

CONSENT AWARD

(BAT 0820/16)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Quentin Byrne-Sutton

in the arbitration proceedings

Mr. Boban Marjanovic

- Claimant 1 -

Mr. Charles Jenkins

- Claimant 2 -

both represented by
Mr. Miodrag Raznatovic, Strahinjica bana 18, 11000 Belgrade, Serbia

vs.

KK Crvena Zvezda Telekom
Mali Kalemegdan 2, 11000 Belgrade, Serbia

- Respondent -

1. Background of the Award by Consent

1. On 4 September 2013, Claimant 1 and the Respondent signed an agreement for the engagement of Claimant 1 as a professional basketball player for Respondent's team for the seasons 2013/2014 and 2014/2015. The Respondent failed to execute payment in the amount of EUR 255,000.00 to Claimant 1 under that agreement.
2. On 21 January 2014, Claimant 2 and the Respondent signed an agreement for the engagement of the Claimant 2 as a professional basketball player by the Respondent for the season 2014/2015. The Respondent failed to execute payment in the amount of EUR 206,803.00 to Claimant 2 under that agreement.
3. Claimant 1, Claimant 2 and Respondent are hereinafter collectively referred to as "the Parties".
4. By Request for Arbitration dated 16 March 2016, the Claimants initiated this arbitration against the Respondent.
5. By letter dated 22 April 2016, the Parties were informed by the Basketball Arbitral Tribunal ("BAT") as follows:

"This is to confirm that a Request for Arbitration dated 16 March 2016 was filed by Mr. Miodrag Raznatovic on behalf of Mr. Boban Marjanovic and Mr. Charles Jenkins and received by the Basketball Arbitral Tribunal (BAT) on the same day.

The non-reimbursable handling fee of EUR 4,000.00 was received in the BAT bank account on 15 March 2016.

The BAT President has determined that the arbitration can thus proceed and has appointed Mr. Quentin Byrne-Sutton in this case (the "Arbitrator"). The Arbitrator has accepted his appointment on 21 April 2016 and has confirmed that there are no circumstances known to him that could call into question his independence and impartiality in this matter.

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."

6. The BAT's letter dated 22 April 2016 also set out a timetable for the further conduct of this arbitration and provided other procedural directions.
7. By way of correspondence dated 10 May 2016, the Claimants' counsel provided the

BAT with a document signed and stamped by Claimants' counsel and Respondent's general manager on 4 May 2016, whereby they requested and authorized the Arbitrator to draft a consent award including the following:

"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. BC Crvena Zvezda Telekom is ordered to pay to Mr. Boban Marjanovic amount of 255,000 EUR, no later than 30th July, 2016.*
- II. BC Crvena Zvezda Telekom is ordered to pay to Mr. Charles Jenkins amount of 206,803 USD, no later than 30th of July 2016".*

8. By letter dated 10 May 2016, the BAT forwarded the above correspondence to the Respondent for its information, and invited the parties to pay an adjusted Advance on Costs as follows:

<i>"Claimant 1 (Mr. Boban Marjanovic)</i>	<i>EUR 500.00</i>
<i>Claimant 2 (Mr. Charles Jenkins)</i>	<i>EUR 500.00</i>
<i>Respondent (BC Crvena Zvezda Telekom)</i>	<i>EUR 1,000.00"</i>

9. On 23 May 2015, the Claimants paid the requested Advance on Costs as follows:

Date	Amount	Received from	Description
23.05.2016	2.000,00 €	Beobasket Limited	Award (Consent Award)

10. The Arbitrator has ascertained that the dispute between the Parties is 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 consent award requested by the Parties is contrary to international public policy.

2. Costs

11. On 25 May 2016, 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*”, and 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 to be EUR 2,000.00.
12. The arbitration costs will be paid from the adjusted Advance on Costs received from the Parties. Given that the Parties did not agree on any particular apportionment of the arbitration costs or legal fees and expenses, 50% of the arbitration costs shall be borne by the Claimants and 50% by the Respondent, and no order shall be made with regard to the legal fees and expenses.

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. BC Crvena Zvezda Telekom is ordered to pay to Mr. Boban Marjanovic the amount of EUR 255,000 by no later than 30 July 2016.**
- II. BC Crvena Zvezda Telekom is ordered to pay to Mr. Charles Jenkins the amount of USD 206,803 by no later than 30 July 2016.**
- III. The arbitration costs in the total amount of EUR 2,000 shall be borne by Mr. Boban Marjanovic and Mr. Charles Jenkins in the amount of EUR 500 each, and BC Crvena Zvezda in the amount of EUR 1,000. Accordingly, BC Crvena Zvezda is ordered to pay jointly to Mr. Boban Marjanovic and Mr. Charles Jenkins the amount of EUR 1,000.**

Geneva, place of the arbitration, 30 May 2016

Mr. Quentin Byrne-Sutton
(Arbitrator)