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FIBA Arbitral Tribunal (FAT)

CONSENT AWARD

(0137/10 FAT)

rendered by

FIBA ARBITRAL TRIBUNAL (FAT)

Mr. Quentin Byrne-Sutton

in the arbitration proceedings

Mr. Artur Urazmanov

Represented by Mr. Solly Laniado,
41-45 Rotshild Blvd., Tel Aviv 65784, Israel

- Claimant -

vs.

KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC
Vojvode Stepe 6-10, 26300 Vrsac, Serbia

Represented by Mr. Vladimir Mihaj,
Alekse Nenadovića 15, 11000 Belgrade, Serbia

- Respondent -



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1. Background of the Award by Consent

1. By Request for Arbitration dated 6 November 2010 the Claimant, through his representative Mr. Solly Laniado, initiated this Arbitration against the Respondent (the Claimant and the Respondent are hereinafter also referred to, collectively, as "the Parties").
2. By letter dated 29 November 2010 the Parties were informed by the FIBA Arbitral Tribunal ("FAT") as follows:

*"This is to confirm that a Request for Arbitration dated 6 November 2010 was filed by Mr. Solly Laniado on behalf of Mr. Artur Urazmanov and received by the FAT on 10 November 2010. The non-reimbursable handling fee of EUR 1,500.00 was received in the FAT bank account on 10 November 2010. The President of FAT has determined that the arbitration can thus proceed and has appointed **Mr. Quentin Byrne-Sutton** in this case. A copy of the Request for Arbitration (with exhibits), the FIBA Arbitral Tribunal Rules ("FAT Rules") as well as the FIBA Internal Regulations governing the FIBA Arbitral Tribunal are attached for the Respondent."*

3. That letter further set out a timetable for the further conduct of this Arbitration and other procedural directions.
4. By letter entitled "Parties Notice" dated 20 January 2011 and received by FAT on 23 January 2011, the Parties' attorneys informed the FAT that the dispute had been settled (the "Settlement Agreement").

2. The Settlement Agreement of the Parties

5. The Settlement Agreement recorded in the Parties Notice dated 20 January 2011 and signed by the parties' attorneys provides as follows:



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1. *The Respondent shall pay the Claimant the following:*

1.1. *Respondent shall pay the Claimant the sum of 16,000.00 (Sixteen Thousand) €EURO for unpaid salaries as follows:*

1.1.1. *EUR 5,500.00 net no later than 10 February 2011.*

1.1.2. *EUR 5,500.00 net no later than 10 March 2011.*

1.1.3. *EUR 5,000.00 met no later than 10 April 20110 [sic]*

The Respondent shall bear all tax payments with regard to the above payments and provide the Claimant with the appropriate forms confirming the tax payments made.

1.2. *The Respondent shall pay the Claimant the sum of 1,500,00 (One thousand Five Hundred) €EURO as a compensation for the advance on costs paid by the Claimant no later than 10 February 2011.*

1.3. *The Respondent shall pay the Claimant the sum of 2,000.00 (Two thousand) €EURO for compensation of the Claimants [sic] legal fees and expenses as follows:*

1.3.1. *EUR 1,000.00 no later than 10 March 2011.*

1.3.2. *EUR 1,000.00 no later than 10 April 2011.*

1.4. *The respondent shall pay the Claimant 70% (Seventy Percent) of FAT costs charged by the FAT secretariat (in addition to the handling fees paid and specified in art. 1.2 above) as paid by the Claimant for confirmation of this Settlement as FAT Award until no later than 10 March 2011.*

2. *All payments specified in Art.1 shall be made in RSD at middle exchange rate defined by National bank of Serbia as of the Day of Payment.*

2.1. *All payments specified in Art.1 shall be made by wire to the to the [sic] Claimant's following non residential bank account:*

[...]

In addition, the Respondent shall pay all banking fees with regard to the above payment and the Respondent shall submit the Claimant's proxy copy of such wire when and if made.

3. *In case of any late payment or failure to execute one of the payments specified in Art.1 the following shall occur and bind:*



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- 3.1. *The respondent shall be obliged to pay the full debt and/or debt balance plus 5% (five percent) annual interest starting from January 1st 2011.*
 - 3.2. *The Respondent shall pay additional compensation of 10,000.00 (Ten Thousand) €EURO to be added to the settlement payments sum.*
 - 3.3. *Such payments as specified in Art. 3 shall be made within 7 days from receipt of formal written demand to the respondent and FIBA.*
 4. *Once and subject to the above being fully executed on schedule by the Respondent and the above payment is actually paid by the Respondent – the Claimant shall have no future claims and/or wants financial, legal or others to claim against the Respondent and in such case only the FAT Award shall be deemed as paid.*
 5. *The parties shall submit such settlement to the FAT honourable Arbitrator in order to confirm such settlement as formal FAT award.*
 6. *The parties hereby declare and confirm that their signature of this agreement shall be considered as their written consent to this agreement's terms and that the parties shall not have any obligations and/or demands and/or claims and/or wants to claim toward each other subject to this agreement terms full execution.*
6. The dispute between the Parties is arbitrable and there is no indication on the face of the record that the settlement agreement signed by the Parties is contrary to international public policy.

3. Costs

7. On 3 February 2011, considering that pursuant to Article 17.2 of the FAT Rules “the FAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of FAT and the fees and costs of the FAT President and the Arbitrator”, and that “the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the FAT President from time to time”, taking into account all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and the procedural questions raised, the FAT



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President determined the arbitration costs in the present matter at EUR 750.00.

8. Given that Claimant has already paid EUR 2,000.00 as advance on the arbitration costs, the Arbitrator decides that the FAT shall reimburse EUR 1,250.00 to Claimant.



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4. Award

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

1. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay Mr. Artur Urazmanov the following:

1.1. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay Mr. Artur Urazmanov the sum of EUR 16,000.00 (Sixteen Thousand) for unpaid salaries as follows:

1.1.1. EUR 5,500.00 net no later than 10 February 2011.

1.1.2. EUR 5,500.00 net no later than 10 March 2011.

1.1.3. EUR 5,000.00 net no later than 10 April 2011.

KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall bear all tax payments with regard to the above payments and provide Mr. Artur Urazmanov with the appropriate forms confirming the tax payments made.

1.2. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay Mr. Artur Urazmanov the sum of EUR 1,500.00 (One Thousand Five Hundred) as compensation for the arbitration costs advanced by Mr. Artur Urazmanov no later than 10 February 2011.

1.3. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay Mr. Artur Urazmanov the sum of EUR 2,000.00 (Two Thousand) for compensation of Mr. Artur Urazmanov's legal fees and expenses as follows:

1.3.1. EUR 1,000.00 no later than 10 March 2011.

1.3.2. EUR 1,000.00 no later than 10 April 2011.

1.4. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay Mr. Artur Urazmanov 70% (Seventy Percent) of FAT costs



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charged by the FAT secretariat (in addition to the handling fees paid and specified in paragraph 1.2 above) as paid by Mr. Artur Urazmanov for confirmation of the Settlement as a FAT Award by Consent until no later than 10 March 2011.

- 2. All payments specified in paragraph 1 above shall be made in RSD (Serbian Dinars) at middle exchange rate defined by the National Bank of Serbia as of the day of payment.**
 - 2.1. All payments specified in paragraph 1 above shall be made by wire to Mr. Artur Urazmanov's following non residential bank account:

[...]

In addition, KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay all banking fees with regard to the above payments and KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall submit Mr. Artur Urazmanov's proxy copy of such wire when and if made.**
- 3. In case of any late payment or failure to execute one of the payments specified in paragraph 1 above the following shall occur and bind:**
 - 3.1. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall be obliged to pay the full debt and/or debt balance plus 5% (Five Percent) annual interest starting from January 1st 2011.**
 - 3.2. KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC shall pay additional compensation of EUR 10,000.00 (Ten Thousand) to be added to the settlement payments sum (as itemised in paragraph 1 above).**
 - 3.3. Such payments as specified in this paragraph 3 shall be made within 7 days from receipt of formal written request to KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC and FIBA.**
- 4. Once and subject to the above being fully executed on schedule by KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC and the above payments are actually paid by KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC – Mr. Artur Urazmanov shall have no future claims and/or wants financial, legal or others to claim against KK Radnički KG Kragujevac / KK Swisslion Takovo Lions Vršac BC and in such case only this FAT Award by Consent shall be deemed as paid.**



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- 5. The Parties declare and confirm that their signature of the Settlement Agreement shall be considered as their written consent to the Settlement Agreement's terms and that the parties shall not have any obligations and/or demands and/or claims and/or wants to claim toward each other subject to the full execution of the Settlement Agreement's terms as embodied in this FAT Award by Consent.**
- 6. Any and all other prayers for relief are dismissed.**

Geneva, seat of the arbitration, 4 February 2011

Mr. Quentin Byrne-Sutton
(Arbitrator)