

Volleygate UPDATE
As of October 2011
Koln, Play the Game

Strange decisions from the Judge Carrard (Tribunal the Police)

- ▶ To reject the audition of most of the witnesses proposed by the denouncer (M.Goijman)
 - ▶ Among them, the IOC's Jacques Rogge and Paquerete Giscard, the former FIVB Vice-Presidents (Moreno and Andresen), the President of the FIVB Finance Commission, Jan Svenson, the Fivb Board Member Timo Santalainen, while accepting all the Acosta's witnesses..
- 

Tribunal de Police Sentence

1. Existed an objective falsification of the Auditors Report
 2. Such falsification was made by Ruben Acosta and Franz Schmied.
 3. I have doubts about their intention to do it.
 4. Thus, in case of doubt, there is no crime, and I absolve them.
 5. They should pay the expenses of this Tribunal.
- 

Considerations about Judge's decision

- ▶ There had no importance, for the Judge, the fact of the more than 26 millions dollars taken by Acosta, and hided with the trick of forgery of the FIVB's Statements. Is unbelievable that the Judge did not consider that, as an intentional forgery.
 - ▶ Goijman was not able to appeal this resolution because he is not a damaged party; only the denouncer.
 - ▶ The only one that may appeal was the FIVB, represented by the same lawyer. (what about ethics??)
- 

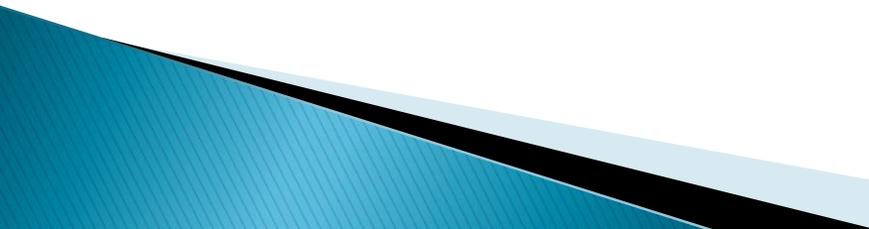
INSIDE the FIVB

- ▶ Acosta resigned, and made an agreement with his right hand, the 1st VicePresident Jizong Wei, to follow him and respect his line of conduction, and paying him the remaining commisions.
 - ▶ The VicePresidents, Cristobal Marte, Ary Graca, Andre Meyer, will continue and receive each one USD 500,000 every year for promotion without any explanation.
 - ▶ Wei will finish in 2012, together with all the Board, but the system of election was changed.
- 

WEI discoveries in April 2009

- ▶ Wei disclose to the Board meeting, that he was so astonished with the facts he found upon taking office, that he will not keep his promise to Acosta.
- ▶ He informed to the Board that the Acosta diverted funds were 33.000.000 USD.
- ▶ That the case of the house of Epalinges denounced by Goijman, was another illegal attitude from Acosta.
- ▶ That he recognizes, now that himself made many mistakes, following Acosta instructions, in spite of his own criteria.
- ▶ That the legal Commission followed not the rules, if not only Acosta wishes.
- ▶ That he helped in the condemnation of many innocents.
- ▶ That he regret all these actions of the past.

FIVB's NEW Board decisions

- ▶ To change the elections system.
 - ▶ To change the Code of Conduct created by Acosta.
 - ▶ To change the FIVB's financial regulations, but with extreme care, because they did not want that any Judge may believe that Mario Goijman denounces were well grounded (sic)
 - ▶ To engage new management, and decide everything inside the Executive Committee.
 - ▶ Not to meet, in any way, with Goijman???
- 

FAV Claim for the funds retained since 2002

- ▶ The Argentina Federation claimed many times the sums retained by the FIVB, but rejected during Acosta regimen.
- ▶ The FIVB decided not to accept the devolution of the money.
- ▶ Rejected the reclaim by the Lausanne's Office of Pursuits.
- ▶ Rejected a joint meeting to discuss the issue.
- ▶ Rejected the proposal by FAV Lawyer of asking the mediation of the CAS (Court Arbitral from the IOC), or even the arbitration of the IOC

COMMON FINANCIAL FUND 2002

Men's World Championship

References

1.- Income according to Rule 3.4, and Contract FIVB-FAV

		INCOME	
		U\$ S	
a.- TV Rights			
	ESPN World Rights	4,000,000	
A	TBS Japan Japan Rights	600,000	According to FIVB, Contract never shown
	TOTAL		4,600,000
b.- Net Income from Publicity			
	Kinder	15,000	
	Turicentro	8,000	
	Quilmes	41,667	
	Sancor	22,222	
	Quini 6	41,667	
	Origenes	27,778	
	Visa	37,500	
	Lipo	5,400	
	Metropolis	9,000	
B	MIKASA	900,000	According to contract shown in the Court
	TOTAL		1,108,234
	TOTAL INCOME		5,708,234

2001-2004 MIKASA
Contract

Deductions to the Common FUND, according with the Regulations and Contract

		Theoretical	Actually USED by FIVB	
2.- Deductions for General Expèses				
C	3.5.1 10% of Income for Transport of FIVB Officials and Referees	570,823	545,000	Contract with TURICENTRO for all transportation points 3.5.1 and 3.5.2
	3.5.2 20% of income for transport of Teams	1,141,647		
	3.5.3 10% of Income for World Publicity of the Championship	570,823	0	NO World Publicity was made
		2,283,294	545,000	
NET PROFIT		3,424,940	5,163,234	
3.- Distribution of Net Profit				
	3.6.2 a 20% to the Host National Federation	684,988	1,032,647	
D	3.6.2.b 20% for Board and Lodging of Teams and Officials	684,988	1,032,647	Spent Really: 601.491 Paid by FIVB: 300.000
	3.6.3.c 10% For Promotion of Junior and Youth W. Champ.	0		
	3.6.2.d 10% to be distributed among the participating Teams			
E	3.6.2.e The reminder goes to FIVB			

THIS ARE THE AMOUNTS already paid by FIVB, that are discounted from this balance

	Advance payment made in 2001 by	
1	ESPN	300,000
2	Payment by FIVB to Aerolineas Argentinas	58,051
3	Payments from SPONSORS directly to FAV	158,889
	Sancor	10,277
	Quilmes	41,667
	Origenes	27,778
	Quini 6	41,667
	VISA	37,500
4	Payment by FIVB in Jun 2003	25,000
5	Additional Per Diems paid by FIVB	5,950
	TOTAL	547,890

STATEMENT of accounts between FAV and FIVB- **OUR CLAIM**

Statement of accounts FIVB-FAV in US dollars

<table border="0" style="width: 100%;"> <tr> <td style="width: 45%;">Owed to FAV due to the Balance of Common Fund</td> <td style="width: 10%; text-align: right;">684,988</td> <td style="width: 45%;"></td> </tr> <tr> <td>Owed to FAV due to the World League 2002</td> <td style="text-align: right;">101,000</td> <td></td> </tr> <tr> <td>Price Money 6^a place Men's team</td> <td style="text-align: right;">14,000</td> <td></td> </tr> <tr> <td>Price Money Women's 2002 World Champ.</td> <td style="text-align: right;">2,500</td> <td></td> </tr> <tr> <td>H 10% Commision for Sponsors obtained by FAV</td> <td style="text-align: right;">17,083</td> <td></td> </tr> <tr> <td>I Additional Per Diems paid by FAV (17 persons)</td> <td style="text-align: right;">18,700</td> <td></td> </tr> <tr> <td>10% Commision for TV contract donated by Gojman to the FAV</td> <td style="text-align: right;">400,000</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>F Diference in Payments to hotels</td> <td style="text-align: right;">301,491</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="vertical-align: bottom;"><i>FIVB signed the contracts for USD 601.491 but paid only 300.000</i></td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right; border: 1px solid black;">1,539,762</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="vertical-align: bottom;">Advanced Payment by FIVB (sheet 2) 547,890</td> </tr> <tr> <td>G Paid by FIVB to Pursuit Office in 2008, to 3rd creditors</td> <td style="text-align: right;">172,125</td> <td></td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right; border: 1px solid black;">720,015</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right; border: 1px solid black;">Diference still owed to FAV</td> <td style="text-align: right; border: 1px solid black;">819,747</td> <td style="vertical-align: bottom;">USD PLUS INTEREST from 2002</td> </tr> </table>	Owed to FAV due to the Balance of Common Fund	684,988		Owed to FAV due to the World League 2002	101,000		Price Money 6 ^a place Men's team	14,000		Price Money Women's 2002 World Champ.	2,500		H 10% Commision for Sponsors obtained by FAV	17,083		I Additional Per Diems paid by FAV (17 persons)	18,700		10% Commision for TV contract donated by Gojman to the FAV	400,000		 			F Diference in Payments to hotels	301,491				<i>FIVB signed the contracts for USD 601.491 but paid only 300.000</i>	TOTAL	1,539,762		 					Advanced Payment by FIVB (sheet 2) 547,890	G Paid by FIVB to Pursuit Office in 2008, to 3rd creditors	172,125		TOTAL	720,015		 			Diference still owed to FAV	819,747	USD PLUS INTEREST from 2002	<p>Considering the theoretical figure from Page a really: USD 1,032,647</p>
Owed to FAV due to the Balance of Common Fund	684,988																																																			
Owed to FAV due to the World League 2002	101,000																																																			
Price Money 6 ^a place Men's team	14,000																																																			
Price Money Women's 2002 World Champ.	2,500																																																			
H 10% Commision for Sponsors obtained by FAV	17,083																																																			
I Additional Per Diems paid by FAV (17 persons)	18,700																																																			
10% Commision for TV contract donated by Gojman to the FAV	400,000																																																			
F Diference in Payments to hotels	301,491																																																			
		<i>FIVB signed the contracts for USD 601.491 but paid only 300.000</i>																																																		
TOTAL	1,539,762																																																			
		Advanced Payment by FIVB (sheet 2) 547,890																																																		
G Paid by FIVB to Pursuit Office in 2008, to 3rd creditors	172,125																																																			
TOTAL	720,015																																																			
Diference still owed to FAV	819,747	USD PLUS INTEREST from 2002																																																		

From this amount USD 70.000 is owed by FAV to Brasil Confederation
And should be paid to CBV in our behalf -70,000

NET PROFIT THAT STILL WOULD MAINTAIN THE FIVB, EVEN ACCEPTING OUR CLAIM

INCOME FROM TV RIGHTS	4,600,000
INCOME FROM ADVERTISING	1,108,234

TOTAL INCOME	USD	5,708,234
---------------------	------------	------------------

EXPENSES

Spent in Air Transportation	545,000
20% for Organizing Federation	684,988
Lodging of Teams and Officials	601,491
Distributed as prizes to players	800,000
Distributed to Participants teams	291,000
Additional Per Diems (17 persons)	18,700
10% Commission for FAV Sponsors	17,083
10% Commission for TV contract	400,000

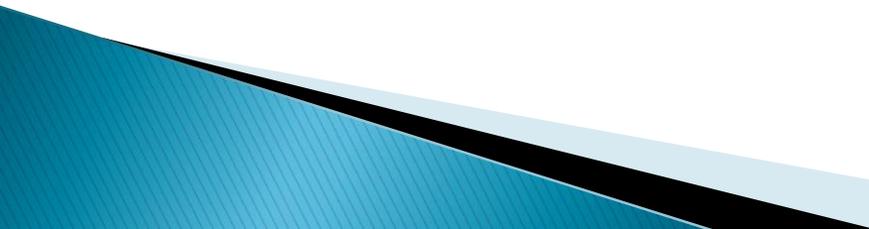
Total Expèses	USD	3,358,262
----------------------	------------	------------------

FINAL PROFIT FIVB	USD	2,349,972
--------------------------	------------	------------------

Some explanations to the attached accounts 1

- ▶ A.– The amount received from TBS for the Mens World Championship 2002, for Japan, was fixed orally by Ruben Acosta in USD 600,000. He never show the contract neither accepted any audit review.
- ▶ B.– The amount given by Mikasa was fixed by Acosta in USD 50,000. But after the criminal lawsuit against Acosta, The Mikasa–FIVB contract was found by the Police, and attached to the suit.
- ▶ It was for 9'000,000 USD, and fixed that 10% was allocated to each World Championship in 2002.
- ▶ C. The FIVB signed a contract with the firm TURICENTRO for all the transportation for officials and teams, for a total amount of USD 545,000
- ▶ D/ F.– The regulation in the article 3.6.2, fixes an contribution for Lodging and Meals of no more than 20% of the Net Profit, and with a guarantee of a minimum of 50% of the real expenditures. The contracts signed between Hotels and FIVB was for USD 601.491; but ACOSTA fixed unilaterally USD 300.000, and that was paid by FIVB.

Some explanations to the attached accounts 2

- ▶ E.– The balance to the FIVB is revised in the attached detail. We must clarify, that non advertising or promotion was spent by FIVB for the World Championship.
 - ▶ G.– In 2008, FIVB gave to the Pursuit office such amount to be paid to three former FAV employees, through the office of the lawyer Mr. Petremand.
 - ▶ H.– The commission of 10% was recognized by the FIVB for the sponsors: SANCOR– VISA–ORIGENES– Quilmes– and Quini 6. in the proposal prepared by the FIVB on November 7th 2002.
 - ▶ I.– FIVB decided to appoint 17 more officials than the ones that were fixed in the Contract, and accepted to pay to each of them USD 1,100.
- 

HELP US!!!!

- ▶ We ask the intervention of the independent Press, through **PLAY THE GAME.**
- ▶ We have been **ROBBED** by the FIVB.
- ▶ We don't have money to support another lawsuit in Switzerland, more after the Swiss Justice attitude of defending the International Bodies located in their country, no matter which abuses they may perpetrate.
- ▶ And our Creditors that trusted in our dignity in 2002, lost their patience.
- ▶ I as main guarantor of WCH 2002 am in a personal desperate situation.

An incredible price for defending Ethic's and honesty

- ▶ My lonely fight in favor of an honest sport as cost me too much, lawyers fee's, trips, publications, justice fees, and the persecution of loyal creditors, that now are executing me and some other FAV members, has ruined me, my patrimony and my health.
 - ▶ Defending principles in sport cost me too much.
 - ▶ Perhaps to disappoint future colleagues to engage too much in ethics.
- 

I DO NOT REGRET

- ▶ Despite all these desperate situation.
 - ▶ Feeling so bad about many Sports leaders that abandoned me, scared or paid.
 - ▶ Making in these days, holy for the Jewish people, a balance of my last 10 years, I do not regret.
 - ▶ My engagement is with Sports as an honest tool of Education, Ethics and Fairness, and not with Sport as a way for making money as quickly as possible.
- 

Thank you

Play the Game, Koln, October 2011
Mario D. Goijman