



ILC CUP 2021 SPORTS ARBITRATION MOOT COMPETITION

CAS 2021/ILC/P1 Grogu Baby Dunkers v. Gregory “the Tornado” Gomez

ORDER OF PROCEDURE

03 February 2021

issued by the

COURT OF ARBITRATION FOR SPORT

ORDINARY DIVISION

in the arbitration between

Grogu Baby Dunkers

Applicant

and

Gregory “the Tornado” Gomez

Respondent

1. Applicant is the Grogu Baby Dunkers and Respondent is Gregory “the Tornado” Gomez (the “Parties”). After consultation with the Parties by a teleconference call held on 31 January 2021, the Court of Arbitration for Sport Ordinary Division (the “CAS”) hereby adopts the following Order of Procedure governing the Proceedings:

I. STATEMENT OF AGREED FACTS

2. The Parties have agreed to prepare jointly a Statement of Agreed Facts, including a formulation of issues to be adjudicated by the CAS;
3. After negotiations, the Parties have jointly communicated the attached Statement of Agreed Facts to the CAS on 01 February 2021;

II. APPLICABLE ARBITRATION RULES AND ADMINISTRATION OF THE PROCEEDINGS

4. The Proceedings are to be administered by the CAS Panel of Arbitrators (the “Panel”) which was duly appointed by the President of the CAS, after mutual agreement between the Parties.
5. The Proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, 2020 Edition (“CAS Code”), and the Official Rules of ILC Cup 2021, as agreed between the Parties. In case of inconsistency between the two, the latter shall prevail to the extent of the inconsistency.

III. ORGANIZATION OF THE PLEADINGS

6. The Proceedings shall consist of written pleadings and oral pleadings.
7. The Parties have agreed that they shall each submit one written Memorial and make oral pleadings based solely on the issues presented at the end of the Statement of Agreed Facts.

8. The written pleadings are to be submitted simultaneously to the CAS by the Parties.
9. The dates for the filing of the written pleadings and for the oral pleadings are the dates set forth in the Official Schedule of ILC Cup 2021.
10. The written pleadings shall be consistent with the Official Rules of ILC Cup 2021.
11. The written pleadings must be in the form of a PDF document named “Team Number_Applicant” or “Team Number_Respondent”, as the case may be.
12. Although the Parties have agreed that the CAS has jurisdiction over Applicant’s claims, the written pleadings must indicate that the CAS has jurisdiction and the basis for such jurisdiction, based on the Statement of Agreed Facts and the CAS Code.

(Signed)
President

THE ILC CUP SPORTS ARBITRATION MOOT COMPETITION 2021

STATEMENT OF AGREED FACTS

01 FEBRUARY 2021

*(GROGU BABY DUNKERS V.
GREGORY “THE TORNADO” GOMEZ)*

1. Applicant, the Grogu Baby Dunkers, is a professional basketball team that competed in the 2021 World Basketball Cup of Champions held in the Ssangmundong Professional Basketball Bubble in Seoul, South Korea last January 2021 (the “WBCC”).
2. Respondent, Gregory “the Tornado” Gomez, was a member of Applicant during the WBCC. Respondent was Applicant’s star player and was named Most Valuable Player of the 2020 WBCC, where Applicant won the championship.
3. Applicant and Respondent entered into a valid and binding contract (the “Grogu-Gomez Contract”) prior to the WBCC. The Grogu-Gomez Contract was entered into after the 2020 WBCC and was widely known in the sports world as one of the most lucrative professional contracts to date.
4. The Grogu-Gomez Contract contained the following clauses:
 - a. A “conduct clause” (the “Conduct Clause”) which obligates Respondent to:

not at any time engage in conduct (whether publicly known or not and whether before or after the date of my selection), which has brought, brings, or would have the tendency to bring me or my sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to, or prejudicial to the best interests, image, or values of the Grogu Baby Dunkers or Team Sponsors, or as a result of which my

continued membership would not be or would not likely be in the best interests of the Grogu Baby Dunkers. In the event that I have breached this clause, I will disclose the breach;

- b. A “dispute” clause (the “Dispute Clause”) which states that:
If any dispute arises in relation to this Agreement, the dispute shall commence in the Ordinary Division of the Court of Arbitration of Sport in accordance with the Code of Sports-Related Arbitration.
- c. A “termination” clause (the “Termination Clause”) which allows Applicant to terminate the Grogu-Gomez Contract for any breach of the Conduct Clause.

- 5. After a hotly contested WBCC game against the Yoda Old Shooters, Respondent was interviewed on the Korean television’s “Tonight with Jungkook and IU” show (the “Interview”) on 10 January 2021. During the Interview, Respondent stressed the importance of maintaining a positive image for young basketball players and to follow his example if they wished to compete on the world stage.
- 6. The next day, Respondent, along with two teammates, went out for lunch in Seri’s Choice Meats and Drinks, a restaurant within the Ssangmundong Bubble before going back to the basketball stadium to watch a game between the Mando Lorians and the Death Star Bombers. The Death Star Bombers were a known rival team of Applicant. Before his stint with Applicant, Respondent had played three unsuccessful seasons with the Death Star Bombers. Respondent and said teammates were intoxicated with alcohol.
- 7. Respondent and his teammates, Julius “the Caesar” Jones and Tom “the Torpedo” Tolbooth, were unruly and raucous in their support for the Mando Lorians. They had to been told by Applicant’s team manager, Palpy Palpatine, to “tone it down” on several occasions.

8. Respondent, Jones, and Tolbooth also refused to wear face masks while watching the game, as mandated by both the South Korean government and the rules and regulations of the WBCC. During a time-out, the broadcast team showed the three maskless in the stands.
9. Respondent also screamed out against Larry “Tweety” Burd, the superstar of the Death Star Bombers, saying, “Hey, Larry! Go back home, you redneck!”
10. It had been reported by multiple media outlets and tabloids that Respondent’s ex-wife had cheated on him with Burd during Respondent’s playing years with the Death Star Bombers.
11. Respondent’s scream was heard during the television broadcast, as it was made during another time-out. It was also heard throughout the stadium because there were no fans around. Other players from other teams were in the stadium and also heard Respondent’s scream.
12. Upon hearing this, Palpatine asked Respondent to leave the premises and wait by the players-only tunnel where Palpatine would meet him after the game. Respondent apologized and obeyed Palpatine’s orders.
13. While waiting in the tunnel leading to the locker rooms, Respondent was approached by Burd, who had been ejected from the game for a flagrant 2 foul on a Mando Lorian player.
14. Angry and still heated from his ejection, Burd told Respondent, “Your ex-wife says hello, you dirty Filipino monkey.” Burd then pushed Respondent thrice.
15. After the third push, Respondent pushed back, but in doing so, slipped on the floor and struck Burd on the bridge of the nose with the butt of his right palm. Burd sustained a broken nose and was forced to wear a protective mask for the rest of the tournament.

16. The incident was widely reported in the international print and electronic media. A video of the altercation between Respondent and Burd became viral on social media. The video of Respondent without a mask also created a stir on social media.
17. Because of the issues surrounding Respondent, Applicant’s team sponsor, Nike, terminated its sponsorship agreement with Applicant. Nike also released a short hype video on social media thereafter, which stressed the importance of wearing masks. During the advertisement, neither Applicant nor Respondent were mentioned or alluded to.
18. On 18 January 2021, Applicant filed its Request for Arbitration (the “Request”) with the Court of Arbitration of Sport Ordinary Division (“CAS”), pursuant to the Dispute Clause in the Grogue-Gomez Contract and the Code of Sports-Related Arbitration (“CAS Code”).
19. On 22 January 2021, the CAS communicated the Request to Respondent and called upon him to file an Answer to the Request. No objection to CAS jurisdiction was raised.
20. In accordance with such, Respondent filed his Answer with the CAS on 29 January 2021.
21. On 03 February 2021, after consultation with both Applicant and Respondent by a conference call held on 31 January 2021, the CAS issued the Order of Procedure regarding the present proceedings.
22. Applicant requests that the CAS adjudge and declare that:
 - a. Respondent’s intoxication, hurling abuse at his opponents in public, and unruly behavior are acts of misconduct, in breach of the Grogue-Gomez Contract;
 - b. These same acts of Respondent, done in public and while wearing Applicant’s uniform, brought Applicant into disrepute under the Grogue-Gomez Contract; and
 - c. As relief for the acts described in subparagraphs (a) and (b), *infra*, the Grogue-Gomez Contract must thereby be terminated.

23. Respondent opposes Applicant’s claims and requests that the CAS adjudge and declare that:
- a. Respondent’s actions did not amount to misconduct, or in the alternative, Respondent’s actions were justified;
 - b. Respondent’s actions did not bring disrepute to Applicant nor to the sport of basketball, or in the alternative, Respondent’ actions were justified; and
 - c. As relief for the foregoing, the case must therefore be dismissed.