

ARBITRAL AWARD

(BAT 1953/23)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mrs. Amani Khalifa

in the arbitration proceedings between

Ms. Olesia Malashenko

- First Claimant -

Gherdan & Associates s.r.l

Str. Vasile Stroescu nr. 8 410543 Oradea City, Bihor county, Romania

- Second Claimant -

both represented by Mr. Alexandru Corpodean, attorney at law

vs.

San Sport (Elitzur Ramla)

P.O. Box 996, Ramla, Israel

- Respondent -

represented by Mr. Zvi Jaffe and Mr. Eyal Jaffe, attorneys at law

AWARD

Upon providing all parties with an opportunity to be heard, having examined her jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. San Sport (Elitzur Ramla) shall pay Ms. Olesia Malashenko USD 10,645.16 net of taxes in unpaid salaries, plus interest on such amount at the rate of 5% *per annum* on any outstanding balance (as may be the case from time to time) thereof from 4 April 2023 until and including the earlier of (i) the day of payment of such amount and (ii) the 10th day after the day the present award is communicated to the parties by email.**
- 2. San Sport (Elitzur Ramla) shall pay Ms. Olesia Malashenko USD 472.17 and EUR 200.05 in unpaid travel expenses plus interest on such amount at the rate of 5% *per annum* on any outstanding balance (as may be the case from time to time) thereof from 4 April 2023 until and including the earlier of (i) the day of payment of such amount and (ii) the 10th day after the day the present award is communicated to the parties by email.**
- 3. San Sport (Elitzur Ramla) shall provide Ms. Olesia Malashenko a tax certificate issued by a competent Israeli fiscal authority.**
- 4. San Sport (Elitzur Ramla) shall pay Gherdan & Associates s.r.l. USD 2,064.51 net of taxes in unpaid agent's fees plus interest on such amount at the rate of 5% *per annum* on any outstanding balance (as may be the case from time to time) thereof from 4 April 2023 until and including the earlier of (i) the day of payment of such amount and (ii) the 10th day after the day the present award is communicated to the parties by email.**
- 5. San Sport (Elitzur Ramla) shall pay Ms. Olesia Malashenko USD 5,332.58 and Gherdan & Associates s.r.l. USD 258.06 in pre-award late penalty fees.**
- 6. San Sport (Elitzur Ramla) shall pay Ms. Olesia Malashenko post-award late penalty fees at the rate of 0.5% for each day of delay on the amounts of USD 11,117.33 and EUR 200.05 or any outstanding balance (as may be the case from time to time) thereof, starting from the 11th day after the day the present award is communicated to the parties by email, in case the Club has**

not duly paid such amount in the term of 10 days after the award is communicated, up to a maximum, which in connection with the pre-award late penalty fees of USD 5,332.58 equals the amounts of USD 11,117.33 and EUR 200.05, and thereafter 5% *per annum* until the day of complete payment.

7. San Sport (Elitzur Ramla) shall pay Gherdan & Associates s.r.l. post-award late penalty fees at the rate of 0.5% for each day of delay on the amount of USD 2,064.51 net of taxes or any outstanding balance (as may be the case from time to time) thereof, starting from the 11th day after the day the present award is communicated to the parties by email, in case the Club has not duly paid such amount in the term of 10 days after the award is communicated, up to a maximum post-award late penalty of USD 1,806.45, and thereafter 5% *per annum* until the day of complete payment.
8. The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 5,484.00, shall be borne by San Sport (Elitzur Ramla) to the extent of 90%. Accordingly, San Sport (Elitzur Ramla) shall pay EUR 2,201.60 to Ms. Olesia Malashenko and Gherdan & Associates s.r.l. jointly.
9. San Sport (Elitzur Ramla) shall pay EUR 5,000.00 jointly to Ms. Olesia Malashenko and Gherdan & Associates s.r.l. as a contribution to their legal fees and expenses (including the non-reimbursable handling fee).
10. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.
11. Any other or further-reaching requests for relief are dismissed.

Geneva, seat of the arbitration, 20 November 2023

Amani Khalifa
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 January 2022):

“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.

16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.