



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 2366/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Brianna Quinn

in the arbitration proceedings between

Ms. Myisha Hines-Allen

- First Claimant -

Sports International Group, Inc.

267 Kentlands Boulevard, Suite 105, Gaithersburg, Maryland 20878, USA

- Second Claimant -

both represented by Mr Jonathan A. Jordan,

vs.

Heilongjiang Shangdong Professional Basketball Club

88 Zhongbao Road, Room 2208, Building C, Zongke Pioneer Park,
Saertu District, Daqing City, Heilongjiang, China

- Respondent -

1. The Parties

1.1. The Claimant

1. Ms. Myisha Hines-Allen (the "**Player**") is an American professional basketball player.
2. Sports International Group, Inc. (the "**Agent**") is a basketball agency based in the United States.
3. The Player and the Agent are hereinafter referred to as the "**Claimants**".

1.2. The Respondent

4. Heilongjiang Shangdong Professional Basketball Club (the "**Club**" or the "**Respondent**") is a professional women's basketball club in China.
5. The Claimants and the Respondent are hereinafter referred to as the "**Parties**".

2. The Arbitrator

6. On 3 October 2025, Mr. Raj Parker, the Vice-President of the Basketball Arbitral Tribunal (the "**BAT**"), appointed Ms. Brianna Quinn as arbitrator (the "**Arbitrator**") pursuant to Article 0.4 and 8.1 of the Rules of the Basketball Arbitral Tribunal (the "**BAT Rules**"). Neither 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

7. The relevant facts and allegations presented in the Parties' written submissions and evidence are summarised below. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows.
8. Although the Arbitrator has considered all the facts, allegations and evidence submitted in the present proceedings, she refers in this award only to those necessary to explain its reasoning.

3.1.1. The Agreement between the Parties

9. On 21 August 2024, the Parties entered into an agreement under which the Player agreed to render her services as a professional basketball player for the Club during the 2024/2025 season (the "**Agreement**"). The Agreement was signed by both the Player and the Agent. It was stamped by the Club.
10. The Player was represented by the Agent in relation to the Agreement, as well as a local agent in China, Beijing Skywalker Sports (the "**Local Agent**").
11. Under Article 1 of the Agreement, the Term was specified as follows "*starts from the date that the Player arrives in China and passes the medical examination, terminates at the date of the last game of Club for the 2024-2025 season*".
12. Under Article 3 "*Salary&Bonuses [sic]*", the Club agreed to pay the Player (and the two agents on the Player's behalf) the amount of USD 220,000.00, net of all tax in China, "as

the Term's salary and agent fee, during the 2024-25 season". The agreement was expressed to be "Fully Guaranteed under the circumstances that player does not violate the laws and rules stated in Article 5".

13. The Player's salary was to be paid in five instalments of USD 35,000.00 (payable on the 30th of each month from October 2024 to January 2025, and on the 28th of February 2025) and a further instalment of USD 25,000.00 payable seven days after the Club's final game of the 2024-25 WCBA season.
14. The Agent Fee was payable in two instalments of USD 10,000.00, due on 15 November 2024 and 15 February 2025 respectively.
15. Article 3 further stated that:

"Player understands and agrees that due to the unsteadiness of the policy of China Central Bank the payment will be possibly delayed when such incidents occur. [...] Though the Club is aware of the fact that if there is delay of the payment, it should be reasonable, therefore, the Club agrees that: 1) Any payment in the hereby contract which is not received (or partially received) 7 days later than the dates noted above the Club shall be subject to a penalty of \$ 50 per day of delay. 2) if the Club is 15 working days late on payment, the Player has the right to sit out all team practices and official game without being punished. 3) If the Club is more than 30 working days late on payment, the Player has the right to terminate this AGREEMENT and leave the Club and sign with any other teams in the world, though termination doesn't release the Club's responsibility for the rest of Player's salary and the agent fee in this agreement. The Club shall immediately issue the letter of clearance."

16. With respect to bonuses, Article 3 provided for a payment of USD 500 to the Player for each home win in the regular season, and a bonus of USD 800 for each road win in the regular season, all net of tax. Article 3 further specified that "[w]inning bonuses are effective only when the Player makes the 12 player game roster and plays the game".
17. The Agent Fee was also further clarified in Article 3, as follows:

“The Agents of the Player (Sports International Group, Inc. being represented by Boris Lelchitski) and Beijing Skywalker Sports shall receive agent fees for services rendered on behalf of the Player set forth in this Agreement. The payment is only contingent on the Player's arrival in China and passing the medical exam. This shall be paid by the Club on the Player's behalf. This payment by the Club shall be deemed for all legal and fiscal purposes, as paid by the Player. In the case of any dispute, that involves the Club's payment on behalf of Player to the Agent for the agent fee, the Player assigns the Agent the right to seek all available remedies on her behalf which includes taking the grievance to the BAT.

Club will pay 10% of Player's actually received salary as the agent fee. Club will pay \$10,000 net to Agents before Nov 15th, 2024 and will pay remaining \$10,000 net to Agent before Feb 15th, 2025. The distribution shall be as follows:

Club will pay \$6,000 net to Sports International Group, Inc. and \$4,000 to Beijing Skywalker Sports on or before Nov 15th, 2024.

Club will pay \$6,000 net to Sports International Group, Inc. and \$4,000 to Beijing Skywalker Sports on or before Feb 15th, 2025.”

18. Articles 6 and 11 of the Agreement governed disputes between the Parties, with the Club agreeing under Article 6 to attempt to negotiate the dispute prior to any action, and Article 11 providing for arbitration 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. [...] 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.”

3.1.2. Performance of the Agreement and Requests for Payment

19. According to the Claimants, the Player arrived in China on 8 November 2024, passed the medical exam on 9 November 2024 and immediately began performing for the Club.
20. According to the Player, as supported by bank statements submitted in evidence, the

Club made the following salary payments to her over the course of the Agreement:

Date	Amount
2 December 2024	USD 19,985.00
3 December 2024	USD 9,990.00
6 December 2024	USD 9,990.00
8 January 2025	USD 19,982.00
8 January 2025	USD 19,982.00
3 February 2025	USD 17,982.00
5 February 2025	USD 11,324.00
8 May 2025	USD 9,984.00
TOTAL	USD 119,219.00

21. As such, the Club did not pay (or even partially pay) the first salary instalment of USD 35,000.00 to the Player – due originally on 30 October 2024 but then (as accepted by the Player) on 8 November 2024 when the Player arrived at the Club – until 6 December 2024. The Club then continued to make sporadic payments over the course of the Agreement, with a total outstanding amount of USD 80,781.00 payable to the Player at the end of the season.
22. According to the Claimants, no payments have been made to the Agent in respect of the Agent Fee of USD 12,000.00 (calculated as two instalments of USD 6,000.00 each).
23. In relation to bonuses, the Player alleges, and the Club has not participated in these proceedings to dispute, that she played in 13 home games that the Club won, and eight away games that the Club won, throughout the season. On that basis, the Player asserts that she was contractually entitled to the total amount of USD 12,900.00 in bonuses.

24. The Player alleges that the Club paid some bonuses, in cash in Chinese Yuan, without providing any receipt. The Player estimates that the Club paid her a total of ¥18,600.00 in cash for win bonuses, which is equivalent to approximately USD 2,700.00. As such, according to the Player, the Club owed her USD 10,200.00 for remaining bonuses at the end of the season (and the Player has provided a screenshot of a WhatsApp conversation alleged to be from the Respondent and confirming that the remaining bonus payable was USD 10,200.00).
25. The Club's final game of the season was on 3 March 2025, when it lost in the playoffs.¹
26. On 27 May 2025, the Claimants sent a request for payment to the Club, which read as follows:

"This letter is notice of the overdue salary, bonus, agent fee and late fee payments for Ms. Myisha Hines-Allen. Your Club currently owes Ms. Hines-Allen Sixty Five Thousand Two Hundred and Seventy One Dollars (\$65,271.00) in base salary, Eleven Thousand Seven Hundred Dollars (\$11,700.00) in bonuses, and an Agent Fee of Twenty Thousand Dollars (\$20,000.00).

As of today, due to the tardiness of your payments, your Club also owe Ms. Hines-Allen Twelve Thousand Nine Hundred Fifty Dollars (\$12,950.00) in late fees and Sports International Group, Inc. Fourteen Thousand One Hundred Dollars (\$14,100.00) in late fees.

If we do not receive the outstanding sum in full or a reasonable payment plan is not presented in the next seven (7) days, you will have left us no choice but to file this grievance at the Basketball Arbitral Tribunal ("BAT"). At the BAT, your Club will not only be responsible for these outstanding sums but also, interest, and reimbursement of all arbitration and legal fees incurred".

27. On the same day, the Agent sent an invoice requesting payment of USD 20,000 in agent

¹ The Arbitrator notes that the Player has alleged her final salary was due on 19 March 2025, however she has also provided a list of matches the Club participated in which lists 3 March 2025 as the Club's final match of the 2024-25 season.

fees and USD 14,100 in late fees.

28. The Claimants have also produced WhatsApp correspondence with the Local Agent in which, relevantly:
- (i) on 29 July 2025, the Claimants and the Local Agent discussed a possible resolution with the Club (for both the Player and another player) and stated, relevantly, that the amount of USD 70,000 was owed in salaries, USD 10,200 was owed in bonuses, and the full USD 20,000 was owed in agent fees, with late payment penalties also being payable to both the Player and the Agent; and
 - (ii) between July and September 2025, the Local Agent indicated on a number of occasions that the Club was willing to pay, but ultimately confirmed that they had said they could not.
29. According to the Claimants, there has been no further communication from the Club.

3.2. The Proceedings before the BAT

30. On 15 September 2025, the Claimants filed a Request for Arbitration in accordance with the BAT Rules and paid the non-reimbursable handling fee in the amount of EUR 3,999.65 on 15/16 September 2025.
31. On 6 October 2025, the BAT Secretariat informed the parties that Ms. Brianna Quinn had been appointed as the Arbitrator in this matter. In the same correspondence, a time limit was fixed for the Respondent to file its Answer in accordance with Article 11.4 of the BAT Rules (the “**Answer**”) by no later than 27 October 2025. The BAT also fixed the Advance on Costs as follows, to be paid by the Parties by no later than 16 October 2025:

<i>“Claimant 1 (Ms Hines Allen)</i>	<i>EUR 3,500.00</i>
<i>Claimant 2 (Sports International Group, Inc.)</i>	<i>EUR 1,000.00</i>
<i>Respondent (Heilongjiang Shangdong B.C.)</i>	<i>EUR 4,500.00”</i>

32. On 28 October 2025, the BAT: (i) confirmed that the Claimants had paid their share of the Advance on Costs in the amount of EUR 4,484.36 on 7 October 2025; (ii) confirmed that the Club had failed to file its Answer, or to pay its share of the Advance on Costs, within the previously communicated deadlines; and (iii) granted the Club a final opportunity until 4 November 2025 to pay its share of the Advance on Costs and file an Answer to the Request for Arbitration. The Club was further reminded that if it failed to submit an Answer, the Arbitrator could nevertheless proceed with the arbitration and deliver an award.
33. On 11 November 2025, the BAT confirmed that the Club had not filed its Answer nor paid its share of the Advance on Costs within the time-limit. The Claimants were invited to substitute for the Respondent’s share of an adjusted Advance on Costs which was:

<i>“Claimant 1 (Ms Hines Allen)</i>	<i>EUR 3,000.00</i>
<i>Claimant 2 (Sports International Group, Inc.)</i>	<i>EUR 750.00</i>
<i>Respondent (Heilongjiang Shangdong B.C.)</i>	<i>EUR 3,750.00”</i>

34. As the Claimants had already paid the amount of EUR 4,484.36, they were invited to pay an additional EUR 3,015.64 by 21 November 2025.
35. On 10 December 2025, the BAT confirmed that the Claimants had paid the Respondent’s share of the Advance on Costs on 17/18 November 2025 in the amount of EUR 2,995.02 (so had paid a total Advance on Costs of EUR 7,479.38). The Arbitrator further requested clarifications regarding the Player’s claim, with a deadline to respond of 27 December 2025.
36. On 16 December 2025, the Claimants requested and were granted an extension of this deadline until 29 December 2025.

37. On 18 December 2025, the Claimants filed their Reply and on 19 December 2025 the Respondent was invited to file its Rejoinder by 5 January 2026.
38. On 8 January 2026, the BAT confirmed that the Club did not file any Rejoinder. In the same correspondence, and considering that neither party had requested a hearing, the Arbitrator declared the exchange of submissions complete, and granted the Claimants a deadline until 15 January 2026 to file a detailed submission on costs.
39. The Claimants filed their costs submission on 12 January 2026. The Respondent did not file any costs submissions or comment on the Claimants' costs submission.

4. The Positions of the Parties

40. The following sections of the Award do not contain an exhaustive list of the Parties' contentions, their aim being to summarise the Parties' main arguments.
41. In considering and deciding upon the Parties' claims, the Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the findings below.

4.1. The Claimants' Position and Requests for Relief

42. The Claimants submit that the Club breached the Agreement on numerous occasions throughout the 2024-25 season by not paying the Player's salary in a timely manner and not paying the Agent Fee at all.
43. The Player alleges that, to date, the Club still owes a portion of the salary due on

30 January 2025, and the full amount of salary due in February and March 2025, for a total amount of USD 80,781.00. The Player also alleges that the Club owes bonuses that were payable on 13 May 2025, for a total amount of USD 10,200.00.

44. The Agent alleges that the Club owes the entire Agent Fee due to it of USD 12,000.00.
45. Each of the Claimants also requests payment of late fee penalties, with reference to Article 3 of the Agreement, more specifically that “[a]ny payment in the hereby contract which is not received (or partially received) 7 days later than the dates noted above the Club shall be subject to a penalty of \$50 per day of delay”.
46. The Claimants accept that consistent BAT jurisprudence has held that late payment penalty clauses are generally lawful, but subject to the review of the Arbitrator so as to ensure they are not disproportionate to the amount claimed as principal, and rely on BAT jurisprudence to suggest that:
 - (i) Arbitrators have held that daily penalties are not excessive so long as they are not disproportionate to the respondent’s basic obligation (with reference to BAT 0155/11); and
 - (ii) Arbitrators have accepted late fees that are equal in amount to the overdue unpaid salary (with reference to BAT 0862/16).
47. The Claimants further assert that the amount of USD 50 per day was set by the WNBCA in the Agreement without negotiation by the Claimants.
48. With reference to the above jurisprudence, and having recalculated the amounts alleged to be owed in their Reply, the Player requests late fees in the amount of USD 40,650.00 net (with USD 80,781.00 alleged to be owing to her in salary and bonus payments) and

the Agent requests a capped amount of USD 12,000.00 (to align with the USD 12,000.00 alleged to be owing to it in relation to the Agent Fee).

49. Based on the principle of *pacta sunt servanda*, the Claimants submit that the Club must be required to pay the remaining salary and bonus amounts, in addition to being “*held liable for all amounts owed plus late fees, interest, and reimbursement of all arbitration and legal fees*”.
50. The Claimants request that all payments be made net, with reliance on Article 3 of the Agreement, and each of the Claimants requests interest at a rate of 5% from the date of filing the Request for Arbitration until full payment.
51. The Claimants’ final (amended) prayers for relief were contained in their Reply of 19 December 2025 and read as follows:

“*Claimant 1’s requests:*

• *in principle, pay Claimant 1:*

o *An amount of Eighty Thousand Seven Hundred and Eighty One Dollars (\$80,781.00) net as indemnity for salary owed on;*

- *Twenty Thousand Seven Hundred and Eight One Dollars (\$20,781.00) net due on February 28, 2025;*
- *Thirty Five Thousand Dollars (\$35,000.00) net due on February 28, 2025*
- *Twenty Five Thousand Three Hundred and Twenty Five Dollars (\$25,000.00) net due on March 19, 2025;*

o *An amount of Ten Thousand Two Hundred Dollars (\$10,200.00) net as indemnity for bonuses due on May 13, 2025.*

o *An amount of Forty Thousand Six Hundred and Fifty Dollars (\$40,650.00) net as indemnity for late fee penalties; and*

o *Interest of five percent (5%) for salary and bonus payments starting from the date of filing the Request for Arbitration until the date payment is received in full by Claimant 1.*

Claimant 2's requests:

• *in principle, pay Claimant 2*

o An amount of Twelve Thousand Dollars (\$12,000.00) net as indemnity for agent fees owed on;

- *Six Thousand Dollars (\$6,000.00) due on November 15, 2024;*
- *Six Thousand Dollars (\$6,000.00) due on February 15, 2025;*

o An amount of Twelve Thousand Dollars (\$12,000.00) net as indemnity for late fee penalties;

o Interest of five percent (5%) for agent fee payments starting from the date of filing the 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:*

o Reimbursement of the BAT Handling Fee ex article 17.1 of the BAT Rules in the amount of Four Thousand Euro (€ 4,000); and

o reimbursement of Claimants' share of the advance in costs; and

o in case Claimants will have to substitute for (part of) Respondent's share on the advance on costs, the reimbursement hereof; and

o 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 Euros (€ 12,500.00).

Total amount in dispute: *One Hundred and Fifty Five Thousand Six Hundred and Thirty One Dollars (\$155,631.00)."*

52. In the Claimants' submission on costs, they argued that the present proceedings were commenced because the Respondent breached the Agreement and failed to cure such breach, leaving them with no choice but to file the Request for Arbitration and incur the costs associated with it.

53. The Claimants' specific requests for relief with respect to costs are as follows:

- (i) Legal fees in the amount of USD 10,000 (calculated at over 25 hours at the legal counsel's standard international hourly rates);
- (ii) Payment of the Non-Reimbursable Handling Fee of EUR 4,000;

- (iii) Reimbursement of the full Advance on Costs paid in the amount of EUR 7,479.38.

4.2. Respondent's Position and Request for Relief

54. The Respondent did not submit any formal submission in this arbitration, and did not respond to the Arbitrator's requests to file an Answer or respond to the Claimants' other submissions.

5. The Jurisdiction of the BAT

55. 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*, on the basis of the record as it stands.²
56. 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).
57. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
58. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus

² Swiss Federal Tribunal, decision of 19 April 1994, BGE 120 II 155, 162.

arbitrable within the meaning of Article 177(1) PILA.³

59. The jurisdiction of the BAT over the dispute results from the arbitration clause contained under Article 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. [...] 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.”

60. Moreover, and as noted above, Article 3 of the Agreement read as follows: *“In the. [sic] case of any dispute, that involves the Club's payment on behalf of Player to the Agent for the agent fee, the Player assigns the Agent the right to seek all available remedies on her behalf which includes taking the grievance to the BAT”.*
61. The Agreement is in written form and thus the arbitration agreement fulfills the formal requirements of Article 178(1) PILA.
62. 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).
63. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimants' claim.

³ Swiss Federal Tribunal, decision of 23 June 1992, BGE 118 II 353, 356 et seq.

6. Other Procedural Issues

64. 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.
65. 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 the relevant rules. It was also given sufficient opportunity to respond to the Claimants' Request for Arbitration. The Respondent, however, chose not to participate in this arbitration.
66. Neither of the Parties has requested a hearing to be held, nor does the Arbitrator consider a hearing necessary. The Arbitrator will therefore decide the Claimants' claims based on the written submissions and the evidence on record.

7. Discussion

7.1. Applicable Law – *ex aequo et bono*

67. 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

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.

parties or, in the absence of a choice, according to the rules of law with which the case has the closest connection. Article 187(2) PILA adds that the parties may authorise the arbitrators to decide “*en équité*” instead of choosing the application of rules of law. Article 187(2) PILA reads as follows:

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

68. Under the heading “*Applicable Law*”, 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.”

69. Article 11 of the Agreement expressly authorises the Arbitrator to decide the dispute *ex aequo et bono*, thus, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.

70. 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

71. 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*”.
72. In light of the foregoing considerations, the Arbitrator makes the findings below.

7.2. Findings

7.2.1. The Player – Salary Instalments

73. The Player submits that the Respondent owes a partial instalment of her January 2025 salary, as well as the full salary payable for both February 2025 and March 2025, for the total amount outstanding of USD 80,781.00.
74. The Player has provided bank details establishing that the Club only paid the amount of USD 119,219.00 over the course of the season, leaving USD 80,781.00 payable to the Player as submitted.
75. The Arbitrator has no reason to doubt the correctness of this information, and notes that the Respondent did not participate in these proceedings to dispute the Player’s calculation of the amounts outstanding (or indeed its failure to pay the Player). The Arbitrator therefore accepts, based on the available evidence, that the Club did not pay

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

– and thus owes – the Claimant the salary instalments she has requested.

76. Article 3 of the Agreement expressly provides that such instalments are to be paid “*net of all tax in China*” and the Player has claimed such amounts “*net*” in her prayers for relief.
77. The Arbitrator therefore finds that the Club owes the Player an amount of USD 80,781.00, net of all tax in China, in unpaid salary instalments for the 2024-2025 season.

7.2.2. The Player – Bonuses

78. The Player also submits that the Respondent owed bonuses to her for 13 home games that the Club won, and eight away games that the Club won, throughout the season. On that basis, the Player asserts that she was contractually entitled to the total amount of USD 12,900.00.
79. The Player accepts that the Club paid some bonuses, in cash in Chinese Yuan, without providing any receipt throughout the season. The Player estimates that the Club paid her a total of ¥18,600.00 in cash for win bonuses, which is equivalent to approximately USD 2,700.00. As such, according to the Player, the Club owed her USD 10,200.00 for remaining bonuses at the end of the season.
80. Once again, the Arbitrator has no reason to doubt the correctness of this information, and notes that the Respondent did not participate in these proceedings to dispute the Player’s participation in the relevant matches, calculation of the amounts outstanding, or indeed its failure to pay the Player. Moreover, the amount of USD 10,200.00 is consistent with the WhatsApp message allegedly sent by the Respondent, and lower than the amount claimed by the Player in her letter of demand of 27 May 2025.

81. The Arbitrator therefore accepts, based on the available evidence, that the Club did not pay – and thus owes – the Player the bonuses she has requested.
82. Article 3 of the Agreement expressly provides that such bonuses are to be paid “*net of tax*” and the Player has claimed such amounts “*net*” in her prayers for relief. The Arbitrator understands the reference to “*net of tax*” in relation to the bonuses to be, as with the salary, “*net of all tax in China*”.
83. The Arbitrator therefore finds that the Club owes the Player an amount of USD 10,200.00, net of all tax in China, in unpaid bonuses for the 2024-2025 season.

7.2.3. The Player – Late Payment Penalties

84. In addition to the principal salary and bonus amounts claimed in this arbitration, the Player has sought late fee penalties – with reliance on Article 3 of the Agreement – for a total amount of USD 40,650.00.
85. More specifically, in her Reply, the Player calculates such penalties as follows:

Chart for Penalties Owed to Claimants

Payment Due	Penalties			
	Starting Date	End Date	Days Late	Penalty
November 8, 2024 (Salary) (Adjusted for arrival date)	November 15, 2024	December 6, 2024	22	\$1,100.00
November 15, 2024 (Agent Fee)	November 22, 2024	Unpaid	298	\$14,900.00
November 30, 2025 (Salary)	December 6, 2024	January 8, 2025	34	\$1,700.00
December 30, 2025 (Salary)	January 5, 2025	February 5, 2025	32	\$1,600.00
January 30, 2025 (Salary)	February 6, 2025	Partially Paid	238	\$11,900.00
February 15, 2025 (Agent Fee)	February 22, 2025	Unpaid	206	\$10,300.00
February 28, 2025 (Salary)	March 6, 2025	Unpaid	194	\$9,700.00
March 19, 2025 (Salary)	March 26, 2025	Unpaid	174	\$8,700.00
May 13, 2025 (Bonuses)	May 20, 2025	Unpaid	119	\$5,950.00
Total			1,317	\$65,850.00

86. The Arbitrator understands the Player’s request to be, in effect, that a USD 50 penalty

be applied to each late or unpaid salary instalment and the bonuses collectively, from the date that the instalment was late until the time it was paid or, if not paid, until the date that the Request for Arbitration was submitted.

87. The Player's request for late payment penalties is consistent, in principle, with Article 3 of the Agreement, which provides that:

"Player understands and agrees that due to the unsteadiness of the policy of China Central Bank the payment will be possibly delayed when such incidents occur. [...] Though the Club is aware of the fact that if there is delay of the payment, it should be reasonable, therefore, the Club agrees that: 1) Any payment in the hereby contract which is not received (or partially received) 7 days later than the dates noted above the Club shall be subject to a penalty of \$50 per day of delay. 2) if the Club is 15 working days late on payment, the Player has the right to sit out all team practices and official game without being punished. 3) If the Club is more than 30 working days late on payment, the Player has the right to terminate this AGREEMENT and leave the Club and sign with any other teams in the world, though termination doesn't release the Club's responsibility for the rest of Player's salary and the agent fee in this agreement. The Club shall immediately issue the letter of clearance".

88. With that said, it is established BAT jurisprudence that provisions such as the above are amenable to review by the Arbitrator and are to be interpreted in a restrictive manner so as to prevent excessive results.⁶ In this respect, it has been noted that:

"[...] contractual clauses which apply in the context of a breach, or termination for cause, such as penalties, or liquidated damages (this is not a closed list), are subject to careful scrutiny when ruling ex aequo et bono. In particular, such a clause which imposes a detriment on the contract-breaker out of all proportion to any legitimate interest of the innocent party, may be refused enforcement, or moderated in its application".⁷

89. In BAT 0036/09, the arbitrator set forth the following general considerations that may be

⁶ See, *ex multis*, BAT 0036/09; BAT 0635/14; BAT 1291/18; BAT 1521/20; BAT 1336/19; BAT 1313/18; BAT 1380/19; BAT 1411/19; and, more recently, BAT 1541/20; BAT 1516/20, BAT 1613/20; and BAT 2280/25.

⁷ BAT 1291/18, para. 76, quoting BAT 0756/15, para. 62.

taken into account in assessing a claim for late payment penalties:

“55. [...]

a. The Arbitrator accepts that a contractual penalty shall constitute a credible deterrent against deliberate withholding of due payments.

b. A contractual penalty in the form of a flat fee, applying equally to small or large sums, may be problematic and may call for adjustment depending on the circumstances.

c. The contractual penalty should be capped. Only under exceptional circumstances (e.g. if the period of default clearly exceeds one year or if the behavior of the debtor calls for a higher sanction), such cap shall exceed the compensation whose payment is secured by the contractual penalty.

d. The Arbitrator should also take the behavior of the parties into account: the duty to mitigate one's own damage requires that contractual penalties should be reduced if the creditor deliberately delays the enforcement proceedings.”

90. In terms of the window during which such late payment penalties can be claimed, different approaches have been taken depending on the precise circumstances. As noted in BAT 0460/13:

“56. [...] On several occasions, BAT Arbitrators have decided that a respective clause – absent any indications to the contrary in the contract – is intended such that the penalty payments only accrue between the date of late payment and the date by which the respective obligation is or can be terminated (BAT 0100/10 paras. 47 et seq.; 0109/10, paras. 55 seq.) An exception is only made in cases where there is an explicit agreement between the parties that stipulates otherwise and orders late payment fees also to apply once the player's obligation to render his/her services is terminated. At the utmost, BAT Arbitrators are prepared to approve accrual of late payment fees until the filing of the Request for Arbitration (BAT 0185/11, paras. 65), provided the creditor has pursued his claim in a diligent and timely manner.

Secondly, BAT Arbitrators have repeatedly held that late payment clauses are subject to judicial review. In BAT 0036/09 (marg. No. 53 et seq.) the Arbitrator held:

‘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



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general rule, a contractual penalty is considered to be excessive if it is disproportionate to the basic obligation of the debtor.”

91. Finally, the Arbitrator notes that, depending on the wording of the relevant clause and the circumstances of the individual case, late payment penalties are often not accepted to apply cumulatively.⁸
92. The Arbitrator has carefully considered the terms of the Agreement, the abovementioned jurisprudence and the specific circumstances of the case at hand, and considers that it is fair and equitable to limit the Player’s entitlement to late payment penalties to a total of 109 days, being USD 5,450.00 in total.
93. In limiting the late payment penalties to this amount, and on an *ex aequo et bono* assessment, the Arbitrator has taken into account:
- (i) the relevant contractual provision, which expressly provides that the Club “*shall be subject to a penalty of \$50 per day*” for “*any payment in the [Agreement] which is not received (or partially received) 7 days later than [the due date]*” (emphasis added);
 - (ii) the fact that three of the unpaid instalments came at the end of the 2024-25 season, where it made little sense for the Player to exercise her right to terminate

⁸ See, for example, BAT 0491/13 “*However, the Arbitrator interprets the wording of Clause II of the Player Contract (“a late fee of USD\$150.00 per day”) in the sense that it does not provide for a cumulative calculation of late payment fees in the event that the Club is late with several (distinct) payment obligations. Instead, the intention of the clause – in view of the rather high amount per day in question – is to provide for a general “penalty” in case of late payment by the Club (irrespective of how many separate payment obligations are breached). Thus, the Arbitrator finds that the Player cannot claim late payment fees cumulatively for each outstanding salary instalment. Instead she can claim the amount only for those time periods for which payments were outstanding*”.

the Agreement for non-payment;

- (iii) the fact that whilst the Club did not make payment of the first instalment, it then caught up with that (and later payments) the following month, before eventually defaulting on part of the January 2025 instalment, and the entirety of the February and March instalments;
- (iv) the fact that the Agreement does not expressly state that late penalty payments accrue past termination and that the term of the Agreement was until the Club's last game on 3 March 2025; and
- (v) the fact that the letter of demand was not sent to the Club until 27 May 2025 and the Request for Arbitration not submitted until September 2025. Whilst the Arbitrator appreciates that the Player may have been attempting to settle the dispute in the meantime, she considers that awarding penalties during that period would be disproportionate.

94. Applying those considerations to the case at hand, the Arbitrator considers that the relevant late payment penalties should be paid for each unpaid or partially unpaid instalment, for such time as the relevant instalment remained unpaid, but only until the date of termination of the Agreement. Thus, deciding *ex aequo et bono*, the Arbitrator finds that the Player should be granted late penalty payments for a total of 109 days, calculated as follows:

- (i) the unpaid October 2024 instalment, from 15 November 2024 until 5 December 2024 (for a total of 21 days);
- (ii) the unpaid November 2024 instalment, from 7 December 2024 until 7 January 2025 (for a total of 32 days);

- (iii) the unpaid December 2024 instalment, from 6 January 2025 until 4 February 2025 (for a total of 30 days); and
- (iv) the (partially) unpaid January 2025 instalment, from 6 February until the date of termination of the Agreement, being the Club's last match on 3 March 2025 (for a total of 26 days).

95. The Arbitrator notes that both the February 2025 instalment (with the 7 day buffer applied), and the March 2025 instalment, fell due after the Club's last match on 3 March 2025, thus she does not apply any late fee to those instalments.
96. With respect to bonus payments, and on an *ex aequo et bono* assessment, the Arbitrator does not consider it appropriate to attach any late payment penalties to these amounts given: (i) the Player's inability to identify precisely which amounts were paid (and hence unpaid) by the Club in relation to which wins; and (ii) that the Player indicated in her submission that those bonuses did not become due prior to 13 May 2025.
97. Moreover, the Arbitrator considers that the final amount of USD 5,450.00 in late payment penalties (i.e. just under 7% of the principal claimed) is in any case appropriate as a global penalty, and is neither disproportionate nor excessive when viewed in the context of the overall value of the outstanding obligations and the circumstances of the case.
98. Finally, the Arbitrator notes that the late payment penalties are not designated as net amounts in the Agreement, and she therefore declines to award these amounts as net payments.
99. As such, the Arbitrator finds that the Club owes the Player an amount of USD 5,450.00 in late payment penalties for the 2024-25 season.

7.2.4. The Player – Interest

100. The Player has claimed interest, at a rate of 5% per annum, for salary and bonus payments, starting from the date of filing the Request for Arbitration until full payment.
101. The Arbitrator notes that payment of interest is a customary and necessary compensation for late payment and there is no reason why it should not be awarded in this case. Moreover, the Arbitrator considers that a rate of 5% per annum is in accordance with well-established BAT jurisprudence and an *ex aequo et bono* assessment, and that it is appropriate to commence the interest at the date of the Request for Arbitration.
102. Thus, the Arbitrator awards the Player interest on the unpaid salaries of USD 80,781.00 and the unpaid bonuses of USD 10,200.00 at a rate of 5% per annum, from the date of 15 September 2025 until the date of payment.

7.2.5. The Agent – Unpaid Agent Fee

103. Article 3 of the Agreement provides for the payment of two USD 6,000.00 instalments from the Club (on behalf of the Player) to the Agent in relation to the 2024-25 season.
104. The Agent submits that the Respondent owes the entire amount of USD 12,000.00 which was unpaid during the 2024-25 season.
105. The Arbitrator has no reason to doubt the correctness of this information, and notes that the Respondent did not participate in these proceedings to dispute the Agent's calculation of the amounts outstanding (or indeed its failure to pay the Agent). Moreover, this is consistent with the invoice sent by the Agent to the Club, as well as the content of

the letter of demand on 27 May 2025.

106. The Arbitrator therefore accepts, based on the available evidence, that the Club did not pay – and thus owes – the Agent the outstanding Agent Fee it has requested.
107. The Agent has requested that the Agent Fee be paid “*net*” and the Arbitrator notes that Article 3 of the Agreement expressly provides that the two relevant instalments are to be paid “*net*”. The Arbitrator understands the reference to “*net*” in relation to the Agent Fee to be, as with the payments to be made to the Player, “*net of all tax in China*”.
108. The Arbitrator therefore finds that the Club owes the Agent an amount of USD 12,000.00, net of all tax in China, in unpaid agent fees for the 2024-2025 season.

7.2.6. The Agent – Late Payment Penalties

109. As with the Player, the Agent has claimed late payment penalties in these proceedings, with reference to Article 3 of the Agreement.
110. The Arbitrator notes that the penalty clause in Article 3 is not a model of clarity, insofar as it does not expressly denote that penalties are to be awarded to both the Agent and the Player in case of late payment (contrary to the agreements discussed in other BAT proceedings, for example, BAT 1541/20 or BAT 1516/20).
111. With that said, Article 3 of the Agreement does state that the Club “*shall be subject to a penalty of \$50 per day*” for “*any payment* in the [Agreement] which is not received (or partially received) 7 days later than [the due date]” (emphasis added), and this part of the article comes directly after the description of the Player’s “*salary payment*”, which expressly includes the two instalments of USD 10,000 to be paid to the two agents on the Player’s behalf.

112. The Arbitrator therefore considers it a reasonable interpretation of the Agreement that the late penalty payments are applicable also to the Agent Fee instalments and notes that: (i) the Club did not participate in these proceedings to dispute this interpretation of the relevant article of the Agreement; and (ii) there is nothing on file to indicate that the Club ever expressed its disagreement with the Agent's claim for late payment penalties (including in response to the invoice and letter of demand sent to the Club, or the conversations the Local Agent stated to have had with the Club).
113. The Arbitrator therefore considers that late payment penalties also attach to the Agent Fee instalments, however, based on the same jurisprudence set out in Section 7.2.3 above, and for the same reasons, the Arbitrator finds on an *ex aequo et bono* assessment that the late penalties payable to the Agent should be limited, in principle, to the date 7 days after each payment was due, until 3 March 2025.
114. The Arbitrator further notes that, when it comes to the late payment penalties applicable to the Agent Fee: (i) for the 15 November 2024 instalment this equates to a total of 102 days (i.e. from 22 November 2024 to 3 March 2025) and a total amount of USD 5,100.00; and (ii) for the 15 February 2025 instalment this equates to a total of 10 days (i.e. from 22 February 2025 to 3 March 2025) for a total amount of USD 500.00.
115. Taking into account the jurisprudence discussed above, and on an *ex aequo et bono* assessment, the Arbitrator considers and finds that the total penalties payable to the Agent should be awarded as follows: (i) 25% of the principal amount outstanding for the 15 November 2024 instalment (being USD 1,500.00); and (ii) the full amount of USD 500.00 for the 15 February 2025 instalment.
116. In reaching this decision the Arbitrator has taken into account that:
- (i) the amount of late payment penalties payable, in principle, in relation to the 15

November 2024 instalment is almost equivalent to the principal owed, which the Arbitrator considers to be excessive in this case (in particular considering that the penalties applicable to non-payment to the Player are – proportionately – much lower); however,

- (ii) the Club completely failed to pay any instalments of the Agent Fee, over an extended period; and
- (iii) a total penalty of USD 2,000.00 is neither disproportionate nor excessive when viewed in the context of the overall value of the outstanding obligations to the Agent (being USD 12,000.00) and the circumstances of the case.

117. Finally, as with the Player, the Arbitrator notes that the late payment penalties are not designated as net amounts in the Agreement, and she therefore declines to award these amounts as net payments.

118. As such, the Arbitrator finds that the Club owes the Agent an amount of USD 2,000.00 in late payment penalties for the 2024-25 season.

7.2.7. The Agent – Interest

119. The Agent has also claimed interest, at a rate of 5% per annum, for the unpaid Agent Fee instalments starting from the date of filing the Request for Arbitration until full payment.

120. The Arbitrator notes that payment of interest is a customary and necessary compensation for late payment and there is no reason why it should not be awarded in this case. Moreover, the Arbitrator considers that a rate of 5% per annum is in

accordance with well-established BAT jurisprudence and an *ex aequo et bono* assessment, and that it is appropriate to commence the interest at the date of the Request for Arbitration.

121. Thus, the Arbitrator awards the Agent interest on the unpaid Agent Fee of USD 12,000.00 at a rate of 5% per annum, from the date of 15 September 2025 until the date of payment.

8. Costs

122. 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). [...]”

123. On 5 April 2026, the BAT Vice-President determined the arbitration costs in the present matter to be EUR 7,479.38.

124. 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.”

125. Considering that the Claimants prevailed in this arbitration, with only an adjustment to the amount of the late payment penalties, it is consistent with the provisions of the BAT

Rules that the costs of the arbitration be borne by the Club alone. Given that the Claimants paid the entire Advance on Costs in the amount of EUR 7,479.38, the Club shall reimburse that amount to the Claimants.

126. 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 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."

127. 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 (excluding the non-reimbursable handling fee). In case of multiple Claimants, the maximum contribution is determined separately for each party on the basis of the relief sought by this party. In the present case, the maximum contribution for the Player is EUR 10,000.00 whereas for the Agent it is EUR 5,000.00.

128. The Claimants request reimbursement of their legal fees in the global amount of USD 10,000.00. They also claim reimbursement for the expense of the non-reimbursable handling fee (in the amount of EUR 3,999.65).

129. Taking into account the factors required by Article 17.3 of the BAT Rules, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules (in this case, EUR 15,000.00), the fact that the non-reimbursable handling fee in this case was EUR 3,999.65, and the specific circumstances of this case, the Arbitrator holds that a total of EUR 9,000.00 represents a fair and equitable contribution by the Respondent to the Claimants in this regard (including payment of the Non-Reimbursable Handling Fee). In

particular, the Claimants only had to make one substantive submission on the merits of this case, with minor clarifications in their Reply. The Request for Arbitration was a straightforward document, and the underlying facts and documentation in this case were not overly complex.

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

- (i) The Club shall pay EUR 7,479.38 to the Claimants, being the amount of the costs advanced by them; and
- (ii) The Club shall pay to the Claimants EUR 9,000.00 (EUR 3,999.65 for the Non-Reimbursable Handling Fee and the remainder for their legal costs), representing the amount of their legal fees and other expenses.

9. AWARD

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

- 1. Heilongjiang BC shall pay Ms. Myisha Hines-Allen USD 80,781.00, net of all tax in China, in unpaid salary instalments for the 2024-25 season, together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 15 September 2025 until payment in full.**
- 2. Heilongjiang BC shall pay Ms. Myisha Hines-Allen USD 10,200.00, net of all tax in China, in unpaid bonuses for the 2024-25 season, together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 15 September 2025 until payment in full.**
- 3. Heilongjiang BC shall pay Ms. Myisha Hines-Allen USD 5,450.00 in late payment penalties related to the 2024-25 season.**
- 4. Heilongjiang BC shall pay Sports International Group, Inc. USD 12,000.00, net of all tax in China, in unpaid agent fees for the 2024-25 season, together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 15 September 2025 until payment in full.**
- 5. Heilongjiang BC shall pay Sports International Group, Inc. USD 2,000.00 in late payment penalties related to the 2024-25 season.**
- 6. Heilongjiang BC shall pay EUR 7,479.38 jointly to Ms. Myisha Hines-Allen and Sports International Group, Inc. as reimbursement for their arbitration costs.**
- 7. Heilongjiang BC shall pay Ms. Myisha Hines-Allen and Sports International Group, Inc. jointly an amount of EUR 9,000.00 as a contribution towards their legal fees and expenses.**
- 8 Any other or further requests for relief are dismissed.**



BASKETBALL
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Geneva, seat of the arbitration, 10 April 2025

Ms. Brianna Quinn
(Arbitrator)