ARBITRAL AWARD

(BAT 2401/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Annett Rombach

in the arbitration proceedings between

Mr. Ryan Zane Zanbaka

- Claimant -

represented by Mr. Ralph Charbel, attorney at law,

vs.

Maristes Sports Club
Collège des Frères Maristes Champville,
Dik El Mehdi, Mount Lebanon, Lebanon

- Respondent -

represented by Mr. Nilo Effori, attorney at law,

1. The Parties

1.1 The Claimant

1. Mr. Ryan Zane Zanbaka (the "**Player**" or the "**Claimant**") is a professional basketball player of U.S. nationality.

1.2 The Respondent

2. Maristes Sports Club[1] (the "**Club**" or the "**Respondent**") is a professional basketball club competing in the Lebanese professional basketball league.

3. The Claimant and the Respondent are hereinafter referred to as the "**Parties**".

2. The Arbitrator

4. On 7 December 2025, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal (the "**BAT**"), appointed Ms. Annett Rombach as arbitrator (the "**Arbitrator**") pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as of 1 January 2025 (the "**BAT Rules**"). Neither of the Parties has raised any objections to the appointment

[1] The Claimant consistently refers to the name „Maristes Sports Club". The Respondent, in its Rejoinder, indicated that the Respondent's legal designation (as reflected in the Professional Basketball Player Contract dated 9 May 2024) is "Cercle Sportif Maristes". The Respondent does not claim that this designation refers to a different legal entity than the one that is the subject of the Claimant's claims. Rather, "Sports Club" (the name used by the Claimant) appears to be the English translation of the French denomination "Cercle Sportif".

of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

5. 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.

6. On 9 May 2024, the Player and the Club entered into an employment agreement pursuant to which the Club engaged the Player as a basketball player for the 2024-25 and 2025-26 seasons (the "**Player Contract**").

7. Clause 2 of the Player Contract defines the duration of the employment as follows:

> *"The club hires the player for the 2024-2025 Basketball season which ends on the last basketball game of the Club of all the competitions in which the club will participate in the 2024-2025 and 2025-2026 basketball season."*

8. Clause 3B of the Player Contract indicates the guaranteed nature of the contract as follows:

> "[…] *this Agreement is an unconditionally guaranteed Agreement and that the Player's remuneration and the Agent's Fee are fully guaranteed, due and payable, including but not limited to in the event of the Player's injury, illness, death, and/or lack of skill."*

9. Clause 5A of the Player Contract determines the Player's salary for the season of 2024-25 as follows:

> "*The Club must pay to the Player during this contract the amount of 72,000 USD net of Taxes, for the season 2024-2025 payable as follows:*
>
> *1- 8,000 USD on the 1st of October 2024.*
> *2- 8,000 USD on the 1st of November 2024.*
> *3- 8,000 USD on the 1st of December 2024.*
> *4- 8,000 USD on the 1st of January 2025.*
> *5- 8,000 USD on the 1st of February 2025.*
> *6- 8,000 USD on the 1st of March 2025.*
> *7- 8,000 USD on the 1st of April 2025.*
> *8- 8,000 USD on the 1st of May 2025.*
> *9- 8,000 USD on the 1st of June 2025."*

10. Clause 5B of the Player Contract provides for the Player's salary for the 2025-26 season as follows:

> "*The Club must pay to the Player during this contract the amount of 90,000 USD net of Taxes, for the season 2025-2026* […]*."*

11. Clause 5E of the Player Contract stipulates that the Player is entitled to either accommodation supplied by the Club or, alternatively, a monthly allowance to cover accommodation costs, as follows:

> "*The Club shall provide to the Player a furnished apartment/Studio all paid by the Club OR 600$ monthly so that the Player can use it for his own rental for every season."*

12. Clause 7C of the Player Contract establishes that the Player is entitled to terminate the agreement under the conditions set out therein, as follows:

> "*The Player has the right to terminate this agreement without further prejudice or compensation and while maintaining his full remaining financial rights in case the Club is late for more than 30 (thirty) days on any scheduled payments in this agreement.*
>
> *The Player is then free of all duties and it is considered a material breach of the contract and the Club will have to pay to the player a compensation equivalent to the residual value of the contract."*

13. Clause 7F of the Player Contract sets out the conditions under which the Club may

unilaterally terminate the agreement:

> "*The Club has the right to unilaterally terminate this agreement without any responsibility on any of the parties and without having to pay any compensation to the Player whatsoever in case of Force Majeure (as for example War, Natural disaster, strikes, lock-outs, riot, flood, civil commotion, Cancellation of the League by the Federation or not starting the league at all, compliance with any law or governmental order, any circumstance which is beyond the control of the Club).*"

14. Clause 8 of the Player Contract specifies that the Club shall not withhold the Player's Letter of Clearance and shall ensure its issuance in accordance with the applicable regulations and contractual terms as follows:

> "*The Club agrees not to withhold the Player's Letter of Clearance and expressly agrees that the Player is free to solicit other employment at the conclusion of this agreement and immediately in the case of termination by the Club without any fault from the Player. Furthermore, if the Club breaches this agreement, the Club will not withhold the letter of Clearance, and will deem the Player immediately eligible to solicit other employment and sign any contract.*"

15. By the beginning of the season, on 1 September 2024, the Player had arrived in Lebanon and started pre-season preparation.

16. At the end of September 2024, the Club paid to the Player a first salary instalment in an amount of USD 8,000.00 (covering the Player's services for the month of September).

17. In October 2024, following the escalation of armed hostilities between Israel and Lebanon and the resulting security concerns, the Lebanese Basketball Federation (the "**LBF**") suspended the Lebanese national championship season, which had initially been scheduled to begin on 1 November 2024.

18. On 18 October 2024, the Player flew to the USA. It is undisputed that the Player's leave was consented by the Club, and that the Club reimbursed the costs for the flight ticket.

It is disputed whether the Player's leave was the result of a voluntary decision by the Player or a coordinated evacuation process managed by the U.S. Embassy.

19. On 26 January 2025, the Club played a friendly match against the Lebanese first-league team Antonine, in which the Player featured 21:54 playing minutes and 25 points.

20. On 1 February 2025, the LBF officially resumed the Lebanese national championship. It is undisputed that the competition was then being played at regular length with the full number of initially planned games until mid-July 2025, and that the suspension of the League declared by the LBF in October 2024 did not trigger any shortening of the match calendar.

21. Between February and April 2025, the Club paid the Player his salary for the months of January, February and March 2025. It is undisputed that the Club did not pay the April and May 2025 salaries at any time before the end of the 2024-25 season.

22. On 28 May 2025, the management of the Club circulated the following message to its players:

> "*The President is ready to add a bonus to compensate for being so late on salaries. And if we do decide to go against the team, he's also ready to dissolve the club completely. I think we need to show up tomorrow and every other days,* [sic] *and expect to get paid by this weekend/next week."*

23. In May 2025, the Club paid to the Player USD 500.00 as housing allowance.

24. On 7 June 2025, the Club played its last official game of the 2024-25 season. Before the start of the game the Player sent the following message to the Club's president:

> "*I saw the game is not cancelled officially. If that is the case I want to let you know I will play the game and do whatever is necessary for the team if that is what is needed and will*

figure out the rest later! I just want to make sure I am not letting the team and Champville down in anyway."

25. The Club finished the league at 8th place, which means that it did not proceed to the playoffs (which eventually finished in mid-July 2025).

26. Between May and August 2025, various Club players raised concerns regarding outstanding payments and repeatedly contacted the Club's management via a WhatsApp group messenger as follows ([sic]):

> **[28 May 2025]:** "*What date we gettin paid bruh*."
>
> **[2 June 2025]:** *"We dont show up tomorrow @ practice time.*
>
> *Dont let no one know that we not showing up.*
>
> *Let them call us.*
>
> *Let them worry if were showing up to game or no*."
>
> **[2 June 2025]:** *"If they can't pay full then pay half."*
>
> **[16 July 2025]:** "*I don't even know what's going on anymore but I do know that we are indeed cooked* [emoji]."
>
> **[16 July 2025]:** *"I hit the president last night he goes "I said around the 15th" smh."*
>
> **[5 August 2025]***: "I heard by Aug 15 but I don't believe that bs*] *at all lol."*
>
> **[5 August 2025]:** "[laughing emoji] *yeah just another two weeks guys."*

27. On 2 August 2025, the Player sent the following message to the Club's founder and treasurer:

> "*Hello,* [the Club's Founder and Treasurer] [sic]*. I would like to speak with you. I am hearing a lot of rumors and want to be fair and hear it from you before make* [sic] *any judgements. Please call me."*

28. On 12 August 2025, the Player referred to his agent [the Player's Agent], regarding the status of his employment:

> **Player**: "*Any updates? Is chanpville* [sic] *planning to have a team?? My contract starts in 2 weeks and have heard nothing still."*
>
> **Agent:** [audio message] "*I don't know, but he* [Club´s representative] *called me yesterday and he said that I got the same thing that you've been hearing for the past four months. The money is any day now and the transfer. Get done and receiving the money and wiring the money and all this shit so I said OK OK OK that's it."*

29. On 26 August 2025, the Player sent the following messages to the Club and the coach:

> **Player**: "*Mr. President I haven't heard from you in a while. What is happening? Will we have a team this year ?* [sic].*"*
>
> [no answer]
>
> **Player:** "*Coach hope you are well...*
>
> *I am sure you haven't heard anything directly from Champville but is there any rumors or talk in the basketball community? Is it possible they will not have a team because I need to know."*
>
> **Coach**: *"*[…] *I don't have any info yet* […].*"*

30. On 1 September 2025, the Player once again referred to the coach:

> **Player:** "*Coach any news?"*
>
> **Coach***: "Not yet."*

31. On 8 September 2025, the Player´s counsel sent a termination notice to the Club (the "**Termination Notice**"), which relevant parts read as follows:

> "[…] *Maristes Sports Club has not paid yet to the Player Ryan Zane Zanbaka five outstanding salaries amounting to 40,000 (Forty Thousand) USD and five outstanding payments amounting to 3,000 (Three Thousand) USD for the house rental.*

Despite repeated efforts to resolve the matter, the Player Ryan Zane Zanbaka has not received payments for over five months, with his last payment received in April. Beginning in April, Maristes Sports Club verbally assured to the Player Ryan Zane Zanbaka that the funds were forthcoming and would be available within a week; however, these assurances were repeatedly delayed—first to two weeks, then to a month, then to several months—with various excuses communicated through third parties. The Player Ryan Zane Zanbaka waited amicably and in good faith through these delays, yet direct and repeated attempts to reach management were consistently ignored. As a result, my client is unable to meet his personal and family obligations. The Club's repeated failures to honor its contractual commitments have left the Player Ryan Zane Zanbaka no other choice than seeking the immediate unilateral termination of his contract.

***Therefore, the Professional Basketball Player Ryan Zane Zanbaka officially terminates his contract with Maristes Sports Club with just cause based on Article 7 Paragraph c in conjunction with Article 5 Paragraphs A and E of the Contract**.*

[…]

*If the total payment of **133,000 (One Hundred Thirty-Three Thousand) USD net** will not be made by Maristes Sports Club to Mr. Ryan Zane Zanbaka **in the following 7 (seven) days**, we regret that we will have no other option than to file a Request for Arbitration against Maristes Sports Club before the Basketball Arbitral Tribunal (BAT) in order to receive from Maristes Sports Club the due amount of 133,000 USD, in addition to the default interest at the rate of 5% per annum based on Swiss Law and BAT well-established jurisprudence. Moreover, we will request from the BAT to decide that Maristes Sports Club shall reimburse to the Player Ryan Zane Zanbaka all the fees and costs related to this matter."*

[Emphasis in the original]

32. On 18 September 2025, the Club paid to the Player USD 16,700.00 (consisting of two salaries of each USD 8,000.00 and USD 700.00 housing allowance).

33. It is undisputed between the Parties that, at the time of the termination of the Player Contract, the Club had not paid the Player any salary for the months of October, November and December 2024, as well as April and May 2025, totalling five instalments. What is disputed, and in fact concerns the centre of the present arbitration, is whether the Club had a legal justification for withholding the respective payments.

3.2 The Proceedings before the BAT

34. On 14 November 2025, the Claimant filed a Request for Arbitration in accordance with the BAT Rules and duly paid the non-reimbursable handling fee of EUR 4,000.00 on 13 November 2025.

35. On 9 December 2025, the BAT informed the Parties that Ms. Annett Rombach had been appointed as the Arbitrator in this matter. Furthermore, 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 12 January 2026.[2] The BAT also fixed the Advance on Costs as follows, to be paid by the Parties by no later than 19 December 2025:

> "*Claimant (Mr. Ryan Zane Zanbaka)* *EUR 4,000.00*
> *Respondent (Maristes Sports Club)* *EUR 4,000.00*"

36. On 12 January 2026, the Respondent submitted its Answer (dated 9 January 2026).

37. On 13 January 2026, the BAT acknowledged receipt of the Claimant's share of the Advance on Costs in the amount of EUR 4,000.00 and noted the Respondent's failure to pay its share of the Advance on Costs. The BAT invited the Claimant to substitute for the Respondent's share of the Advance on Costs by no later than 20 January 2026.

38. On 26 January 2026, the BAT acknowledged receipt of the full amount of the Advance on Costs, with the Claimant having timely substituted for the Respondent's share. The Claimant was invited to comment on the Respondent's Answer by no later than 9 February 2026 (the "**Reply**"), subsequently extended until 20 February 2026 upon the

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[2] The due date for the Answer was incorrectly indicated in the procedural order of 9 December 2025 and was subsequently corrected by the BAT on 15 December 2025.

Claimant's request, in particular addressing the following points:

> 1) "*to update BAT of any efforts undertaken to secure alternative employment since filing the Request for Arbitration, and to submit any contracts signed ever since he left the Respondent (if any);*
> 2) *to number all exhibits submitted with the Request for Arbitration and to provide a corresponding list of exhibits, for ease of reference and document handling; and*
> 3) *to submit any housing agreement covering the period claimed, together with evidence of the alleged payments made during that period."*

39. On 19 February 2026, within the extended time limit, the Claimant submitted his Reply.

40. On 25 March 2026, the BAT invited the Respondent to comment on the Claimant's Reply by no later than 15 April 2026 (the "**Rejoinder**"), subsequently extended until 22 April 2026 upon the Respondent's request.

41. On 22 April 2026, within the extended time limit, the Respondent submitted its Rejoinder.

42. On 28 April 2026, in accordance with Article 12.1 of the BAT Rules, the BAT declared that the exchange of documents was completed and requested the Parties to submit their detailed cost accounts by 5 May 2026.

43. On 4 May 2026, the BAT confirmed receipt of both Parties' cost submissions.

4. The Positions of the Parties

4.1 The Claimant's Position and Request for Relief

44. The Claimant submits the following in substance:

- The Player terminated the Player Contract with just cause on 8 September 2025 pursuant to Clause 7C because parts of his salary were overdue for more than 30 days. Accordingly, the Player is entitled to the outstanding salaries in an amount of USD 24,000.00 net (3 monthly salaries of USD 8,000.00 each) and the residual value of the 2025-26 season in an amount of USD 90,000.00 net. He is also entitled to the contractually-owed housing allowance. For the 2024-25 season, the Player rented accommodation and paid ten monthly rent instalments of USD 600.00 each from September 2024 through June 2025, totalling USD 6,000.00. Out of this amount, the Player received USD 3,700.00, with the balance of USD 2,300.00 remaining unpaid.

- The Player duly performed his contractual obligations under the Player Contract until the end of the season 2024-25. He was one of the most important players of the team. Despite multiple reminders and follow-ups over several months by the Player and his representatives, the Club failed to pay the outstanding amounts.

- No *force majeure* justification applies to the non-payment of the Player's salaries for October, November and December 2024. Although the kick-off of the 2024-25 Lebanese Basketball League season was delayed, the competition was ultimately played in full and according to the full competition schedule. The Club played a total of 22 games, which corresponds to a full, uninterrupted season. Accordingly, any prior postponement of the league schedule cannot justify the non-payment of salaries.

- The Club's assertion that an oral agreement between the Club and the players existed which allegedly provided for the deferral of salaries for April and May 2025 is wrong. Had an agreement postponing the salaries until the end of September 2025 existed, the players would not have persistently requested

payment.

- The Management of the Club did not communicate any team plans for the 2025-26 season, nor did they respond to inquiries about this upcoming season even though the Player's contract for the 2025-26 season was due to begin starting September 2025 (with the first salary of the 2025-26 season being due on 1 October 2025).

- The Claimant has complied with his duty to mitigate damages to the extent reasonably possible. In any event, the Respondent bears the burden of proving any alleged failure to mitigate, which it has not discharged. Accordingly, no reduction of the Claimant's entitlements is justified.

45. In his Reply dated 19 February 2026, the Claimant submitted the following (compared to the RfA, slightly updated) request for relief:

> *"On these Grounds, the Claimant respectfully requests from BAT the following:*
>
> *1) To enforce its jurisdiction over the matter;*
>
> *2) To rule that the Reply is admissible;*
>
> *3) To decide that the Claimant unilaterally terminated his contract with the Respondent with just cause;*
>
> *4) To order the Respondent to pay to the Claimant **outstanding salaries** in the amount of 24,000 USD Net plus interest as follows:*
>
> *5% interest p.a as from 1 April 2025 until the date of effective payment on the amount of 8,000 USD Net*
>
> *5% interest p.a as from 1 May 2025 until the date of effective payment on the amount of 8,000 USD Net*
>
> *5% interest p.a as from 1 June 2025 until the date of effective payment on the amount of 8,000 USD Net*

5) *To order the Respondent to pay to the Claimant* ***outstanding payments for House Rental*** *in the amount of 2,300 USD Net plus interest as follows:*

5% interest p.a as from 1 March 2025 until the date of effective payment on the amount of 500 USD Net

5% interest p.a as from 1 April 2025 until the date of effective payment on the amount of 600 USD Net

5% interest p.a as from 1 May 2025 until the date of effective payment on the amount of 600 USD Net

5% interest p.a as from 1 June 2025 until the date of effective payment on the amount of 600 USD Net

6) *To order the Respondent to pay to the Claimant the amount of 90,000 USD Net as* ***Compensation,*** *with 5% interest p.a as from 8 September 2025 until the date of effective payment on the amount of 90,000 USD Net;*

7) *To order the Respondent to take all such steps as are open to it to procure a Letter of Clearance for the Player Ryan Zane Zanbaka;*

8) *To declare that all the arbitration costs shall be borne solely by the Respondent;*

To declare that the Respondent shall pay to the Claimant a contribution towards his legal fees and other expenses in the amount of 14,000 Euros which are equivalent to 4,000 Euros (BAT Handling Fee) and 10,000 Euros as Legal Fees and other expenses on the basis of Articles 17.1, 17.3 and 17.4 of the BAT Arbitration Rules."

[Emphasis in the original]

4.2 The Respondent's Position and Request for Relief

46. The Respondent submits the following in substance:

- The Player terminated the Player Contract without cause. His termination notice of 8 September 2025 was based on allegedly unpaid salaries for April and May 2025, which had been validly deferred and were therefore due at the end of September and before the start of the new 2025-26 season. The Club paid the remaining salaries on 18 September 2025. Accordingly, the contractual condition

requiring that salaries be more than 30 days overdue was not met.

- The Claimant has no payment claim for any salary for the months of October, November or December 2024, because a *force majeure* situation was prevailing then in connection with the armed conflict in Lebanon. During this period, flights were largely suspended, foreign nationals (including the Player) were evacuated, and no official games were played. Clause 7F of the Player Contract expressly recognises war and the non-commencement or cancellation of the League as paradigmatic *force majeure* events, thereby confirming the Parties' mutual understanding that such circumstances suspend contractual obligations. Accordingly, the suspension of the league constitutes *force majeure*, relieving the Club from its payment obligations for the relevant period.

- The April and May 2025 salaries were deferred by agreement with the Club's players when [the Club's Founder and Treasurer] (the Club's founder and treasurer), informed the whole team in person that April and May 2025 salaries would be deferred and paid at the latest before the start of the 2025-26 season. All players accepted this deferral; no one objected, and everyone continued to train and play through June 2025.

- The Claimant did not object to the deferral notice, he raised no formal default notice or complaint to FIBA but instead continued to train and play. Accordingly, on 7 June 2025, the Player confirmed that "[he] *will play the game and do whatever is necessary for the team if that is what is needed and will figure out the rest later!*". This statement constitutes a clear acknowledgment of, and acquiescence to, the oral deferral arrangement, rather than a protest against non-payment.

- The Club always acted in good faith towards the Player – it paid for his onward

evacuation flight when requested, resumed salary payments as soon as the league restarted, and maintained a cordial, cooperative tone in its communications. Other players in the same situation completed the season and mostly renewed for the next 2025-26 season. The Claimant was the only player who chose to terminate, which undermines the picture of systemic mistreatment.

- No housing fee is due to the Player. The housing clause provides an in-kind accommodation benefit, not an unconditional cash allowance. Since the Player was only in Lebanon from late August until about 18 October 2024 and then left, no housing allowance is owed for periods when he was not resident in Lebanon. The Club's housing obligation was fully discharged by paying a USD 500.00 housing advance in early May 2025 and an additional USD 700.00 as part of the 18 September 2025 transfer, totalling USD 1,200.00, which corresponds to what was effectively owed.

- The Player himself, and not the Club, terminated the Player Contract without just cause and therefore cannot claim the residual salary for the 2025-26 season. The Player has also provided no documentary proof of serious efforts to mitigate his alleged loss (no concrete alternative contract, no written offers, no detailed evidence of rejected opportunities), so that even a hypothetical compensation should be substantially reduced or denied.

47. In its Rejoinder, the Respondent submitted the following (updated) request for relief:

"For the reasons set out in the Answer and in this Rejoinder, the Respondent respectfully requests the Arbitrator to:

1) Reject the Claimant's claims in their entirety on the grounds that: (a) the Club's payment obligations were suspended during the Force Majeure Period arising from the armed conflict in Lebanon from 7 October 2024 through 3 February 2025, a situation expressly within the scope of Article 7(f) of the Contract; (b) the April and May 2025 salary instalments were consensually deferred by an oral

arrangement communicated by [the Club's founder and treasurer] *on behalf of the Club and accepted by the Claimant, and were discharged by the payment of USD 16,700 on 18 September 2025; (c) the Claimant's termination notice of 8 September 2025 did not satisfy the 30-day threshold required under Article 7(c) and is legally ineffective; and (d) the Claimant accordingly terminated the Contract without just cause and is not entitled to residual contract compensation.*

2) *In the alternative, substantially reduce any compensation awarded, taking into account (a) the Force Majeure Period suspension; (b) the USD 16,700 payment already made; (c) the complete absence of mitigation evidence; and (d) the principles of reduction of damages applicable under the ex aequo et bono standard.*

3) *Dismiss the Claimant's claim for a Letter of Clearance on the ground that the conditions of Article 8 of the Contract are not met.*

4) *Reject the Claimant's claim for default interest on the terms requested, and in any event order that any interest awarded run at earliest from the date of the Award, consistent with BAT 1172/18, ¶133.*

5) *Order the Claimant to bear the full costs of the arbitration, including BAT administration fees and arbitrator fees, on the grounds that the claims are legally and evidentially unsustainable.*

6) *Order the Claimant to make a substantial contribution to the Respondent's legal costs pursuant to Article 17.3 of the BAT Arbitration Rules.*

7) *Grant such further or other relief as the Arbitrator deems just and appropriate in the circumstances of this case."*

5. The jurisdiction of the BAT

48. 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).

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

50. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA.[3]

51. The jurisdiction of the BAT over the dispute results from the arbitration clause contained in Clause 12 of the Player Contract, which reads as follows:

> "*Any dispute arising from or related to the present agreement 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."*

52. The Player Contract is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.

53. 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).

54. In its submissions, the Respondent effectively accepted the jurisdiction of the BAT and raised no objection thereto.

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

55. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimant's claims.

6. No Hearing

56. Neither of the Parties has requested a hearing to be held, nor does the Arbitrator consider a hearing necessary. In accordance with Article 13.1 of the BAT Rules, the Arbitrator will therefore decide the Claimant's claims based on the written submissions and the evidence on record.

7. Discussion

7.1 Applicable Law – *ex aequo et bono*

57. 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 reads as follows:

> "*the parties may authorize the arbitral tribunal to decide ex aequo et bono*."

58. 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."

59. Clause 12 of the Player Contract provides that "[t]*he arbitrator shall decide the dispute ex* aequo *et bono*". None of the Parties objected to the application of *ex aequo et bono*. In particular, the Respondent confirmed in its Rejoinder that "*the Arbitrator decides this dispute ex aequo et bono*."

60. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.

61. 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* [...]*."*[4]

62. 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*".

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

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

7.2 Findings

64. The Arbitrator will address, in turn, the different requests for relief introduced by the Claimant in this arbitration:

(i) Payment of outstanding salaries for the 2024-25 season in the amount of USD 24,000.00 (net), plus interest (below at **7.2.1.**);

(ii) Payment of salary compensation for the 2025-26 season in the amount of USD 90,000.00 (net), plus interest (below at **7.2.2.**);

(iii) Payment of outstanding rent payments in the amount of USD 2,300.00 (net), plus interest (below at **7.2.3.**);

(iv) Order the Respondent to take all such steps as are open to it to procure a Letter of Clearance for the Claimant (below at **7.2.4.**)

1.1.1. Outstanding salaries for the 2024-25 season

1.1.1.1 <u>The outstanding salaries</u>

65. It is undisputed that, as at the time of the termination of the Player Contract by the Player on 8 September 2025, the Club had not paid the Player five out of nine salary instalments agreed in Clause 5A of the Player Contract. It is also undisputed that these five instalments relate to the months of October to December 2024 and April and May 2025.

66. For the months of April and May 2025, the Club principally accepts that the Player is entitled to these payments but alleges that the payment due dates had been mutually deferred, by oral agreement between the Player and the Club's treasurer, to the end of the 2024-25 season (31 August 2025), and that it had duly paid such amounts on 18 September 2025. For the months of October to December 2024, the Club maintains that the Player has no right to request any salary at all, because the military conflict between Israel and the Hezbollah, which triggered the suspension of the Lebanese basketball league, constitutes - in the Respondent's view – an event of *force majeure*.

67. As a starting point, the Arbitrator notes that the Club eventually paid the salary for April and May 2025 on 18 September 2025. While the payment certificate does not indicate to which of the five outstanding salaries the payment refers, the Arbitrator understands from the Respondent and the surrounding circumstances that the Respondent's intent was to satisfy the April and May 2025 salary. This is evidenced by the Respondent's submissions in this arbitration as well as the fact that the Respondent categorically denies owing any salary for the months of October to December 2024. The Claimant's contrary position that any payment made by the Club must first be allocated to the oldest outstanding debt, in line with general principles on the imputation of payments, holds no merits in view of the circumstantial evidence supporting the Club's intent to discharge the April and May 2025 debts.

68. Because the 18 September 2025-payment discharged the Club's obligation to pay the April and May 2025 salaries, the crucial question relating to the 2024-25 season is whether the Claimant is entitled to receive the salary for the months of October, November and December 2024.[5] The Respondent vigorously disputes any such

[5] The Arbitrator notes that, while the Claimant was apparently not playing and training for the Club for larger parts of January 2025 as well, the Club has paid such salary to him in full, and that – as a result – the month of January is not in dispute in these proceedings.

entitlement, in view of the Claimant's undisputed absence from the Club.

69. It is not contested that the Claimant left the Club on 18 October 2024 and did not provide any training or playing services for the remainder of the year 2024 (into January 2025). The Claimant asserts, however, that this fact is irrelevant, because the political situation in Lebanon does not constitute a *force majeure* event, and the payment of the salary remained possible for the Club. Conversely, the Club argues that the armed conflict qualifies as a paradigmatic *force majeure* situation, which (temporarily) relieved the Club of its salary payment obligations.

70. From a legal perspective, the Arbitrator notes that – based on established BAT jurisprudence – it is not primarily relevant for the Player's right to receive his salary whether a contractual disturbance qualifies as *force majeure* or not. The central starting point is whether the Player provided the contractually owed services, for which the remuneration is to be paid. As explained in BAT 1813/22, para. 73 (relating to the military conflict between Russia and Ukraine):

> *"*[…] *Irrespective of whether the Player's announcement to stop playing was justified under the Force Majeure Clause or not, the principal rule under employment law, as well as under BAT's jurisprudence, is that a player only receives a salary when he performs, or offers to perform. The Force Majeure Clause only relieves the Player from his contractual duty to perform, meaning that the Player does not commit a breach of contract when his refusal to perform is based on a force majeure situation. At the same time, the Force Majeure Clause does not protect the Player's financial consideration for the (stopped) performance. Rather, following the typical mechanism of a contractual force majeure provision, the Force Majeure Clause results in the Club's right to cease performance as well if the Player justifiably stops playing due to a force majeure situation."*

71. In line with these principles, a *force majeure* situation does generally not protect the Player's remuneration claim when the Player does not effectively render any services, unless the Player can establish that his failure or impossibility to perform can be somehow attributed to the Club. No such theory is being claimed in this case. Therefore, irrespective of whether the military conflict in Lebanon amounts to *force majeure* or not,

the Player is principally prevented from claiming any salary for periods in which he does not work.

72. The Claimant argues that this rule does not apply here, because the Player rendered the owed performance later. It is in fact undisputed that the Player completed a full basketball season originally scheduled to take place between November 2024 and May 2025 within a shorter timeframe (February to June 2025). In the Player's view, the remuneration is to be paid for his completion of a full season, no matter in what period of time such season takes place.

73. The decisive question the Arbitrator must answer is whether an employment contract is a fixed-date (or just-in-time) contract or not. Fixed-date obligations cannot be rendered later. With the expiry of time, such obligations become impossible, and the consideration for such impossible obligation falls away.

74. A "normal" employment contract is a continuing contractual relationship. It is designed to provide for the ongoing performance of work over time. If an employee fails to work on a particular day, this does not render the employment contract as a whole impossible to perform or devoid of purpose. In many cases, the employee's work cannot meaningfully be made up at a later date. For example, an employee who was required to work on Monday from 9:00 a.m. to 5:00 p.m. cannot simply "deliver" those eight hours on Friday instead. The economic value of the work lies principally in its performance at the agreed time.

75. A basketball player is, however, not a "normal" employee. While he is obligated to train and play evenly over time, his services take place within the framework of a specific season and specific competitions. If such season or competition shifts, it remains principally possible to render the owed work later. The present case is illustrative for that. The Player fully "made up" for the league games missed between October and

December by playing them later. He did, however, not fully make up for the lost training time (and other ancillary obligations owed under the Player Contract at all times).

76. In view of these principles, the Arbitrator – deciding *ex aequo et bono* – has to determine the financial consequences of the fact that the Player played the full league schedule during a shorter period of time. In taking this decision, the Arbitrator considers that, while the Player had a rather intense schedule between 26 January 2025 and 7 June 2025 (the date of the last game), he did not perform at all for a period of approximately three months. She also takes into account that the Club was equally affected by the extraordinary situation triggered by the military conflict, and that such situation was entirely beyond the Club's control and caused financial burdens. In view of all of these circumstances, the Arbitrator finds that, although the Player eventually played the designated number of matches, his salary for the months of mid-October 2024 until mid-January 2025 (when he did not render any services) shall be reduced by 25%. In the Arbitrator's view such reduction strikes a fair balance between the fact that the Player eventually played the full competition, but in a significantly shorter time frame, and that he was not available for the Club during a period of three months. Hence, the Player shall receive 75% of 3x USD 8,000.00, which amounts to USD 18,000.00.

77. Given that Clause 5A of the Player Contract defines the salary as "*net of taxes*", and the Claimant per his request for relief in his submissions has expressly claimed these sums as "*Net*", the Arbitrator concludes that the Claimant is entitled to receive the awarded salary and compensation as net payments, i.e. "*net of taxes*".

1.1.1.2 Interest

78. The Claimant requests interest on unpaid salary as follows:

"5% interest p.a as from 1 April 2025 until the date of effective payment on the amount of

8,000 USD Net

5% interest p.a as from 1 May 2025 until the date of effective payment on the amount of 8,000 USD Net

5% interest p.a as from 1 June 2025 until the date of effective payment on the amount of 8,000 USD Net."

79. According to standing BAT jurisprudence, default interest can be awarded even if the underlying agreement does not explicitly provide for an obligation to pay interest. This is a generally accepted principle, which is embodied in most legal systems. As requested by the Claimant (and in correspondence with the standing BAT jurisprudence) the default interest rate is 5% per annum.

80. The Arbitrator notes that the three outstanding salaries (October, November, December 2024) fell due respectively on 1 November 2024, 1 December 2024, and 1 January 2025. The requested starting dates are later. In particular, they relate to a point in time when the season had already resumed and the Player had already returned to the team to perform the outstanding games.

81. The Respondent's reliance on the findings in BAT 1172/18 to argue that interest should accrue only from the date of the Request for Arbitration is misplaced and distinguishable from the present case. In the cited case, the interest claim concerned a special indemnity, whereas in the present case, the Claimant seeks interest on unpaid salaries that had already fallen due and were payable. Accordingly, the reasoning in BAT 1172/18 does not apply to the circumstances of the present case.

82. The Arbitrator therefore finds that they can be granted. Accordingly, the Claimant is entitled to default interest as follows:

- on the amount of USD 6,000.00 (net) from 1 April 2025 until payment in full;

- on the amount of USD 6,000.00 (net), from 1 May 2025 until payment in full;
- on the amount of USD 6,000.00 (net) from 1 June 2025 until payment in full.

1.1.2. Outstanding Salary Compensation for the 2025-26 Season

1.1.2.1 The outstanding salary compensation

83. The Player requests salary compensation for the full 2025-26 season (in which he did undisputedly not work for the Club) based on his argument that he terminated the Player Contract for *just cause* on 8 September 2025. Clause 7C of the Player Contract reads as follows:

> *"The Player has the right to terminate this agreement without further prejudice or compensation and while maintaining his full remaining financial rights in case the Club is late for more than 30 (thirty) days on any scheduled payments in this agreement.*
> *The Player is then free of all duties and it is considered a material breach of the contract and the Club will have to pay to the player a compensation equivalent to the residual value of the contract."*

84. The Player submits that he had a right to unilaterally terminate the Player Contract due to unpaid salaries that remained outstanding for more than 30 days. In particular, the Player contends that at the time of termination he did not receive his salaries for October, November and December 2024, as well as April and May 2025 in a total amount of USD 40,000.00, which only later was discharged by partial payment of USD 16,000.00, reducing the outstanding balance to USD 24,000.00.[6]

[6] After crediting the Club's partial payment of USD 16,000.00 made in September 2025, the Claimant, for the purposes of calculating default interest in its Reply, allocated the remaining amount of USD 24,000.00 to the

85. The Club's defense against the Player's termination rests on the witness testimony (submitted through a written statement) of [the Club's Founder and Treasurer], the founder and treasurer of the Respondent. [The Club's Founder and Treasurer] states that the Club encountered "*short term cash flow constraints*" in early April 2025, which made him conclude that "*it would not be possible to meet the April and May 2025 salary due dates*." He further testified that he conducted a series of informal discussions with the players (including the Claimant) in person at the Club's facilities over several days in April 2025, and that the Club proposed "*to defer these two payments to a later date in the year, at the latest before the end of September* […]" (*i.e.* a date after the termination notice given by the Player). [The Club's Founder and Treasurer] states that all players, including the Claimant, accepted the payment deferral, and that "[n]*o player expressed opposition, refused, or submitted any written protest to the Club*".

86. The Arbitrator notes that [the Club's Founder and Treasurer]'s version of the alleged deferral agreement with the Claimant, and all other players, is not supported, but instead contradicted, by the documentary evidence on file, including affidavit by [a former player of the Club] at that time player of the Club.

87. First, the alleged agreement to defer the April and May 2025 salaries to "*at the latest the end of September 2025"* is difficult to reconcile with the contemporaneous record of repeated protests, inquiries and expressions of concern from the Claimant and his teammates between April and June 2025 about non-payment and uncertainty, including messages stating that the players were "*cooked*", that management "*keep saying* [things] *and not showing or giving us a real explanation*", and that they needed a concrete date for payment. Such persistent complaints are hardly compatible with the existence of a

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three final instalments of the previous season, corresponding to the payment deadlines of 1 April, 1 May and 1 June 2025.

clear, consensual deferral to a later date.

88. Second, [the Club's Founder and Treasurer] explicitly states that he "*conducted a series of informal discussions*" and "*explained*" to the team that April and May salaries "*would be deferred*", and that the players "*accepted*" this arrangement, but there is no contemporaneous written confirmation from the Claimant, no collective or individual written agreement, and no objective record of an actual negotiation of new due dates.

89. Turning specifically to the Club's description of the alleged deferral agreement, the Arbitrator notes that the Respondent's own wording revealed a fundamentally one-sided mechanism: in Respondent's Answer (para. 11, p. 3), the Club stated that it "*transparently **informed** all players and reached a collective and mutually accepted deferral* arrangement", while in its Rejoinder (para. 6 b), p. 3) it clarified that [the Club's Founder and Treasurer] "*personally **communicated** the April–May 2025 deferral to the entire squad*". The emphasis added in both formulations is on what the Club said or communicated to the players, not on any clear act of acceptance by the Claimant. "Informing" and "communicating" a deferral is, however, not the same as securing the Player's consent to a modification of his contractual rights; a unilateral announcement by management cannot, without more, be equated with a mutually agreed variation of due dates, particularly where the contemporaneous evidence shows continued complaints and pressure for payment rather than any express agreement to postpone salaries.

90. Third, the Club relies heavily on the Claimant's 7 June 2025 message ("*I will play the game and do whatever is necessary for the team* […] *we can figure out the rest later*") as proof of acceptance, but in the Arbitrator's view this language is better understood as an expression of professionalism and willingness to perform despite outstanding debts than as a waiver of timely payment or a clear agreement to defer specific instalments to a fixed date. What is more, had an unequivocal deferral agreement with a clear payment

date (end of September at the latest) existed, the Player would have no reason to confirm later that he would play the 7 June game.

91. Finally, the Arbitrator notes that, pursuant to Clause 14.3 of the Player Contract, "[a]*ny amendments to this agreement* ***shall only be valid in writing***" [emphasis added]. Undisputedly, no written record of the alleged deferral agreement exists. On the Respondent's own account, the "agreement" was concluded orally.

92. In these circumstances, the Arbitrator cannot accept that the due dates of the April and May 2025 salary instalments were effectively and consensually deferred beyond their original contractual schedule.

93. As a result, these instalments became due on 1 May and 1 June 2025, respectively. Hence, when the Player terminated the Player Contract on 8 September 2025, they were clearly overdue for more than 30 days, which means that the Player was entitled to terminate the contract without any further requirements, under Clause 7C of the Player Contract. This also follows from the fact that the Club was late in paying 75% of the salaries for October through December, which became due at the very latest at the end of the 2024/25 season.

94. Clause 7C of the Player Contract further provides that in case of termination "*the Club will have to pay to the player a compensation equivalent to the residual value of the contract*". Accordingly, the Player is in principle entitled to the compensation for the 2025-26 season.

95. The residual value of the Player Contract for 2025-26 season is USD 90,000.00 net of taxes (see Clause 5B of the Player Contract). The Player therefore requests that this amount be awarded in full.

96. The Arbitrator notes that there is a well-established principle that a player must seek to mitigate his or her position if they depart from a club prior to the originally intended end of a contract.[7] Under generally accepted principles of the law of damages and also of labour law, any amounts which the Player earned or might have earned by exercising reasonable care during the remaining term of the Player Contract must be deducted.[8]

97. The Arbitrator observes that the Player terminated the Player Contract on 8 September 2025 and filed submissions through 22 April 2026. Over this seven-plus-month period he stated that he did not sign any replacement contract. His own communications show indicative opportunities (such as offers from the Lebanese first league teams Antonine, Tadamon Hrajel, and Hoops Club) that he declined around early October 2025 because the financial terms did not meet his expectations rather than because no employment was available at all. For example, the club Antonine, which finished at 4th place in the 2024-25 season (and thus higher than the Club, which finished at 8th place), apparently offered the Player USD 40,000.00 for the 2025-26 season, which was lower than the USD 90,0000.00 which the Player was promised under the Player Contract. The Player declined this offer by writing Antonine's coach that he could not join "*based on the assumption that* [the Club] *will eventually pay the remaining salary*".

98. However, a player cannot decline an offer from a competitive club because he prefers to collect the full salary from his previous club as a result of the illegal termination. Antonine is a competitive team in Lebanon that has been higher ranked than the Club both in the 2024-25 season and the 2025-26 season. The only reason why the Player appears to have rejected the offer was the lower salary, and the fact that he felt protected by the

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7 Inter alia, BAT 0776/15, at para. 81.

8 See BAT 0418/13, at para. 84 with reference to further BAT jurisprudence.

compensation he expected to receive from the Club.

99. In the Arbitrator's view, the mitigation principle requires a player in such a position to accept, or at least seriously explore, reasonably available work opportunities even at a lower salary level than under the contract terminated with *just cause*; a conscious choice to remain without a contract rather than to accept such opportunities justifies a significant reduction of the residual compensation under *ex aequo et bono* principles.

100. The Arbitrator further notes that the termination occurred before the 2025-26 season had begun, so that the Player had a reasonable time window to secure alternative employment for the bulk of that season. The Antonine offer was still on the table in early October 2025, i.e. almost four weeks after the termination. Against this background and taking into account the length of the unemployment period, the existence of declined opportunities, and the established BAT practice of applying material reductions in mitigation cases (as in BAT 1640/20 and BAT 1855/22), the deduction of the purported value of Antonine's offer (USD 40,000.00) from the nominal residual value of USD 90,000.00 is appropriate. The resulting amount of USD 50,000.00 net of taxes therefore reflects both the guaranteed nature of the Player Contract and the Player's duty to mitigate his loss (reflected through the Antonine offer which the Player rejected), thus is considered just and equitable in the circumstances of this case.

1.1.2.2 Interest

101. The Claimant requests "*5% interest p.a as from 8 September 2025 until the date of effective* payment" on the compensation.

102. The Arbitrator notes that 8 September 2025 coincides with the effective date of termination of the Player Contract and therefore considers the next day to be an

appropriate and justified starting point for the accrual of default interest.

103. Accordingly, the Arbitrator grants default interest on the compensation in the amount of USD 50,000.00 from 9 September 2025 until the date of effective payment.

1.1.3. Outstanding Rent Payments

1.1.3.1 The outstanding rent payments

104. Clause 5E of the Player Contract foresees that

> *"*[t]*he Club shall provide to the Player a furnished apartment/Studio all paid by the Club OR 600$ monthly so that the Player can use it for his own rental for every season."*

105. The Player alleges that out of the total housing allowance in an amount of USD 6,000.00 (i.e. 10 months × USD 600.00), the balance of USD 2,300.00 is still outstanding. The Club, by contrast, submits that it fully discharged its contractual obligations and that the Player was not entitled to receive the housing allowance during the period in which the season was suspended.

106. The Arbitrator emphasises that under Clause 5E of the Player Contract, the Club must either provide a furnished apartment or pay the Player USD 600.00 per month so that he can use it for his own rental "*for every season*" that is not tied to a fixed number of months but to the duration of the Player's engagement in a given season. For the 2024-25 season, that engagement ran from the Player's arrival in Lebanon in late August 2024 (he paid rent already for September 2024) through the end of the season in mid-July 2025, when the Lebanese Basketball League concluded.

107. The rental receipts the Claimant submitted into evidence demonstrate that the Player paid rent in Lebanon in the amount of USD 600.00 per month from September 2024 through June 2025, i.e. for ten consecutive months, corresponding to a total amount of USD 6,000.00. Each receipt expressly identifies the payment as rent and/or housing expenses for the relevant month.

108. The Arbitrator does not consider the lease agreement (which the Claimant did not present) to be relevant. Clause 5E of the Player Contract grants the Player a monthly allowance of USD 600.00 "*so that the Player can use it for his own rental*", without making entitlement conditional on the production of a written lease. What matters is whether the Player actually incurred rental costs in Lebanon, and this is adequately demonstrated by the detailed, contemporaneous rent receipts.

109. Accordingly, given that (i) the Player Contract entitles the Player to a monthly housing allowance for the season rather than for a pre-set number of months, (ii) the Player needed accommodation in Lebanon from the start of the season's preparation in September through its late conclusion, and (iii) the Player has proven that he incurred rental costs for that entire period, the Arbitrator concludes that the Player is entitled to the outstanding housing allowance of USD 2,300.00 for the 2024-25 season under Clause 5E of the Player Contract. For the avoidance of doubt, the Arbitrator highlights that the fact that the Player was outside of Lebanon for three months as a result of the military conflict is irrelevant, because the Player remained obligated to pay the rent, as evidenced by the respective payment slips.

110. The Arbitrator finds that the housing allowance cannot be awarded on a net basis as requested by the Claimant. Clause 5E of the Player Contract grants a monthly benefit of USD 600.00 "*so that the Player can use it for his own rental*" and contains no "*net*" wording or allocation of taxes/charges for this benefit. Awarding a "net" housing allowance would therefore exceed the Parties agreed terms and effectively modify the

bargain.

1.1.3.2 Interest

111. The Claimant requests interest on the rent payments as follows:

> *"5% interest p.a as from 1 March 2025 until the date of effective payment on the amount of 500 USD Net*
>
> *5% interest p.a as from 1 April 2025 until the date of effective payment on the amount of 600 USD Net*
>
> *5% interest p.a as from 1 May 2025 until the date of effective payment on the amount of 600 USD Net*
>
> *5% interest p.a as from 1 June 2025 until the date of effective payment on the amount of 600 USD Net"*

112. The Arbitrator considers that the Claimant is, in principle, entitled to default interest on the outstanding housing allowance under well-established BAT jurisprudence. From the Claimant's submissions it appears that he allocated the housing allowance payments to the oldest outstanding instalments and, consequently, seeks interest in relation to the last months of his stay in Lebanon, calculated as from the date on which each respective rent payment was made by him.

113. The Arbitrator notes, however, that (i) the Player Contract does not provide for specific due dates regarding the housing allowance payable by the Club to the Player and (ii) the file contains no evidence that the Claimant requested payment of the outstanding housing allowance or presented invoices or receipts of actual rental payments to the Respondent at any date prior to 8 September 2025. In these circumstances, and deciding *ex aequo et* bono, the Arbitrator considers that, on the basis of the evidence available, 9 September 2025 – the day after termination of the Player Contract – constitutes the

earliest clearly established point in time at which the Respondent can fairly be regarded as in default and therefore deems it appropriate to award default interest on the housing allowance only as from that date.

114. Accordingly, the Arbitrator awards default interest on the amount of USD 2,300.00 as from 9 September 2025 until the date of effective payment.

1.1.4. Claimant's request regarding the Letter of Clearance

115. The Claimant requests "[t]*o order the Respondent to take all such steps as are open to it to procure a* Letter *of Clearance for the Player Ryan Zane Zanbaka.*" He does not further specify this request.

116. A Letter of Clearance (the "**LOC**") is not something provided by the Club but falls within the competence of FIBA.[9] When a playing contract has been terminated, FIBA will usually issue a LOC, all the more so when the termination of the contract is confirmed in a BAT Award. It is unclear to the Arbitrator, and not further explained by the Claimant, what he requires from the Respondent. It is also not established that the Respondent would not honour BAT's determination of a termination of the Player Contract. Hence, the Arbitrator cannot see the specific legal interest in the requested declaratory relief, which is in any event vague and unspecific.

117. Hence, the respective request is being dismissed.

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9 See, e.g., BAT 0776/15, at para. 84.

7.3 Summary

118. The Claimant is entitled to receive

- USD 18,000.00 net of taxes as outstanding salaries together with interest at 5% p.a. until payment in full:
  - from 1 April 2025 on the amount of USD 6,000.00;
  - from 1 May 2025 on the amount of USD 6,000.00;
  - from 1 June 2025 on the amount of USD 6,000.00.
- USD 50,000.00 net of taxes as compensation together with interest at 5% p.a. from 9 September 2025 until payment in full.
- USD 2,300.00 as reimbursement for housing allowance together with interest at 5% p.a. from 9 September 2025 until payment in full.

8. Costs

119. 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).* […]"

120. On 7 August 2026, the BAT President determined the arbitration costs in the present

matter to be EUR 8,000.00.

121. 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.*"

122. Considering that the Claimant has preponderantly prevailed with the basis of his claims but lost a considerable part on the quantum side (25% on the outstanding salaries and more than 40% on the compensation), it is consistent with the provisions of the BAT Rules that the costs of the arbitration be borne by the Respondent at 67% and the Claimant at 33%. Given that the Claimant paid the entire Advance on Costs in the amount of EUR 8,000.00, the Respondent shall reimburse EUR 5,360.00 to the Claimant.

123. 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.*"

124. 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).

125. The Claimant requests reimbursement of legal fees and translations costs in the amount of EUR 10,000.00, plus expenses of the non-reimbursable handling fee in the amount of

EUR 4,000.00. However, the Claimant has only substantiated expenses in the total amount of USD 4,229.46. Beyond these documented expenses, he claims a contingent fee agreed between himself and his legal counsel, corresponding to 10% of the amount awarded to the Claimant. In other words, he claims reimbursement of a success fee, which cannot form part of the Claimant's recoverable legal fees. Accordingly, the amount of USD 4,229.46 in respect of legal fees, together with EUR 4,000.00 in respect of the non-reimbursable handling fee, represents the reasonable costs and fees incurred by the Claimant in connection with the proceedings.

126. The Respondent requests reimbursement of legal fees and other expenses in the amount of EUR 10,000.00, being the maximum contribution permitted under Article 17.4 of the BAT Rules.

127. Taking into account the factors required by Article 17.3 of the BAT Rules, the provision in the arbitration agreements as regards costs, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules (in this case, EUR 10,000.00), the fact that the non-reimbursable handling fee in this case was EUR 4,000.00, and the specific circumstances of this case (in particular that no hearing took place), the Arbitrator holds that the Claimant shall be reimbursed 67% (i.e. the quota applied to the arbitration costs) of total legal fees and expenses of EUR 7,659.62[10] (including the non-reimbursable handling fee). The reimbursable amount is, thus, EUR 5,131.95 (67% of EUR 3,659.62). The Respondent would be awarded an amount of EUR 1,207.67 (33% of EUR 3,659.62). Accordingly, after applying the set-off, the Respondent is required to pay EUR 3,924.28 (EUR 5,131.95 – EUR 1,207.67) as its contribution towards the Claimant's legal fees and

[10] This amount comprises (i) EUR 4,000.00 in respect of the non-reimbursable handling fee and (ii) EUR 3,659.62 in respect of legal fees, corresponding to USD 4,229.46 converted at an exchange rate of 1 USD = 0.86527 EUR (i.e. USD 4,229.46 = EUR 3,659.62).

other expenses.

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

(i) The Respondent shall pay EUR 5,360.00 to the Claimant, being the arbitration costs advanced by him;

(ii) The Club shall pay to the Claimant EUR 3,924.28, representing a contribution towards his legal fees and other expenses, including the non-reimbursable handling fee.

9. AWARD

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

1. **Maristes Sports Club shall pay Mr. Ryan Zane Zanbaka USD 18,000.00 net of taxes as outstanding salaries together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) as follows:**
   - **on the amount of USD 6,000.00 from 1 April 2025 until payment in full;**
   - **on the amount of USD 6,000.00 from 1 May 2025 until payment in full;**
   - **on the amount of USD 6,000.00 from 1 June 2025 until payment in full.**

2. **Maristes Sports Club shall pay Mr. Ryan Zane Zanbaka USD 50,000.00 net of taxes as compensation together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) from 9 September 2025 until payment in full.**

3. **Maristes Sports Club shall pay Mr. Ryan Zane Zanbaka USD 2,300.00 as remuneration for housing allowance together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) from 9 September 2025 until payment in full.**

4. **Maristes Sports Club shall pay Mr. Ryan Zane Zanbaka an amount of EUR 5,360.00 as reimbursement for his arbitration costs.**

5. **Maristes Sports Club shall pay Mr. Ryan Zane Zanbaka an amount of EUR 3,924.28 as a contribution towards his legal fees and expenses.**

6. **Any other or further-reaching requests for relief are dismissed.**

BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 11 August 2026

Ms. Annett Rombach
(Arbitrator)