

Prestia, Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In the Matter of the Application of)

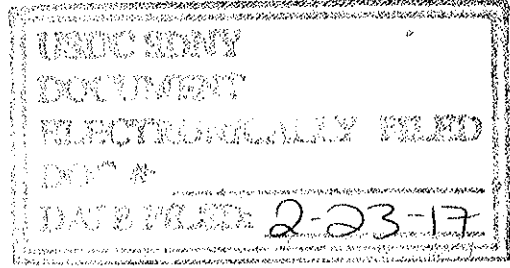
)
RAMY LAKAH and MICHEL LAKAH,)

)
Petitioners,)

)
For a judgment pursuant to Article 75 of)
the C.P.L.R. staying the arbitration)
commenced by)

)
UBS AG, EXPORTERS INSURANCE)
COMPANY, LTD., ARAB BANKING)
CORPORATION, NATIONAL BANK OF ABU)
DHABI and NATIONAL BANK OF OMAN,)

)
Respondents.)
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07-CV-2799 (LAP) (AJP)

ORDER

WHEREAS, Respondents herein commenced an arbitration proceeding in 2006 in the American Arbitration Association, International Centre for Dispute Resolution (ICDR No. No. 50 148 T 00251 06) in New York (the "Arbitration") against the petitioners herein, Ramy Lakah and Michel Lakah ("Petitioners"), and others pursuant to (1) the arbitration terms of the Indenture, dated as of December 8, 1999, among Lakah Funding Limited ("LFL"), the Holding Company for Financial Investments (Lakah Group) S.A.E ("HCFI"), Arab Steel Factory, S.A.E. ("ASF"), Trading Medical Systems Egypt, S.A.E. ("TMSE"), Medequip for Trading and Contracting, S.A.E. ("Medequip"), and The Bank of New York ("BoNY"), acting through its principal corporate trust office in New York City, as Trustee for the benefit of the bondholders (RTX 52) (the "Indenture"), and/or (2) the arbitration terms of the Regulation "S" Global Bond, Terms and

Conditions of the Bond (RTX 51) (the "Terms and Conditions of the Bond"), and/or (3) the arbitration terms of the Guarantee, dated as of December 8, 1999, made jointly and severally by each of HCFI, ASF, TMSE, and Medequip, to and in favor of BoNY, acting through its principal corporate trust office in New York City, as Trustee for the benefit of the bondholders (RTX 46) (the "Guarantee"), which arbitration terms are each substantively identical; and

WHEREAS, Petitioners commenced a proceeding in the New York Supreme Court for the County of New York to stay the Arbitration as against them individually; and

WHEREAS, Respondents timely removed that proceeding to this Court and filed a cross-petition under 9 U.S.C. §§ 4 and 206 seeking an order compelling Petitioners to arbitrate in the Arbitration; and

WHEREAS, this Court determined that it has jurisdiction under 9 U.S.C. § 203;

WHEREAS, there appeared to be an issue of fact as to the making of an arbitration agreement by the Petitioners, and there being no request for trial by jury, this Court scheduled a bench trial to begin on March 14, 2016; and

WHEREAS, at the request of Petitioners, the trial was adjourned to July 5, 2016; and

WHEREAS, on July 5, 2016, Petitioners moved to voluntarily dismiss their Petition with prejudice and thereafter to dismiss this proceeding as moot, and this Court on July 29, 2016 denied the Petitioners' motion except insofar as it granted the motion to permit the voluntary dismissal of their Petition with prejudice on the conditions that

(i) Respondents' cross-petition remained pending and (ii) the Court reserved judgment as to Respondents' request for attorneys' fees and costs (ECF No. 479); and

WHEREAS, this action was tried on July 5, 2016 by United States District Judge Loretta A. Preska, without a jury, to determine whether Petitioners are deemed parties to an arbitration agreement with the Respondents; and

WHEREAS, this Court thereupon filed its Findings of Fact and Conclusions of Law in that regard on February 14, 2017 (ECF No. 491),

IT IS HEREBY ORDERED that

1. The Respondents' cross-petition is granted; and
2. The Court adjudges and declares that Petitioners Ramy Lakah and Michel Lakah are each personally bound by the arbitration agreement in the Indenture; and
3. The Court adjudges and declares that Petitioners Ramy Lakah and Michel Lakah are each personally bound by the arbitration agreement in the Terms and Conditions of the Bond; and
4. The Court adjudges and declares that Petitioners Ramy Lakah and Michel Lakah are each personally bound by the arbitration agreement in the Guarantee; and
5. The Court orders that the Arbitration be held in New York City, New York, in accordance with the terms of the arbitration agreement in the Indenture, and/or the terms of the arbitration agreement in the Terms and Conditions of the Bond, and/or the terms of the arbitration agreement in the Guarantee; and

6. The Court orders Petitioner Ramy Lakah to proceed to arbitration in accordance with the terms of the arbitration agreement in the Indenture, and/or the terms of the arbitration agreement in the Terms and Conditions of the Bond, and/or the terms of the arbitration agreement in the Guarantee; and
7. The Court orders Petitioner Michel Lakah to proceed to arbitration in accordance with the terms of the arbitration agreement in the Indenture, and/or the terms of the arbitration agreement in the Terms and Conditions of the Bond, and/or the terms of the arbitration agreement in the Guarantee; and
8. This proceeding is STAYED pending completion of the Arbitration against the Petitioners; and
9. Petitioners shall pay Respondents' costs and disbursements of this proceeding.

SO ORDERED

Date: February 23, 2017



LORETTA A. PRESKA
UNITED STATES DISTRICT JUDGE

J.S