

## **CONSENT AWARD**

**(BAT 2358/25)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mrs. Amani Khalifa**

in the arbitration proceedings

**Mr. Miodrag Raznatovic**

represented by Mr. Aleksandar Medjedovic,

vs.

**Mr. Jerrick Deontre Harding**

represented by Mr. Guillermo Germejo Carbonell

**- Claimant -**

**- Respondent -**

## 1. Background of the Award by Consent

1. On 14 July 2025, the Claimant and the Respondent signed an agreement for the representation of the Respondent by the Claimant (the "Representation Agreement").
2. The Claimant alleges that the Respondent unlawfully terminated the Representation Agreement.
3. On 2 September 2025, the Claimant initiated the present arbitration against the Respondent by filing a Request for Arbitration claiming compensation due to the unlawful termination of the Representation Agreement.
4. By letter dated 12 September 2025, the Claimant and Respondent (hereinafter "the Parties") were informed by the Basketball Arbitral Tribunal ("BAT") as follows:

*"This is to confirm that a Request for Arbitration dated 2 September 2025 was filed by Mr. Aleksandar Medjedovic on behalf of Mr. Miodrag Raznatovic and received by the Basketball Arbitral Tribunal (BAT) on the same day.*

*The non-reimbursable handling fee of EUR 2,000.00 was received in the BAT bank account on 2 September 2025.*

*The BAT Vice-President has determined that the arbitration can thus proceed and has appointed **Ms. Amani Khalifa** in this case (the "Arbitrator"). The Arbitrator has accepted her appointment on 11 September 2025 and has confirmed that there are no circumstances known to her that could call into question her independence and impartiality in this matter.*

*Copies of the Request for Arbitration, the BAT Arbitration Rules ("BAT Rules"), the FIBA Internal Regulations governing the BAT as well as the BAT Privacy Policy are attached."*

5. The aforementioned letter also set out a timetable for the further conduct of this arbitration and provided other procedural directions.
6. On 15 September 2025, the BAT received payment of the Claimant's share of the Advance on Costs in the amount of EUR 2,750.00.
7. On 13 October 2025, the BAT informed the Parties that the Claimant had paid his share of the Advance on Costs and set a final time-limit for the Respondent to pay his share of

the Advance on Costs and to file an Answer.

8. On 20 October 2025, the Claimant's counsel sent to the Arbitrator a mutually signed "BAT Settlement Agreement" (hereinafter the "Settlement Agreement").

## **2. The Settlement Agreement**

9. In its relevant part, the Settlement Agreement reads as follows:

"[...]"

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 Settlement Agreement concluded by the Parties is contrary to international public policy.

## **3. Costs**

11. On 27 October 2025, 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*", the BAT Vice President determined the arbitration costs in the present matter at EUR 2,500.00.

As per clauses 5 and 6 of the Settlement Agreement, the Respondent shall reimburse EUR 2,500.00 to the Claimant in relation to the Advance on Costs paid by him. The balance of the Advance on Costs in the amount of EUR 250.00 will be reimbursed to the Claimant by the BAT. As set out in clause 6 of the Settlement Agreement, the amount of EUR 250.00 will therefore be deducted from the rate of 30 November 2025.

## **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:

- 1. Mr. Jerrick Deontre Harding shall pay Mr. Miodrag Raznatovic an amount of EUR 54,500 in two installments as follows:**
  - **EUR 29,500.00 by no later than 30 November 2025; and**
  - **EUR 25,000.00 by no later than 30 November 2026.**

Geneva, place of the arbitration, 28 October 2025

Amani Khalifa  
(Arbitrator)