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**BEFORE AN ARBITRATOR
OF THE STATE ATHLETIC COMMISSION
STATE OF CALIFORNIA**

CEDRIC BOSWELL,

Boxer,

and

DANIEL GOOSSEN, President
GOOSSEN TUTOR PROMOTIONS,

Promoters.

Case No.: 061305-01

**ORDER OF DISMISSAL
OF ARBITRATION**

**TO: CEDRIC BOSWELL, Boxer, and DANIEL GOOSSEN, President,
GOOSSEN TUTOR PROMOTIONS, Promoter:**

On June 13, 2005, the arbitration petition of Daniel Goossen (Promoter) seeking release from his Manager contract with Daniel Goossen, President, Goossen Tutor Promotions (Promoters) was called for hearing at the hour of 1:00 p.m. at the Office of the Attorney General in Los Angeles, Commissioner June Griffith-Collison, Arbitrator. Both Promoter Goossen and the Matchmaker, Tom Brown, appeared with legal counsel, Nomi Castle, Esq. and John Dragonette. Boxer, Cedric Boswell, was not present despite having been served.

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1 Much of the evidence presented centered around the allegation of bad faith by
2 Promoter Goossen on the Boxer's (Boswell) part. The testimony and charts submitted by Mr.
3 Goossen support the proposition that Boxer Cedric Boswell had undergone two surgeries on his
4 shoulder and had been placed on medical suspension by the CSAC during the contract period.

5 In order for the Arbitrator to make the determination as to whether the contract should
6 be continued, more information needs to be submitted. The Commission recognizes that there is a
7 considerable benefit to allowing the parties to work out their differences in a constructive manner.

8 At the present time, the remainder of the contract extends until July 2006.

9 **ORDER TO MEET AND CONFER**

10 An Order to Meet and Confer was subsequently issued requiring the parties to meet
11 and confer in order to resolve their differences since they have successfully worked together for two-
12 thirds of the period of the contract. Additionally, in order for the Arbitrator to accurately ascertain
13 the true state of affairs concerning Boxer's injuries at the present time, up-to-date medical
14 information on the Boxer would be required.

15 Prior to that meeting, Boxer and Promoters were requested to do the following:

16 A. Boxer is to provide to Promoters a medical report which sets forth the results
17 of any medical examinations of Boxer's shoulder; the treatment plan proposed and the prognosis,
18 together with any referrals proposed. Additionally, Boxer is to provide the most recent copies of
19 blood tests he has taken within ten (10) days of the Order to Meet and Confer.

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1 B. Promoters were to provide Boxer with a written statement that sets out their
2 plan for development of Boxer's career over the next year of the contract, which addressed a strategy
3 for advancing boxer.

4 C. Boxer and Promoters were requested to provide the Arbitrator with a report
5 of the results of their meeting on or before August 2, 2005.

6 D. On August 4, 2005, the Athletic Commission was notified by Promoter that
7 Boxer had not complied with Order to Meet and Confer. Promoter provided documents
8 demonstrating his compliance efforts and attempt to arrange a meeting.

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ORDER

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To date, no communications or medical information has been received from Boxer. Without
any further information regarding the Boxer's medical condition, the Commission is unable to
resolve the issues raised by the arbitration. Accordingly, the arbitration is dismissed.

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DATED: August 24, 2005.

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JUNE GRIFFITH-COLLISON
State Athletic Commission
Arbitrator

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By 
JUNE GRIFFITH-COLLISON
State Athletic Commission
Commissioner

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1 Nomi L. Castle, (SBN 113636)
Matthew J. Luce (SBN 167381)
2 **CASTLE & ASSOCIATES**
1925 Century Park East, Suite 210
3 Los Angeles, California 90067-2712
Telephone (310) 286-3400
4

5 Attorneys for Plaintiff
GOOSSEN-TUTOR PROMOTIONS, LLC
6

7
8 **BEFORE AN ARBITRATOR**
9 **STATE ATHLETIC COMMISSION**
10 **STATE OF CALIFORNIA**
11

12 GOOSSEN-TUTOR PROMOTIONS, LLC) Case No.: 061305-01
13 Plaintiff,)
14 v.) **STATUS REPORT**
15 CEDRIC BOSWELL,)
16 Defendant.)
17)
18)
19)

20 GOOSSEN-TUTOR PROMOTIONS, LLC, (hereinafter referred to as "GTP") submits
21 the following Status Report:

22 **1. ORDER FROM ARBITRATOR.**

23 On June 29, 2005, the Arbitrator issued an order to meet and confer and produce,
24 requiring the following:

25 A. Defendant CEDRIC BOSWELL ("Boswell") was to provide GTP with the
26 medical reports with the results of any examination of his shoulder (including proposed
27 treatment plan, prognosis, and referrals) as well as a copy of his most recent blood test within
28 ten days.

1 B. The parties were to meet and confer within 30 days in an attempt to resolve the
2 matter without further intervention from the Arbitrator.

3 C. Prior to the meeting between the parties, GTP was to provide Boswell with a
4 written statement setting forth GTP's plan for development of Boswell's career over the next
5 year of the contract.

6 D. The parties were to submit a status report by August 2, 2005.

7 **2. BOSWELL OBLIGATION TO PROVIDE MEDICAL REPORTS AND BLOOD**
8 **TESTS.**

9 Boswell has failed to provide GTP with both his medical reports with the results of his
10 shoulder exam and his blood tests. On July 12, 2005, GTP sent a letter to Boswell, in which
11 GTP advised Boswell that he had not complied with the Arbitrator's order to provide medical
12 reports and blood tests. A true and correct copy of the letter sent on July 12, 2005 via Federal
13 Express is attached hereto as Exhibit A. As is clear from the Federal Express Confirmation,
14 Boswell received the letter personally. Nevertheless, Boswell has deliberately ignored the
15 Commission's directives and continues to rebuke GTP's efforts to resolve this dispute by
16 rejecting GTP's meet and confer efforts and by not providing the documents required pursuant
17 to the June 29, 2005 Order.

18 **3. MEET AND CONFER EFFORTS.**

19 In GTP's July 12, 2005 letter to Boswell (Exhibit A), GTP attempted to schedule a
20 meeting in which the parties could meet and confer in accordance with the Arbitrator's order.
21 As stated previously, GTP has a vested interest in resolving this dispute, as it has spent
22 several years attempting to further Boswell's career by providing him excellent fight
23 opportunities and advancing him almost double what was required under the promotion
24 agreement. However, continuing a pattern of refusing to communicate and disregarding his
25 obligations, Boswell has not responded to the letter and has not contacted GTP to make
26 arrangements to meet and confer.

27 **4. WRITTEN PLAN FOR DEVELOPMENT OF BOSWELL'S CAREER.**

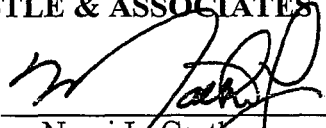
28 Despite Boswell's conscious refusal to provide the information required by the

1 Arbitrator, GTP has made every effort to comply with the June 29, 2005 Order. GTP's
2 written statement reflecting its plan for the development of Boswell's career over the next year
3 is attached hereto as Exhibit B. As stated in GTP's July 12, 2005 letter to Boswell, GTP was
4 prepared to provide the plan to Boswell as soon as he made arrangements to schedule a
5 meeting with GTP as ordered by the Arbitrator. However, since Boswell made no effort to
6 comply with the Commission's Order or to contact GTP following receipt of GTP's July 12,
7 2005 letter, the plan has not been sent to Boswell prior to this Status Report.

8 GTP submits that, due to Boswell's repeated breaches of the Promotion Agreement
9 and Addendum as well as his disregard of the Commission's Order, good cause exists to
10 extend the term of the Promotion Agreement for no less than the 22 months that Boswell has
11 ignored his contractual obligations. Unless the relief requested is granted, GTP's reasonable
12 expectations in entering the Promotion Agreement and Addendum will not be fulfilled, and
13 the Commission will have condoned Boswell's acts to prevent GTP from enjoying the benefits
14 of the bargain. Moreover, such a decision would undermine the trust necessary between
15 promoters and fighters and would provide a roadmap for future fighters to obtain the benefits
16 of the agreement (including advances against future fights) without ever intending to live up
17 to their end of the bargain.

18 Dated: August 1, 2005

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CASTLE & ASSOCIATES
By: 
Nomi L. Castle
Matthew J. Iuce
Attorneys for GOOSSEN TUTOR
PROMOTIONS, LLC

July 12, 2005

Via Overnight mail: Federal Express

Mr. Cedric Boswell
Boz Management
1244 Greenridge Lane
Lithonia, Georgia 30058

Dear Cedric:

In response to the California State Athletic Commissions request and in order to best resolve the dispute regarding the future promotion of your career, I would like to propose the following:

1. I would like to meet and discuss the issues with you as soon as possible. As you know, since we must report back to the Arbitrator by August 2, we need to meet in July. I am available to meet you on July 18 (Monday), July 19 (Tuesday), July 25 (Monday), or July 26 (Tuesday). If these dates are not convenient, please feel free to suggest alternative dates. My only prior commitments this month are a fight in Las Vegas this weekend and an event the following weekend.
2. Once a date has been scheduled, I will provide you with a plan in sufficient time for you to review it before our meeting.
3. I have not received your medical report indicating your shoulder exam and current blood tests, which was ordered by the Arbitrator to be provided by July 9.

If you have any questions, please let me know.

Sincerely,



Dan Goossen

cc: Matthew J. Luce

DG:im

EXHIBIT "A"



FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38118

U.S. Mail: PO Box 727
Memphis, TN 38194-4643
Telephone: 901-369-3600

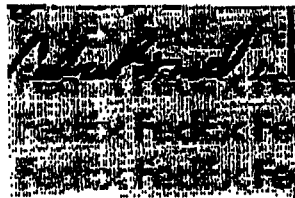
07/27/2005

Dear Customer:

The following is the proof of delivery you requested with the tracking number **837631532910**.

Delivery Information:

Status:	Delivered	Delivery location:	1244 GREENRIDGE LN
Signed for by:	C.BOSWELL	Delivery date:	Jul 13, 2005 12:28
Service type:	Standard Envelope		



Shipping Information:

Tracking number:	837631532910	Ship date:	Jul 12, 2005
Recipient:	CEDRIC BOSWELL 1244 GREENRIDGE LN 30058 US	Shipper:	IRMA MORENO SHE 91403 US
Reference			LETTER

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service
1.800.GoFedEx 1.800.463.3339

Boswell Plan

1. Goossen Tutor Promotions, LLC (GTP) would provide a Fox Sports Net Bout in September, October or November; whichever date you (Boswell) would be prepared to enter the ring. Boswell's purse would be determined as to the level of his opponent and placement on the card, but would be within the requirements and obligations of the Promotional Agreement.
2. Boswell would then be offered another bout within 45 to 60 days after his first bout. The same purse structure described above would be utilized.
3. The third bout should put Boswell in a position of a premium channel (HBO/Showtime) type of bout, which would greatly elevate the opposition and purse. The specific amount would depend upon the level of competition in the previous bouts as well as Boswell's performance. This bout would occur between 60 to 120 days from the previous bout.
4. With a victory in the premium channel bout, the purses and status should increase substantially⁽¹⁾.
5. If Boswell continues to win and is able to obtain the heavyweight championship of the world, the purses will range from a minimum of \$2 million to \$5 million.

⁽¹⁾ In James Toney's third bout with Goossen Tutor Promotions, we were required by contract to pay James Toney a minimum of \$60,000 for a premium bout; however, based upon our promotional skills and Toney's performance in his prior two bouts with Goossen Tutor, we were able to generate in excess of a \$2 million purse for Toney in his next immediate bout.

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PROOF OF SERVICE
1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1925 Century Park East, Suite 210, Los Angeles, California 90067.


On **August 2, 2005**, I served the foregoing document described as **STATUS REPORT** on the interested parties in this action by placing the true copies thereof enclosed in sealed envelope(s) addressed as follows:

SEE ATTACHED SERVICE LIST

[BY MAIL] I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation or postage meter date is more than one day after date of depositing for mailing in affidavit.

[STATE] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **August 2, 2005**, at Los Angeles, California.



Alma Friedrich

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SERVICE LIST

Goosen – Tutor Promotions, LLC v. Boswell
Case No. 061305-01

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Tel: (213) 897-8944

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Arbitrator
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