 2025

and 2 May 2025; (b) noted that the Respondent failed to submit an answer to the Request for Arbitration; and (c) invited the Claimants to provide their responses to the two questions below by 3 June 2025, following which, the Respondent would have the right to reply:

- “1. Whether the amounts claimed by the Claimants are net or gross and why.*
- 2. What further attempts Claimant 1 has made since obtaining the letter of clearance to find alternative employment as mentioned in paragraph 66 of the Request for Arbitration.”*

51. On 22 May 2025, the Claimants responded to the BAT’s questions.
52. On 26 May 2025, the BAT invited the Respondent to comment on the Claimants’ responses by 10 June 2025.
53. By letter dated 16 June 2025, the BAT (a) informed the Parties that the exchange of submissions was complete in accordance with Article 12.1 of the BAT Rules; and (b) invited the Parties to provide detailed accounts of costs by 23 June 2025.
54. The Claimants filed their cost submissions on 16 June 2025. The Respondent failed to submit any cost submissions.

4. The Positions of the Parties

4.1 The Player’s principal claims

55. The Player argues that the Club has breached the Agreement by:

- (i) failing to reimburse her for incurred baggage fees;
- (ii) failing to pay her salary and bonus within the ten-day grace period, entitling her to claim late payment penalties of USD 50.00 per day, and to terminate the Agreement under Clause 8(a) of the Agreement;
- (iii) failing to procure a proper visa and work permit under Clause 3(g) of the Agreement, forcing her to incur TRY 11,204.38 to leave Turkey;
- (iv) failing to issue her letter of clearance as required by Clause 8(d) of the Agreement, entitling her to claim a USD 10,000.00 penalty; and
- (v) preventing her from mitigating her losses by playing for the New Club which (subject to passing the medical exam) would have allowed her to earn USD 24,000.00, and instead requiring her incur additional flight, baggage and hotel costs to return to the USA. The Player argues that she has made reasonable efforts to mitigate her losses and although she sought alternative opportunities, there were limited leagues with open transfer windows and she was unable to secure employment until 7 May 2025, when she signed a new employment agreement with a Polish club for the 2025/2026 season.

4.2 The Agent's principal claims

56. The Agent's position is simple. It submits that the Club breached the Agreement by failing to pay it the Agent Fee of USD 8,000.00 claimed in invoice no. 2387 dated 8 October 2024 by the deadline of 15 October 2024 or at all.
57. The Agent contends that under Clause 3(c) and Exhibit 2 of the Agreement, it was

entitled to receive the Agent's Fee by no later than 15 October 2024. Payment of the Agent's Fee was contingent only upon the Player arriving to Mersin and passing the medical examination. Both these conditions were met.

4.3 The Claimants' claims for late payment penalties

58. The Agent further claims that under Clause 8(a) of the Agreement, it is entitled to late payment penalties of USD 6,050.00, calculated at a rate of USD 50.00 per day from 25 October 2024 (being the first day after the expiry of the contractual grace period) until 12 November 2024 (the date of filing the Request for Arbitration).

59. Moreover, the Claimants seek late payment penalties concerning the Player as follows:

Payment Due	Penalties			
	Starting Date	End Date (Pay Day)	Days Late	Penalty
August 29, 2024 (Arrival Payment)	September 8, 2024	September 23, 2024	16	\$800.00
September 30, 2024	October 9, 2024	October 5, 2024	0	\$0
October 31, 2024	November 9, 2024	November 12, 2024	3	\$150.00
November 30,	December 9,	December 12,	3	\$150.00

2024	2024	2024		
December 31, 2024	January 9, 2025	February 3, 2025	26	\$1,300.00
January 30, 2025	February 9, 2025	February 21, 2025	14	\$700.00
Total			60	\$3,100.00

60. The Claimants cite BAT 0404/13 in support of their argument that late payment penalty clauses are generally lawful subject to review by the BAT arbitrator to ensure they are not disproportionate.

61. The Claimants also cite BAT 0155/11 and FAT 0109/10 in support of their argument that late payment penalties of USD 25.00 and USD 50.00 per day are not excessive.

4.4 The Claimants' claims for interest

62. The Claimants claim interest at 5% per annum from the date of filing the Request for Arbitration 21 February 2025 until the date of payment in full.

4.5 The Claimants' Request for Relief

63. The Claimants seek the following relief:

"Claimant 1's requests:

- *in principle, pay Claimant 1:*
 - *An amount of Ten Thousand Dollars (\$10,000.00) as indemnity for salary owed on January 30, 2025;*
 - *An amount of Two Thousand Dollars (\$2,000.00) as indemnity for the bonus for qualifying for the Turkish Cup Playoffs owed on February 1, 2025;*
 - *An amount of Ten Thousand Dollars (\$10,000.00) as indemnity for salary owed on February 28, 2025;*
 - *An amount of Ten Thousand Dollars (\$10,000.00) as indemnity for salary owed on March 30, 2025;*
 - *An amount of Four Thousand Dollars (\$4,000.00) as indemnity for loss salary due to Respondent's illegal withholding of Letter of Clearance;*
 - *An amount of Three Thousand One Hundred Dollars (\$3,100.00) as indemnity for late fee penalties owed;*
 - *An amount of Ten Thousand Dollars (\$10,000.00) as indemnity for the Letter of Clearance penalty owed;*
 - *An amount of Two Hundred and Forty Five Dollars (\$245.00) as indemnity for the reimbursement of baggage fees paid for flight to Turkey;*
 - *An amount of Eleven Thousand Two Hundred and Four + 38/xx Turkish Lira (11,204.38 TL) as indemnity for the reimbursement of baggage fees paid;*
 - *An amount of One Thousand Three Hundred and Sixty Nine Dollars + 19/xx (\$1,369.19) as indemnity for the reimbursement for the flight home;*
 - *An amount of One Hundred and Twenty Dollars (\$120.00) as indemnity for the reimbursement for baggage on the flight home;*
 - *An amount of Two Hundred and Fifty Five + 20/xx Euro (€ 255.20) as indemnity for the cost of the hotel; and*
 - *Interest of five percent (5%) starting from the date of filing the present Request for*

Arbitration until the date payment is received in full by Claimant 1.

Claimant 2's requests:

- *in principle, pay Claimant 2:*
 - *An amount of Eight Thousand US Dollars (\$8,000.00) as indemnity for agent fees owed on October 15, 2024;*
 - *An amount of Six Thousand and Fifty Dollars (\$6,050.00) as indemnity for late fee penalties owed;*
 - *o Interest of five percent (5%) starting from the date of filing the present Request for Arbitration until the date payment is received in full by Claimant 2.*
- *in any event, reimburse all Claimants for all BAT expenses and procedure costs including:*
 - *Reimbursement of the BAT Handling Fee ex article 17.1 of the BAT Rules in the amount of Four Thousand Euro (€ 4,000); and*
 - *reimbursement of Claimants' share of the advance in costs; and*
 - *in case Claimants will have to substitute for (part of) Respondent's share on the advance on costs, the reimbursement hereof; and*
 - *in any event, indemnify Claimants for incurred legal and advisory expenses up to an amount to be determined in the course of the BAT proceedings, at present estimated at Twelve Thousand Five Hundred Euro (€ 12,500).*

Total amount in dispute: *Sixty Four Thousand Eight Hundred and Eighty Four Dollars + 19/xx (\$64,884.19), Eleven Thousand Two Hundred and Four + 38/xx Turkish Lira (11,204.38 TL), Two Hundred and Fifty +20/xx Euro (€ 255.20)."*

64. The Claimants seek all amounts net of Turkish taxes.

4.6 Respondent's Position

65. Despite having been duly notified of the proceedings by email and courier, the Respondent has not submitted any answer to the Request for Arbitration or otherwise participated in the proceedings.

5. The Jurisdiction of the BAT

66. As a preliminary matter, the Arbitrator wishes to emphasise that, since the Respondent did not participate in the arbitration, she will examine her jurisdiction *ex officio*, based on the record as it stands.²

67. 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).

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

69. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus

² Judgement of the Swiss Federal Tribunal, BGE 120 II 155, 162.

arbitrable within the meaning of Article 177(1) PILA³.

70. The jurisdiction of the BAT over the dispute results from the arbitration clause contained under Clause 11 of the Agreement, which reads as follows:

“Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland. If a Request for Arbitration is filed, the dispute 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. Provided that the relevant requirements as set out in the BAT Arbitration Rules are met, each party may file a Payment Order Request instead of a Request for Arbitration. In such case, a Payment Order Procedure shall be conducted in accordance with the BAT Arbitration Rules. The parties acknowledge and agree that any Final Payment Order issued by the BAT President shall have the effects of a final and binding arbitral award between the parties to the dispute. In any case, the seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration shall be English.”

71. The Agent is not a named party to the Agreement but named as the Player’s representative and it is both a signatory and a beneficiary. Clause 11 applies to claims arising from the Agreement and is therefore sufficiently broad to capture the Agent’s claims. As a beneficiary of the Agreement and, in particular, of its Clause 2(c), the

³ Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

arbitration clause extends to the Agent and its claims.

72. The Agreement is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.
73. With respect to substantive validity, the Arbitrator considers that there is no evidence on record that casts doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).
74. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimants' claims.

6. Other Procedural Issues

75. Article 14.2 of the BAT Rules specifies that "*the Arbitrator may [...] proceed with the arbitration and deliver an award*" if "*the Respondent fails to submit an Answer.*" The Arbitrator's authority to proceed with the arbitration in case of default by one of the parties is in accordance with Swiss arbitration law and the practice of the BAT.⁴ However, the Arbitrator must make every effort to allow the defaulting party to assert its rights.
76. This requirement is met in the present case. The Respondent was informed of the initiation of the proceedings and of the appointment of the Arbitrator in accordance with

⁴ See, ex multis, BAT 0001/07, p. 12 et seq.; 0018/08, p.9; 0093/09, para. 42; 1906/23, para. 33, 1973/23, para. 44.

the relevant rules. It was also given sufficient opportunity to respond to Claimants' Request for Arbitration and its answers to the Arbitrator's questions. The Respondent, however, chose not to participate in this arbitration.

77. Moreover, none of the Parties requested a hearing. In accordance with Article 13.1 of the BAT Rules, the Arbitrator will decide the Claimants' claims based on the written submissions and the evidence on record.

7. Discussion

7.1 Applicable Law – *ex aequo et bono*

78. 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".

79. Under the heading "Law Applicable to the Merits", Article 15 of the BAT Rules reads as follows:

"15.1 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.

15.2 *If, according to an express and specific agreement of the parties, the Arbitrator is not authorised to decide ex aequo et bono, he/she shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to such rules of law he/she deems appropriate. In both cases, the parties shall establish the contents of such rules of law. If the contents of the applicable rules of law have not been established, Swiss law shall apply instead.*

80. Given the arbitration clause authorises the Arbitrator to decide *ex aequo et bono* and in light of Article 15 of the BAT Rules, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.
81. The concept of “*équité*” (translating into equity, or *ex aequo et bono*) used in Article 187(2) PILA is fundamentally different from arbitration “*en droit*” (i.e., according to the law). As explained by the Swiss Federal Tribunal:

“The authorisation to rule in equity, within the meaning of this provision, relieves the arbitrator of the obligation to apply the rules of law, even mandatory rules, subject to certain reservations [...].”⁵

82. 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*”.

⁵ Swiss Federal Tribunal, decision of 19 December 2001, 4P.114/2001, para. 2.c)bb)aaa) (free translation).

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

7.2 Findings

7.2.1 Player's claims for unpaid salaries and bonus payments

84. The Player claims (i) a total of USD 30,000.00 in unpaid salaries for the months of January, February, and March 2025, and (ii) a USD 2,000.00 bonus triggered by making the Turkish Cup play-off.

85. The Club failed to pay the Player's salary within the 10-day grace period provided for in the Agreement on multiple occasions (see paragraphs 15 et seq. above). Under Clause 8(a) of the Agreement, the Player was entitled to terminate if payments, including the Agent Fee, were more than ten days late.

86. The Club failed to comply with its payment obligations towards the Player and, in doing so, breached the Agreement. The Player validly exercised her termination right on 1 February 2025, following the Club's failure to pay the Player, among other amounts, her full salary for December 2024 by 10 January 2025. Under Clause 8(a) of the Agreement, upon termination for non-payment and/or late payment, the Respondent was required to pay *'the full amount of the base salary'*.

87. For these reasons, the Arbitrator finds that the Player validly terminated the Agreement and is therefore entitled to receive the unpaid salary payments of USD 30,000.00. Moreover, the Player is entitled to receive a bonus payment of USD 2,000.00 under Clause 2(b) of the Agreement. According to Clause 3(f) of the Agreement, all payments mentioned in Exhibit 1 (i.e. salary and bonuses) are net payments (Exhibit 1 specifically states that "[b]onuses shall be net of taxes") and the Club shall make *"all payments of*

Turkish taxes". Therefore, the unpaid salary payments of USD 30,000.00 and the bonus payment of USD 2,000.00 shall be made "*net of Turkish taxes*".

7.2.2 Player's claims for reimbursement

88. The Player claims reimbursement for the following expenses incurred:

- (i) USD 245.00 for baggage fees for her flight to Turkey;
- (ii) TRY 11,204.38 in exit costs incurred as a result of the Club failing to make the necessary work permit and visa arrangements for the Player;
- (iii) USD 1,369.19 for the flight from Israel to the USA;
- (iv) USD 120.00 for baggage on the return flight from Israel to the USA; and
- (v) EUR 255.20 for hotel accommodation during a layover in France.

89. These expenses were incurred as a direct result of the Club's failure to fulfil its obligations under Clauses 3(a), 3(g), and 8(d) of the Agreement, both pre-termination and post-termination. The Arbitrator finds that these costs are reasonable and directly attributable to the Club's breach.

90. For these reasons, the Club is liable to pay the Player USD 1,734.19, TRY 11,204.38, and EUR 255.20.

7.2.3 Player's Claim for a Penalty for the Respondent's Failure to Issue the LOC

91. The Player submits that after the Agreement was terminated, she could have signed with the New Club for the remainder of the season. Since the Club refused to issue the LOC,

she claims USD 10,000.00 as a penalty for the Club's breach under Clause 8(d) of the Agreement.

92. As the exchanges between the Parties demonstrate, the Club improperly withheld the Player's LOC to increase the commercial pressure on the Claimants that was initially caused by its own breach, and as a result, the First Claimant was unable to register with and play for the New Club, triggering the penalty. The Arbitrator finds that a penalty equivalent to one month's salary is not excessive and should therefore be upheld as consistent with principles of *ex aequo et bono*.

93. For these reasons, the Club is liable to pay the Player USD 10,000.00.

7.2.4 Player's claim for the lost opportunity to earn salaries with the New Club

94. The Player claims USD 4,000.00 for the lost opportunity to earn a signing bonus from the New Club in Israel, which was contingent upon passing the medical examination.

95. Due to the Club's withholding of the LOC (which the Arbitrator finds above was improper), the Player was unable to register with the New Club before the Israeli Basketball Federation's transfer deadline, thus losing her opportunity to play with the New Club.

96. BAT case law recognises claims for lost profit or opportunity where the contractual breach directly caused the loss. Given that the Club's breach essentially deprived the Player from playing for the New Club without cause, it is just and fair that she receives compensation for the future earnings and opportunity that she would have received had it performed its obligations.

97. Clause 8(d) of the Agreement imposes a USD 10,000.00 penalty on the Club for failing

to issue the LOC. In the Arbitrator's view, this clause is a penalty, as it is designed to sanction the Club's breach of its post-termination obligations and to deter non-compliance, rather than to compensate for a specific quantifiable loss. As such, it does not preclude a separate claim for lost profits arising from the same breach.

98. The Player mitigated her damages. She promptly entered into an agreement with the New Club at a salary that was equivalent to what she was earning pre-termination.
99. The Player had no known injuries and so the Arbitrator finds that the Player has sufficiently demonstrated that she would have earned the USD 4,000.00 signing bonus upon passing the medical examination but for the Club's breach.
100. For these reasons, the Club is liable to pay the Player USD 4,000.00.

7.2.5 Player's Claim for Late Payment Penalties

101. Under Clause 8(a) of the Agreement, the Club is liable to pay late payment penalties of USD 50.00 per day for any payments made more than ten days after the contractually stipulated date. The same clause also provides the Player with a right to terminate the Agreement if payments are delayed beyond ten days.
102. As a general principle, BAT case law recognises parties' right to agree on penalties as a *"dissuasive measure to prevent late payments and as a form of sanction in case of*

delay".⁶ However, absent any indication to the contrary, penalty payments only accrue between the date of late payment and the date that the respective obligation is or can be terminated.

103. BAT jurisprudence is not entirely consistent on whether late payment penalties continue to accrue once a termination right arises. However, the Arbitrator finds that Clause 8(a) clearly provides for both remedies – termination and penalties – and that limiting penalties to the period before a termination right arises would deprive the late payment penalty in Clause 8(a) of having any practical effect.
104. Accordingly, the Arbitrator decides, *ex aequo et bono*, that late payment penalties accrue under Clause 8(a) until the date of actual termination, not merely until the right to terminate arises. Therefore, the penalty clause remains effective and does not overlap with the Player's right to claim lost profits or other damages.
105. The Player claims USD 3,100.00 in late penalty penalties, as set out in paragraph 59 above. It calculates the "starting date" as the 9th calendar day for each month, despite the Agreement allowing for a 10-day grace period. This calculation is inconsistent with the express terms of Clause 8(a), which provides that penalties only accrue from the 11th calendar day following the due date.
106. The Arbitrator finds that the Club was consistently late in making payments and that the penalties claimed are reasonable and proportionate to the delays incurred. However, the

⁶ See, *inter alia*, FAT 0100/10, para. 47.

penalty calculation must be adjusted to reflect the correct accrual date.

Payment Due	Penalties			
	Starting Date	End Date (Pay Day)	Days Late	Penalty
August 29, 2024 (Arrival Payment)	September 7, 2024	September 23, 2024	15	\$750.00
September 30, 2024	October 11, 2024	October 5, 2024	0	\$0
October 31, 2024	November 11, 2024	November 12, 2024	1	\$50.00
November 30, 2024	December 11, 2024	December 12, 2024	1	\$50.00
December 31, 2024	January 11, 2025	February 3, 2025	24	\$1,200.00
January 30, 2025	February 11, 2025	February 21, 2025	10	\$500.00
Total			51	\$2,550.00

107. For these reasons, the Club is liable to pay the Player USD 2,550.00 in late payment

penalties.

7.2.6 Mitigation

108. It is a well-accepted principle in BAT case law that any amount a player earned or might earn by exercising reasonable care during the remaining term of the player's contract will be deducted from the compensation awarded in cases of early termination. The duty to mitigate is applied in order to prevent windfall gains or the unjust enrichment of the player.⁷
109. The duty to mitigate requires a player whose contract is terminated early to "*undertake reasonable efforts to find a new assignment during the time period which is [...] covered by the Club's compensatory payment*".⁸ Relevant factors include the timing of the termination and the time needed by the Player to find new employment.
110. Following the termination, the Player sought to mitigate her losses by signing with the New Club. The monthly salary payments of the New Club were equal to that of the Club, and the Player would have been entitled to an additional payment of USD 4,000.00 upon passing the medical examination (as addressed above). However, as the Club improperly refused to issue the LOC in breach of Clause 8(d) of the Agreement, the Player was unable to register with the New Club before the Israeli Basketball Federation

⁷ See for instance BAT 0416/13, para 84 and BAT 0563/14, para 65 et seq.

⁸ BAT 0254/12, para 78.

player registration deadline.

111. The Arbitrator notes that there is limited factual evidence on record to assist the arbitrator in determining the availability of other employment opportunities to the Player specifically. However, the Arbitrator finds that the Claimant has provided reasonable evidence of her efforts to find a new club for the remainder of the 2024/2025 season (after she was unable to register with the New Club) and she is therefore entitled to her salary for February 2024 and March 2024 under the Agreement without any deductions. Reading Clause 3 and Exhibit 1 of the Agreement in conjunction, payments listed under Exhibit 1 of the Agreement, i.e. salary and bonuses are due net of taxes.

7.2.7 Agent's Fee

112. It is clear that in breach of Clause 2(c) of the Agreement, the Agent's Fee of USD 8,000.00, due by 15 October 2024, was not paid.

113. The Respondent did not participate in these proceedings and failed to provide evidence that it paid the Claimants this amount, nor did it provide any justification for its non-payment.

114. The Arbitrator finds that the two prerequisites for payment of the Agent's Fee were both met (that is, the Player arrived in Turkey and that she passed the medical examination) and so the due date for payment of the Agent's Fee was 15 October 2024.

115. The Agent's Fee was unaffected by the Player's termination of the Agreement, and in any event, accrued a number of months prior to the Termination Notice.

116. Neither Clause 2(c) nor Exhibit 2 of the Agreement refer to the Agent's Fee being "net".

Relevantly, Clause 3(f) of the Agreement specifically refers to “*net payments to the Player set forth in Exhibit 1*” being net, but not to Exhibit 2.

117. However, Clause 3(f) of the Agreement also mentions “*payments of Turkish taxes on behalf of the Player and her representatives*” and that the Club shall also provide official documents for tax payments “*to the Player or Player’s Representatives*”. In light of the broad scope of this provision, the Arbitrator considers that although the Agent’s Fee is not expressly designated as a net payment under the Agreement, the reference in Clause 3(f) to tax payments *on behalf of* the Player’s representatives suggests that the Club bears the tax burden associated with the Agent’s Fee. In the Arbitrator’s view, this clause imposes a separate obligation on the Club to bear the tax burden associated with payments made to the Agent, even if those payments are not expressly designated as “net”.

118. BAT jurisprudence recognises that where a contract is silent on the net/gross nature of a payment but includes a clause requiring the club to pay taxes on behalf of the recipient, the payment is to be treated as net. Accordingly, the Arbitrator finds that the Club is required to pay USD 8,000.00 net to the Agent.

7.2.8 Agent’s Late Payment Penalties

119. The Agent’s Fee is also subject to a late payment penalty of USD 50.00 per day. BAT arbitrators have also consistently held that penalty clauses can be reviewed to prevent excessive recovery and that they should be construed narrowly. For example, already in FAT 0036/09, the arbitrator held that:

“In most jurisdictions, contractual penalties are subject to judicial review and can be adjusted if they are excessive. Whether a contractual penalty is excessive is usually left to

the discretion of the judge and depends on the individual circumstances. As a general rule, a contractual penalty is considered to be excessive if it is disproportionate to the basic obligation of the debtor.”⁹

120. Whilst the Agent was not given a right to terminate the Agreement (not being a contractual counterparty), the Agent did not pursue its claim against the Club in a diligent and timely manner, waiting several months before initiating proceedings. The Agent was not prevented from bringing independent proceedings at an earlier point in time.
121. A penalty payment of USD 50.00 for 121 days would entitle the Agent to a penalty payment of USD 5,900.00. This penalty is excessive relative to the obligation itself and is not fair and reasonable in the circumstances.
122. In view of the above, the Arbitrator holds that in the present case, late payment penalties should accrue from 26 October 2024, one day after the 10-day grace period concluded, until 1 February 2025, the date of termination of the Player Contract. This period spans 98 days. Accordingly, the Arbitrator awards the Agent late payment penalties of USD 4,900.00.

7.2.9 Interest

123. The Claimants claim interest at 5% per annum from the date of filing the Request for

⁹ BAT 0036/09, para 53.

Arbitration, until the date of full payment.

124. Not having participated in the proceeding, the Respondent has not disputed the Claimants' request for interest.
125. It has been consistently held in previous BAT cases that interest on unpaid sums at a rate of 5% per annum can be imposed starting from the date of the filing of the Request for Arbitration until the date of full payment if the Claimants have pursued their claims diligently. In cases that involve late payment penalties, where a penalty is awarded for a specific time, it is reasonable that interest only be awarded thereafter as it would be unfair to allow a party to receive a "double recovery" by receiving penalties and interest for the same period or in respect of the same breach. It is also well-established that interest cannot accrue on the late payment penalties themselves.
126. Whilst interest on unpaid sums can generally be imposed starting from the day after the date the payment fell due (i.e. on 2 February 2025, being the day after the LPP stopped accruing) until the date of full payment, due to the principle of *ne ultra petita*, interest can only be awarded as from the dates set out in the claim by the Claimant.
127. Considering that the Claimants were forced to bring BAT proceedings to recover the sums due to them, the Arbitrator considers it just, in line with the above, that interest of 5% per annum from the date of submitting the Request for Arbitration is to be awarded, except in relation to the late payment penalties.

8. Costs

128. In respect of determining the arbitration costs, Article 17.2 of the BAT Rules provides as

follows:

“At the end of the proceedings, the BAT President shall determine the final amount of the arbitration costs, which shall include the administrative and other costs of the BAT, the contribution to the BAT Fund (see Article 18), the fees and costs of the BAT President and the Arbitrator, and any abeyance fee paid by the parties (see Article 12.4). [...]”

129. On 25 September 2025, the BAT President determined the arbitration costs in the present matter to be EUR 7,250.00.

130. As regards the allocation of the arbitration costs as between the Parties, Article 17.3 of the BAT Rules provides as follows:

“The award shall determine which party shall bear the arbitration costs and in which proportion. [...] When deciding on the arbitration costs [...], the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

131. The Claimants claim the following costs:

Cost	Amount
Non-reimbursable handling fee	EUR 4,000.00
Advance on costs	EUR 7,315.00
Legal fees and expenses	EUR 12,500.00

132. The Claimants were largely successful in the present case, except in relation to the claims for late payment penalties, and the Respondent did not participate in the proceedings. In the circumstances, it is fair and reasonable and consistent with the BAT Rules for the costs of the arbitration to be 90% borne by the Respondent (EUR 6,525.00), and 10% borne by the Claimants (EUR 725.00). In addition, as the advance on costs requested by the BAT amounted to EUR 7,250.00 but Claimants paid EUR 7,315.00 to the BAT, the overpayment of EUR 65.00 will be reimbursed to the Claimants jointly by the BAT.

133. In relation to the Parties' legal fees and expenses, Article 17.3 of the BAT Rules provides that:

“as a general rule, the award shall grant the prevailing party a contribution towards any reasonable legal fees and other expenses incurred in connection with the proceedings (including the non-reimbursable handling fee and any reasonable costs of witnesses and interpreters). When deciding [...] on the amount of any contribution to the parties' reasonable legal fees and expenses, the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

134. Moreover, Article 17.4 of the BAT Rules provides for maximum amounts that a party can receive as a contribution towards its reasonable legal fees and other expenses. In this case, the maximum amounts that the Claimants can claim (excluding the non-reimbursable handling fee) is EUR 7,500.00 each.

135. The Claimants claim legal fees of EUR 12,500.00. The Claimants submit that this represents 25 hours of work by their external legal representative (who is also Agent's in-house counsel). The Arbitrator considers these costs to be excessive, considering that the volume and content of the submissions were not extensive and largely mirrored the

submission sent to FIBA (i.e. much of the preparatory work was already done), and the proceedings were undisputed. The Arbitrator finds the amount of EUR 5,000.00 to represent reasonable legal fees while the non-reimbursable handling fee of EUR 4,000.00 is considered as further expenses.

136. In summary, therefore, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules:

- (i) The costs of the arbitration shall be borne 90% by the Club and 10% jointly by the Claimants. The Respondent shall pay the Claimants EUR 6,525.00 jointly being 90% of the costs of the arbitration. The overpayment on the advance on costs of EUR 65.00 will be reimbursed by the BAT to the Claimants jointly.
- (ii) The Respondent shall pay the Claimants EUR 8,100.00 representing 90% of the amount of legal fees and expenses (including the non-reimbursable handling fee).

9. AWARD

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

- 1. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 30,000.00 net of Turkish taxes in unpaid salary payments plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 2. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 2,000.00 net of Turkish taxes in bonus payments plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 3. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 10,000.00 as a penalty for failing to issue the letter of clearance, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 4. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 4,000.00 for the lost opportunity to earn a salary, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 5. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 2,550.00 for late payment penalties, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 6. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt USD 1,734.19 and**

EUR 255.20 as reimbursement for flight tickets, baggage fees and hotel accommodation plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.

- 7. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt TRL 11,204.38 as reimbursement of visa costs plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 8. İlkem Yapı Tarsus Spor Kulübü shall pay Sports International Group, Inc. USD 8,000.00 net of Turkish taxes in unpaid agent's fees plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 21 February 2025 until payment in full.**
- 9. İlkem Yapı Tarsus Spor Kulübü shall pay Sports International Group, Inc. USD 4,900.00 as late payment penalties.**
- 10. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt and Sports International Group, Inc. EUR 6,525.00 jointly, as reimbursement for the arbitration costs.**
- 11. İlkem Yapı Tarsus Spor Kulübü shall pay Ms. Courtney Hurt and Sports International Group, Inc. EUR 8,100.00 jointly, as a contribution towards their legal fees and expenses (including the non-reimbursable handling fee).**
- 12. Any other or further-reaching requests for relief are dismissed.**



BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 13 October 2025

Amani Khalifa
(Arbitrator)