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BEFORE AN ARBITRATOR  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract  
Dispute Between:

**ARMANDO MEDELLIN CONTRERAS,  
Boxer**

**and**

**RUDY TELLEZ, Manager.**

Case No. **914 3/6**

**DECISION OF THE ARBITRATOR**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 9:00 a.m. on September 20, 2000 at the office of the Commission in Los Angeles pursuant to written notice to all parties. Earl R. Plowman, Deputy Attorney General acted as counsel to the Arbitrator. Armando Medellin Contreras, Licensed Boxer 13028 (Hereinafter "Boxer") appeared and represented himself. Mr. Contreras was assisted in his presentation by Leonel Contreras and Miguel Angel Gomez. Manager Rudy Tellez (Hereinafter "Manager") was present with witnesses Victor Pulido and Jim Montoya and prepared to proceed. Also present and sworn were Mr. Alex Martinez and Chief Inspector Dean Lohuis. Based upon the Notices to the parties, and following the taking of testimony of the parties and other witnesses under oath, and following receipt of documents in evidence and upon taking official notice

1 of the records and proceedings of the California State Athletic Commission and following  
2 submission of the parties of oral arguments on the evidence and due consideration  
3 thereof, the Arbitrator now makes the following:

4 FINDINGS OF FACT

5 1. Boxer and Manager were at the time of the making of the Boxer/Manager  
6 contract which is the subject of this arbitration, both licensed by the Commission and  
7 Boxer and Manager are currently licensed in California.

8 2. On June 2, 1999, Boxer and manager appeared before an official of the  
9 Commission in Los Angeles and executed a standard boxer/manager contract, the term of  
10 which was three (3) years. The contracts were approved by the Commission on or about  
11 June 14, 1999.

12 3. In or about June 2000, Boxer requested arbitration of the contract  
13 pursuant to Section C.4 of said agreement, but specifying no particular violations of either  
14 laws governing boxing or regulations of the Commission. Said request was submitted  
15 jointly with two other boxers who also contracted with Manager at different dates.

16 4. Thereafter the matter was set for hearing by written notice and continued  
17 initially at the request of Manager. The Arbitrator has determined that notice of the  
18 hearing date was properly given to both parties.

19 5. Boxer had an amateur record of 94 wins and 21 losses. Boxer is  
20 currently 21 years old and has an overall professional record of five wins, two losses and a  
21 draw with two of his wins by knock out. During the course of his contract with Manager,  
22 Boxer has had six bouts and was the winner in four of them. It was the testimony of Chief  
23 Inspector Lohuis that Boxer has potential in boxing, but that he needs further training.  
24 Boxer started out as a four round fighter and has currently reached the six round level with  
25 one bout at 10 rounds (which was a loss). Boxer is fighting at about 123 lbs.

26 6. Both Boxer and co-petitioner Miguel Angel Gomez  
27 testified to their dealings with Manager. Essentially both boxers complained that they  
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1 believed that Manager forced them to assume the costs of outfitting them with robes,  
2 trunks, shoes, mouthpieces and other equipment as well as paying their licensing and  
3 examination expenses. Both were adamant that they believed this was an obligation of  
4 managers in general.

5           7. Both Boxer and Mr. Gomez stated that they did  
6 not trust Manager and believed that he was unreasonable. Both stated that they believed  
7 that Manager had arranged bouts for them on short notice with opponents who were  
8 above their level in skill and experience. Both men stated that they would refuse to fight  
9 for Manager and that they would wait out the terms of their respective contracts, if need  
10 be.

11           8. Manager then testified to his work with both Boxer  
12 and with Mr. Gomez and that he had provided each of them with equipment. Manager  
13 produced receipts for robes, trunks, shoes and mouthpieces for both men. Manager  
14 testified that he was in the business of producing custom mouthpieces for boxers and  
15 other athletes and that he was well known in the boxing world for this work. Manager  
16 testified that while he did charge boxer and Mr. Gomez \$35.00 for their custom  
17 mouthpieces, the rate he charged them was far below the \$135.00 figure he regularly  
18 charged to do the same thing for boxers not managed by him. Manager testified that he  
19 was a conscientious manger and took pains to choose opponents for his fighters and that  
20 he had worked hard to develop the career of both boxer and Mr. Gomez. Manager  
21 testified that he placed the value of the contract he had with Boxer at \$2000, based upon  
22 the level of skill exhibited by him at this point in his career.

23           9. Chief Inspector Dean Lohuis testified that he was  
24 official before whom boxers and managers appeared to sign contracts and that he was very  
25 systematic in his explanations and admonitions to both as to what the duties and  
26 obligations were under a boxer-manager contract. He testified that while there were many  
27 variations on the obligations of boxers and managers, who was responsible for paying for  
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1 equipment, examinations and licensure, these obligations were not set in law or regulation  
2 and in some cases managers paid these expenses but that unless something was  
3 specifically said in the contract, it was not necessarily industry practice or custom that a  
4 manager was obligated to pay for such items. Chief Inspector Lohuis said that he believed  
5 that this was something he mentioned in his discussions with boxers and managers at the  
6 time they signed contracts.

7 10. Mr. Martinez testified that as a promoter he was  
8 familiar with Manager and had arranged with him for boxers to fight on his cards. Mr.  
9 Martinez described Manager as "picky" in terms of opponents for his boxers and very  
10 experienced in ascertaining who would be a good opponent for one of his boxers.

11 11. Mr. Montoya testified that he was a matchmaker and  
12 cornerman that he was familiar with both boxer and Mr. Gomez, as well as with manager.  
13 Mr. Montoya verified that he had been paid monies by manager for trunks, robes and shoes  
14 for both men. Mr. Montoya testified that he had long experience in boxing and that neither  
15 boxer nor Mr. Gomez understood the nature of boxing sufficiently. Mr. Montoya opined  
16 that manager had always acted in the best interests of both men and that it was only their  
17 inexperience that prevented them from seeing this. Mr. Montoya stated that he believed  
18 that manager had correctly chosen fights for boxer and Mr. Gomez and that if permitted to  
19 do so, would help both to develop their careers to the extent possible.

20 12. On rebuttal boxer and Mr. Gomez both reiterated that they felt that their  
21 relationship with manager was oppressive and that they would continue to refuse to fight  
22 for manager even if it meant waiting out the term of the current boxer manager contract.

#### 23 DETERMINATION OF ISSUES

24 1. The Arbitrator has jurisdiction over the parties and over the subject matter  
25 of the arbitration and pursuant to the boxer-manager contract between the parties thereto,  
26 may issue an appropriate order.

27 2. The boxer has not met his burden of proving that the manager has  
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1 engaged in illegal conduct in violation of the laws and regulations of the Commission which  
2 would establish legal cause for issuance of an order terminating the contract.

3 3. However, the evidence has established that the  
4 personal relationship between the boxer and manager has deteriorated to the point where  
5 an impasse exists has been created which is not good for either party or for boxing in  
6 general.

7 4. A boxer-manager contract by its very nature is a contract for the  
8 performance of personal services and contains an implied covenant and promise by both  
9 parties of good will and mutual cooperation, which in this case has been frustrated. The  
10 boxer and manager are presently incompatible to the extent that it would be contrary to the  
11 best interests of boxing and the boxer to force him to remain under contract until the  
12 expiration of the term. It is therefore consistent with the best interests of boxing and the  
13 boxer to allow the boxer to terminate the current contract upon terms and conditions  
14 which are fair, just and equitable.

15 5. The manager has testified that reasonable costs  
16 incurred by him to the present time as well as the likelihood of reimbursement from  
17 boxer's future purses is the sum of \$2000. This amount is found to be fair, just and  
18 equitable and can either be paid by boxer or any future manager or may come from boxer's  
19 purses.

20 6. Based on the foregoing, the Arbitrator hereby issues the following:

21 ORDER

22 1. The boxer manager contract between Armando Medellin Contreras,  
23 Licensed Boxer LB 13028 and Manager Rudy Tellez which was signed on June 2, 1999 is  
24 ordered to be terminated. Boxer shall pay to manager the sum of \$2000.00

25 2. Payment of the \$2000.00 shall be accomplished  
26 by the Commission withholding one-third of each future purse earned by the boxer in  
27 California, or by the commission in any sister jurisdiction which recognizes the California  
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1 Commission, and causing the same to be paid to Rudy Tellez until the balance called for in  
2 this order is paid in full. Upon the effective date of this decision, the Commission shall  
3 release to Manager Tellez the proceeds of any manager's share of any purses which have  
4 been withheld pending determination of the requested arbitration.

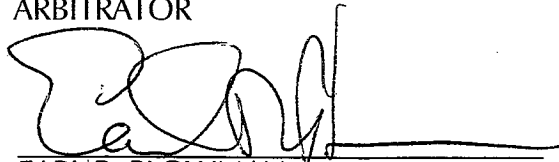
5           3. Should the boxer seek to obtain another manager at any time prior to the  
6 full payment or satisfaction of the award, the entire unpaid balance, if any exists at that  
7 time, shall be due and owing and some accommodation shall be made before the boxer will  
8 be permitted to enter into a new boxer-manager relationship in California or in any  
9 jurisdiction which recognizes the lawful orders of the California Commission and the new  
10 manager acknowledge that he or she has been provided with a copy of this decision.

11           4. Boxer and any new manager he obtains shall truthfully report to the  
12 Commission the amount of money actually paid to him for each bout wherever it takes  
13 place and the failure to accurately and truthfully report and account for purse monies will  
14 constitute grounds to suspend the license of boxer as well as the license of any future  
15 manager of boxer or any promoter who falsely reports amounts of purse money in any bout  
16 agreement or in any bout in which Boxer participates.

17 This Decision shall become effective on February 1, 2001.

18           DATED: July 18, 2001

19  
20           ROB LYNCH, EXECUTIVE OFFICER  
21           STATE ATHLETIC COMMISSION  
22           ARBITRATOR

23           

24           EARL R. PLOWMAN  
25           Deputy Attorney General

26           Attorney for Arbitrator  
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**DECLARATION OF SERVICE BY MAIL**

Case Name: **Armando M. Contreras, Boxer and Rudy Tellez, Manager**

No.: 914 3/6

I declare:

I am employed in the County of Los Angeles, California. I am 18 years of age or over and not a party to the within entitled cause; my business address is 300 South Spring Street, Los Angeles, California 90013.

On **January 19, 2000**, I served the attached: **DECISION OF THE ARBITRATOR** in said cause, by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General, 300 South Spring Street, Los Angeles, California 90013, for deposit in the United States Postal Service mail that same day in the ordinary course of business, in a sealed envelope, postage fully postpaid, addressed as follows:

Armando Contreras  
13902 Larwin Road  
La Mirada, CA 90638

Rudolph Tellez  
2314 W. Main Street  
Alhambra, CA 91801

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

I declare under penalty of perjury the foregoing is true and correct, and this declaration was executed at Los Angeles, California, on **January 19, 2001**.

GAIL C. GRIFFITH

Typed Name

Gail C. Griffith  
Signature

E.R.PLOWMAN:gg

1 DANIEL E. LUNGREN, Attorney General  
ANNE L. MENDOZA, Deputy Attorney General  
2 300 South Spring Street  
Los Angeles, CA 90013  
3 Telephone: (213) 897-2569

4 Attorneys for Arbitrator

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BEFORE  
AN ARBITRATOR OF THE  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

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11 In the Matter of the Arbitration ) No. 97-2  
of the Contract Dispute Between: )  
12 MIGUEL MARTINEZ, Boxer ) DECISION OF THE  
13 and ) ARBITRATOR  
14 )  
FRANCISCO ESPINOSA, Co-Manager )  
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Miguel Martinez ("Boxer") notified the State Athletic Commission ("Commission") that a dispute existed between him and his manager, Francisco Espinosa ("Manager") concerning their five (5) year boxer-manager contract entered into on September 26, 1994 currently on file with the Commission. The boxer-manager contract is effective from October 24, 1994 through September 25, 1999. The Boxer requested the Commission arbitrate the dispute pursuant to paragraph C.4 of the boxer-manager contract. Commission Vice-Chairman Ernest H. Weiner was the arbitrator appointed by the Commission to hear the matter. Anne L. Mendoza, Deputy Attorney General, acted as legal counsel for the arbitrator. Commissioner Manuel "Cal" Soto acted as an



1 interpreter for the Boxer. An arbitration hearing was held on  
2 May 29, 1997, at the Commission's Los Angeles office at 5757 West  
3 Century Boulevard, Los Angeles, California. The Boxer and  
4 Manager appeared in person and represented themselves. Evidence,  
5 both oral and documentary, was presented and the record left open  
6 for presentation of documents by the parties hereto. Those  
7 documents having been received, they are made a part of the  
8 record.

9 Official notice is taken of the records on file with  
10 the Commission.

11 Based on the evidence presented and records on file  
12 with the Commission, the arbitrator now makes the following:

13 FINDINGS OF FACT

14 1. At all times pertinent herein, the Manager was  
15 licensed as a manager in California by the Commission. At all  
16 times pertinent herein, the Boxer was licensed as a professional  
17 boxer in California by the Commission.

18 2. On September 26, 1994, the Boxer and Manager  
19 entered into a five (5) year contract ("boxer-manager contract").  
20 Said contract was filed with and approved by the Commission on  
21 October 24, 1994.

22 3. For personal reasons not at all related to the  
23 Manager's contractual obligations to the Boxer, the Boxer wishes  
24 to be released from all contractual obligations to the Manager  
25 over the Manager's objection. In fact, the Boxer refuses to work  
26 with the Manager.

27 4. The Boxer, who is 26 years-old, currently holds a

1 Latin American title and has an exciting fight style. The  
2 Boxer's record is 38 wins, 12 losses, and 1 draw with 29 wins by  
3 knock-out. Until very recently, the Boxer was ranked in the top  
4 echelon of fighters.

5 5. From September 1994 through December 1996, the  
6 Manager secured 11 fights for the Boxer, which fights included 6  
7 title bouts. The purses for the California fights alone amounted  
8 to \$46,000.00. Collectively, the purses for these 11 fights  
9 approximated \$70,000.00.

10 6. Pursuant to the boxer-manager contract, the Manager  
11 is entitled to one-third (33 1/3%) of the Boxer's purses earned  
12 through September 25, 1999.

13 \* \* \* \* \*

14 Based on the foregoing Findings of Fact, the arbitrator  
15 makes the following:

16 DETERMINATION OF ISSUES

17 1. The Manager has committed no breach of the boxer-  
18 manager contract.

19 2. The relationship between the Boxer and Manager has  
20 deteriorated to the point where the boxer-manager contract should  
21 be terminated and reasonable compensation awarded the Manager.

22 \* \* \* \* \*

23 WHEREFORE, the following Decision, Order, and Award is  
24 made:

25 1. The boxer-manager contract is terminated.

26 2. Miguel Martinez shall pay to Francisco Espinosa one  
27 third (33 1/3%) of all future purses earned by him through and

1 including September 25, 1999.

2 3. For all future purses earned by Miguel Martinez  
3 through and including September 25, 1999 which purses are earned  
4 in California or any jurisdiction that recognizes the Commission,  
5 the Commission shall withhold or cause to be withheld one third  
6 (33 1/3%) of each such purse and cause the same to be paid to  
7 Francisco Espinosa. Should Miguel Martinez obtain a manager at  
8 any time through and including September 25, 1999, the amounts of  
9 Miguel Martinez' purses withheld or caused to be withheld by the  
10 Commission on behalf of Francisco Espinosa shall be in addition  
11 to any other managerial shares owed by Miguel Martinez.

12 4. The Commission shall release to Francisco Espinosa  
13 all disputed managerial portions of Miguel Martinez' purses  
14 withheld by the Commission pending this arbitration.

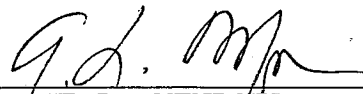
15 \* \* \* \* \*

16 This decision shall become effective on June 30, 1997.

17  
18 Dated: June 12, 1997

ERNEST H. WEINER, Vice-Chairman  
State Athletic Commission  
Arbitrator

19  
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21 By

  
\_\_\_\_\_  
ANNE L. MENDOZA,  
Deputy Attorney General

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23 Attorney for Arbitrator  
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DECLARATION OF SERVICE

Case Name: In the Matter of the Arbitration  
of the Contract Dispute Between:  
**MIGUEL MARTINEZ, Boxer and**  
**FRANCISCO ESPINOSA, Co-Manager**

No.: 97-2

I declare:

I am employed in the County of Los Angeles, California. I am 18  
years of age or older and not a party to the within entitled  
cause; my business address is 300 South Spring Street, 5th Floor,  
Los Angeles, California 90013.

On June 13, 1997, I served the attached

**DECISION OF THE ARBITRATOR**

by placing a true copy thereof enclosed in a sealed envelope with  
postage thereon fully prepaid, in the United States mail at  
Los Angeles, California, addressed as follows:

MIGUEL MARTINEZ  
2740 1/2 Cincinnati Street  
Los Angeles, CA 90033

FRANCISCO ESPINOSA  
2729 Brooklyn Avenue  
Los Angeles, CA 90053

ROB LYNCH  
STATE ATHLETIC COMMISSION  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825-3217

DEAN LOHUIS  
STATE ATHLETIC COMMISSION  
5757 West Century Boulevard, Suite 16  
Los Angeles, CA 90045

I declare under penalty of perjury the foregoing is true and  
correct and that this declaration was executed on June 13, 1997  
at Los Angeles, California.

CAROLYN VILLAREAL



Signature

ALM:cv  
a:\martinez.pos

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DECLARATION OF SERVICE

Case Name: In the Matter of the Arbitration  
of the Contract Dispute Between:  
**MIGUEL MARTINEZ, Boxer and**  
**FRANCISCO ESPINOSA, Co-Manager**

No.: 97-2

I declare:

I am employed in the County of Los Angeles, California. I am 18  
years of age or older and not a party to the within entitled  
cause; my business address is 300 South Spring Street, 5th Floor,  
Los Angeles, California 90013.

On June 13, 1997, I served the attached

**DECISION OF THE ARBITRATOR**

by placing a true copy thereof enclosed in a sealed envelope with  
postage thereon fully prepaid, in the United States mail at  
Los Angeles, California, addressed as follows:

WILLIAM E. EASTMAN  
c/o Pleasanton Police Department  
P.O. Box 909  
Pleasanton, CA 94566

ERNEST H. WEINER  
121 Steuart Street, Suite 405  
San Francisco, CA 94105

I declare under penalty of perjury the foregoing is true and  
correct and that this declaration was executed on June 13, 1997  
at Los Angeles, California.

CAROLYN VILLAREAL



Signature

ALM:cv  
a:\martinz2.pos

Pls. serve copies by regular mail on

Miguel Martinez  
2740 1/2 Cincinnati Street  
Los Angeles, CA 90033

Franciso Espinosa  
2729 Brooklyn Avenue  
Los Angeles, CA 90053

Rob Lynch  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825-3217

Dean Lohuis  
State Athletic Commission  
5757 West Century Boulevard, Suite 16  
Los Angeles, CA 90045

Pls. bcc:

William E. Eastman  
c/o Pleasanton Police Department  
P.O. Box 909  
Pleasanton, CA 94566

Ernest H. Weiner  
121 Steuart Street, Suite 405  
San Francisco, CA 94105

1  
2 **BEFORE AN ARBITRATOR OF THE**  
3 **STATE ATHLETIC COMMISSION**  
4 **STATE OF CALIFORNIA**

5 In the Matter of the Arbitration )  
6 of Contract Dispute Between: )  
7 DANIEL PEREZ, Boxer )  
8 and )  
9 ANDREW BARBOSA, Manager )  
10

**No. 98-2**

**DECISION OF THE**  
**ARBITRATOR**

11 In or about April 30, 1997, the parties executed a standard  
12 five (5) year boxer-manager contract between Daniel Perez (aka  
13 Daniel "Danny Boy" Perez), hereinafter the "boxer," and Andrew  
14 Barbosa, hereinafter the "manager." Said contract was approved  
15 by and is on file with the Commission. On December 15, 1997 the  
16 boxer requested arbitration of disputes concerning the boxer-  
17 manager contract approved by and on file with the State Athletic  
18 Commission ("Commission"). A copy of the contract and the  
19 boxer's request for arbitration was attached to the Notice of  
20 Arbitration Hearing which was served on the parties by mail at  
21 their addresses of record for their licenses.

22 The arbitration hearing in the above entitled matter was  
23 convened before the arbitrator appointed by the Commission,  
24 Robert Rosenthal, Esq. a member of the Commission, on July 21,  
25 1998, commencing at 10:30 a.m. at the Athletic Commission's Los  
26 Angeles office at 5757 W. Century Blvd., #16, Los Angeles,  
27 California pursuant to notice. Earl R. Plowman, Deputy Attorney

1 Manager appeared in person and represented themselves.

2 Based on the evidence presented in the form of oral and  
3 written testimony and records on file with the Commission, of  
4 which official notice is taken by the arbitrator, the arbitrator  
5 now makes the following:

6 FINDINGS OF FACT

7 1. Both the boxer and the manager are currently  
8 licensed by the Commission.

9 2. Both the boxer and the manager were given proper  
10 notice of the request for arbitration and the date time and place  
11 set for the arbitration .

12 3. The boxer and the manager have known one another  
13 for many years and each has a great deal of respect for the  
14 talents and abilities of the other. However, in addition to  
15 their activities as licensed boxer and manager, each has other  
16 employment and this has led to conflicts in the availability of  
17 the manager to work with and train boxer. In turn, the demands  
18 of his other employment require boxer to train at a time when  
19 manager is not normally available nor is manager's gym open at  
20 that time.

21 4. While the arbitrator finds that the manager has  
22 not engaged in any actionable conduct which would demonstrate a  
23 clear legal ground to terminate the contract, the scheduling  
24 conflicts of boxer and manager have created a situation which is  
25 not good for either boxer or manager and it is in the best  
26 interests of boxing to terminate the contract.

27 5. During the term of the boxer-manager contract now





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ORDER

The boxer-manager contract between boxer Daniel (Danny Boy) Perez, and manager Andrew Barbosa, which was signed by the parties on April 30, 1997, is terminated.

The boxer shall compensate the manager in the amount of \$150.00 and provide proof to the Commission by copy of the check or a signed receipt from Manager being sent to the Commission at its office in Sacramento within 30 days from the effective date of this order.

All purses currently being held by the Commission by reason of this request for arbitration shall be released to the manager at once.

This decision shall become effective the 27th day of August, 1998.

DATED: August 6, 1998

ROBERT ROSENTHAL, ESQ. COMMISSIONER  
State Athletic Commission  
Arbitrator

By Earl R. Plowman  
EARL R. PLOWMAN  
Deputy Attorney General  
Arbitrator's Attorney

DECLARATION OF SERVICE BY MAIL

Re: DANIEL PEREZ and ANDREW BARBOSA, Mgr.;

98-2

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

Andrew Barbosa  
12020 Downey Avenue, #18  
Downey, CA 90242

Daniel Perez  
6145 Bonfair  
Lakewood, CA 90712

Dean Lohuis  
State Athletic Commission  
5757 W. Century Blvd., Suite 16  
Los Angeles, CA 90045

Robert Rosenthal, Commissioner  
State Athletic Commission  
2040 Avenue of the Stars  
4th Floor  
Los Angeles, CA 90867

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on August 7, 1998, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 7, 1998 at Los Angeles, California.

  
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GAIL C. GRIFFITH  
Declarant

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

In the Matter of the Arbitration )  
of Contract Dispute Between: )  
JESSE MAGANA, Boxer )  
and )  
MARTIN HIGUERA, Manager )  
\_\_\_\_\_ )

**No. 98-6**

**DECISION OF THE  
ARBITRATOR**

In or about April 25, 1995, the parties executed a standard boxer-manager contract between Jesse Magana, hereinafter the "boxer," and Jose Hernandez and Martin Higuera, hereinafter "co-managers." Said contract was approved by and is on file with the Commission.

In 1997 the boxer asked for an arbitration hearing at which Co-Manager, Jose Hernandez was removed from the contract pursuant to a decision of a Commission arbitrator. This decision left Martin Higuera as the sole manager of boxer, but with obligations to pay monies to Jose Hernandez.

On October 13, 1998 the boxer requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the State Athletic Commission ("Commission"). A copy of the contract and the boxer's request for arbitration was

1 attached to the Notice of Arbitration Hearing which was served on  
2 the parties by mail on November 23, 1998 at their addresses of  
3 record for their licenses.

4 The arbitration hearing in the above entitled matter was  
5 convened before the arbitrator appointed by the Commission, Rob  
6 Lynch, Executive Officer of the Commission, on December 9, 1998,  
7 commencing at 11:00a.m. at the Athletic Commission's Los Angeles  
8 office at 5757 W. Century Blvd., #16, Los Angeles, California  
9 pursuant to written notice served on the parties by mail at their  
10 addresses of record. Earl R. Plowman, Deputy Attorney General  
11 served as counsel to the Arbitrators. Boxer and former Co-  
12 Manager Jose Hernandez appeared in person. There was no  
13 appearance by or on behalf of Manager Martin Higuera. Boxer  
14 testified that he believed that manager was aware of the hearing  
15 based upon boxer's efforts to contact manager.

16 Both oral and documentary evidence was received and  
17 considered by the arbitrator. Based on the evidence presented in  
18 the form of oral and written testimony and records on file with  
19 the Commission, of which official notice is taken by the  
20 arbitrator, the arbitrator now makes the following:

21 FINDINGS OF FACT

22 1. The boxer and manager are currently licensed by  
23 the Commission; however it is noted that during the pendency of  
24 the boxer-manager contract, on June 2, 1998 boxer was suspended  
25 from fighting by the Commission for failure to comply with the  
26 order of the Commission arising from the prior arbitration which  
27 mandated payment of 6.5% of all of boxer's purses to Mr.

1 Hernandez through April 24, 2000. Boxer fought on two occasions  
2 in Mexico and failed to make the required payments to Mr.  
3 Hernandez.

4           2. The suspension of boxer's license was lifted by  
5 the Commission in November, 1998 following the filing of an  
6 agreement between boxer and Mr. Hernandez to pay Mr. Hernandez as  
7 it was considered in the best interests of all parties to keep  
8 boxer working. As a result of information received by the  
9 Commission about the failure by manager to pay Mr. Hernandez, his  
10 license as a manager was suspended as well. Said suspension  
11 remains in effect.

12           3. Both the boxer and the manager were given proper  
13 notice of the request for arbitration and the date time and place  
14 set for the arbitration.

15           4. Boxer continues to be ranked as a world class  
16 boxer and the findings of the 1997 arbitration in this regard are  
17 reincorporated

18           5. Boxer seeks termination of his contract with  
19 Manager Higuera, citing dishonesty and fraud on the part of Mr.  
20 Higuera together with what he believes to be inadequate interest  
21 by Mr. Higuera in Boxer's professional career. Boxer testified  
22 that due to Mr. Higuera's failure to pay monies to Mr. Hernandez,  
23 the boxer's license was suspended. He testified that Mr. Higuera  
24 was well aware of the order that Mr. Hernandez was supposed to be  
25 paid a percentage of the manager's share of all purses and that  
26 Mr. Higuera deliberately avoided that obligation. Boxer also  
27 testified that manager repeatedly failed to keep him informed

1 about fights and that he had traveled long distances on a couple  
2 of occasions only to be told that a fight had been cancelled or  
3 changed and that Mr. Higuera had failed to tell him of the  
4 change.

5 DETERMINATION OF ISSUES

6 1. The arbitrator has jurisdiction of both the  
7 parties and of the subject matter and may issue an appropriate  
8 order pursuant to the contract between the parties.

9 2. The boxer in his testimony has met his burden of  
10 proving that Manager Higuera has engaged in dishonest conduct  
11 which would establish legal cause for termination of their  
12 contract. Specifically, the failure to account for the manager's  
13 share owed to Mr. Hernandez from the fights in Mexico is  
14 dishonest and a violation of an arbitration order from a prior  
15 case in which Mr. Higuera was a party.

16 3. The testimony of Boxer about the inability to  
17 reach Mr. Higuera to discuss Boxer's career and to keep Boxer up  
18 to date on fights does indicate that a problem exists and is  
19 also an indication that there is substance to the allegations of  
20 a lack of interest in Boxer's career.

21 ORDER

22 1. The boxer-manager contract between boxer Jesse  
23 Magana and Manager Martin Higuera, which was signed by the  
24 parties on April 25, 1995 is ordered terminated.

25 2. Boxer shall bear the responsibility for the order  
26 of the prior arbitration, which was to pay to Jose Hernandez the  
27 33 1/3 % managers share in each of his next four (4) fights. If

1 he has not done complied with this condition, then boxer shall  
2 provide proof to the Commission that this obligation was  
3 satisfied. Thereafter, Mr. Hernandez shall be paid 6 1/2 % of  
4 the Boxer's purses through and including April 24, 2000.

5           3. Payment of the amounts called for in this order  
6 shall be accomplished by the Commission withholding the one-third  
7 manager's share of each of the next four (4) future purses earned  
8 by the boxer in California, or by the Athletic Commission in any  
9 sister jurisdiction which recognizes the California Commission,  
10 and causing the same to be paid to Jose Hernandez, if this has  
11 not already been done.

12           After these four fights, until April 24, 2000, the  
13 Commission, or the Commission of a sister jurisdiction  
14 recognizing the California Commission's order, shall divide the  
15 managers share of the purse and withhold 6 1/2% of the total  
16 purse and cause it to be paid to Mr. Hernandez. The remaining 26  
17 1/2% shall be the manager's share paid to boxer until boxer has a  
18 new manager.

19           4. Should the Boxer seek to obtain another  
20 manager at any time prior to April 24, 2000, satisfaction of the  
21 award, or the remaining obligation, if any exists, shall continue  
22 to be due and owing, and some accommodation must be made before  
23 the Boxer will be permitted to enter into a new boxer-manager  
24 relationship in California or in any jurisdiction which  
25 recognizes the lawful orders of the California Commission.

26           5. The staff of the Commission is ordered to  
27 report to the arbitrator, in advance, of any proposed California



1 boxer-manager contract that the Boxer may wish to enter before  
2 satisfaction of the award specified herein so that the arbitrator  
3 may review the same.

4 This decision shall become effective on the 30th day of  
5 April, 1999.

6 DATED: Apr 19, 1999

7 ROB LYNCH, Executive Officer  
8 State Athletic Commission  
9 Arbitrator

10 By Earl R. Plowman  
11 EARL R. PLOWMAN  
12 Deputy Attorney General  
13 Arbitrator's Attorney  
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DECLARATION OF SERVICE BY MAIL

Re: JESSE MAGANA and MARTIN HIGUERA; No. 98-6

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached

DECISION OF THE ARBITRATOR

on each of the following, by placing same in an envelope addressed as follows:

Jesse Magana  
232 Reagan Way  
Hanford, CA 93230

Martin Higuera  
1281 Temple Drive  
Hanford, CA 93230

Joe Hernandez  
2003 E. Vernon Avenue  
Los Angeles, CA 90058

Dean Lohuis  
State Athletic Commission  
5757 Century Blvd., Ste. 16  
Los Angeles, CA 90045

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Ste. 33  
Sacramento, CA 95825-3217

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on April 21, 1999 sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 21, 1999, at Los Angeles, California.



GAIL C. GRIFFITH  
Declarant

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

In the Matter of the Arbitration )  
of Contract Dispute Between: )  
JESSE MAGANA, Boxer )  
and )  
MARTIN HIGUERA, Manager )  
\_\_\_\_\_ )

**No. 98-6**

**DECISION OF THE  
ARBITRATOR**

In or about April 25, 1995, the parties executed a standard boxer-manager contract between Jesse Magana, hereinafter the "boxer," and Jose Hernandez and Martin Higuera, hereinafter "co-managers." Said contract was approved by and is on file with the Commission.

In 1997 the boxer asked for an arbitration hearing at which Co-Manager, Jose Hernandez was removed from the contract pursuant to a decision of a Commission arbitrator. This decision left Martin Higuera as the sole manager of boxer, but with obligations to pay monies to Jose Hernandez.

On October 13, 1998 the boxer requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the State Athletic Commission ("Commission"). A copy of the contract and the boxer's request for arbitration was

1 attached to the Notice of Arbitration Hearing which was served on  
2 the parties by mail on November 23, 1998 at their addresses of  
3 record for their licenses.

4 The arbitration hearing in the above entitled matter was  
5 convened before the arbitrator appointed by the Commission, Rob  
6 Lynch, Executive Officer of the Commission, on December 9, 1998,  
7 commencing at 11:00a.m. at the Athletic Commission's Los Angeles  
8 office at 5757 W. Century Blvd., #16, Los Angeles, California  
9 pursuant to written notice served on the parties by mail at their  
10 addresses of record. Earl R. Plowman, Deputy Attorney General  
11 served as counsel to the Arbitrators. Boxer and former Co-  
12 Manager Jose Hernandez appeared in person. There was no  
13 appearance by or on behalf of Manager Martin Higuera. Boxer  
14 testified that he believed that manager was aware of the hearing  
15 based upon boxer's efforts to contact manager.

16 Both oral and documentary evidence was received and  
17 considered by the arbitrator. Based on the evidence presented in  
18 the form of oral and written testimony and records on file with  
19 the Commission, of which official notice is taken by the  
20 arbitrator, the arbitrator now makes the following:

21 FINDINGS OF FACT

22 1. The boxer and manager are currently licensed by  
23 the Commission; however it is noted that during the pendency of  
24 the boxer-manager contract, on June 2, 1998 boxer was suspended  
25 from fighting by the Commission for failure to comply with the  
26 order of the Commission arising from the prior arbitration which  
27 mandated payment of 6.5% of **all** of boxer's purses to Mr.

1 Hernandez through April 24, 2000. Boxer fought on two occasions  
2 in Mexico and failed to make the required payments to Mr.  
3 Hernandez.

4           2. The suspension of boxer's license was lifted by  
5 the Commission in November, 1998 following the filing of an  
6 agreement between boxer and Mr. Hernandez to pay Mr. Hernandez as  
7 it was considered in the best interests of all parties to keep  
8 boxer working. As a result of information received by the  
9 Commission about the failure by manager to pay Mr. Hernandez, his  
10 license as a manager was suspended as well. Said suspension  
11 remains in effect.

12           3. Both the boxer and the manager were given proper  
13 notice of the request for arbitration and the date time and place  
14 set for the arbitration.

15           4. Boxer continues to be ranked as a world class  
16 boxer and the findings of the 1997 arbitration in this regard are  
17 reincorporated

18           5. Boxer seeks termination of his contract with  
19 Manager Higuera, citing dishonesty and fraud on the part of Mr.  
20 Higuera together with what he believes to be inadequate interest  
21 by Mr. Higuera in Boxer's professional career. Boxer testified  
22 that due to Mr. Higuera's failure to pay monies to Mr. Hernandez,  
23 the boxer's license was suspended. He testified that Mr. Higuera  
24 was well aware of the order that Mr. Hernandez was supposed to be  
25 paid a percentage of the manager's share of all purses and that  
26 Mr. Higuera deliberately avoided that obligation. Boxer also  
27 testified that manager repeatedly failed to keep him informed

1 about fights and that he had traveled long distances on a couple  
2 of occasions only to be told that a fight had been cancelled or  
3 changed and that Mr. Higuera had failed to tell him of the  
4 change.

#### 5 DETERMINATION OF ISSUES

6 1. The arbitrator has jurisdiction of both the  
7 parties and of the subject matter and may issue an appropriate  
8 order pursuant to the contract between the parties.

9 2. The boxer in his testimony has met his burden of  
10 proving that Manager Higuera has engaged in dishonest conduct  
11 which would establish legal cause for termination of their  
12 contract. Specifically, the failure to account for the manager's  
13 share owed to Mr. Hernandez from the fights in Mexico is  
14 dishonest and a violation of an arbitration order from a prior  
15 case in which Mr. Higuera was a party.

16 3. The testimony of Boxer about the inability to  
17 reach Mr. Higuera to discuss Boxer's career and to keep Boxer up  
18 to date on fights does indicate that a problem exists and is  
19 also an indication that there is substance to the allegations of  
20 a lack of interest in Boxer's career.

#### 21 ORDER

22 1. The boxer-manager contract between boxer Jesse  
23 Magana and Manager Martin Higuera, which was signed by the  
24 parties on April 25, 1995 is ordered terminated.

25 2. Boxer shall bear the responsibility for the order  
26 of the prior arbitration, which was to pay to Jose Hernandez the  
27 33 1/3 % managers share in each of his next four (4) fights. If

1 he has not done complied with this condition, then boxer shall  
2 provide proof to the Commission that this obligation was  
3 satisfied. Thereafter, Mr. Hernandez shall be paid 6 1/2 % of  
4 the Boxer's purses through and including April 24, 2000.

5           3. Payment of the amounts called for in this order  
6 shall be accomplished by the Commission withholding the one-third  
7 manager's share of each of the next four (4) future purses earned  
8 by the boxer in California, or by the Athletic Commission in any  
9 sister jurisdiction which recognizes the California Commission,  
10 and causing the same to be paid to Jose Hernandez, if this has  
11 not already been done.

12           After these four fights, until April 24, 2000, the  
13 Commission, or the Commission of a sister jurisdiction  
14 recognizing the California Commission's order, shall divide the  
15 managers share of the purse and withhold 6 1/2% of the total  
16 purse and cause it to be paid to Mr. Hernandez. The remaining 26  
17 1/2% shall be the manager's share paid to boxer until boxer has a  
18 new manager.

19           4. Should the Boxer seek to obtain another  
20 manager at any time prior to April 24, 2000, satisfaction of the  
21 award, or the remaining obligation, if any exists, shall continue  
22 to be due and owing, and some accommodation must be made before  
23 the Boxer will be permitted to enter into a new boxer-manager  
24 relationship in California or in any jurisdiction which  
25 recognizes the lawful orders of the California Commission.

26           5. The staff of the Commission is ordered to  
27 report to the arbitrator, in advance, of any proposed California

1 boxer-manager contract that the Boxer may wish to enter before  
2 satisfaction of the award specified herein so that the arbitrator  
3 may review the same.

4 This decision shall become effective on the 30th day of  
5 April, 1999.

6 DATED: Apr 19, 1999

7 ROB LYNCH, Executive Officer  
8 State Athletic Commission  
Arbitrator

9  
10 By Earl R. Plowman  
11 EARL R. PLOWMAN  
Deputy Attorney General  
12 Arbitrator's Attorney  
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DECLARATION OF SERVICE BY MAIL

Re: JESSE MAGANA and MARTIN HIGUERA; No. 98-6

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached

DECISION OF THE ARBITRATOR

on each of the following, by placing same in an envelope addressed as follows:

Martin Higuera  
1281 Tempe Drive  
Hanford, CA 93230

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on April 26, 1999 sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 26, 1999, at Los Angeles, California.



GAIL C. GRIFFITH  
Declarant

# FILE

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

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In the Matter of the Arbitration )  
of Contract Dispute Between: )  
JESSE MAGANA, Boxer )  
and )  
MARTIN HIGUERA, Co-Manager )  
and )  
JOE HERNANDEZ, Co-Manager )

No. 97-8

### DECISION OF THE ARBITRATOR

In or about April 25, 1995, the parties executed a standard boxer-manager contract between Jesse Magana, hereinafter the "boxer," and Jose Hernandez and Martin Higuera, hereinafter "co-managers." Said contract was approved by and is on file with the Commission. On April 8, 1997 the boxer requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the State Athletic Commission ("Commission"). A copy of the contract and the boxer's request for arbitration was attached to the Notice of Arbitration Hearing which was served on the parties by mail on November 26, 1997 at their addresses of record for their licenses.

The arbitration hearing in the above entitled matter was convened before the arbitrator appointed by the Commission, Commissioner Ernest Weiner, Chairman of the Commission, on December 12, 1997, commencing at 2:00 p.m. at the Athletic Commission's Los Angeles office at 5757 W. Century Blvd., #16,

1 Los Angeles, California pursuant to written notice served on the  
2 parties by mail at their addresses of record. Also present and  
3 participating was Commissioner Robert Rosenthal, Esq.. Earl R.  
4 Plowman, Deputy Attorney General served as counsel to the  
5 Arbitrators. Both Boxer and Co- Manager Martin Higuera appeared  
6 in person and represented themselves. Co-Manager Jose Hernandez  
7 appeared in person and was represented by Frank Ronzio, Esq.  
8 attorney at law.

9 Both oral and documentary evidence was received and  
10 considered by the arbitrator. Based on the evidence presented in  
11 the form of oral and written testimony and records on file with  
12 the Commission, of which official notice is taken by the  
13 arbitrator, the arbitrator now makes the following:

14 FINDINGS OF FACT

15 1. The boxer and both co-managers are currently  
16 licensed by the Commission; however it is noted that during the  
17 pendency of the boxer-manager contract, Co-Manager Jose Hernandez  
18 allowed his license to lapse for the year 1997 and did not renew  
19 it until September, 1997, when asked to do so by the Assistant  
20 Executive Officer of the Commission.

21 2. Both the boxer and the Co-Managers were given  
22 proper notice of the request for arbitration and the date time  
23 and place set for the arbitration .

24 3. The records of the Commission reflect that Boxer  
25 has an overall professional record going back to 1992 of 19 wins,  
26 6 losses and 2 draws. Boxer has had a series of 12 round title  
27 bouts and is regarded as a world class boxer. He is currently

1 ranked number 36 among super bantam weight fighters, down from a  
2 ranking of 16th in the world after his win over Alfred Kotey in  
3 May, 1997. It is the opinion of the Commission's Chief Inspector  
4 that Boxer's record as a world class main event fighter is  
5 sufficiently established at the present time but that his career  
6 is at a point that it is not clear whether he will again be a  
7 contender for a title. Boxer has had one WBO and seven NABO  
8 title bouts during the period from June, 1995--August, 1997 with  
9 purses totaling \$108,500.00.

10           4. Boxer seeks termination of his contract with Co-  
11 Manager Hernandez, citing inadequate what he believes to be  
12 inadequate interest by Mr. Hernandez in Boxer's professional  
13 career due to other commitments by Mr. Hernandez to boxing  
14 organizations. Boxer testified that due to Mr. Hernandez taking  
15 a position as first Vice-President of the World Boxing  
16 Organization (WBO) and then President of the North American  
17 Boxing Organization, that Mr. Hernandez was conflicted in terms  
18 of his ability to get matches for Boxer. Boxer also claims an  
19 inability to get in touch with Mr. Hernandez. Boxer stated that  
20 he wishes to be managed by Co-Manager Martin Higuera.

21           In response to questions by the Arbitrator, Boxer  
22 admitted that Co-Manager Hernandez had arranged a title fight  
23 with Antonio Barrera which was broadcast on HBO; however he  
24 complained that his most recent fight in August, 1997 against  
25 Marius Frias had been the work of Mr. Higuera, his other manager.

26           5. Manager Jose Hernandez testified that he believed that  
27 he had done a good job for Boxer and explained in detail how he

1 had arranged the Barrera fight with its \$40,000.00 purse. This  
2 testimony was buttressed with a hearsay letter from John Jackson,  
3 Vice President of Forum Boxing, Inc. which is considered as  
4 explaining and clarifying the testimony of Mr. Hernandez. A  
5 letter on the letterhead of the World Boxing Organization is also  
6 received under the same limitations.

7 6. It was testified that at the present time the  
8 Commission has retained one-half of the manager's share from the  
9 most recent bout by Boxer. It was testified to that this  
10 fraction was selected because Boxer had no dispute over monies to  
11 be paid to Mr. Higuera, the other manager. It was not  
12 established by testimony that either manager had obtained "step-  
13 aside" money from any promoter or sanctioning organization to  
14 permit another fighter to take Boxer's turn at a title bout.

#### 15 DETERMINATION OF ISSUES

16 1. The arbitrator has jurisdiction of both the  
17 parties and of the subject matter and may issue an appropriate  
18 order pursuant to the contract between the parties.

19 2. The boxer in his testimony has not met his burden  
20 of proving that Co-manager Hernandez has engaged in any conduct  
21 which would establish legal cause for termination of their  
22 contract. In fact, the testimony and letters demonstrate that  
23 Mr. Hernandez made a very shrewd and beneficial career move in  
24 forgoing lesser bouts for the title fight against Marco Antonio  
25 Barrera. It was testified to that Mr. Hernandez did not become  
26 the president of NABO until after this fight.

27 3. There was agreement in the testimony of both Boxer



1 and including April 24, 2000.

2           3. All monies withheld by the Commission prior to the  
3 effective date of this order which would have otherwise been  
4 owing to any party shall be released to them forthwith.

5           4. Payment of the amounts called for in this order  
6 shall be accomplished by the Commission withholding the one-third  
7 manager's share of each of the next four (4) future purses earned  
8 by the boxer in California, or by the Athletic Commission in any  
9 sister jurisdiction which recognizes the California Commission,  
10 and causing the same to be paid to José Hernandez.

11           After these four fights, until April 24, 2000, the  
12 Commission, or the Commission of a sister jurisdiction  
13 recognizing the California Commission's order, shall divide the  
14 managers share of the purse and withhold 6 1/2% of the total  
15 purse and cause it to be paid to Mr. Hernandez. The remaining 26  
16 1/2% shall be the manager's share paid to Mr. Higuera.

17           Should the Boxer seek to obtain another manager at any time  
18 prior to April 24, 2000, satisfaction of the award, or the  
19 remaining obligation, if any exists, shall continue to be due and  
20 owing, and some accommodation must be made before the Boxer will  
21 be permitted to enter into a new boxer-manager relationship in  
22 California or in any jurisdiction which recognizes the lawful  
23 orders of the California Commission.

24           5. The staff of the Commission is ordered to report  
25 to the arbitrator, in advance, of any proposed California boxer-  
26 manager contract that the Boxer may wish to enter before  
27 satisfaction of the award specified herein so that the arbitrator


1 may review the same.

2           This decision shall become effective on the 29th day of  
3 January, 1998.

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DATED: July 26, 1998

ERNEST WEINER, Chairman  
State Athletic Commission  
Arbitrator

By   
EARL R. PLOWMAN  
Deputy Attorney General  
Arbitrator's Attorney



DECLARATION OF SERVICE BY MAIL

Re: JESSE MAGANA vs. MARTIN HIGUERA & JOE HERNANDEZ, Mgrs.; 97-8

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR** on each of the following, by placing same in an envelope addressed as follows:

Jesse Magana  
566 W. Fargo Avenue, Apt. D  
Hanford, CA 93230

Martin Higuera  
1281 Temple Drive  
Hanford, CA 93230

Joe Hernandez  
2003 E. Vernon Avenue  
Los Angeles, CA 90058

Frank E. Ronzio, Esq.  
5900 Wilshire Blvd., Suite  
2250  
Los Angeles, CA 90036

Dean Lohuis  
State Athletic Commission  
5757 Century Blvd., Ste. 16  
Los Angeles, CA 90045

Michael Wells/Rob Lynch  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

Ernest Weiner  
121 Steuart Street, Suite 405  
San Francisco, CA 94105

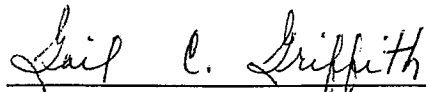
Robert Rosenthal, Esq.  
2040 Avenue of the Stars  
4th Floor  
Los Angeles, CA 90867

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on January 28, 1998, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 28, 1998, at Los Angeles, California.

  
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GAIL C. GRIFFITH  
Declarant

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

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. **41701-1**

**DECISION OF THE ARBITRATOR**

**JORGE "MAROMERO" PAEZ, Boxer**

**and**

**FRANK CARRILLO, Manager.**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission and Commissioner Alvin Ducheny, the Arbitrators duly appointed by the Commission. The matter was convened at 10:00 a.m. on April 18, 2001 at the Office of the Attorney General in San Diego. There was no appearance by or on behalf of Jorge "Maromero" Paez (hereinafter "Boxer"), the party requesting the arbitration. Frank Carrillo (hereinafter "Manager") was present with witnesses and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:

**FINDINGS OF FACT**

1. Boxer and Manager were at the time of the making of the Boxer/Manager contract which is the subject of this arbitration, both licensed by the Commission and Boxer and Manager are currently licensed in California.

1           2. On July 7, 2000, Boxer and manager appeared before an official of the  
2 Commission and executed a standard boxer/manager form contract, the term of which  
3 was three (3) years. The contracts were approved by the Commission on or about July  
4 12, 2000. No addenda or amendments were made to the form by the parties.

5           3. In or about November 6, 2000 Manager notified the Commission in  
6 writing that Boxer had violated the terms of the contract and refused to train or take  
7 fights with Manager since shortly after signing the contract. In or about November 7,  
8 2000, Boxer requested arbitration of the contract specifying nothing in the terms of the  
9 printed form contract, but generally alleging that Manager had acted in ways which were  
10 not in the best interests of Boxer in terms of selecting opponents and arranging for  
11 bouts. Boxer also alleged that there was money due and owing to him.

12           4. Thereafter the matter was set for hearing but there was no  
13 appearance by or behalf of Boxer despite timely written notice to his address of record  
14 with the California State Athletic Commission.

15           5. The Arbitrator has determined that notice of the  
16 of hearing setting forth the date, time and location of the arbitration was properly sent to  
17 all parties at their addresses of record which are required to be kept on file with the  
18 Commission and current.

19           6. Manager and Trainer Rudy Elias were each sworn and testified  
20 concerning the allegations made by the parties. In addition to the fight in Fresno, CA.  
21 listed in Commission records, the witnesses testified that Boxer had fought in Wendover,  
22 Utah; St. Louis, Missouri, and Davis/Phoenix, Arizona. In several cases the manager's  
23 33.3% share was and is being held due to the pending arbitration request.

24           7. The testimony of Manager, corroborated by Mr. Elias, was that  
25 Boxer had been well paid for all of his fights and that he was in the habit of claiming that  
26 he had not been paid. Manager testified that he had provided Boxer with a Range  
27 Rover and given Boxer in excess of \$10, 000 as well as providing lodging in San Diego.

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**DETERMINATION OF ISSUES**

1. The Arbitrator has jurisdiction over the parties and over the subject matter of the arbitration.

2. Despite proper notice to him of the date, time and place of the arbitration requested by him, Boxer failed to appear and testify to the allegations he made concerning the existence of cause to terminate the boxer-manager contract and so failed to meet his burden of proof.

3. The party responding to the request for arbitration, Manager Frank Carrillo appeared and presented credible evidence in opposition to the request for termination of the contract. Thus Manager's unchallenged testimony under oath concerning Boxer's actions contrary to Boxer's best interests as set forth in his original request for arbitration is rejected.

3. Based on the foregoing, the Arbitrator hereby issues the following:

**ORDER**

1. The arbitration petition heretofore filed is denied and the Boxer-Manager contract between the parties remains in effect.

2. The Manager's share of any purses withheld by order of the California Commission or the Commission of any sister state, territory or Native American tribal organization at the request of either the California Commission or Manager Frank Carrillo during the pendency of this arbitration matter from November 2000 through the present should be paid to Manager, Frank Carrillo and the fact of said payment reported to the California Commission.

3. Within 60 days from the effective date of this decision and order, Boxer shall report on the status of all purses earned by him through that date and make arrangements to pay the manager's share to Mr. Carrillo. In the event Boxer fails to do this, Manager shall report this failure to the Commission for appropriate action against

1 Boxer's license in California.

2

3 .This Decision shall become effective on October 1, 2001.

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DATED: September 19, 2001

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ROB LYNCH, EXECUTIVE OFFICER  
ALVIN DUCHENY, COMMISSIONER

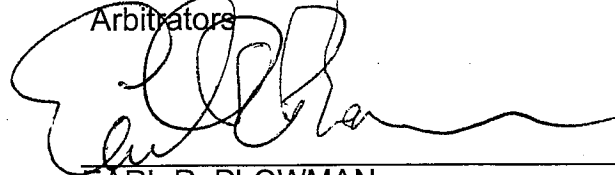
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STATE ATHLETIC COMMISSION  
Arbitrators

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EARL R. PLOWMAN  
Deputy Attorney General

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Attorney for Arbitrators

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DECLARATION OF SERVICE BY MAIL

Re: Jorge "Maromero" Paez, Boxer and Frank Carillo, Manager Case No. 41701-1

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

Jorge Paez  
Post Office Box 541  
Calexico, CA 92332

Frank Carillo  
480 Camino Del Rio S.  
San Diego, CA 92108

Rob Lynch  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825


Rebecca Alvarez  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on September 21, 2001, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 21, 2001, at Los Angeles, California.

  
GAIL C. GRIFFITH  
Declarant

E.R. PLOWMAN:gg

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

In the Matter of the Arbitration of Contract  
Dispute Between:

**TITO RAMADES MENDOZA, Boxer**  
**and**  
**GUILLERMO "WILLY" SILVA, Manager.**

Case No. **101001-1**

**DECISION OF THE ARBITRATOR**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. Assisting the Arbitrator was Deputy Attorney General Earl R. Plowman who served as counsel for the Arbitrator. Also present and sworn as a witness was Chief Inspector Dean Lohuis. The matter was convened at 9:00 a.m. on October 10, 2001 at the office of the Commission in Los Angeles. Manager, Guillermo Silva appeared and represented himself. Boxer Tito Ramades Mendoza, the party requesting the arbitration was present with witness Antonio Curtis. Mr. Curtis also assisted Boxer in the presentation of his case. Both parties were prepared to proceed. Based upon the Notices to the parties, the evidence and argument the matter was submitted on November 12, 2001 and the Arbitrator now makes the following:

1 **FINDINGS OF FACT**

2 1. Boxer and Manager were at the time of the making of the  
3 Boxer/Manager contract which is the subject of this arbitration, both licensed by the  
4 Commission and Boxer and Manager are currently licensed in California.

5 2. On June 27, 30,2000, Boxer and manager appeared before an official  
6 of the Commission in Los Angeles and executed a standard boxer/manager contract, the  
7 term of which was four (4) years. The contract was approved by the Commission on or  
8 about July 6, 2000. Included within the contract were clauses C 6 and C 7 in which both  
9 Boxer and Manager affirmed that there were no other oral or written agreements  
10 concerning management of Boxer and payment of monies.

11 3. In or about January 24, 2001 Boxer wrote a letter in Spanish in which  
12 he requested cancellation and arbitration of the contract specifying no particular  
13 violations of the terms of the contract.

14 4. Thereafter the matter was set for hearing and notice was sent to  
15 Boxer's address of record in Mira Loma but the notices were returned. Eventually a call  
16 was placed to Arbitrator's counsel by Antonio Curtis advising that mail for Boxer was to  
17 be sent to his address at Forum Boxing. All further notices have been sent to that  
18 address.

19 5. At the start of the hearing Mr. Curtis provided copies of a facsimile letter  
20 which was sent to Mr. Curtis for introduction at the arbitration. The letter was faxed  
21 from Denmark by Ezequiel Obando who was then working for Mike Tyson who was  
22 fighting in Denmark at the time. The letter was accepted as administrative hearsay as it  
23 supported and explained the testimony of both Boxer and Manager.

24 6. Also received was a copy of a Panamanian boxer manager contract  
25 dated January 7, 1998 between Tito Rodames Mendoza Alcedo (cedula No. 9-901-749  
26 and Arturo Luis Fabrega Alvarez (cedula No. 9-115-106). This document was certified  
27 by the Professional Boxing Commission of the Republic of Panama and on September  
28



1 27, 2001. In its essence, the Panamanian Commission certification is that a Boxer  
2 Manager Contract has existed under the laws of the Republic of Panama since January,  
3 1994 and that the Fabrega-Mendoza contract had been renewed for four years in 1998.  
4 Although the document was not certified through the United States Department of State,  
5 neither party disputes its existence or its contents and Chief Inspector Lohuis, who is  
6 familiar with documents from Mexico, Central America and South America, testified that  
7 in his opinion the presented document was genuine and of a type upon which  
8 reasonable men and women in the boxing world relied upon. Manager also provided a  
9 written letter summarizing his position which was received as argument.

10 7. The testimony of the parties established that Boxer has a strong record  
11 in both Panama and the U.S. and is ranked in some surveys as 9<sup>th</sup> in the world in his  
12 weight class. He defeated Maselino Masoe for the NABF Title on December 10, 2000 in  
13 Elgin, Illinois.

14 8. The testimony established that the fact of a pre-existing Panamanian  
15 Boxer-Manager contract between Boxer and Arturo Fabrega was known to Manager,  
16 Willie Silva when he signed the June 27, 2000 California contract and that the  
17 attestations of both Boxer and Manager in clauses C 6 and C 7 of that contract were  
18 false and a fraud on the California State Athletic Commission which was thereby  
19 induced to approve the contract. In truth and in fact Boxer's career was actually  
20 managed in the U.S. by a committee consisting of Antonio Curtis and Ezequiel Obando.  
21 Messrs. Curtis and Obando decided that it "would look better" if Boxer had a "California  
22 manager" and this would keep other managers and promoters from trying to recruit  
23 Boxer. Curtis, Obando and Boxer approached Manager Silva and he agreed to assume  
24 that role. As a part of the deal, Boxer went to live with Manager.

25 9. Boxer testified that he assumed that there was nothing wrong with  
26 having a Panamanian manager and another manager in California. He testified that Mr.  
27 Fabrega actively worked on his behalf in Panama and had acquired land and built a  
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1                   2. The four (4) year Boxer-Manager contract executed by the parties on  
2 June 27, 2000 was void from the beginning as both parties to it lied to the Commission  
3 about the existence of other agreements concerning the management of Boxer and the  
4 compensation due the manager. Thus, the approval of the document by the  
5 Commission was fraudulently obtained rendering this null and void as well.

6                   3. Since the contract is null and void, the only question remaining in the  
7 arbitration is whether Manager is entitled to any recovery based upon equitable  
8 principles such as quantum meruit.

9                   4. It is axiomatic in the law that for a party to recover in equity, they  
10 themselves must have "clean hands" and otherwise been in compliance with the law. In  
11 this case the parties agreed that regardless of what the contract called for, Manager got  
12 "his share" of the purse monies, as privately determined between the de facto  
13 managers. And there is no dispute that Manager entered into these secret agreements  
14 with the knowledge that he was a "straw man" for others and that Boxer had a manager  
15 in Panama. Manager's status as a co-conspirator precludes any recovery by him on  
16 equitable grounds.

17                   3. Based on the foregoing, the Arbitrator hereby issues the following:

18   **ORDER**

19                   1. The arbitration petition heretofore filed is granted and the Boxer-  
20 Manager contract between the parties is dissolved with an effective date of December 7,  
21 2001.

22                   2. The staff of the Commission is directed to note on its records that Boxer  
23 Tito Ramades Mendoza in fact has a pre-existing boxer-manager contract in the  
24 Republic of Panama and not to accept any application in California by any person to  
25 manage Mr. Mendoza unless and until a certification is received from both Mr. Fabrega  
26 that he is no longer Boxer's manager and from the Panamanian Boxing Commission that  
27 no boxer-manager contract for Mr. Mendoza then exists in their records.

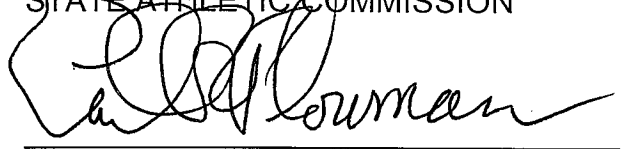
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3. The staff of the Commission shall specifically verify with any person seeking approval to act as manager for Mr. Mendoza that the proposed contract accurately reflects all financial arrangements concerning purses won by Boxer.

DATED: November 27, 2001

ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION



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EARL R. PLOWMAN  
Deputy Attorney General

Attorney for Arbitrator

1 **DECLARATION OF SERVICE BY MAIL**

2 Re: **TITO RADAMES MENDOZA, Boxer** and **GUILLERMO SILVA, Manager:**  
3 Case No. 101001-1

4 I am over 18 years of age, and not a party to the within cause; my business  
5 address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true  
6 copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by  
7 placing same in an envelope addressed as follows:

8 Tito Radames Mendoza  
9 c/o Antonio Curtis  
10 Forum Boxing  
11 401 S. Prairie  
12 Inglewood, CA 90301

13 Guillermo Silva  
14 11140 Venus Court  
15 Mira Loma, CA 91732

16 Rob Lynch  
17 State Athletic Commission  
18 1424 Howe Avenue, Suite 33  
19 Sacramento, CA 95825

20 Rebecca Alvarez  
21 State Athletic Commission  
22 1424 Howe Avenue, Suite 33  
23 Sacramento, CA 95825

24 I hereby certify that I am employed in the office of a member of the Bar of this  
25 Court at whose direction the service was made.

26 Each said envelope was then, on December 10, 2001, sealed and deposited in the  
27 United States Mail at Los Angeles, California, the county in which I am employed, with the  
28 postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 10, 2001, at Los Angeles, California.

23   
24 GAIL C. GRIFFITH  
25 Declarant

**FILE**

1 DANIEL E. LUNGREN, Attorney General  
of the State of California  
2 EARL R. PLOWMAN, State Bar No. 54339  
Deputy Attorney General  
3 300 South Spring Street  
Los Angeles, California 90013  
4 Telephone: (213) 897-2563

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

10 In the Matter of the Arbitration )  
of Contract Dispute Between: )

**No. 98-3**

11 **ADRIEL PeBENITO, Boxer** )

**DECISION OF THE**  
**ARBITRATOR**

12 and )

13 **PAT MURPHY, Manager** )  
14 )  
15 )

16  
17 In or about July 25, 1996, the parties executed a standard  
18 five (5) year boxer-manager contract between Adriel PeBenito  
19 (hereinafter "boxer"), and Pat Murphy, (hereinafter "manager")  
20 Said contract was approved by the Commission's Executive Officer  
and filed with the Commission.

21  
22 On December 17, 1997 the boxer requested arbitration of  
23 disputes concerning the boxer-manager contract approved by and on  
24 file with the State Athletic Commission ("Commission"). A copy  
25 of the request for arbitration was attached to the Notice of  
26 Arbitration Hearing which was served on the parties by mail on  
27 July 9, 1998, at their addresses of record for their licenses.  
At the request of manager, the arbitration hearing was continued

1 and the matter was removed to San Francisco at the request of  
2 both boxer and manager. A new notice giving the new time and  
3 place of the hearing was served on the parties on July 15, 1998

4 The arbitration hearing in the above entitled matter was  
5 convened before the arbitrator appointed by the Commission,  
6 Commissioner Ernest Wiener, Chairman of the Commission, on August  
7 7, 1998, commencing at 11:00 a.m. at the office of Chairman  
8 Wiener, located at 121 Steuart Street in San Francisco,  
9 California pursuant to written notice served on the parties by  
10 mail at their addresses of record. Earl R. Plowman, Deputy  
11 Attorney General served as counsel to the Arbitrator. There was  
12 no appearance by, or on behalf of boxer Adriel PeBenito; although  
13 the matter was called to order some 30 minutes after the time  
14 originally noticed. The service documents were reviewed and it  
15 was determined that notice was properly given to the parties.  
16 Manager Pat Murphy appeared and represented himself. Mrs. Murphy  
17 was also present and testified.

18 Based on the evidence presented in the form of oral and  
19 written testimony and records on file with the Commission, of  
20 which official notice is taken by the arbitrator, the arbitrator  
21 now makes the following:

22

23

#### FINDINGS OF FACT

24 1. The boxer and the manager were licensed by the  
25 Commission, and their licenses are in effect for the current  
26 license year.

27 2. The boxer-manager contract was signed by the

1 parties and properly filed with and accepted by the Commission.

2           3.     The Notice of Hearing and Notice of Continued  
3 Hearing, together with the declarations of service, were received  
4 by the arbitrator, who finds that service on the parties was  
5 proper and that jurisdiction exists to proceed with the  
6 arbitration.

7           4.     Boxer's request for arbitration was recieved. In  
8 it boxer represents that as grounds to terminate his contract  
9 with manager that the parties had ceased to communicate and that  
10 boxer had not gotten any fights from manager for more than the  
11 four months preceding boxer's request for arbitration. In  
12 addition, boxer complained that manager would not allow boxer's  
13 father to work in the boxer's corner.

14           4.     The Manager testified that he had worked with  
15 boxer since he was 14 years of age and that since the boxer  
16 manager contract was signed, manager had procured 5 fights for  
17 boxer. Manager testified that boxer was not available to fight  
18 in the latter part of 1997 due to two suspensions imposed upon  
19 boxer. The first suspension for 60 days came following a bout in  
20 Sacramento, California for cuts. The second suspension was for  
21 90 days through and including October 6, 1997. This latter  
22 suspension was for a knock out in the State of Washington.  
23 Manager produced a copy of an order from the Washington State  
24 Commission imposing the 90 day suspension. This prevented  
25 manager from accepting any fight offers and negates the  
26 allegation that manager was not doing his job.

27           5.     The Manager testified that he has been active in



1 the industry for over 40 years as a boxer, referee and as a  
2 manager. He has managed professional boxers for many years and  
3 currently has other fighters.

4           6. The Manager testified that he had suffered a  
5 debilitating illness in 1997 which put him first in the hospital  
6 and then in physical therapy. The manager stated that despite  
7 his illness, he remained active and involved with his boxing  
8 activities and that his wife took calls and arranged matches.  
9 Manager testified that boxer had stopped training and as such,  
10 manager would not accept fight offers since he did not believe  
11 boxer was in shape to fight. Manager testified that he had  
12 turned down several offers to fight boxer and Mrs. Murphy  
13 testified that she had also turned down fights due to boxer's  
14 lack of contact. The number of fights turned down by manager for  
15 boxer is between 5 and 8.

16           6. Manager testified that he thought that boxer had a  
17 good chance of a career in boxing but that he had dropped out of  
18 boxing at the present time for a band. At one point manager had  
19 provided boxer with a car to get to the gym, but this had been  
20 misused by boxer and had been reclaimed by manager. Manager  
21 stated that he was aware of the request by boxer to allow boxer's  
22 father to work in his corner and had made inquiries. When  
23 manager asked the Executive Officer of the Athletic Commission  
24 about this, Mr. Lynch allegedly advised manager that the Athletic  
25 Commission discouraged parents from serving as cornerpersons for  
26 their children. Boxer and manager last spoke in May, 1998 and  
27 boxer raised the subject of coming back to train with manager.

1 Manager testified that he told boxer that he would take him back  
2 in training, but that from hereon, their relationship would be  
3 strictly business. Manager stated that he would take boxer back.  
4 Manager also stated that if boxer had someone who was interested  
5 in buying manager out, manager would release boxer from his  
6 contract.

7 DETERMINATION OF ISSUES

8 1. The notices given to the parties as to the time,  
9 date, and location of the arbitration have been reviewed and are  
10 proper. The failure by the Boxer to appear at the time and place  
11 noticed and to present evidence in support of his request for  
12 termination of his contract with manager provides no basis upon  
13 which the arbitrator can act, and manager has not filed any  
14 request for relief.

15 2. The arbitrator finds that the evidence  
16 presented by the manager tends to negate the allegations made by  
17 boxer about manager. Specifically, the records of suspension of  
18 boxer demonstrate that he was not available to fight during part  
19 of the time he claims manager was not securing him fights.  
20 Accordingly, the alleged failure by manager to secure fights for  
21 four months does not present a valid claim to terminate a written  
22 contract. In addition, the failure of boxer to train as called  
23 for in Paragraph A(5) of the boxer-manager contract would not  
24 permit the manager to accept or arrange a fight on behalf of  
25 boxer.

26 ORDER

27 1. The request for arbitration of the contract

1 between the boxer and the manager is dismissed.

2           2. In the event the boxer requests a further  
3 arbitration of this same contract in the next 24 months, he shall  
4 remit in advance the sum of \$500.00 in cash, cashier's check or  
5 money order to the Commission to assure his attendance at any  
6 further arbitration proceeding on this contract. In the event of  
7 a further request by Boxer for arbitration of this same contract  
8 within the 24 months from the effective date of this order, and  
9 upon a failure to appear by the boxer without good cause, the  
10 Commission may retain the \$500.00 posted with it. The  
11 determination as to whether good cause exists to retain or return  
12 the required shall be made by the assigned arbitrator.

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14           This decision shall become effective the 1st day of  
15 September, 1998

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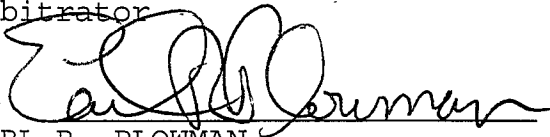
DATED: August 18, 1998

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ERNEST WEINER, Chairman  
State Athletic Commission  
Arbitrator

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By   
EARL R. PLOWMAN  
Deputy Attorney General

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Arbitrator's Attorney

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DECLARATION OF SERVICE BY MAIL

Re: ADRIEL PeBEITO and PAT MURPHY, Mgr.;

98-3

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

Pat Murphy  
310 Indio  
Pismo Beach, CA 93449

Dean Lohuis  
State Athletic Commission  
5757 W. Century Blvd., Suite 16  
Los Angeles, CA 90045

Ernest H. Weiner, Chairman  
121 Steuart Street, Suite 405  
San Francisco, CA 94105

Adriel PeBenito  
P.O. Box 2906  
Atascadero, CA 93422

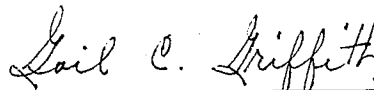
Adriel PeBenito  
5988 Traffic Way  
Atascadero, CA 93422

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on August 19, 1998, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 19, 1998 at Los Angeles, California.



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GAIL C. GRIFFITH  
Declarant

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BEFORE AN ARBITRATOR  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract  
Dispute Between:

**MARY DURON, Boxer**

**and**

**GEORGE GARCIA, Manager.**

Case No. 111303-1

**DECISION OF THE ARBITRATOR**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 9:00 a.m. on November 13, 2003 at the Ronald Reagan State Office Building Los Angeles pursuant to written notice to all parties. Earl R. Plowman, Deputy Attorney General acted as counsel to the Arbitrator. Mary Duron, Licensed Boxer 13505 (Hereinafter "Boxer") appeared and was represented herself. Manager George Garcia (Hereinafter "Manager") was present with witnesses Leobardo and Jose Velasquez-Armenta and prepared to proceed. Based upon the Notices to the parties, and following the taking of testimony of the parties and other witnesses under oath, and following receipt of documents in evidence and upon taking official notice of the records and proceedings of the California State Athletic Commission and following submission of the parties of oral arguments on the evidence and due consideration

1 thereof, the Arbitrator now makes the following:

2 FINDINGS OF FACT

3 1. Boxer and Manager were at the time of the making of the Boxer/Manager  
4 contract which is the subject of this arbitration, both licensed by the Commission and  
5 Boxer and Manager are currently licensed in California.

6 2. On February 10, 2001, Boxer and Manager appeared before an official of  
7 the Commission in Huntington Beach, California and executed a standard  
8 formboxer/manager contract, the term of which was five (5) years. There were no addenda  
9 to the contract. The contracts were approved by the Commission on or about February 28,  
10 2001.

11 3. In or about July, 2001, Boxer requested arbitration of the contract  
12 pursuant to Section C.4 of said agreement, but specifying no particular violations of either  
13 laws governing boxing or regulations of the Commission. Due to confusion that the  
14 parties had resolved their differences, the arbitration was not set for hearing until the  
15 present date.

16 4. Thereafter the matter was set for hearing by written notice. The  
17 Arbitrator has determined that notice of the hearing date was properly given to both  
18 parties.

19 5. Boxer is currently 30 years old and has an overall  
20 record of four wins and five losses as well as a draw. Boxer fought a 10 round Jr.  
21 Flyweight world championship bout on July 26, 2003 against Yvonne Capeles of Las Vegas,  
22 Nevada. Boxer lost the match by decision but had no trouble going the distance. Boxer  
23 take great pride in the fact that she fought for a world title at this juncture in her career.  
24 Manager has many years of experience in boxing and is well known in the boxing world as  
25 a trainer and manager.

26 6. At the arbitration hearing it was agreed by both Boxer and Manager  
27 that they had developed irreconcilable differences. Specifically, Boxer developed an  
28







1 2003; and

2           2.     The Commission shall pay all retained manager's shares of Boxer's  
3 purses through July 26, 2003 to Manager as final settlement of any and all monies due and  
4 owning between the parties.

5

6

7 This Decision shall become effective on November 13, 2003

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DATED: January 13, 200~~3~~<sup>4</sup>

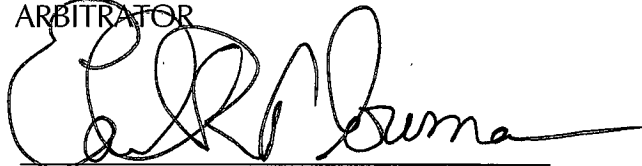
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ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION  
ARBITRATOR

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EARL R. PLOWMAN  
Deputy Attorney General

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Attorney for Arbitrator

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1 **BEFORE AN ARBITRATOR OF THE**  
2 **STATE ATHLETIC COMMISSION**  
3 **STATE OF CALIFORNIA**

4 In the Matter of the Arbitration )  
of Contract Dispute Between: )

**No. 97-9**

5 JOVO PUDAR, Boxer )

**DECISION OF THE**  
**ARBITRATOR**

6 and )

7 FRANK RONZIO, AL RONZIO )  
8 Co-Managers )  
9 )

10 In or about August 8, 1995, the parties executed a  
11 standard boxer-manager contract between Jovo Pudar (aka Joe  
12 Powder), hereinafter the "boxer," and Frank Ronzio and Al Ronzio,  
13 hereinafter "co-managers." In addition to the standard contract  
14 there was an addendum to contract of some 10 clauses. The form  
15 contract and the addendum was witnessed by the Commission's Chief  
16 Inspector and was approved by and is on file with the  
17 Commission.

18 On June 4, 1997 the managers requested suspension of  
19 Boxer and arbitration of disputes concerning the boxer-manager  
20 contract approved by and on file with the State Athletic  
21 Commission ("Commission"). Managers cited a refusal by boxer to  
22 train, and boxer's failure to execute a promotional contract  
23 causing him to be dropped from a bout scheduled for June 8, 1997.

24 On June 24, 1997 boxer filed a request for arbitration  
25 of the same contract. A copy of the contract and the boxer's  
26 request for arbitration was attached to the Notice of Arbitration  
27 Hearing which was served on the parties by mail on November 26,

1 1997 at their addresses of record for their licenses.

2           The service of notice to boxer was returned to the  
3 Attorney for the Arbitrator, despite the fact that it was  
4 properly addressed to boxer's licensed address. Boxer's managers  
5 could provide no other addresses for boxer and attempts by  
6 counsel for the arbitrator to reach boxer by telephone produced  
7 no results.

8           The arbitration hearing in the above entitled matter  
9 was convened before the arbitrator appointed by the Commission,  
10 Commissioner Ernest Weiner, Vice Chairman of the Commission, on  
11 December 12, 1997, commencing at 1:00 p.m. at the Athletic  
12 Commission's Los Angeles office at 5757 W. Century Blvd., #16,  
13 Los Angeles, California pursuant to written notice served on the  
14 parties by mail at their addresses of record. Frank Ronzio, Esq.  
15 appeared in his capacity as Co-manager and as attorney for Co-  
16 Manager Al Ronzio. Also present and participating was  
17 Commissioner Robert Rosenthal, Esq.. Earl R. Plowman, Deputy  
18 Attorney General served as counsel to the Arbitrators. There was  
19 no appearance by or on behalf of boxer, despite valid service of  
20 the notice of hearing and representations made by counsel for the  
21 arbitrator concerning his efforts to reach boxer at or through  
22 the several telephone numbers listed in his licensing file and in  
23 his letter to the Commission.

24           Both oral and documentary evidence was received and  
25 considered by the arbitrator. Based on the evidence presented in  
26 the form of oral and written testimony and records on file with  
27 the Commission, of which official notice is taken by the

1 arbitrator, the arbitrator now makes the following:

2 FINDINGS OF FACT

3 1. The boxer and both co-managers are currently  
4 licensed by the Commission.

5 2. Both the boxer and the Co-Managers were given  
6 proper notice of the request for arbitration and the date time  
7 and place set for the arbitration.

8 3. The records of the Commission reflect that Boxer  
9 has a record during the time of his contract of 8 wins and 1  
10 loss. Despite having the physical build to be a top fighter,  
11 boxer has demonstrated to lack power and has had only 4 wins by  
12 knockout. Boxer has served as a preliminary bout fighter.  
13 He is currently ranked number 270 among world heavyweights. It is  
14 the opinion of the Commission's Chief Inspector that Boxer is not  
15 progressing beyond being a 6 round fighter despite careful  
16 management. A review of the records of the Commission discloses  
17 that boxer has only fought 6 round matches on two occasions and  
18 the most that he has been paid is slightly over \$200 per round  
19 (on one occasion) with the majority of his matches being 4 rounds  
20 with a purse of \$400.00. Boxer's total purses during the  
21 approximately two years of the contract is the sum of \$5,150.00.

22 4. Expert testimony was received by the arbitrator  
23 from Mr. Marty Denkin on the potential value of boxer's contract.  
24 In essence Mr. Denkin and the Commission's Chief Inspector concur  
25 in the lack of progress in boxer. In Mr. Denkin's opinion,  
26 boxer's value was more in his novelty as a crowd pleaser. When  
27 asked to elaborate, this was explained that due to his ethnicity,

1 boxer has the potential to generate interest in boxing fans who  
2 are concerned that the heavy weight ranks are dominated by  
3 fighters of African American heritage.

4           5. Boxer seeks termination of his contract with Co-  
5 Managers citing various complaints; however, since boxer failed  
6 to appear to substantiate any of these allegations, they are  
7 disregarded as unproven. It should be noted that even if the  
8 complaints made by boxer were accepted at face value, it is hard  
9 to see where any of these constitute a legal basis to terminate  
10 the contract for cause. The closest thing that exists to a  
11 legitimate complaint is the allegation that the monthly payments  
12 called for under the contract for living expenses were not being  
13 paid. However, in light of the uncontradicted evidence of  
14 boxer's failure to comply with the contract, and coupled with the  
15 addendum provision paragraph 8 to the contract calling for  
16 consideration by the Commission of monies paid to boxer by Co-  
17 managers in any award following termination of the contract by  
18 boxer, it is clear that Co-managers were taking a prudent action  
19 to limit damages.

20           6. Co-manager Frank Ronzio testified at the hearing  
21 regarding the payment of money to and/or the furnishing of goods  
22 and services to and on behalf of boxer. It is the position of Co-  
23 managers that they are entitled to the monies invested in boxer  
24 in the amount of \$38,806.44 These claims are governed by the  
25 requirements of Rule 224 of Title 4 of the California Code of  
26 Regulations and must be documented as such to be enforced as  
27 either a loan or other payment. In the normal course of events,

1 monies spent in furtherance of a manager's investment in a  
2 boxer's career which expenditures cannot be recouped without a  
3 written agreement for such approved by the Commission. In the  
4 instant matter there is such an agreement; however it is vague as  
5 to its specifics and somewhat contradictory.

6           7. The largest amount claimed, \$23,247, includes the  
7 monthly living expense payments, but also includes a variety of  
8 other items, all of which have been considered by the arbitrator  
9 as provided in the addendum. It is noted that in the addendum  
10 signed August 9, 1995 the parties warrant at paragraph 10 that  
11 the managers have not made any loans or advances to boxer or on  
12 boxer's account. Yet, Co-managers have submitted a claim and  
13 check for air fare, lodging and telephone bills for \$3047.00  
14 which clearly occur before the date of the contract. Further, to  
15 be allowable under Rule 224, accounting must be performed every  
16 90 days and the boxer must sign or acknowledge the obligation.  
17 The checks and payments made out to various unidentified persons,  
18 such as Miodrag Gidra Stojanovic to allegedly reimburse them do  
19 not meet this requirement.

20           8. From the Commission records it appears that boxer  
21 fought 9 times while under contract to managers during the period  
22 August, 1995-May, 1997, a period of roughly 22 months, when it is  
23 clear that boxer breached the agreement. Thus, for at least nine  
24 months during this time, boxer was earning the \$1000.00 per month  
25 stipend that managers were paying him and it appears from other  
26 allowable bills, for medical and training expenses recorded  
27 during this same period that boxer was in training for managers.

1 Thus, the claimed \$23,247 is reduced by the sum of \$12,047, which  
2 represents the stipend for 9 months and the previously discussed  
3 disallowed air fares, telephone bills, and payments to  
4 unidentifiable persons. Managers are awarded \$11,200 of the  
5 amount claimed.

6           9. The arbitrator has reviewed the claim of \$5000.00  
7 for two work visas at \$2500.00 apiece. From review of the  
8 documents provided, and taking notice that manager Frank Ronzio  
9 is also an attorney specializing in immigration law, it is  
10 unclear who the represented party is, as the names of persons  
11 other than boxer's appear as petitioners and as beneficiaries.  
12 For this reason, and the fact that Frank Ronzio presumably has  
13 retained the right to sue his client for legal fees pursuant to  
14 an attorney retainer agreement, it is determined that these  
15 claims for professional legal fees involved in obtaining visas  
16 should not be considered in this matter.

17           9. The boxer manager contract between the parties  
18 states that the manager will pay a certain amount for living  
19 expenses and it appears that this has been done. There is no  
20 separate item listed in the contract or in the addendum whereby  
21 the manager agreed to furnish a motor vehicle for the boxer's  
22 personal use as well as pay for not only upkeep of the vehicle  
23 but also boxer's moving violations. It appears from the invoices  
24 and other material provided that the vehicle was at all times  
25 registered to and insured by the manager; indeed, if the only  
26 income available to boxer was his stipend and his share of the  
27 occasional purse, it is unlikely that the boxer could have

1 afforded the luxury of purchasing and maintaining a vehicle.  
2 Accordingly, the arbitrator finds that the amount allowable to  
3 manager is the sum of \$1100. This is the reasonable cost of  
4 public transportation to train during the time boxer was under  
5 contact and performing.

6           10. The claim for traffic fines and parking tickets is  
7 specifically rejected. It was and is against public policy for  
8 manager to pay boxer's moving violation fines and keep him on the  
9 road with a driver's license. The fines penalties associated  
10 with any law enforcement action are to punish and educate the  
11 person being fined. They are the personal obligation of the  
12 defendant, who in this case is the boxer. It is also somewhat  
13 disingenuous of manager who is now claiming compensation for  
14 damage done to the motor vehicle provided to boxer, which was  
15 owned by and registered to manager. Applying equitable  
16 principles to the claim, manager acted as a volunteer in  
17 providing the vehicle, and manager took no action to get the  
18 vehicle back. Except for the \$1100 allowed, the balance of the  
19 claim is rejected by the arbitrator.

20           11. The claim for health care services provided by Dr.  
21 Alex Guerro is properly documented as being personal and unique  
22 to boxer and this amount, \$4690 is allowed as requested.

23           12. Manager claims \$1892.74 for gym dues, equipment,  
24 licensing fees and the listing of boxer in ring record. The  
25 arbitrator allows the sum of \$737.00 in total for these items, as  
26 follows. Manager has not broken down the items of equipment  
27 claimed and their present value, nor has he broken out just what



1 amounts of the several checks to various entities represent gym  
2 dues for boxer. It appears from the face of the checks that  
3 there are at least two memberships involved. One check in the  
4 amount of \$85 is clearly labeled with boxer's name and this is  
5 allowed. The other claims allowed include the \$175 for licensing  
6 fees and physical examination, together with the \$181 for robes,  
7 trunks and lettering. The cost of registering boxer in Ring  
8 Record is a cost to the manager of doing business.

9           13. The cost of meals and hotel rooms claimed by  
10 manager is also a cost of doing business and is disallowed.

11           14. After careful consideration of the contract and  
12 the addendum, the arbitrator determines that the value of the  
13 balance of the contract between boxer and managers is the gross  
14 sum of \$6000.00, less the 10% trainer's fee, leaving \$5400 of  
15 which manager would be entitled to 1/3 of that sum, or  
16 approximately \$1800. This figure is arrived at based upon  
17 boxer's record to date and the testimony of the expert. Boxer  
18 has only rarely fought more than 4 rounds and only rarely been  
19 paid more than \$100 per round. The contract between the boxer  
20 and his managers has, as of the date of the request for  
21 arbitration, about three years to run. The addendum to this  
22 contract provides that boxer was to fight 6 times in the first  
23 year and 6 times in the second year of the contract. In the  
24 fourth and fifth year of the contract boxer was to fight a  
25 minimum of 4 times each year. the contract is silent as to what  
26 was supposed to happen during year three, but it is assumed that  
27 if the parties wanted the contract to remain in effect, then the

1 manager would have to provide boxer with a bout at least every  
2 four months (Clause C 5 of the standard contract), but more  
3 likely the parties intended there to be at least 4 fights in year  
4 three. This is a total of 12 fights with a mix of 4 round fights  
5 and 6 round fights with the majority being 4 round matches for  
6 which boxer would be paid, on average, something just over \$100  
7 per round.

8 15. In determining the value of the remaining 36  
9 months of the boxer manager contract, the arbitrator must also  
10 factor back into the equation the other items called for in the  
11 contract, specifically the living expenses and other items called  
12 for in the contract. Assuming that the boxer remained under  
13 contract for the manager for the remaining 36 months and boxed  
14 the 12 fights referenced above, manager would be obligated to pay  
15 living expenses of \$1000.00 per month for each of those 36 months  
16 for a total of \$36,000, during which time the boxer would take in  
17 a total of \$6,000 in purses, before trainer's fees, leaving  
18 manager a net loss for the 3 year period of \$34,200. The  
19 arbitrator sees no reason to go further into just how much more  
20 the managers would lose on boxer if all of the other types of  
21 expenditures associated with managing a boxer are added to the  
22 total.

#### 23 DETERMINATION OF ISSUES

24 1. The arbitrator has jurisdiction of both the  
25 parties and of the subject matter and may issue an appropriate  
26 order pursuant to the contract between the parties.

27 2. The boxer has defaulted in his petition in his




1 shall be accomplished by the Commission withholding one-third of  
2 each of the future purses earned by the boxer in California, or  
3 by the commission in any sister jurisdiction which recognizes the  
4 California Commission, and causing the same to be paid to Co-  
5 Managers until the amount found to be owing is paid. Should the  
6 Boxer seek to obtain another manager at any time prior to April  
7 24, 2000, satisfaction of the award, or the remaining obligation,  
8 if any exists, shall continue to be due and owing, and some  
9 accommodation must be made before the Boxer will be permitted to  
10 enter into a new boxer-manager relationship in California or in  
11 any jurisdiction which recognizes the lawful orders of the  
12 California Commission.

13 5. The staff of the Commission is ordered to report  
14 to the arbitrator, in advance, of any proposed California boxer-  
15 manager contract that the Boxer may wish to enter before  
16 satisfaction of the award specified herein so that the arbitrator  
17 may review the same.

18  
19 This decision shall become effective on the 1st day of  
20 September, 1998.

21 DATED: August 18, 1998

22 ERNEST WEINER, Commissioner  
23 State Athletic Commission  
24 Arbitrator

25 By   
26 EARL R. PLOWMAN  
27 Deputy Attorney General  
Arbitrator's Attorney

DECLARATION OF SERVICE BY MAIL

Re: JOVO PUDAR vs. FRANK RONZIO, AL RONZIO (aka AL ROGERS) ;  
Case No. 97-9

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

Jovo Pudar  
2498 Corinth Avenue, #4  
Los Angeles, CA 90064

Dean Lohuis  
State Athletic Commission  
5757 W. Century Blvd.  
Suite 16  
Los Angeles, CA 90045

Jovo Pudar  
c/o Joseph M. DeGuardia, Esq.  
991 Morris Park Avenue  
Bronx, New York 16463

Ernest Weiner  
121 Steuart Street, Ste. 405  
San Francisco 94105

Frank Ronzio  
5900 Wilshire Boulevard, #2520  
Los Angeles, CA 90036

Robert Rosenthal  
2040 Avenue of the Stars  
4th Floor  
Los Angeles, CA 90867

Al Rogers  
5900 Wilshire Boulevard, #2520  
Los Angeles, CA 90036


Rob Lynch  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825-3217

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on August 19, 1998, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 19, 1998, at Los Angeles, California.

  
\_\_\_\_\_  
GAIL C. GRIFFITH  
Declarant

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

In the Matter of the Arbitration	)	NO. 991229-1
of Contract Dispute Between:	)	
	)	<b>DECISION OF THE</b>
<b>DERRICK JEFFERSON, Boxer</b>	)	<b>ARBITRATOR</b>
	)	
and	)	
	)	
<b>KEITH WARLICK, Co-Manager</b>	)	
<b>TRAVIS WILLIAMS, Co-Manager</b>	)	
	)	
	)	

1. In or about December 1, 1994, **Derrick Jefferson** (hereinafter "boxer") and **Keith Warlick**, co-manager (hereinafter "co-manager Warlick") executed a standard boxer-manager contract. Said contract was approved by and is on file with the Commission.

2. On or about May 3, 1995, an amendment was made to the contract which was filed and approved by the Commission adding **Travis L. Williams** (hereinafter "co-manager Williams") to the contract. The original contract was drafted for a term of five years, from December 1, 1994 to November 30, 1999. Pursuant to the terms of the contract between boxer and co-manager, boxer was to receive the sum of \$100,000 per annum for his services

1 with managers entitled to receive 33-1/3% of boxer's purses from  
2 his services as a fighter.

3           3. On or about December 3, 1999, co-managers  
4 requested arbitration of disputes concerning the boxer-manager  
5 contract approved by and on file with the State Athletic  
6 Commission (hereinafter "Commission"). A copy of the contract  
7 and the co-manager's request for arbitration was attached to the  
8 Notice of Arbitration Hearing which was served on the parties by  
9 mail at their addresses of record for their licenses.

10           4. Thereafter, boxer secured representation at his  
11 home which is currently in Detroit, Michigan and a continuance of  
12 the proceedings was granted to an agreed date of January 25, 2000.

13           5. The arbitration hearing in the above entitled  
14 matter was convened before an arbitrator appointed by the  
15 Commission, Executive Officer Rob Lynch, assisted by Commission  
16 staff member, Rebecca Alvarez. Said arbitration commenced at the  
17 hour of 9:30 a.m. at the Athletic Commission's offices at 5757  
18 West Century Boulevard, No. 16, Los Angeles, California pursuant  
19 to written notice served on the parties and their counsel by  
20 mail. Earl R. Plowman, Deputy Attorney General served as counsel  
21 to the Arbitrator. Both boxer and co-managers appeared in  
22 person. Co-managers represented themselves while boxer was  
23 represented by the Honorable Adam Shakoor of the Law Firm of  
24 Shakoor, Grubba & Miller, Professional Corporation in the State  
25 of Michigan. Mr. Shakoor appeared before the Arbitrator in  
26 California pro haec vice.

27





1 that event and was awarded a \$75,000 purse. All arrangements for  
2 the fight were made by boxer's current managing team; however,  
3 relying on representations by California's Commission that a  
4 boxer-manager contract existed in California, the New Jersey  
5 Commission remitted one-third of the purse (\$25,000) to the  
6 Commission to be interpled in the arbitration.

7           5) By agreement of the parties prior to the  
8 commencement of the arbitration, the sum of \$25,000 remitted by  
9 the New Jersey Commission was paid to co-managers. Said amount  
10 is considered hereinafter in the instant order.

11           6) Boxer is a native of Detroit, Michigan. After a  
12 strong career as an amateur both in Michigan and nationally,  
13 boxer elected to forego Olympic team tryouts and enter the ranks  
14 of professional boxers. To do this, boxer sought a manager and  
15 trainer and met with a number of people including his step-  
16 brother, co-manager Warlick. Even though co-manager Warlick did  
17 not have experience as a boxing manager, he had been licensed as  
18 a Certified Public Accountant (CPA) for in excess of 25 years and  
19 was experienced in business and financial matters.

20           7) Boxer testified that there were various oral  
21 representations made to him to induce him to enter into a boxer-  
22 manager contract with co-manager Warlick including a signing  
23 bonus. However, none of these items was ever memorialized and  
24 the standard form Commission contract expedited by the parties  
25 merely stated that boxer would receive \$100,000 for his services  
26 as a boxer and co-manager Warlick would receive a one-third share  
27 of all earnings from his management of boxer's career.

1           8)    In December 1994, according to the testimony of  
2 co-manager Warlick, it was agreed that boxer and his family would  
3 move to San Diego, California to get him off what manager  
4 characterized as "Detroit's mean streets." Co-manager Warlick  
5 provided boxer with trainer, Billy Moore (son of Archie Moore)  
6 and paid for moving expenses.

7           9)    According to boxer's testimony, the promise of a  
8 signing bonus never materialized and the money that was paid to  
9 him became a \$500 a week allowance plus payment for rent and  
10 other bills. In addition, though apparently not known to boxer  
11 initially, co-manager Warlick paid Billy Moore \$500 per week. In  
12 addition to the services of Billy Moore, boxer was also trained  
13 by the man who discovered him, Claude Strickland.

14           10) Shortly after moving to San Diego, California, the  
15 relationship between boxer and co-manager Warlick began to  
16 deteriorate. This culminated in mutual recriminations between  
17 boxer and co-manager Warlick. Boxer believed that co-manager  
18 Warlick was not providing him with quality fights and co-manager  
19 Warlick believed that boxer refused to participate in certain  
20 fights that he had arranged and that boxer had lied to various  
21 people about his physical condition.

22           11) Co-manager Warlick testified in detail about his  
23 plan for managing boxer, and provided a copy of a list of  
24 proposed opponents to build a record. His plan was for a series  
25 of fights commencing with four rounders, graduating to six  
26 rounders and thereafter to main event ten round bouts and that  
27 boxer not sign any promotional agreements or enter into any other

1 commitments until he had a solid professional record of  
2 approximately 21 fights. It is noted by the Arbitrator that this  
3 is a sound plan for bringing on a new professional fighter. It  
4 was also testified by Chief Inspector Lohuis that co-manager  
5 Warlick sought his advice and that co-manager Warlick seemed to  
6 be acting as a conscientious manager.

7           12) The Arbitrator finds that there is no evidence to  
8 establish bad faith on the part of either boxer or manager;  
9 rather, what appears to have happened was a regrettable  
10 occurrence that seems to occur in boxing with some frequency  
11 where family members are involved in management of boxers. It is  
12 frequently very difficult for a boxer or manager to objectively  
13 discharge their obligations if there is intervention by parents  
14 or siblings, or if one or the other is "second guessed" by a  
15 parent or other relative. Both boxer and co-manager Warlick  
16 testified to feeling family strain from their relationship and  
17 also from the subsequent deterioration of it. The problems  
18 alluded to above resulted in a very problematic relationship.  
19 Boxer, either due to confusion or reluctance did not show up for  
20 a weigh-in for a first scheduled fight in February 1995.  
21 Thereafter, he injured his hand in approximately April 1995 which  
22 precluded him from fighting until June. It is a dispute in the  
23 testimony as to whether the injury to the hand occurred as a  
24 result of Go Cart racing or a sparring contest with another  
25 ranked heavyweight. In any event, there is medical evidence  
26 presented that an injury did in fact exist and was being treated.  
27 It is unfortunate but neither boxer, his managers, or his

1 trainers thought to have him examined by a Commission physician  
2 and as such, boxer risked serious injury by fighting his initial  
3 bout with a hand that was not completely recovered.

4 13) In June 1995, co-managers unilaterally changed the  
5 compensation to boxer in a material manner. Boxer was notified  
6 that he would no longer be given personal advances nor would his  
7 living expenses be paid in anticipation of future earnings. Co-  
8 managers testified that because the letter referencing this  
9 indicated that co-managers would still make up the difference  
10 between boxer's earnings and the targeted \$100,000, this was not  
11 a condition or change in the contract that required filing it  
12 with the Commission.

13 14) Whatever the intent, the effect was very traumatic  
14 on boxer who now had no income and was forced to pay the expenses  
15 of rent and living expenses for his family who had come to  
16 Detroit with him. Boxer was able to arrange loans and other  
17 monies and moved his family away from California. He testified  
18 that upon his return to Detroit, boxer was forced to live with  
19 his mother and his wife and baby daughter were forced to live  
20 with her family in Georgia until he could earn sufficient money  
21 to send for them and reunite his family.

22 15) Boxer fought once more in California at the Forum  
23 at a bout arranged by a trainer but for which co-managers  
24 received a manager's share of the purse. Following boxer's  
25 return to Detroit between November 1995 and February 1996, the  
26 parties began to discuss dissolving their business relationship.  
27 Co-managers agreed to release boxer from his contractual

1 obligations in exchange for \$100,000. In March 1996, co-manager  
2 Williams drafted a letter containing the details of a negotiated  
3 dissolution of the contract and sent it to boxer. Although it  
4 does not appear in the Commission's official records, evidence  
5 produced showing a facsimile transmission of the letter and  
6 related documents tends to support the contention that the  
7 parties forwarded the letter to the Commission. On or about  
8 July 5, 1996, boxer signed a form Boxer-Manager Release of  
9 Contract which appears to have handwriting from the Arbitrator  
10 who at that time was the Assistant Executive Officer. Boxer  
11 believed that this material was forwarded to the Commission, and  
12 that the parties had agreed to a release from the original 1994  
13 contract.

14           16) Thereafter, in or about September 10, 1996, boxer  
15 signed a new manager agreement with other persons in Michigan and  
16 commenced to build a career culminating with his most recent  
17 fight in November of 1999 which awarded him a \$75,000 purse.  
18 Co-managers failed to comply with their letter of July 12, 1995  
19 to reconcile the amount of monies due under the contract to  
20 compensate boxer to the amount of \$100,000. Even taking all of  
21 co-manager's figures at face value, there was a substantial  
22 amount due and owing at the end of the year. Similarly, despite  
23 boxer's protestations that he believed in good faith that he had  
24 negotiated a release from his contract, the record is void of his  
25 making any effort whatsoever to comply with the payment of  
26 \$100,000 agreed to by him as the condition and consideration for  
27 the release.

1           17) It is also noted, that pursuant to the terms of  
2 their California contract the parties to that contract are  
3 required to bring their disputes to the Commission for  
4 arbitration pursuant to section C4, within two weeks of their  
5 dispute.

6           18) Manager has provided an itemizations of expenses  
7 for which he seeks reimbursement. These commence on July 25,  
8 1994 and continue through July 1996 and total \$78,253.

9           19) Expenses claimed by co-managers for monies  
10 expended prior to the date of the contract on December 1, 1995  
11 are excluded in any calculations. These figures come out of two  
12 separate accounts and total \$5,970. Also excluded from the  
13 calculations is the sum of \$13,850 paid to Billy Moore. Pursuant  
14 to the Boxer-Manager contract, the manager had the authority  
15 which he exercised to hire Mr. Moore. Mr. Stickland was boxer's  
16 choice and as such those training expenses are allocated to  
17 boxer. Completely unidentified and hence excluded is the sum of  
18 \$8,000 of paid for unspecified purposes to an unlicensed promoter  
19 named Mike Love. Calculated and claimed as expenses are monies  
20 advanced for travel for boxer and co-manager Warlick's family to  
21 come from Detroit. The Arbitrator splits the \$3,180 contained  
22 therein and determines that one-half of \$1,590 is a recognizable  
23 expense. These deductions give a net figure of \$48,838  
24 attributable to the contract.

25           20) Rule 224 requires that any manager who advances or  
26 loans any money to any boxer incurs indebtedness on behalf of any  
27 boxer shall furnish a statement under penalty of perjury to boxer

1 every 90 days. The statement shall be specific and shall set  
2 forth as to each transaction or item at least the amount of money  
3 involved, the date the indebtedness occurred, the purpose of the  
4 indebtedness and the name of the person to whom the debt is owed.  
5 Further, the manager is required to obtain the boxer's signature.  
6 The evidence established that the co-managers provided boxer with  
7 two accountings, but that these were not within the 90 day period  
8 provided by the regulation and cannot be used to substantiate an  
9 obligation by boxer to pay monies.

#### 10 DETERMINATION OF ISSUES

11 1. A boxer-manager contract by its very nature is a  
12 contract for the performance of personal services and contained  
13 an implied covenant and promise of good will and mutual  
14 cooperation. These required covenants were clearly frustrated in  
15 the case of this boxer-manager contract. The testimony  
16 established that on both the part of both co-managers and boxer,  
17 there appeared to have been a series of misunderstandings,  
18 followed by recriminations, followed by breaches of the contract  
19 and violation of Commission rules and regulations.

20 2. The Commission has no authority to grant the  
21 relief sought by co-managers. Rule 222 prohibits options for  
22 extension of boxer-manager contracts and provides a maximum of  
23 five years as the term of such a contract. Rather, this  
24 arbitration is strictly retrospective and adjudicates the action  
25 of the parties under the contract from December 1994 through the  
26 middle of 1996.

27 3. Managers agreed to pay boxer \$100,000 per annum

1 which is \$8,333 per month. Both boxer and managers believed a  
2 contractual obligation of some kind existed through approximately  
3 July of 1996, a period of 19 months. Thus managers payment  
4 obligation for this period would total \$158,327. Offsetting this  
5 amount is the \$100,000 figure negotiated as the value of the  
6 contract by boxer plus \$48,838 paid by managers.

7 4. Both boxer and co-managers failed to request  
8 arbitration in a timely manner as required pursuant to the  
9 contract between them.

10 Following negotiations for the release of boxer,  
11 boxer testified he believed as a result of the agreement signed  
12 that his boxer-manager contract had been terminated by agreement  
13 of the parties. It is noted, however, that for approximately  
14 3-1/2 years, boxer made no effort personally, or through his new  
15 management team to comply with the terms of his purported release  
16 in terms of remitting monies to co-managers and conversely, co-  
17 managers made no effort until the end of 1999 to enforce  
18 compliance with either the contract or the later agreement or to  
19 actively seek to recover monies expended in 1994 and 1995.

20 5. A review of all the figures before the Arbitrator,  
21 including the payment of \$25,000 by boxer to co-managers prior to  
22 the arbitration leads the arbitrator to conclude that substantial  
23 equity has been done.

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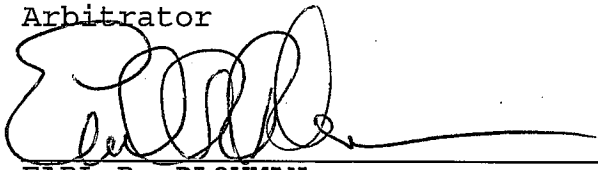
**ORDER**

Co-managers are awarded the sum of \$25,000 which they have already received from the Atlantic City bout in 1999. All obligations between the parties arising from the boxer-manager contract and the purported modification of that contract and release of same are terminated.

This decision shall become effective on the 30th day of March, 2000.

Dated this 13th day of March, 2000.

ROB LYNCH, Executive Officer  
State Athletic Commission  
Arbitrator



By

EARL R. PLOWMAN  
Deputy Attorney General

Arbitrator's Attorney

DECLARATION OF SERVICE BY MAIL

Re: Derrick Jefferson, Boxer and Keith Warlick and Travs L. Williams, Co-Managers - Case No. 991229-1

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached

DECISION OF THE ARBITRATOR

on each of the following, by placing same in an envelope addressed as follows:

Travis L. Williams  
1389 Claridge Drive  
Beverly Hills, CA 90210

Dean Lohuis  
State Athletic Commission  
5757 Century Blvd., Ste. 16  
Los Angeles, CA 90045

Derrick Jefferson  
10633 West Ten Mile Road  
Oak Park, MI 48237

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Ste. 33  
Sacramento, CA 95825-3217

Keith Warlick  
P.O. Box 7554  
Beverly Hills, CA 90212


Adam A. Shakoor, Esq.  
SHAKOOR, GRUBBA & MILLER, PC  
615 Griswold, Suite 1800  
Detroit, MI 48226

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on March 14, 2000, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 14, 2000, at Los Angeles, California.

  
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GAIL C. GRIFFITH  
Declarant

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BEFORE THE  
CALIFORNIA ATHLETIC COMMISSION  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Arbitration of	)	NO. 98-4
Contract Dispute Between:	)	
<b>ANTWON LEACH, Boxer</b>	)	<b>DECISION OF THE</b>
and	)	<b>ARBITRATOR</b>
<b>TERRY CLAYBON, Co-Manager</b>	)	
<b>MARC SOCKWELL, Co-Manager</b>	)	

In or about March 3, 1998, the parties executed a standard boxer-manager contract between Antwon Leach, hereinafter the "boxer," and Terry Claybon and Marc Sockwell hereinafter co-managers." Said contract was approved by and is on file with the Commission. On or about August 31, 198, the boxer and co-manager Terry Claybon requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the California State Athletic Commission (hereinafter "Commission").

1 A copy of the contract and the boxer and co-managers'  
2 request for arbitration was attached to the Notice of Arbitration  
3 Hearing which was served on the parties by mail on November 23,  
4 1998 at their addresses of record for their licenses.

5 The arbitration hearing in the above entitled matter  
6 was convened before the arbitrator appointed by the Commission,  
7 Executive Officer Rob Lynch, on December 9, 1998, commencing at  
8 9:00 a.m. at the Athletic Commission's Los Angeles office at  
9 5757 W. Century Blvd., Suite #GF-16, Los Angeles, California  
10 pursuant to written notice served on the parties by mail at their  
11 addresses of record. Earl R. Plowman, Deputy Attorney General  
12 served as counsel to the Arbitrator.

13 Both boxer and the two co-managers appeared in person.  
14 The parties represented themselves in this matter.

15 Both oral and documentary evidence was received and  
16 considered by the arbitrator. Based on the evidence presented in  
17 the form of oral and written testimony as well records on file  
18 with the Commission, of which official notice is taken by the  
19 arbitrator, the arbitrator now makes the following:

20 **FINDINGS OF FACT**

21 1. Both the boxer and the co-managers are currently  
22 licensed by the Commission.

23 2. Both the boxer and the co-manager were given  
24 notice of the request for arbitration and the date time and place  
25 set for the arbitration.

26 3. The records of the Commission reflect that boxer  
27 has an overall professional record of a 7-0-1 with a record of

1 3-0-1 in California. Boxer's record as a main event fighter is  
2 not sufficiently established at the present time.

3 4. Co-manager Claybon testified that boxer was  
4 brought to him at his business, Hollywood Boxing Gym by  
5 co-manager Sockwell. Co-manager Sockwell and boxer were  
6 previously acquainted in the city of Rockford in Illinois and are  
7 apparently related by marriage. Co-manager Sockwell made  
8 representations to Claybon about boxer's ability. After  
9 observing boxer, co-manager Claybon indicated that while boxer  
10 had potential, he needed work before he would be able to pursue a  
11 career in the ring.

12 To protect his interests, co-manager claybon  
13 agreed that he would train boxer but that he would become a co-  
14 manager to protect his interest in boxer in the future. This was  
15 apparently acceptable and co-manager Sockwell also became a  
16 co-manger of boxer. Sockwell agreed that he would feed and lodge  
17 boxer at his apartment in Studio City.

18 It was not established conclusively that  
19 co-manager Sockwell made false representations about his  
20 abilities to serve as the manager of a boxer. In any event,  
21 circumstances in co-manager's Sockwell's domestic life caused him  
22 to evict boxer in or about the beginning of September 1998. This  
23 left boxer homeless and he was forced to sleep in co-manager  
24 Claybon's gym on occasion.

25 5. It is apparent to the arbitrator that any  
26 semblance of a cooperative relationship is broken down between  
27 the co-manager and boxer. Regardless of the truth or falsity of



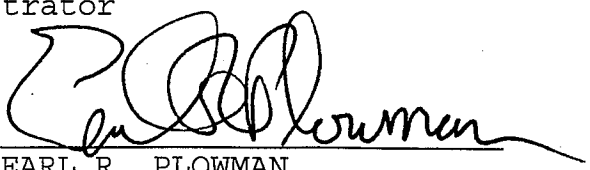


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This decision shall become effective on the 15th day of February, 1999.

Dated this 26th day of January 1999.

ROB LYNCH, Executive Officer  
State Athletic Commission  
Arbitrator

By 

EARL R. PLOWMAN  
Deputy Attorney General

Arbitrator's Attorney



DECLARATION OF SERVICE BY MAIL

Re: Antwon Leach, Boxer  
and Terry Claybon & Marc Sockwell-Co-Managers; No. 98-4

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR** on each of the following, by placing same in an envelope addressed as follows:

Antwon Leach  
11054 Ventura Boulevard  
Apartment 148  
Studio City, CA 90614

Dean Lohuis  
State Athletic Commission  
5757 Century Blvd., Ste. 16  
Los Angeles, CA 90045

Terry Claybon  
1551 North La Brea  
Hollywood, CA 90028

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Ste. 33  
Sacramento, CA 95825-3217

Marc Sockwell  
11054 Ventura  
Apartment 148  
Studio City, CA 90614

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on January 28, 1999, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 28, 1999 at Los Angeles, California.

*Gail C. Griffith*

GAIL C. GRIFFITH  
Declarant

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BEFORE AN ARBITRATOR OF THE  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration )  
of Contract Dispute Between: )  
DANNY CHAVEZ, Boxer )  
and )  
TERRY HILTON, Co-Manager )  
and )  
GARY SULLENGER, Co-Manager. )

DECISION OF THE  
ARBITRATOR AFTER  
FURTHER HEARING

Danny Chavez (hereinafter "the boxer") notified the State Athletic Commission that a dispute existed between himself and his co-manager, Terry Hilton, concerning their four (4) year contract dated August 12, 1989, and the boxer requested the State Athletic Commission to arbitrate the dispute pursuant to paragraph C.4. of said contract. The State Athletic Commission designated Commissioner S. William Malkasian as the arbitrator. An arbitration hearing was held at the San Francisco State Building, 455 Golden Gate Avenue, San Francisco, California, on July 10, 1990. The boxer and his co-managers appeared in person. Evidence, both oral and documentary, was presented and the matter was submitted for decision. The arbitrator issued his decision of August 8, 1990. A copy of the decision is attached hereto and

1 marked "A".

2 Both parties requested that the matter be reopened and  
3 that further hearing be held. Accordingly, S. William Malkasian,  
4 the arbitrator, reopened the record and an additional hearing was  
5 held in San Jose, California on January 28, 1992. Danny Chavez,  
6 Gary Sullenger, and Terry Hilton all appeared and represented  
7 themselves. Supervising Deputy Attorney General Ron Russo  
8 appeared and acted as legal counsel for the arbitrator.  
9 Executive Officer Richard DeCuir was also present. Evidence,  
10 both oral and documentary, was presented and the matter was  
11 submitted for decision. The arbitrator now makes the following:

12 ADDITIONAL FINDINGS OF FACT

13 I

14 At all times pertinent herein:

- 15 (a) Danny Chavez was and now is a professional boxer  
16 licensed by the State Athletic Commission.
- 17 (b) Terry Hilton was and now is a manager licensed by  
18 the State Athletic Commission.
- 19 (c) Gary Sullenger was and now is a manager licensed  
20 by the State Athletic Commission.

21 II

22 On or about April 3, 1985, Mr. Hilton was convicted by  
23 his plea of nolo contendere of a violation of Penal Code section  
24 504, embezzlement of property by a public or private official.  
25 The Municipal Court of California for the county of Sonoma  
26 sentenced Mr. Hilton to eighteen (18) months of probation with  
27 ninety (90) days in county jail suspended and ordered him to make

1 restitution of \$4204.75 to North Coast Builder's Exchange.

2 III

3 A. On or about August 2, 1989, Mr. Hilton represented  
4 to the commission on his application for a manager's license that  
5 the only offense which he had been convicted of was "disorderly  
6 conduct - disturbing the peace."

7 B. Mr. Hilton represented on his 1990 and 1991 renewal  
8 applications that he had not been convicted of any offense other  
9 than minor traffic violations.

10 IV

11 On August 12, 1989, the boxer and his co-managers  
12 entered into a four (4) year contract. Said contract was filed  
13 with and approved by the State Athletic Commission on said date.

14 V

15 Mr. Hilton did not disclose his criminal record to the  
16 boxer or the commission which approved the contract. The boxer  
17 would not have entered into a boxer-manager contract with Mr.  
18 Hilton if he had known about his criminal record.

19 VI

20 The commission did not discover Mr. Hilton's criminal  
21 record until on or about May 15, 1992 and then only as a result  
22 of a request filed by it with the California Department of  
23 Justice.

24 DETERMINATION OF ISSUES

25 I

26 Mr. Hilton falsified his 1989, 1990, and 1991  
27 applications filed with the commission.

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II

Section 210(b) of title 4 of the California Code of Regulations provides:

"Falsification in whole or in part of a material fact or presentation on any application for a license shall result in a license being denied, and if previously granted, revoked unless otherwise ordered by the commission."

III

A false impression was produced in the boxer's mind by Mr. Hilton's concealment and/or failure to disclose his criminal record to the commission and to the boxer.

IV

As a general rule, contracts entered into by one party where the other party has made a material misrepresentation, whether by commission or omission, are void or voidable.

V

A boxer-manager contract by its very nature is a contract for the performance of personal services and contains an implied covenant and promise of mutual cooperation and good will.

VI

Mr. Hilton's interest in the contract entered into on August 12, 1989 is terminated for cause for his failure to disclose a material fact to the boxer, namely his conviction for embezzlement of funds.

VII

Mr. Hilton will be permitted to retain any shares of the boxer's purses which he has actually received to the date of

1 this decision; however, he will not be able to receive any other  
2 monies for past or future purses earned by the boxer.

3 WHEREFORE, the following decision is made:

4 1. The arbitrator's previous decision dated August 8,  
5 1990 and effective August 9, 1990 is hereby vacated.

6 2. Termination of Mr. Hilton's interest in the boxer-  
7 manager contract dated August 12, 1989 is warranted at this time.

8 This decision shall become effective on the 8th day of  
9 July, 1992.

10 DATED: This 7th day of July 1992.

11 S. WILLIAM MALKASIAN, Commissioner  
12 State Athletic Commission  
13 Arbitrator

14 By Ron Russo  
15 RON RUSSO, Supervising  
16 Deputy Attorney General  
17 Arbitrator's Attorney

17 RR:st  
18 03501110-LA90AD1516

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DECLARATION OF SERVICE BY MAIL

Re: Chavez, Hilton, Sullenger

I, SANDRA J. TERRELL, declare that I am over 18 years of age, and not a party to the within cause; my business address is 300 S. Spring Street, Los Angeles, California 90013; I served a copy of the attached:

DECISION OF THE ARBITRATOR AFTER FURTHER HEARING

Mr. Danny Chavez  
126 Keyt Way  
Cotati, CA 94928

Mr. Terry Hilton  
P.O. Box 4054  
Santa Rosa, CA 95402

Mr. Gary Sullenger  
P. O. Box 3771  
Napa, CA 94558

Richard DeCuir  
Executive Officer  
California State Athletic Commission  
1424 Howe Avenue  
Suite 33  
Sacramento, CA 95825-3217

Each said envelope was then, on July 7, 1992 sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 7, 1992, at Los Angeles, California.

  
SANDRA J. TERRELL

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BEFORE AN ARBITRATOR OF THE  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract Dispute Between:	)	
DANNY CHAVEZ, Boxer	)	DECISION OF THE
and	)	ARBITRATOR
TERRY HILTON, Co-Manager	)	
and	)	
GARY SULLENGER, Co-Manager.	)	

Danny Chavez (hereinafter "the boxer") notified the State Athletic Commission that a dispute existed between himself and his co-manager, Terry Hilton, concerning their four (4) year contract dated August 12, 1989, and the boxer requested the State Athletic Commission to arbitrate the dispute pursuant to paragraph C.4. of said contract. The State Athletic commission designated Commissioner S. William Malkasian as the arbitrator. An arbitration hearing was held in this matter in Room 1154 of the San Francisco State Building, 455 Golden Gate Avenue, San Francisco, California, on July 10, 1990. The boxer and his co-managers appeared in person. Evidence, both oral and documentary, was presented and the matter was submitted for decision. The arbitrator now makes the following:



FINDINGS OF FACT

I

At all times pertinent herein:

(a) Danny Chavez was and now is a professional boxer licensed by the State Athletic Commission.

(b) Terry Hilton was and now is a manager licensed by the State Athletic Commission.

(c) Gary Sullenger was and now is a manager licensed by the State Athletic Commission.

II

On August 12, 1989, the boxer and his co-managers entered into a four (4) year contract. Said contract was filed with and approved by the State Athletic Commission on said date.

III

The boxer is 24 years old and has a professional record of 5 wins and 2 losses. The boxer's bouts were arranged for by Gary Sullenger, his co-manager. Terry Hilton, the other co-manager, was to help primarily with transportation and publicity. There was disagreement among the parties regarding the definition and fulfillment of each person's responsibilities.

IV

It was not established that any party to the contract engaged in any wrongdoing or bad faith conduct with regard to any other party or that any party violated any of the express provisions of the boxer-manager contract.

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V

It was established that a good faith dispute has arisen between the boxer and Mr. Sullenger on the one hand and Mr. Hilton on the other and that in fact they are not getting along and are incompatible. A lack of trust and faith has developed and communication is poor between the parties.

DETERMINATION OF ISSUES

I

The Findings of Fact do not support a determination that Terry Hilton committed any material violations of the express provisions of the boxer-manager contract entered into on August 12, 1989, and termination of his contractual interest for such reason is not warranted.

II

A boxer-manager contract by its very nature is a contract for the performance of personal services and contains an implied covenant and promise of mutual cooperation and good will which has been frustrated in this case. The boxer and Mr. Sullenger are no longer compatible with Mr. Hilton and, therefore, it is consistent with the best interest of boxing to allow the boxer and Mr. Sullenger to terminate their contract and relationship with Mr. Hilton upon certain terms and conditions deemed fair, just, and equitable.

III

Mr. Hilton is entitled to receive a reasonable sum of money for the termination of his contractual right which the arbitrator finds to be one thousand dollars (\$1,000) based on all

1 facts and circumstance presented in this matter.

2 IV

3 The managers' shares of all purses to date have been  
4 properly disbursed.

5 WHEREFORE, the following decision is made:

6 1. Termination of the contract is warranted at this  
7 time.

8 2. Under the facts and circumstances set forth  
9 hereinabove, it is consistent with the best interests of boxing  
10 and contract law to compensate Mr. Hilton for termination of his  
11 contractual interest by a payment of one thousand dollars  
12 (\$1,000) to Mr. Hilton. Mr. Chavez and Mr. Sullenger must,  
13 within fourteen (14) days of the effective date of this decision,  
14 arrange for payment of the one thousand dollars (\$1,000) to  
15 Mr. Hilton. If payment has been accomplished within the fourteen  
16 (14) day period, the commission staff shall release the  
17 contractual interest of Mr. Hilton.

18 This decision shall become effective on the 9th day of  
19 August, 1990.

20 DATED: This 8th day of August, 1990.

21  
22 S. WILLIAM MALKASIAN  
23 State Athletic Commission  
24 Arbitrator

25 By Ron Russo  
26 RON RUSSO, Supervising  
27 Deputy Attorney General

Arbitrator's Attorney

RR:mac  
03501110-LA90AD1516

DECLARATION OF SERVICE BY MAIL

Re: Chavez, Hilton, Sullenger

I, MARY ANN COMADURAN, declare that I am over 18 years of age, and not a party to the within cause; my business address is 3580 Wilshire Boulevard, Los Angeles, California 90010; I served a copy of the attached

DECISION OF THE ARBITRATOR

Mr. Danny Chavez  
126 Keyt Way  
Cotati, CA 94928

Mr. Terry Hilton  
2345 Oak Knoll Drive  
Santa Rosa, CA 95403

Mr. Gary Sullenger  
P. O. Box 3771  
Napa, CA 94558

Ken Gray  
Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

Each said envelope was then, on August 8, 1990, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 8, 1990, at Los Angeles, California.

  
MARY ANN COMADURAN

RR:mac  
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BEFORE AN ARBITRATOR  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. **070601-1**

**DECISION OF THE ARBITRATOR**

**MIKEE STAFFORD,, Boxer**

**and**

**JOSE P. MARTINEZ, Manager.**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 9:00 a.m. on July 6, 2001 at the office of the Commission in Los Angeles pursuant to written notice to all parties. Earl R. Plowman, Deputy Attorney General acted as counsel to the Arbitrator. Mikee Stafford, Licensed Boxer 313372 (Hereinafter "Boxer") appeared and was represented by James S. Livingston, Esq. 2184 N. Beverly Glen Blvd. Los Angeles, CA 900771. Manager Jose Martinez (Hereinafter "Manager") was present with witness Alex Martinez and prepared to proceed. Also present and sworn were Chief Inspector Dean Lohuis. Based upon the Notices to the parties, and following the taking of testimony of the parties and other witnesses under oath, and following receipt of documents in evidence and upon taking official notice of the records and proceedings of the California State Athletic Commission

1 and following submission of the parties of oral arguments on the evidence and due  
2 consideration thereof, the Arbitrator now makes the following:

3 FINDINGS OF FACT

4 1. Boxer and Manager were at the time of the making of the Boxer/Manager  
5 contract which is the subject of this arbitration, both licensed by the Commission and  
6 Boxer and Manager are currently licensed in California.

7 2. On May 25, 2000, Boxer and Manager appeared before an official of the  
8 Commission in Los Angeles and executed a standard form boxer/manager contract, the  
9 term of which was five (5) years. In addition to the form contract, there were written  
10 amendments to the documents on purses, a salary and on payment for promotional fees.  
11 The contracts were approved by the Commission on or about June 7, 2000.

12 3. In or about April 2001, Boxer and Manager each requested arbitration of  
13 the contract pursuant to Section C.4 of said agreement, but specifying no particular  
14 violations of either laws governing boxing or regulations of the Commission.

15 4. Thereafter the matter was set for hearing by written notice. The  
16 Arbitrator has determined that notice of the hearing date was properly given to both  
17 parties.

18 5. Boxer is currently 22 years old and has an overall  
19 record of two wins and two losses with two of her wins by knock out. During the course  
20 of her contract with Manager, Boxer has had three bouts and was the winner in two of  
21 them. It was the testimony of Chief Inspector Lohuis that Boxer has potential to do well in  
22 boxing.

23 6. At the arbitration hearing it was agreed by both Boxer and Manager  
24 that they wanted to be released from their contract with one another. There were vague  
25 references from both Boxer and Manager that in each case the other party had done  
26 something or not done something which had so poisoned the relationship between them  
27 that the elements of trust and teamwork that are essential to such relationships could not  
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1 exist. It was testified that in an effort to mend their professional relationship,  
2 Boxer and Manager had met with Chief Inspector Lohuis to mediate their disagreements.  
3 This did not ultimately prove successful and the dual requests for arbitration followed

4           7.       Since both Boxer and Manager stated on the record their desire to  
5 end the relationship, the Arbitrator ruled that there was no point in taking testimony and  
6 the only issue to be decided was to ascertain whether and to what degree Boxer and  
7 Manager were owed compensation from the other. Manager submitted an itemized list of  
8 expenses totaling \$10, 308.65 which he represented to be his total expenditures on or on  
9 behalf of Boxer, both in satisfaction of the contract and otherwise. Upon examination of  
10 the list, Boxer had little disagreement that the monies had been disbursed as indicated.  
11 However, it is the task of the Arbitrator to determine what monies, if any, can be recouped  
12 by the parties.

13           8.       Since Boxer has a total record of only four fights the Arbitrator  
14 is not able to make any determination as to what the worth of the contract would be for  
15 Manager in terms of a dollar amount from purses earned by Boxer over its life.

16           9.       The itemized list of expenses introduced by Manager contains a  
17 certain items which are not recoverable at all. Foremost among these is the \$1000.00  
18 signing bonus. This money is an inducement which is frequently offered to boxers to enter  
19 into a boxer-manager contract. These amounts are separate and apart from other  
20 obligations and the obligation to pay a signing bonus is complete at the signing of the  
21 contract. Absent fraud, or some other impossibility on the part of a boxer to enter into the  
22 contract, such monies are not recoverable by the manager. Similarly, items such as  
23 charges for makeup artists and cash advances (particularly those which are not supported  
24 by a writing) which predate the contract of May 25, 2000 are outside the scope of this  
25 arbitration.

26           10.      It is recognized that a boxer-manager relationship is also supposed to  
27 be a money making enterprise and as such there are expenses which are incurred by the  
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6. Based on the foregoing, the Arbitrator hereby issues the following:

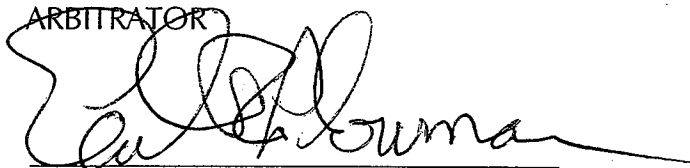
ORDER

1. The boxer manager contract between Mikee Stafford, Boxer LB13372, and Manager Jose P. Martinez, Manager LM8629 which was signed on May 25, 2000 is terminated.

This Decision shall become effective on October 1, 2001.

DATED: September 19, 2001

ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION  
ARBITRATOR



EARL R. PLOWMAN  
Deputy Attorney General

Attorney for Arbitrator

DECLARATION OF SERVICE BY MAIL

Re: **Mikee Stafford, Boxer and Jose P. Martinez, Manager** Case No. **070601-1**

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

**Jose P. Martinez**  
**1615 S. Pacific Avenue**  
**Apt. 5**  
**San Pedro, CA 90731**

**Rob Lynch**  
**State Athletic Commission**  
**1424 Howe Avenue, Suite 33**  
**Sacramento, CA 95825**

**Mikee Stanford**  
**4176 Arch Drive, #112**  
**Studio City, CA 90604**


**Rebecca Alvarez**  
**State Athletic Commission**  
**1424 Howe Avenue, Suite 33**  
**Sacramento, CA 95825**

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on September 21, 2001, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 21, 2001, at Los Angeles, California.

  
GAIL C. GRIFFITH  
Declarant

**E.R. PLOWMAN:gg**

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

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. **41801-1**

**DECISION OF THE ARBITRATOR**

**LAFAYETTE RANDOLPH, Boxer**  
**and**  
**GUILLERMO SILVA, Manager.**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 9:00 a.m. on April 18, 2001 at the office of the Commission in Los Angeles. There was no appearance by or on behalf of Manager, Guillermo Silva Alvarez. Boxer Lafayette Randolph, the party requesting the arbitration was present with witnesses and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:

1 **FINDINGS OF FACT**

2 1. Boxer and Manager were at the time of the making of the  
3 Boxer/Manager contract which is the subject of this arbitration, both licensed by the  
4 Commission and Boxer and Manager are currently licensed in California.

5 2. On March 30,2000, Boxer and manager appeared before an official of  
6 the Commission in Los Angeles and executed a standard boxer/manager contract, the  
7 term of which was four (4) years. The contracts were approved by the Commission on  
8 or about April 17, 2000.

9 3. In or about January 30, 2001 Boxer requested arbitration of the contract  
10 specifying no particular violations of the terms of the contract, but generally alleging that  
11 Manager had acted in ways which were not in the best interests of Boxer in terms of  
12 selecting opponents and arranging for bouts.

13 4. Thereafter the matter was set for hearing but there was no appearance  
14 by or behalf of Manager.

15 5. The Arbitrator has determined that notice of the  
16 of hearing setting forth the date, time and location of the arbitration was properly sent to  
17 all parties at their addresses of record which are required to be kept on file with the  
18 Commission and current.

19 **DETERMINATION OF ISSUES**

20 1. The Arbitrator has jurisdiction over the parties and over the subject  
21 matter of the arbitration.

22 2. The party responding to the request for arbitration, Manager Guillermo  
23 "Willy" Silva has failed to appear or present any evidence in opposition to the request for  
24 termination of the contract. Thus Boxer's unchallenged testimony under oath  
25 concerning Manager's actions contrary to Boxer's best interests as set forth in his  
26 original request for arbitration is accepted.

27 3. Based on the foregoing, the Arbitrator hereby issues the following:  
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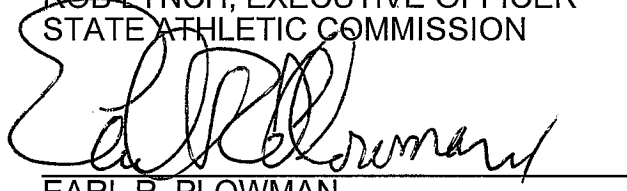
**ORDER**

1. The arbitration petition heretofore filed is granted and the Boxer-  
Manager contract between the parties is dissolved with an effective date of April 18,  
2001.

2. The Manager's share of any purses withheld by order of the  
Commission during the pendency of this arbitration matter from January 30, 2001  
through the present should be paid to Boxer, Lafayette Randolph. This Decision shall  
become effective immediately upon signature.

DATED: June 15, 2001

ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION



EARL R. PLOWMAN  
Deputy Attorney General

Attorney for Arbitrator

DECLARATION OF SERVICE BY MAIL

Re: **Lafayette Randolph, Boxer and Guillermo Silva, Managers** Case No.

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, 10 North, Los Angeles, California 90013; I served a true copy of the attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an envelope addressed as follows:

Lafayette Randolph  
9226 Live Oak Avenue  
Fontana, CA 92335

Rebecca Alvarez  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

Guillermo Silva  
11140 Venus Court  
Mira Loma, CA 91752

Dean Lohuis  
State Athletic Commission  
5757 Century Blvd., Suite 16  
Los Angeles, CA 90045

Rob Lynch  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Each said envelope was then, on June 19, 2001, sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 19, 2001, at Los Angeles, California.

  
GAIL C. GRIFFITH  
Declarant

E.R. PLOWMAN:gg

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

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. 914 2/6

**CARLOS ALVAREZ, Boxer**

**DECISION OF THE ARBITRATOR**

**and**

**RUDY TELLEZ, Manager.**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 9:00 a.m. on September 20, 2000 at the office of the Commission in Los Angeles. There was no appearance by or on behalf of Carlos Alvarez, the party requesting the arbitration. Manager Rudy Tellez was present with witnesses and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:



1 **FINDINGS OF FACT**

2 1. Boxer and Manager were at the time of the making of  
3 the Boxer/Manager contract which is the subject of this  
4 arbitration, both licensed by the Commission and Boxer and  
5 Manager are currently licensed in California.

6 2. On January 27, 2000, Boxer and manager appeared  
7 before an official of the Commission in Los Angeles and executed  
8 a standard boxer/manager contract, the term of which was three  
9 (3) years. The contracts were approved by the Commission on or  
10 about February 9, 2000.

11 3. In or about June 2000, Boxer requested arbitration  
12 of the contract specifying no particular violations.

13 4. Thereafter the matter was set for hearing but there  
14 was no appearance by or behalf boxer. The Arbitrator has  
15 determined that notice of the hearing date was properly given to  
16 both parties.

17 **DETERMINATION OF ISSUES**

18 1. The Arbitrator has jurisdiction over the parties  
19 and over the subject matter of the arbitration.

20 2. The party requesting the arbitration, the boxer,  
21 has failed to appear or present any evidence demonstrating a  
22 basis for requesting termination of the contract and hence his  
23 request fails for lack of proof.

24 3. Based on the foregoing, the Arbitrator hereby  
25 issues the following:

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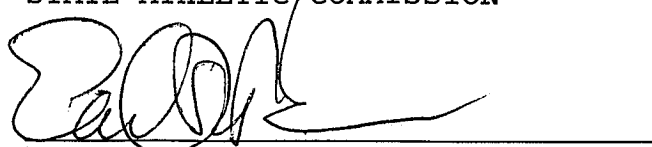
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**ORDER**

1. The arbitration petition heretofore filed is dismissed. This Decision shall become effective immediately upon signature.

DATED: 11/20/2007

ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION



EARL R. PLOWMAN  
Deputy Attorney General

Attorney for Arbitrator

**DECLARATION OF SERVICE BY MAIL**

Case Name: **Carlos Alvarez, Boxer and Rudy Tellez, Manager**

No.: **914 2/6**

I declare:

I am employed in the County of Los Angeles, California. I am 18 years of age or over and not a party to the within entitled cause; my business address is 300 South Spring Street, Los Angeles, California 90013.

On **November 22, 2000**, I served the attached: **DECISION OF THE ARBITRATOR**, in said cause, by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General, 300 South Spring Street, Los Angeles, California 90013, for deposit in the United States Postal Service mail that same day in the ordinary course of business, in a sealed envelope, postage fully postpaid, addressed as follows:

Carlos Alvarez  
7732 Craig Avenue  
Buena Park, CA 90621

Rudolph Tellez  
2314 W. Main Street  
Alhambra, CA 91801

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

I declare under penalty of perjury the foregoing is true and correct, and this declaration was executed at Los Angeles, California, on **November 22, 2000**.

GAIL C. GRIFFITH  
Typed Name

Gail C. Griffith  
Signature

E.R.PLOWMAN:gg

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

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. **070601-2**

**DECISION OF THE ARBITRATOR**

**ANTWON LEACH, Boxer**

**and**

**TERRY CLAYBON, Manager.**

The above captioned arbitration matter came on regularly for hearing before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 10:00 a.m. on July 6, 2001 at the office of the Commission in Los Angeles. There was no appearance by or on behalf of Boxer Antwon Leach, the party requesting the arbitration. Manager Terry Claybon was present with witnesses and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:

**FINDINGS OF FACT**

1. Boxer and Manager were at the time of the making of the Boxer/Manager contract which is the subject of this arbitration, both licensed by the Commission and Boxer and Manager are currently licensed in California.
2. On March 3, 1998, Boxer and Co- managers appeared before an

1 official of the Commission in Los Angeles and executed a standard boxer/manager  
2 contract, the term of which was five (5) years. The contracts were approved by the  
3 Commission on or about May 13, 1998. At a prior proceeding Co-Manager Marc  
4 Sockwell was removed from the contract leaving Terry Claybon as the sole manager of  
5 Boxer, Antwon Leach.

6 3. In or about March 20, 2001, Boxer requested arbitration of the contract  
7 specifying no particular violations of the contract, but rather a general assertion that  
8 Manager was not doing enough to advance his career.

9 4. Thereafter the matter was set for hearing but there was no appearance  
10 by or behalf boxer, nor was there any effort made by Boxer to contact counsel for the  
11 Arbitrator. The Arbitrator has determined that notice of the hearing date was properly  
12 given to both parties at their respective addresses of record.

13 5. At 10:15am the matter was called and in response to questions by the  
14 Arbitrator, Manager testified that he had not been in contact with Boxer for some time  
15 and that it was Manager's understanding that Boxer was now spending much of his  
16 time in Las Vegas, Nevada. Manager testified that he had invested money in Boxer's  
17 career and that he had not seen any return on his investment as of the date of the  
18 arbitration, despite Boxer having made a good start on a professional career.

19 6. Since there was no appearance by or on behalf of Boxer, the Arbitrator  
20 deferred taking any specific testimony on the amount of money spent by Manager on  
21 Boxer's career.

#### 22 **DETERMINATION OF ISSUES**

23 1. The Arbitrator has jurisdiction over the parties and over the subject  
24 matter of the arbitration.

25 2. The party requesting the arbitration, the boxer, has failed to appear or  
26 present any evidence demonstrating a basis for requesting termination of the contract  
27 and hence his request fails for lack of proof. The Arbitrator takes notice of the fact that  
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1 Boxer and Manager have been before the Arbitrator in prior matters and notes that  
2 Boxer knows or should know what his obligations are as the party requesting  
3 arbitration.

4 3. Based on the foregoing, the Arbitrator hereby issues the following:

5 **ORDER**

- 6 1. The arbitration petition heretofore filed is dismissed.  
7 2. The Boxer-Manager Contract between Antwon Leach and Terry  
8 Claybon remains in effect and Boxer Leach remains obligated by its terms, including  
9 payment of manager's shares of purses to Manager.

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This Decision shall become effective immediately upon signature.

DATED: \_\_\_\_\_

ROB LYNCH, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION  
ARBITRATOR



EARL R. PLOWMAN  
Deputy Attorney General

Attorney for Arbitrator

**DECLARATION OF SERVICE BY MAIL**

Case Name: **Antwon Leach, Boxer and Terry Claybon, Manager**

No.: **070601-2**

I declare:

I am employed in the County of Los Angeles, California. I am 18 years of age or over and not a party to the within entitled cause; my business address is 300 South Spring Street, Los Angeles, California 90013.

On **July 16, 2001**, I served the attached: **DECISION OF THE ARBITRATOR** in said cause, by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General, 300 South Spring Street, Los Angeles, California 90013, for deposit in the United States Postal Service mail that same day in the ordinary course of business, in a sealed envelope, postage fully postpaid, addressed as follows:

Antwon Leach  
7044 Hawthorne Ave., #314  
Los Angeles, CA 90028

Terry Claybon  
1280 Coronet  
Riverside, CA 92804

Rob Lynch, Executive Officer  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

Rebecca Alvarez  
State Athletic Commission  
1424 Howe Avenue, Suite 33  
Sacramento, CA 95825

I declare under penalty of perjury the foregoing is true and correct, and this declaration was executed at Los Angeles, California, on **July 16, 2001**.

GAIL C. GRIFFITH

Typed Name

Gail C. Griffith  
Signature

E.R.PLOWMAN:gg

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BEFORE AN ARBITRATOR  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA

In the Matter of the Arbitration of  
Contract Dispute Between:

MARK TULLIUS, Boxer,  
and  
CHARLES WILLIAMS, Manager.

Case No.: 914 7

**DECISION OF THE  
ARBITRATOR**

The above captioned arbitration matter was duly noticed before Rob Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was scheduled to be heard at the Commission's office in Los Angeles on September 14, 2000.

Prior to the commencement of the arbitration, contact to the arbitrator's attorney was made by Manager, Mr. Charles Williams. Mr. Williams advised that he was willing to sign a  
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1 release of the contract for Boxer. Based on the representations  
2 of the parties, the Arbitrator now makes the following:

3 **FINDINGS OF FACT**

4 1. Boxer and Manager were at the time of the making of  
5 the Boxer/Manager contract which is the subject of this  
6 arbitration, licensees of the Commission are currently licensed.

7 2. The Arbitrator accepts the representation of the  
8 Manager that he is willing to release Boxer from the contract.

9 3. Based on the foregoing, the Arbitrator now issues  
10 the following Order:

11 **ORDER**

12 1. The five (5) years Boxer/Manager contract entered  
13 into on January 13, 1999 is hereby canceled.

14 This Decision shall become effective upon receipt of  
15 written release of Boxer by Manager.

16 DATED: \_\_\_\_\_

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20 ROB LYNCH  
21 Executive Officer  
22 California State Athletic Commission

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24 EARL R. PLOWMAN  
25 Deputy Attorney General  
26 Attorney for Arbitrator  
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**BEFORE AN ARBITRATOR  
STATE ATHLETIC COMMISSION  
STATE OF CALIFORNIA**

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. **062102-2**

**DECISION OF THE ARBITRATOR**

**ROBERT M. CLUBB, Manager**  
  
**and**  
  
**JUAN PATINO, Boxer**

The above captioned arbitration matter came on regularly for hearing before Martin Denkin, Commissioner of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 11:00 a.m. on June 21, 2002 at the office of the Attorney General in Los Angeles. There was no appearance by or on behalf of Boxer Juan Patino. Manager Robert Clubb was present and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:

**FINDINGS OF FACT**

1. Boxer and Manager were at the time of the making of the Boxer/Manager contract which is the subject of this arbitration, both licensed by the Commission and Boxer and Manager are currently licensed in California.
2. On April 18, 2000, Boxer and Manager appeared before an official of

1 the Commission in Los Angeles and executed a standard boxer/manager contract, the  
2 term of which was two (2) years. The contracts were approved by the Commission on  
3 or about April 22, 2000.

4 3. In or about July 9, 2001, Manager requested arbitration of the contract  
5 specifying as grounds that boxer had failed to honor bout agreements made with  
6 promoters Don Chargin and Jerry Hoffman and that boxer had taken fights without his  
7 manager's approval and without paying the manager's share of his purses.

8 4. Thereafter the matter was set for hearing but there was no appearance  
9 by or behalf boxer, nor was there any effort made by Boxer to contact counsel for the  
10 Arbitrator. The Arbitrator has determined that notice of the hearing date was properly  
11 given to both parties at their respective addresses of record.

12 5. At 12:15pm the matter was called and in response to questions by the  
13 Arbitrator, Manager testified that he had not been in contact with Boxer for some time  
14 and that it was Manager's understanding that Boxer was now spending much of his  
15 time in Las Vegas, Nevada. Manager testified that he had invested \$955.00 in Boxer's  
16 career and that he had not seen any return on his investment as of the date of the  
17 arbitration, despite Boxer having made a good start on a professional career. The  
18 Manager testified that this figure included licensing and medical examinations for Boxer  
19 and payment of gym dues at three locations and one half of a \$145 dollar customized  
20 robe. Manager testified that in his last contact with Boxer at Bumpy's Gym, Boxer told  
21 him that Boxer was working two jobs and not keeping up his career in boxing. Manager  
22 testified that he later learned that Boxer took several fights. Questions about the dates  
23 of payment of gym dues and licensing fees disclosed that certain of these were for  
24 services before the April, 2000 contract date and these are disallowed as not being  
25 under the contract in question.

26 6. A review of the records of the Commission and of the Nevada State  
27 Athletic Commission disclosed that during the term of the contract, Boxer had fought on  
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1 four occasions. The first fight was on Indian land in Oroville in April, 2000 and this was  
2 for a \$500. The Manager's share was paid. The second fight was in Laughlin, Nevada  
3 on July 14, 2001 with a purse of \$600. Boxer listed Rudy Elias as his manager but no  
4 share was paid by the Commission in Nevada as no boxer manager contract was on file  
5 with that commission. Boxer fought at Del Mar, California in August, 2001 for \$500.00  
6 and the records of the California Commission reflect a manager's share payment to  
7 Manager. Finally, the Nevada Commission noted a fight in Las Vegas on April 13, 2002  
8 with a purse of \$600. No manager was listed nor was any share withheld. Boxer fought  
9 in Imperial Beach, Ca. in June, 2002 but this was after expiration of the contract.

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11 7. Since there was no appearance by or on behalf of Boxer, the Arbitrator  
12 heard uncontradicted testimony on the amount of money spent by Manager on Boxer's  
13 career and received copies of invoices and notations for expenses and the amount that  
14 appears to be under the present contract is the sum of..

### 15 **DETERMINATION OF ISSUES**

16 1. The Arbitrator has jurisdiction over the parties and over the subject  
17 matter of the arbitration.

18 2. The Manager, appeared and presented competent and credible  
19 evidence demonstrating a basis for payment of \$400 in monies expended on boxer  
20 which are not strictly expenses commonly a part of doing business as a manager. The  
21 records of the Nevada Commission also demonstrate that Manager is entitled to the  
22 Manager's share of purses for the two Nevada fights, \$200.00.

23 3. Based on the foregoing, the Arbitrator hereby issues the following:

### 24 **ORDER**

25 1. The arbitration petition of Manager is granted.  
26 2. The Boxer-Manager Contract between the parties is expired but Boxer  
27 is obligated to pay Manager \$600.00.

1                   3. Within 60 days of the effective date of this decision Boxer shall report  
2 on the status of all purse earned by him through that date and make arrangements to  
3 pay the outstanding manager's shares in the amount of \$200. Boxer shall also  
4 reimburse Manager the sum of \$400 for a total of \$600. In the event Boxer fails to do  
5 this, Manager shall report this failure to the Commission for appropriate action against  
6 Boxer's license in California.

7                   4. The Commission shall, forthwith, withhold a one third manager's share  
8 from all purses paid to Boxer and cause said monies to be paid to Manager Clubb until  
9 the obligation is paid. The Commission shall request enforcement of its order by the  
10 Commissions of any sister state, territory or Native American Tribal organization.

11                  5. In the event Boxer seeks to enter into another boxer-manager contract,  
12 the outstanding obligation to Manager in this case must be satisfied as a condition to  
13 approval by the Commission.

14  
15 This Decision shall become effective on August 20, 2002

16  
17                   DATED: July 20, 2002

18  
19                                   **MARTIN DENKIN, COMMISSIONER**  
20                                   **STATE ATHLETIC COMMISSION**  
21                                   **ARBITRATOR**

22 

23 **EARL R. PLOWMAN**  
24 **Deputy Attorney General**

25 **Attorney for Arbitrator**