



BASKETBALL
ARBITRAL TRIBUNAL

CONSENT AWARD

(BAT 0217/11, 0218/11, 0220/11)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Klaus Reichert

in the arbitration proceedings

Mr. Vladislav Dragojlovic
Mr. Igor Milosevic
Mr. Goran Cakic
Mr. Derrick Obasohan
Mr. Dragan Sakota
BeoBasket Ltd.

- Claimants -

represented by Mr. Miodrag Raznatovic, attorney at law
Strahinjica bana 18, 11000 Belgrade, Serbia

vs.

Trabzonspor Basketball Kulubu,

Yilmaz Tesisleri Ahmet Suat Özyazici Cad. Havalimani Altı, Trabzon, Turkey

- Respondent -

1. Background of the Award by Consent

1. By three separate Requests for Arbitration, each dated 20 September 2011, the Claimants, through their representative Mr. Miodrag Raznatovic, initiated arbitration proceedings against the Respondent (the Claimants and the Respondent will hereinafter be collectively referred to as "the Parties").
2. By letters dated 15 November 2011, the Parties were informed by the Basketball Arbitral Tribunal ("BAT") as follows:

BAT 0217/11

"This is to confirm that a Request for Arbitration dated 20 September 2011 was filed by Mr. Miodrag Raznatovic on behalf of Mr. Vladislav Dragojlovic, Mr. Igor Milosevic and the Agency Beobasket and received by the BAT on 20 October 2011.

The non-reimbursable handling fee of EUR 2,000.00 was received in the BAT bank account on 4 October 2011.

*The President of BAT has determined that the arbitration can thus proceed and has appointed **Mr. Klaus Reichert, SC** in this case. Copies of the Request for Arbitration (with exhibits), the Rules of the Basketball Arbitral Tribunal ("BAT Rules") as well as the FIBA Internal Regulations governing the Basketball Arbitral Tribunal are attached for the Respondent.*

BAT 0218/11

"This is to confirm that a Request for Arbitration dated 20 September 2011 was filed by Mr. Miodrag Raznatovic on behalf of Mr. Goran Cakic, Mr. Derrick Obasohan and the Agency Beobasket and received by the BAT on 20 October 2011.

The non-reimbursable handling fee of EUR 1,988.00 was received in the BAT bank account on 6 October 2011.

*The President of BAT has determined that the arbitration can thus proceed and has appointed **Mr. Klaus Reichert, SC** in this case. Copies of the Request for Arbitration (with exhibits), the Rules of the Basketball Arbitral Tribunal ("BAT Rules") as well as the FIBA Internal Regulations governing the Basketball Arbitral Tribunal are attached for the Respondent."*

BAT 0220/11

"This is to confirm that a Request for Arbitration dated 20 September 2011 was filed by Mr. Miodrag Raznatovic on behalf of Mr. Dragan Sakota and the Agency Beobasket and received by the BAT on 20 October 2011.

The non-reimbursable handling fee of EUR 1,500.00 was received in the BAT bank account on 21 October 2011.

*The President of BAT has determined that the arbitration can thus proceed and has appointed **Mr. Klaus Reichert, SC** in this case. Copies of the Request for Arbitration (with exhibits), the Rules of the Basketball Arbitral Tribunal ("BAT Rules") as well as the FIBA Internal Regulations governing the Basketball Arbitral Tribunal are attached for the Respondent."*

3. The aforementioned letters also set out a timetable for the further conduct of the respective arbitration and provided other procedural directions.
4. By email dated 23 November 2011, the Claimants' counsel informed the BAT that the three disputes had been settled and provided the BAT with a copy of a settlement agreement dated 20 November 2011 and signed by Claimants and Respondent (hereinafter the "Settlement Agreement").
5. On 8 December 2011, the Claimants paid EUR 3,500.00 as Advance on Costs.
6. By procedural order dated 14 December 2011, the Arbitrator requested the Parties clarify whether the wording "30 December 2012" was a clerical error or indeed reflected the Parties' mutual intentions.
7. By separate emails of 19 December 2011, the Claimants and the Respondent confirmed that "we made [a] typing mistake while we were signing settlement between the parties. Proper date for the second instalment is 31st of December 2011."

2. The Settlement Agreement

8. The Settlement Agreement reads as follows:

“Trabzonspor basketball kulubu dernegi shall pay total amount of 270.000,00 (two hundred seventy thousand) USD, as follows:

1. *To Dragan Sakota amount of 20.000,00 USD*
2. *To Vladislav Dragojlovic amount of 67.000,00 USD*
3. *To Goran Cakic amount of 45.000,00 USD*
4. *To Derrick Obasohan amount of 59.000,00 USD*
5. *To Igor Milosevic amount of 29.000,00 USD*
6. *To BeoBasket amount of 50.000,00 USD*

Trabzonspor basketball kulubu dernegi shall pay total amount of 270.000,00 USD to the following account:

*UBS AG Bank
Switzerland
Beneficiary: Beobasket Limited
Acc. No. 0206-431745.61D
IBAN: CH050020620643174561D
Swift: UBSWCHZH80A*

With following payment schedule:

- *amount of 20.000,00 USD on the 30th of November 2011*
- *amount of 50.000,00 USD on the 30th of December 2011[1]*
- *amount of 50.000,00 USD on the 31st of March 2012*
- *amount of 50.000,00 USD on the 31st of July 2012*
- *amount of 50.000,00 USD on the 30th of September 2012*
- *amount of 50.000,00 USD on the 30th of December 2012*

The contracting parties would like that BAT brings only 1 consent award, which will cover

the cases 0217/2011 Dragojlovic, Milosevic, Beobasket vs Trabzonspor, 0218/2011 Cakic Obasohan, Beobasket vs Trabzonspor and 0220/2011 Sakota, Beobasket vs Trabzonspor. The parties accept and agree that they have no further rights including costs of proceedings, attorneys fees ect. Accept the sums agreed herein.” [sic]

9. The Arbitrator has ascertained that the disputes between the Parties are arbitrable under the law governing the arbitration (Article 177(1) of the Swiss Private International Law Act) and finds that there is no indication on the face of the record that the Settlement Agreement concluded by the Parties is contrary to international public policy.
10. Given that the proceedings BAT 0217/11, BAT 0218/11 and BAT 0220/11 are directed against the same Respondent, were assigned to the same Arbitrator and were settled altogether in the same agreement, the Arbitrator deems it proper to render a single Consent Award for all three proceedings as requested by the Parties.

3. Costs

11. On 21 December 2011, considering that pursuant to Article 17.2 of the BAT Rules “the BAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of BAT and the fees and costs of the BAT 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 BAT 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 BAT President determined the arbitration costs in the present matter at EUR 1,850.00.



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12. In accordance with the Settlement Agreement, *“The parties accept and agree that they have no further rights including costs of proceedings, attorneys fees etc.”* [sic]. The arbitration costs will therefore be paid from the Advance on Costs received from the Claimants, and the balance in the amount of EUR 1,650.00 will be reimbursed to the Claimants. In view of the Parties’ agreement, no order shall be made with respect to any reimbursement between the Parties as to arbitration costs or legal fees and expenses.

4. AWARD

For the reasons set forth above and in accordance with Article 16.6 of the BAT Rules, the Arbitrator decides, holds and orders as follows:

I. Trabzonspor Basketball Kulubu is ordered to pay a total amount of USD 270,000.00 to the account designated in the Settlement Agreement as follows:

- a. To Mr. Dragan Sakota: USD 20,000.00**
- b. To Mr. Vladislav Dragojlovic: USD 67,000.00**
- c. To Mr. Goran Cakic: USD 45,000.00**
- d. To Mr. Derrick Obasohan: USD 59,000.00**
- e. To Mr. Igor Milosevic: USD 29,000.00**
- f. To BeoBasket Ltd.: USD 50,000.00**

II. Payment shall be made in six instalments as follows:

- a. USD 20,000.00 to be paid on 30 November 2011**
- b. USD 50,000.00 to be paid on 30 December 2011**
- c. USD 50,000.00 to be paid on 31 March 2012**
- d. USD 50,000.00 to be paid on 31 July 2012**



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e. USD 50,000.00 to be paid on 30 September 2012

f. USD 50,000.00 to be paid on 30 December 2012

Geneva, place of the arbitration, 22 December 2011

Mr. Klaus Reichert SC
(Arbitrator)