

**ARBITRATION PURSUANT TO THE  
NBPA REGULATIONS GOVERNING PLAYER AGENTS**

AARON TURNER,

Claimant/Agent

v.

DERRICK JONES,

Respondent/Player

**FINAL AWARD**

I, THE UNDERSIGNED ARBITRATOR, having been designated and having duly heard the allegations, arguments, submissions, proofs, and evidence submitted by the parties, do hereby FIND and AWARD as follows:

**Background<sup>1</sup>**

Derrick Jones Jr. (“Jones” or “Player”) entered into a Standard Player Agent Contract (“SPAC”) with Aaron Turner (“Turner” or “Agent”) on April 18, 2016. Under the terms of the SPAC, Turner “agree[d] to represent the Player—to the extent requested by the Player—in conducting individual compensation negotiations for the performance of the Player’s services as

---

<sup>1</sup> Below is a summary of the relevant facts and allegations based on the parties’ written and oral submissions, pleadings and evidence adduced during the pendency of this arbitration proceeding. Additional facts and allegations found in the parties’ submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While I have considered all the facts, allegations, legal arguments, and evidence submitted by the parties in the present proceeding, this Award only refers to the submissions and evidence necessary to explain my reasoning. The facts presented or relied upon below may differ from one side or the other’s presented version, and that is the result of my necessarily having to weigh the presented evidence in providing the basis for and in coming to a decision as to the Award.

a professional basketball player with the Player's NBA Club.”<sup>2</sup> In addition, “[a]fter a contract with the Player's club is executed, the Agent agrees to continue to assist, advise and counsel the Player in enforcing his rights under that contract.” Pursuant to paragraph 3 of the SPAC, “[t]he Player shall pay fees to the Agent for services performed pursuant to this Agreement . . . .” In particular, if Jones received only the minimum compensation under the NBA-NBPA collective bargaining agreement applicable for the playing season or seasons covered by the individual contract, Turner was to receive a fee of 2% of the compensation received by Jones for each such season; if Jones received in excess of the minimum compensation, then Turner was to receive a fee of 4%. Paragraph 6 of the SPAC sets out the term of the agreement as follows:

The term of this Agreement shall begin on the date hereof and shall continue in effect until the expiration date of any player contract executed pursuant to this Agreement or any extension, renewal or modification of the Player's contract, whichever occurs later; provided, however, that either party may terminate this Agreement effective fifteen (15) days after written notice of termination is given to the other party; and, provided, further, that if the Agent's certification is suspended or revoked by the NBPA or the Agent is otherwise prohibited by the NBPA from performing the services he has agreed to perform herein, this Agreement automatically shall terminate effective as of the date of such suspension or termination.

Upon being terminated pursuant to either of the above provisions, the Agent shall be entitled to be compensated for the reasonable value of the services he has already performed based upon the fee schedule contained in paragraph 3 above.

(Joint Ex. 5.)

On August 18, 2023, Jones signed a one-year minimum player salary exception contract with the Dallas Mavericks, beginning September 1, 2023. (Joint Ex. 6.) Jones had a career year with the Mavericks, culminating with the team making the NBA Finals. Jones played the final

---

<sup>2</sup> The SPAC also provides the option that “[i]f the Agent will not be ‘conducting individual compensation negotiations,’” the parties may “insert in lieu of those quoted words: ‘in assisting, advising or counseling the Player in connection with individual compensation negotiations.’”

game of his 2023-24 season on June 17, 2024.

Four days later, on June 21, 2024, the Dallas Mavericks offered Jones, through Turner, a three-year \$27 million contract renewal. Jones testified that he was “furious” when he received the Mavericks’ offer because Turner had previously “told [him] that [he] would be able to make four years, \$45 million. And that’s what we were going for. . . . That’s what we were shooting for. And that’s not what was brought to the table.” (Tr. at 229-30.) Turner disputes that he ever told Jones he was “going to get four years, 45 million” or “that his market was four years, 45.” (*Id.* at 263, 272.)

Turner testified that he and Jones had a Zoom call on June 25, 2024, during which Turner presented a spreadsheet he had prepared evaluating the Mavericks’ offer. (*Id.* at 76-78.) Turner further testified that they discussed Jones’s options, which Turner believed based on his analysis of the market to be limited to the Dallas Mavericks, Los Angeles Clippers, and Cleveland Cavaliers, though Turner anticipated the Cleveland Cavaliers’ free agency decisions were unlikely to be resolved quickly. (*Id.* at 77-87, 92-94.) Jones testified that he does “not remember [having] a Zoom call” with Turner on June 25, 2024. (*Id.* at 165.) Instead, according to Jones, the only Zoom call he had with Turner occurred at a later date, after he had already notified Turner that he was terminating the SPAC. (*Id.* at 165-66.)

On June 26, 2024, Jones sent Turner an email “confirm[ing] [his] termination of the NBPA Standard Player Agent Contract between us, as well as the termination of any other agreements and understandings between you/Verus and myself,” and instructing Turner to “[p]lease cease all efforts on [his] behalf immediately.” (Joint Ex. 12.) At the hearing, Jones testified that by “the year [he] was in Chicago [2022-2023] and [his] year in Dallas [2023-2024], [he] was thinking about terminating [his] contract with Mr. Turner” as he had been “dissatisfied”

with Turner's representation, though he never expressed his dissatisfaction to Turner before terminating him. (Tr. at 158, 168-69.) Jones began having conversations with several other agents during the 2024 playoffs, including with agents from Klutch Sports Group with whom Jones ultimately signed. (*Id.* at 154, 177-81.)

Turner testified that after June 26, 2024, in accordance with Jones's instructions, he undertook no further discussions on Jones's behalf. (*Id.* at 107, 116.) As teams continued to contact Turner regarding Jones in the days that followed, Turner passed information along to, and directed those teams to contact, the NBPA. (*Id.* at 101, 107, 132.)

On June 28, 2024, Jones requested that Turner waive the 15-day notice period in the SPAC. (Joint Ex. 1.) Turner declined to do so. Jones thus entered free agency, which began on June 30, 2024, without the assistance of a new agent. (Tr. at 186-87.) Jones testified that he had requested that the Dallas Mavericks give him an opportunity to explore the market in free agency, but that within fifteen minutes of the start of free agency the Mavericks had signed another player and were no longer interested in signing Jones. (*Id.* at 233-34.) Shortly thereafter, the Los Angeles Clippers offered Jones a three-year, \$30 million deal. The same offer was made to another player and both players were told that the first to accept the offer would receive it. (*Id.* at 240.) Jones testified that the Clippers came to him directly with the offer, he "negotiated the offer with them . . . got a five percent trade kicker in [the] deal and then [he] accepted the deal." (*Id.* at 152.) While the NBPA was on the phone with Jones "for help," Jones "negotiated [the] deal" himself. (*Id.* at 205.) Jones signed his contract with the Clippers on July 9, 2024. (Joint Ex. 15.)

On August 30, 2024, Turner filed a grievance with the NBPA seeking (i) "payment of agent fees due under the SPAC within fifteen (15) days of [Jones's] receipt of each

compensation payment under his current contract with the Los Angeles Clippers”; (ii) “post-judgment interest on the full amount owed in accordance with the order to Grievant should payments by [Jones] to Grievant be delayed past ten (10) days of said order and for each instance that [Jones] fails to pay agent fees under the SPAC within fifteen (15) days of [Jones]’s receipt of each compensation payment under his current contract with the Los Angeles Clippers”; (iii) that Jones “pay all legal fees and costs associated with Grievant’s collection efforts based on [Jones]’s conduct being frivolous and there existing no defenses that could be seriously made under the circumstances”; and (iv) such further relief as the Arbitrator deems just and appropriate.” (Joint Ex. 13.) A copy of the grievance was provided to Jones on September 6, 2024. Jones submitted his answer on October 29, 2024, requesting that the grievance “be denied, and Jones should be awarded his attorneys’ fees and costs.” (Joint Ex. 7.)

An initial preliminary conference was held on December 2, 2024, at which it was agreed that the hearing in this matter would take place following the conclusion of Jones’s playing season. At the preliminary conference, the parties raised a potential dispute regarding pre-hearing discovery. On February 27, 2025, following full briefing, I issued an order allowing limited pre-hearing discovery on the issue of “exigent circumstances.” On July 15, 2025, the parties submitted simultaneous pre-hearing briefs, exhibits and witness lists, and a final pre-hearing conference was held on July 23, 2025.<sup>3</sup>

---

<sup>3</sup> Turner raised objections to two exhibits submitted by Jones: Exhibit 8 (May 28, 2025 letter from Weil, Gotshal & Manges LLP to Darren Heitner) and Exhibit 23 (Declaration of Lawrence Frank). At the July 23, 2025 pre-hearing conference, I ruled that both exhibits would be admitted, but that (i) with respect to Exhibit 8, Turner could supplement his exhibit list with any additional correspondence so that the record contained the entirety of the parties’ exchange; and (ii) if Mr. Frank was not made available for cross examination, I was likely to give little, if any, weight to the declaration since it addressed disputed factual issues. At the hearing, all proffered exhibits were admitted into evidence.

On July 29, 2025, a one-day evidentiary hearing was held in person at the NBPA offices in New York, New York, at which both the Agent and the Player attended and participated. Turner was represented by attorney Darren Heitner of Heitner Legal, P.L.L.C. Jones was represented by attorneys Drew Tulumello and Zachary Schreiber of Weil, Gotshall & Manges LLP. Andrew Latack of Klutch Sports Group was also present on behalf of Jones. The NBPA was represented at the hearing by Ron Klempner, Kirk Berger, and Sam Burum.

Turner and Jones each provided direct witness testimony and were subject to cross-examination. The parties also provided opening and closing statements, gave arguments, and presented their positions on various issues that arose during the hearing. Upon receipt of the transcript of the hearing on August 12, 2025, the record was deemed closed.

### **NBPA Regulations Governing Player Agents**

These proceedings are governed by the NBPA Regulations Governing Player Agents (the “Regulations”). The Regulations include various provisions regarding the SPAC, including provisions regarding its termination. Specifically, Section 4(A) of the Regulations provides in relevant part:

Any SPAC entered into after the effective date of these Regulations shall include a provision whereby either party may terminate that agreement upon fifteen (15) days written notice to the other party. Any such notice must be signed by the terminating party in order to be effective. A copy of the written notice must be sent to the NBPA by prepaid certified mail (or similar means such as Federal Express) or via email. The fifteen (15) day notice period may be shortened by the parties by agreement, or absent agreement of the parties, upon a showing of exigent circumstances made to the Arbitrator.

### **The Parties’ Contentions**

#### **A) Claimant’s Contentions**

Turner contends that he is entitled to a 4% commission on the contract Jones entered into with the Los Angeles Clippers on July 9, 2025, for several reasons. First, Turner argues that

“[t]he SPAC was operative when Jones signed with the Clippers, entitling Turner to his commission.” (Turner Br. at 5.) According to Turner, “Jones’s Mavericks contract expired September 1, 2024, and the termination notice sent June 26, 2024, was effective July 11, 2024. Thus, the SPAC remained in force on July 9, 2024, when Jones signed with the Clippers.” (*Id.*) Turner contends that “Jones was under an exclusive contract with Turner when his player contract was signed, and therefore, Turner is entitled to the commission.” (*Id.* at 9.)

Second, Turner contends that his “negotiations with the Mavericks were instrumental in securing Jones’ three-year, \$30 million contract with the Clippers, which is essentially equivalent, after accounting for California state taxes and cost of living, to the three-year, \$27 million contract Turner negotiated with the Mavericks, satisfying the SPAC requirements and entitling Turner to his full 4% commission of \$1.2 million.” (*Id.* at 6.) Turner asserts that while “Jones did not request that Turner represent him in any negotiations after June 26, 2024, . . . Jones benefitted from and used, in his negotiations with the Clippers, Turner’s assistance, advice and counseling relating to Turner’s negotiations with the Mavericks and Turner’s work to determine Jones’s market value as an NBA player.” (*Id.* at 7.) Turner argues that “[t]he term ‘negotiation’ under the SPAC and NBPA Regulations is not confined to direct discussions with the signing team but encompasses efforts that facilitate a contract’s execution,” as supported by NBPA precedent recognizing “preparatory and foundational work as compensable when it directly contributes to the final contract.” (*Id.* at 8-9.)

Third, Turner disputes that “exigent circumstances” were present to justify shortening the 15-day notice period. Turner argues that “[t]he alleged exigency was entirely of Jones’s own making” since “Jones chose to issue the termination notice on June 26, 2024, just days before free agency began on June 30, 2024, creating a self-imposed urgency.” (*Id.* at 10.) Turner

asserts that his “refusal to waive the notice period was a legitimate exercise of his rights under SPAC § 6, which mandates a 15-day notice period for termination. . . . The SPAC’s notice period is standard, and Jones could have planned earlier if he intended to switch agents.” (*Id.*)

### **B) Respondent’s Contentions**

Jones raises three principal arguments in support of his contention that Turner is not entitled to any compensation under the SPAC. First, Jones asserts that exigent circumstances justify shortening the 15-day notice requirement under Section 4(A) of the Regulations. Jones argues that he “should not be penalized because the Mavericks made a deep run into the Finals which ran so close to the start of free agency—a schedule out of Jones’s control—limiting the time Jones had to make a decision about his future representation. The notion that Jones would even have to contemplate suffering lasting career damage by effectively sitting out of free agency due to a waiting period that was intended to facilitate the orderly transfer of business affairs to protect the player, shows the degree to which Jones’s circumstances were exigent.” (Jones Br. at 5.) According to Jones, “[t]he notice period exists to protect the player, not the agent, and is certainly not intended to provide an agent with a mechanism to exert leverage to extract an unearned commission.” (*Id.*) Jones thus argues that “the Arbitrator should find that the 15-day notice period was shortened such that the SPAC was no longer in effect when Jones signed with the Clippers.” (*Id.* at 6.)

Second, Jones contends that Turner is not entitled to any compensation because he did not engage in any compensable work under the SPAC since he did not “represent” Jones in “individual compensation negotiations.” (*Id.*) Jones argues that Turner’s claim for compensation is further barred by language in the SPAC describing contract services as the agent representing the player “to the extent requested by the Player” in negotiations “with the Player’s



NBA club.” (Tr. at 21-32.) According to Jones, “NBPA jurisprudence is clear that an agent is only entitled to a commission on an executed contract that he actually negotiates.” (Jones Br. at 6.)

Third, Jones argues that the SPAC expired by its own terms on June 17, 2024 because “Jones’s Mavericks contract expired at the conclusion of the 2023-2024 NBA season, June 17, 2024, as did the Jones-Turner SPAC.” (*Id.* at 8.) Jones thus argues that “Turner was not the ‘agent of record’ when Jones signed with the Clippers on July 9, 2024.” (*Id.* at 9.)

### **Discussion**

#### **I) The SPAC Was in Effect When Jones Signed with the Clippers**

##### ***A) The SPAC Did Not Expire on June 17, 2024***

Jones’s argument that his contract with the Mavericks “expired at the conclusion of the 2023-2024 NBA season, June 17, 2024, as did the Jones-Turner SPAC” is without merit. Under paragraph 6 of the SPAC, “[t]he term of this Agreement shall begin on the date hereof and shall continue in effect until the expiration date of any player contract executed pursuant to this Agreement or any extension, renewal, or modification of the Player’s contract, whichever occurs later.” (Joint Ex. 5 ¶ 6.) Jones’s contract with the Mavericks was “for a term of one (1) year from the 1st day of September 2023.” (Joint Ex. 6.) In other words, Jones’s contract with the Mavericks expired on September 1, 2024, not June 17, 2024. Jones acknowledged as much at the hearing. (Tr. at 156-57.) Thus, the term of the SPAC continued, unless terminated earlier, until September 1, 2024. Accordingly, Jones’s argument that the SPAC expired by its own terms at the conclusion of Jones’s playing season on June 17, 2024, is rejected.

##### ***B) Jones Has Failed to Make a Showing of Exigent Circumstances***

Jones next argues that the 15-day notice period in the SPAC should be shortened by the

Arbitrator based on “exigent circumstances,” specifically that the Mavericks’ season concluded on June 17, 2024, and the 15-day notice period prevented Jones from obtaining representation of his choosing before the start of free agency on June 30, 2024. I find that Jones has failed to make the necessary showing of exigent circumstances here.

There is no dispute that a player has the absolute right to terminate his agent at any time for any reason or no reason at all. That right does not, however, on its own give rise to “exigent circumstances” excusing compliance with the 15-day contractual notice period.

Under paragraph 6 of the SPAC, “[e]ither party may terminate this Agreement effective fifteen (15) days after written notice of termination is given to the other party.” (Joint Ex. 5 ¶ 6.) While Jones argues that the Mavericks’ deep playoff run prevented him from making decisions regarding his representation earlier, that argument ignores Jones’s testimony that by 2023, he had grown dissatisfied with Turner’s representation and was contemplating terminating him. (Tr. at 158, 168-69.) Jones’s argument is further undermined by his testimony that he was communicating with other agents during the playoffs. (*Id.* at 154, 177-81.)

Jones also argues that Turner’s refusal to waive the 15-day notice period created exigent circumstances. Jones provides no support for his assertion that the notice period exists solely “to protect the player, not the agent.” The 15-day notice period, by its express terms, applied to both the Agent and the Player. Turner’s insistence that Jones comply with the express terms of the SPAC does not give rise to exigent circumstances.

Accordingly, I find that Jones has failed to make a “showing of exigent circumstances” to shorten the 15-day notice period. Having provided Turner with notice of termination on June 26, 2024, the SPAC remained in effect for 15 days until July 11, 2025. Therefore, the SPAC between Turner and Jones was in effect when Jones signed the contract with the Clippers on July

9, 2024.

## **II) Turner Is Entitled to a 4% Commission Under the SPAC**

Having concluded that the SPAC was still in effect when Jones signed with the Clippers, I next turn to the issue of what, if any, compensation Turner is entitled to under the SPAC. It is undisputed that Turner did not have any discussions with the Los Angeles Clippers regarding the 3-year, \$30 million contract Jones ultimately signed. Indeed, given the limitations of free agency, the only team that Turner was permitted to engage in discussions with on behalf of Jones prior to receiving the notice of termination on June 26, 2024 was the Dallas Mavericks. Nor is there any dispute that Jones informed Turner on June 26, 2024 that he did not want Turner to take any further efforts on his behalf. The issue remains whether Turner, who did not engage in negotiations with the Clippers but who was still Jones's agent at the time that contract was signed, is entitled to compensation under the SPAC. I conclude he is.

The SPAC is an exclusive contract between an agent and a player. Although the SPAC contains no express language of exclusivity, at the hearing the NBPA and counsel for the parties all agreed that a player can only have one SPAC in effect at a time. (Tr. at 16, 23, 46.) The NBPA confirmed that in the event a player were to enter into a second SPAC while the first was still in effect, the player would be required to terminate the prior SPAC. (*Id.* at 46.)<sup>4</sup>

Despite the SPAC being an exclusive contract, Jones nonetheless argues that Turner is not entitled to compensation because Turner did not “represent” him in “conducting individual compensation negotiations . . . with the Player’s NBA Club,” the Los Angeles Clippers, and thus

---

<sup>4</sup> At the hearing, Jones’s counsel argued that the SPAC is not a bilateral contract at all, but rather a unilateral authorization by the player for the agent to act on his behalf. That argument is inconsistent with the language of the SPAC, which plainly imposes obligations on and grants rights to both the player and the agent, and is thus rejected.

did not perform compensable services. Jones further argues that Turner should not receive any compensation because after Jones served Turner with a notice of termination, Turner was performing no services “requested by the Player.” I find Jones’s interpretation of an agent’s entitlement to compensation under the SPAC to be too narrow.

Contract services are described in the SPAC as an agent agreeing “to represent the Player—to the extent requested by the Player—in conducting individual compensation negotiations for the performance of the Player’s services as a professional basketball player with the Player’s NBA club.” Neither the phrase “represent the Player” nor “conducting individual compensation negotiations” is defined in the SPAC or the Regulations. The SPAC also provides that if the agent is not conducting individual compensation negotiations, then the parties may substitute “assisting, advising or counseling the Player in connection with individual compensation negotiations” as the description of contract services. Indeed, it seems apparent that the conduct of individual compensation negotiations would, in almost all circumstances, necessarily involve “assisting, advising or counseling” the player in connection with those negotiations. The SPAC further describes contract services as an agent agreeing “to continue to assist, advise and counsel the Player in enforcing his rights under that contract.”

The scope of “services” performed and compensable under the SPAC is thus not nearly as narrow as Jones asserts. Contrary to Jones’s view, “conducting individual compensation negotiations” is one of several items described as “contract services” under the SPAC. Jones’s unduly narrow view of compensable services would lead to the absurd result that an agent who diligently assists, advises and counsels a player and represents the player in negotiations would not be entitled to any compensation if the player was offered a contract directly by a club and no negotiation over the terms of that contract took place. But while some player contracts require

extensive work by an agent, others may involve little or no work at all. Counsel for the parties acknowledged that the amount of work done by an agent on a particular negotiation is not dispositive of whether compensation is due to the agent when a SPAC is still in effect. (Tr. at 10-11, 140.) Instead, when a player signs a SPAC, he authorizes the agent to serve as his representative in individual compensation negotiations and to assist, advise, and counsel the player. In return, the player agrees to pay the agent compensation for his services regardless of the amount of actual “individual compensation negotiations” that are required to arrive at a signed contract.

For the same reason, I do not view the language “with the Player’s NBA club” in the SPAC to mean that an agent necessarily receives no compensation if he does not engage in direct discussions with the club the player ultimately signs with.<sup>5</sup> So long as an agent is fulfilling his duties under the SPAC, whether the agent or the player is the one to receive the offer from a club that the player ultimately accepts is not dispositive of an agent’s entitlement to compensation. Instead, an agent is entitled to full compensation when he has been authorized, by way of a duly executed SPAC, to represent the player in individual compensation negotiations and has performed his obligations under the SPAC.

Nor does the language “to the extent requested by the Player” in the SPAC provide a player with the unilateral right to modify his obligations under the SPAC. To be sure, as the NBPA explained during the hearing, a player always has a right to inform an agent that he would

---

<sup>5</sup> In the one case cited by the parties in which the agent was awarded no fees where the player signed with a team other than the one that the agent had negotiations with, the fact that the contract was entered into with a different team was one, but not the sole, factor relied on by the arbitrator in denying compensation. *See Howell v. Anderson* (1996) (awarding no compensation to the agent when “[s]ome seven months after [the player’s] termination of [the agent], [the player] signed a contract with a third Club, a contract that differed both in dollars and in length from what the [prior club] had offered”).

like to handle certain tasks on his own behalf. (Tr. at 48.) That does not, however, change a player's obligations to the agent while the SPAC is still in effect. Here, the parties agreed that "either party may terminate this Agreement effective fifteen (15) days after written notice of termination is given to the other party." That 15-day notice period applies equally to both the agent and player and must be given effect. A player cannot unilaterally alter the termination provisions of a SPAC and either shorten or eliminate the notice period simply by arguing that, after notice is given, services are no longer "requested by the Player" and thus compensation is no longer owed. Jones's contrary interpretation would allow players to avoid paying agents who diligently represent them and provide them with valuable assistance, advice and counseling by strategically declaring they intend to handle the "negotiations" with a specific team, which may or may not require any work whatsoever, on their own.

The parties have identified a number of prior NBPA arbitration decisions analyzing the extent to which an agent may receive compensation when a playing contract is entered into after termination of the SPAC. But with only one exception discussed below, all of those cases involve contracts that were entered into after the 15-day notice period had expired and the SPAC was no longer in effect. The SPAC is clear that after the SPAC has been terminated, "the Agent shall be entitled to be compensated for the reasonable value of the services he has already performed based upon the fee schedule contained in paragraph 3." Analysis of the reasonable value of the services already performed in such cases will be highly fact dependent. Relevant factors may include, but are not limited to, how much time the agent spent providing services to the athlete and how valuable or useful those services were in relation to the contract that the player ultimately signed.

The only case that has been cited involving a contract signed while the SPAC was still in

effect is *Tucker v. Gibson* (2010). In that case, the agent sought a commission on a five-year contract the player signed one day after the agent received a termination letter. The Arbitrator determined, after “balanc[ing] the facts and the equities,” that he was “not persuaded, even though the agent/player relationship formally existed at the time the [contract] was signed, that [the agent] is entitled to the full-term compensation he demands” because “not enough was done to support that conclusion.” The Arbitrator thus awarded “a fee of 4% of the first year’s salary” based on “the equities and the need to reinforce the concept of fairness and good faith embodied in the Regulations.”

I do not find the reasoning or conclusion of *Tucker* to be supported by the language of the SPAC and thus decline to follow it. The SPAC clearly distinguishes between contracts entered into while the SPAC is in effect and those entered into after its termination. In the latter case, the SPAC expressly provides that “the Agent shall be entitled to be compensated for the reasonable value of the services he has already performed based upon the fee schedule contained in paragraph 3 above.” There is no similar language for cases where the SPAC is still in effect, and understandably so. The NBPA made clear at the hearing that it could not “be in the business of—in each case trying to determine how much work was done” by an agent. (Tr. at 145.) The language of the SPAC simply provides no basis for conducting an assessment of the “reasonable value of the services . . . already performed” for a contract entered into while the SPAC is still in effect as was done in *Tucker*.

In the absence of any contractual language authorizing the arbitrator to re-write the compensation terms of a SPAC that is still in effect, the arbitrator in such cases is confronted with a binary choice: either the agent is entitled to his full fee or he receives no fee. In cases where an agent is properly performing services under the SPAC, a full fee should be awarded.

On the other hand, if an agent has abandoned his client or otherwise breached his obligations under the SPAC, then the agent should receive no fee.

This is not a case where an agent abandoned his client or otherwise breached his obligations under the SPAC. To the contrary, the evidence showed that Turner diligently represented Jones, including receiving a 3-year, \$27 million offer, discussing that offer and other potential options that may be available to Jones, and advising Jones of his assessment of the market. Even after Jones notified Turner that he was terminating the SPAC and asked that Turner not undertake any further efforts on his behalf, Turner continued to fulfill his obligations, passing along information to the NBPA and directing teams who contacted him regarding Jones—including the Clippers—to the NBPA. While it was Jones's absolute right to terminate his relationship with Turner, under the express terms of the SPAC that termination was not effective until 15 days after notice of termination had been provided. Because the SPAC was still in effect at the time Jones entered into his contract with the Clippers, Turner is entitled to a fee of 4% of that contract under the SPAC.

I do not find any evidence that either party acted in bad faith here. Both Jones and Turner were credible witnesses. I fully credit Turner's testimony that he was not attempting to harm Jones and his free agency prospects by refusing to waive the 15-day notice period. I likewise fully credit Jones's testimony that he did not terminate the SPAC to avoid paying agent fees to Turner, but rather because he had become dissatisfied with his representation and desired new representation, as was his absolute right. Nonetheless, because the SPAC was still in effect when Jones signed with the Clippers, Jones was obligated to pay Turner the fees owed under the SPAC. Accordingly, I conclude that Jones has breached the SPAC by failing to pay Turner the fees owed thereunder.



## **AWARD**

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

1. Jones shall pay Turner a fee of 4% of the compensation received by Jones under his contract with the Los Angeles Clippers.
  - a. For compensation received by Jones prior to the date of this Final Award, Jones shall pay Turner 4% of such compensation within ten (10) days of the issuance of this Final Award.
  - b. For the balance of the compensation received by Jones, Jones shall pay Turner 4% of such compensation within fifteen (15) days of Jones's receipt of each such payment.
2. For any payment required under this Final Award, but not paid as prescribed by this Final Award, Jones shall pay post-judgment interest in the amount of nine percent (9%) per annum on each amount due until the amount is paid.
3. The parties' requests for legal fees and costs under Section 5(E) of the Regulations are denied.
4. The Arbitrator's fees shall be borne equally by the parties.

Dated: September 10, 2025



Jeffrey A. Mishkin