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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 4/6

DECISION OF THE ARBITRATOR

MIGUEL ANGEL GOMEZ, Boxer

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 pursuant to written notice to all parties. Earl R. Plowman, Deputy Attorney General acted as counsel to the Arbitrator. Miguel Angel Gomez, Licensed Boxer 12588 (Hereinafter "Boxer") appeared and represented himself. Mr. Gomez was assisted in his presentation by Leonel Contreras and Armando Contreras. 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 26, 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 30, 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 is currently 22 years old and has an overall
20 record of five wins and one loss with two of his wins by knock out. During the course of
21 his contract with Manager, Boxer has had five bouts and was the winner in each of them.
22 It was the testimony of Chief Inspector Lohuis that Boxer has potential to do well in
23 boxing, but that he needs further training and counseling about sportsmanlike conduct in
24 the ring. Boxer started out as a four round fighter and has currently reached the six round
25 level. He is fighting at about 150 lbs.

26 6. Both Boxer and co-petitioner Armando Contreras
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. Contreras 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. Contreras 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. Contreras \$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. Contreras. Manager
21 testified that he placed the value of the contract he had with Boxer at \$2500, 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. Contreras, as well as with
13 manager. Mr. Montoya verified that he had been paid monies by manager for trunks, robes
14 and shoes for both men. Mr. Montoya testified that he had long experience in boxing and
15 that neither boxer nor Mr. Contreras understood the nature of boxing sufficiently. Mr.
16 Montoya opined that manager had always acted in the best interests of both men and that it
17 was only their inexperience that prevented them from seeing this. Mr. Montoya stated that
18 he believed that manager had correctly chosen fights for boxer and Mr. Contreras and that
19 if permitted to do so, would help both to develop their careers to the extent possible.

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

24 DETERMINATION OF ISSUES

25 1. The Arbitrator has jurisdiction over the parties and over the subject matter
26 of the arbitration and pursuant to the boxer-manager contract between the parties thereto,
27 may issue an appropriate order.
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1 California, or by the commission in any sister jurisdiction which recognizes the California
2 Commission, and causing the same to be paid to Rudy Tellez until the balance called for in
3 this order is paid in full. Upon the effective date of this decision, the Commission shall
4 release to Manager Tellez the proceeds of any manager's share of any purses which have
5 been withheld pending determination of the requested arbitration.

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

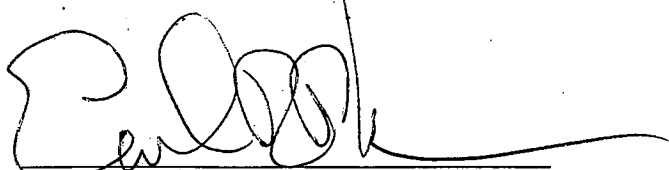
12 4. Boxer and any new manager he obtains shall truthfully report to the
13 Commission the amount of money actually paid to him for each bout wherever it takes
14 place and the failure to accurately and truthfully report and account for purse monies will
15 constitute grounds to suspend the license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

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

19 DATED: January 17, 2001

21
22 ARBITRATOR

ROB LYNCH, EXECUTIVE OFFICER
STATE ATHLETIC COMMISSION

23
24 

25 EARL R. PLOWMAN
Deputy Attorney General

26 Attorney for Arbitrator

DECLARATION OF SERVICE BY MAIL

Case Name: **Miguel A. Gomez, Boxer and Rudy Tellez, Manager**

No.: 914 4/6

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:

Miguel Gomez
22123 Arline Avenue, #1
Hawaiian Gardens, CA 90716

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

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BEFORE AN ARBITRATOR
STATE ATHLETIC COMMISSION
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract
Dispute Between:
BRANDON VERA, Mixed Martial Artist
and
MARC DION, Manager.

Case No. **091707-2**
DECISION OF THE ARBITRATOR

The above captioned arbitration matter came on regularly for hearing before Armando Garcia, 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 September 17, 2007 at the Office of the Attorney General, 110 West "A" Street, Suite 1100, San Diego, California 92101, pursuant to written notice to all parties. Karen Chappelle, Supervising Deputy Attorney General acted as counsel to the Arbitrator. Brandon Vera, Licensed Mixed Martial Artist (Hereinafter "Vera") appeared and was represented by Craig Nicholas, Esq. He also presented Joe Silva, the Vice President of Talent Relations with the Ultimate Fight Championship Manager Marc Dion (Hereinafter "Manager") was present and represented by Stephen Cummings, Esq. Both parties were prepared to proceed. Based upon the records of the Commission, Notices to the parties, and following the taking of testimony of the parties and other witnesses under oath, and

1 following receipt of documents in evidence and upon taking official notice of the records
2 and proceedings of the California State Athletic Commission and following submission of
3 the parties of oral arguments on the evidence and due consideration thereof, the Arbitrator
4 now makes the following:

5 **FINDINGS OF FACT**

6 1. On August 4, 2004, Brandon "The Truth" Vera , entered into a
7 "Mixed Martial Arts/Kick Boxing Contract/Manager Contract (hereinafter, Boxer-Manager
8 Contract)" with respondent, manager Mark Dion (hereafter "Dion"). (Exh. 1 of arb.
9 hearing, p. 1.) This contract was different in form and content from the actual
10 Commission Boxer-Manager contract, a State of California form, and it was not approved
11 by the California State Athletic Commission (hereafter "Commission"). (Exh. 1, Clause
12 1(a).) Among other differences, this contract called for Dion as manager to receive a share
13 of all compensation from any source paid to Vera.

14 2. On September 21, 2005, Vera entered into the contract at issue in the
15 instant arbitration, a Commission-approved "Boxer-Manager" contract with Dion. (Exh. 2
16 of arb. hearing, pp. 1, 2.) Under this contract, Vera agreed to render services from
17 September 21, 2005 to September 20, 2010 "solely and exclusively for Manager [Dion] in
18 such boxing context, exhibition, or training exercises as Manager shall from time to time
19 direct," and to pay Dion 33 and 1/3 percent of any money Vera earns for his services " in
20 such boxing context, exhibition, or training exercises." (Exh. 2, Clause A, p. 1.) This
21 contract limits a manager's compensation to purses. No addendum was added to the
22 standard Commission contract to expand the scope of the manager's share beyond purses.
23 Dion agreed to use his "best efforts to secure remunerative boxing contests and at all
24 times to act in the best interest of Boxer." (Exh. 2, Clause B, p. 1.) The Commission
25 contract requires controversies between the parties to submit to binding arbitration. (Exh.
26 2, Clause C(4).)

27 //

1 3. Following the signing of the contract, Vera fought Fabiano Schwermer
2 on October 3, 2005 and won a second round TKO. Vera then fought Justin Eilers on
3 February 4, 2006 and won with a KO in the first round. Soon after entry of the September
4 2005 Commission-approved contract, Dion obtained a three-fight UFC promotional
5 contract for Vera. Under this promotional contract, Vera fought Asuario Silva on May 27,
6 2006 and won by submission in Round 1. Vera fought the second fight with Frank Mir on
7 November 18, 2006 and won by TKO in the first round. (Dion arb. brief, p. 3; Vera arb.
8 brief, p. 3.) According to UFC sources, Vera sustained an injury in the Mir match and did
9 not fight match in the UFC promotional contract until after this arbitration.

10 4. Following the Mir match, Dion began negotiations for a second UFC
11 fight contract to significantly increase Vera's earnings. On December 4, 2006, UFC
12 President Dana White met with Dion to discuss re-signing Vera to a new multi-fight deal
13 with the UFC, and White made an offer by writing a series of numbers on a Post-it note.
14 (Dion arb. brief, pp. 3-4.) Dion discussed the offer with Vera, who wanted to make a
15 counter-offer for more money. Dion telefaxed the discussed counter-offer for Vera to
16 approve. Upon Vera's approval, on December 7, 2006, Dion e-mailed the counter-offer to
17 White. Vera reviewed the sent e-mail, and told Dion he wanted a signing bonus. Dion
18 revised the counter-offer to include the signing bonus, and e-mailed the revised counter-
19 offer. (Dion arb. brief, pp. 4-5, citing Dion's Exh. 42.) In late December, UFC
20 "matchmaker" Joe Silva told Dion that "the real UFC's offer was 50/50 for the first fight,
21 60/60 for the second fight, and 70/70 for third fight. If VERA became a World Champion it
22 would be 90/90, 100/100, 110/110 as well as \$100,000.00 signing bonus." Vera was not
23 interested in this offer, so Dion rejected it on December 26, 2006 at 4:46 p.m. (Dion arb.
24 brief, p. 5, citing Dion's Exhs. 39 and 46.) That same day, at 7:16 p.m., the UFC sent Dion
25 a letter extending Vera's contract three months on the ground that Vera was injured in
26 May 2006. Dion felt that the UFC was trying to punish Vera for rejecting its offers. Dion
27 and Vera decided to dispute the UFC's attempt to extend the contract, and to try to
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1 schedule Vera's third fight by May 27, 2007, as required by the UFC's three-fight contract,
2 in order to give Vera additional leverage. (Dion arb. brief, p. 5.) Since the UFC did not
3 discuss any proposed fights, in January 2007 Dion hired attorney Stephen Cummings to
4 help negotiate with the UFC. (Dion arb. brief, pp. 5-6.)

5 5. Angry with the UFC offer and questioning that offer, Vera decided to
6 travel to Las Vegas in February 2007 (RT 49) and directly approach "matchmaker" Silva
7 without Dion. Vera met with Silva, who represented to Vera that the UFC's offer on the
8 Post-it note included a \$100,000 signing bonus. Thereafter Vera's communications with
9 Dion broke down. (RT 27-28, 49.) Vera called and met with Floyd Evangelista, who
10 wanted to become Vera's manager in the Philippines and who said a sponsor in the
11 Philippines wanted to pay Vera \$30,000. Not wanting to turn down the deal, Vera
12 instructed Evangelista to contact Dion. Afterward, Dion called Vera to tell him that
13 Evangelista could get him a \$25,000 sponsorship from the Philippines. (RT 28-29.)

14 6. In March 2007, Vera told the UFC not to deal with Dion, but he did
15 not inform Dion. (Dion arb. brief, p. 6.) On March 21, 2007, attorney Cummings
16 received a letter from attorney Pollie Gautsch. This letter tried to terminate the August
17 2004 contract for alleged sponsorship violations. (Dion arb. brief, p. 7, citing Vera's Exh.
18 1.) On March 26, Cummings advised that the Commission-approved September 2005
19 contract was controlling, not the August 2004 contract. (Dion arb. brief, p. 7.)

20 7. Believing Dion to have breached his fiduciary duty as Vera's manager,
21 Vera ended their relationship. (Vera arb. brief, p. 3, ¶ 2.)

22 8. Through attorney Craig Nicholas, Vera requested arbitration of his
23 dispute with Dion. (Nicholas's 7/11/07 letter to Commission Executive Officer Garcia.)
24 On September 17, 2007, an arbitration hearing was held before State Athletic Commission
25 Executive Officer Armando Garcia. (RT 2.) Attorney Craig Nicholas appeared on behalf of
26 Vera, attorney Cummings appeared on behalf of Dion, and SDAG Karen Chappelle
27 appeared on behalf of the arbitrator. (RT 2.) At the conclusion of the hearing, the matter
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1 was submitted. (RT 134.)

2 9. On October 20, 2007 Vera fought Tim Sylvia, the final fight pursuant
3 to the original UFC promotional contract and lost a unanimous decision.

4 Claimant Vera's Arguments

5 10. Vera argues that Dion breached his fiduciary duty to Vera in three
6 ways. (Vera arb. brief, pp. 4-6.) First, Dion misrepresented UFC contract negotiations.
7 Vera maintains that after he defeated Silva and Mir, the UFC became interested in making
8 him the next challenger for the heavyweight title. Having been told by Vera about the
9 importance of obtaining a multi-fight, signing-bonus contract with the UFC, Dion
10 misrepresented to Vera that the UFC would not offer him a signing bonus, when in fact the
11 UFC had offered Vera a \$100,000 signing bonus. Because of Dion's misrepresentation,
12 Vera claims he lost his "number one contender status and an opportunity to fight for the
13 title," he lost "months of fighting in the prime of his career," and he lost his trust of Dion.
14 (Vera arb. brief, pp. 3-4.)

15 11. Second, Vera contends that Dion breached his fiduciary duty by
16 misrepresenting to Vera that a sponsor offered less money than what was offered, with
17 Dion planning to pay a kickback to someone who provided the referral. (Vera arb. brief, p.
18 5.)

19 12. Third, Vera maintains Dion breached his fiduciary duty by harming
20 Vera's relationship with the UFC and potential sponsors. Vera claims that the overly
21 aggressive and abrupt Dion "treated UFC representatives in a caustic and unreasonable
22 manner," and "verbally berated a potential sponsor during negotiations, ending the
23 potential sponsorship opportunity." (Vera arb. brief, p. 5.)

24 Respondent Dion's Arguments

25 13. Dion first objects to consideration of Vera's sponsorship dispute
26 because it is based on the August 2004 contract that was not approved by the
27 Commission, and not the Commission-approved and therefore controlling September
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1 2005 contract. (Dion arb. brief, pp. 7-8.) Next, he denies breaching the September 2005
2 contract, since he obtained a UFC contract providing for three fights within the year.
3 (Dion arb. brief, p. 9, citing Dion's Exh. 35.) Dion claims that Vera is the one who
4 breached their contract by advising the UFC that Dion was no longer Vera's manager.
5 (Dion arb. brief, p. 9.) (Dion also accuses Vera of slandering him on the Internet.)

6 14. Regarding Vera's claim that Dion failed to disclose a \$100,000 signing
7 bonus offered by the UFC, Dion questions why an e-mail set forth in Vera's Exhibit 26 was
8 only sent to UFC representative Dana White and to a Lorenzo Fertitta, and not sent to
9 Dion. Dion maintains that Vera's attempt to use the e-mail to void the September 2005
10 contract is questionable, since the purposed e-mailed offer was not communicated to
11 Dion. (Dion arb. brief, p. 10.) (Dion suggests that the UFC and Vera "were working
12 together behind the scene" to exclude Dion and terminate his 33 and 1/3 percent
13 commission. Dion maintains that the UFC committed intentional interference with Dion's
14 contract with Vera. Dion asks the Commission to independently investigate the UFC's
15 actions. (Dion arb. brief, p. 11.))

16 15. Next, Dion argues that Vera submitted no evidence regarding the
17 Philippine offer, and it is irrelevant. While individuals from the Philippines expressed an
18 interest for Vera to fight there, Vera could not fight anywhere without the UFC's
19 permission. Citing Exhibit 54, Dion states he notified the UFC about a possible fight in the
20 Philippines, but that the UFC never responded. Dion contends the lack of response was
21 due to the UFC's intentional interference with Dion's contract with Vera, so that the UFC
22 and Vera could reduce their expenses by Dion's 33 and 1/3 percent commission. (Dion
23 arb. brief, p. 11.)

24 16. Dion maintains that in March 2007, he forwarded an accounting that
25 neither Vera nor his attorney disputed, and that the expenditures and receipts show Dion's
26 good-faith efforts toward Vera. (Dion arb. brief, p. 12, citing Exh. 1 in Financial
27 Documentation Folder.) Dion requests the arbitrator order that Dion be paid 33 and 1/3
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1 percent of any money paid by the UFC to Vera or any other entity or person for any
2 fighting activities until September 2010. (Dion's arb. brief, p. 14.)

4 DISCUSSION

5 17. The problem facing the Arbitrator in this matter is that the item
6 that is the source of the dispute between the parties is an oral bonus allegedly
7 promised as a part of renegotiation of a UFC promotional contract that everyone
8 agrees existed, but is outside specific terms of the Boxer-Manager contract. The
9 Arbitrator's problem is compounded by the terms of the 2004 Boxer-Manager
10 contract which was not approved by the Commission. This proposal contained
11 much broader remuneration for Dion, as it went beyond purses and included a
12 manager's share of all remuneration paid to Vera for any purpose, including signing
13 bonuses. Essentially the parties have now come before the Commission seeking
14 adjudication of an outside agreement with a Nevada promoter that was not ever
15 presented to the Commission for its approval and seeking compensation under a
16 contract that was not accepted by the Commission.

17 18. The Commission has no jurisdiction to arbitrate or adjudicate the
18 UFC promotional contracts, as these appear to uniformly confer jurisdiction to litigate
19 them in the courts of Las Vegas, Nevada. However, in determining whether the conduct of
20 the parties to the California Boxer-Manager warrants the relief sought in this arbitration,
21 the arbitrator may consider the actions of all persons directly or indirectly involved.

22 19. By the terms of the Boxer-Manager contract signed by the parties and
23 accepted by the Commission, Manager is only entitled to compensation in the form of a
24 fixed share of each of Boxer's purses during the term of the contract. No mention is made
25 of compensating Manager for either signing bonuses or other bonuses paid by a third party
26 promoter or sponsor in the contract in effect, and no addendum was ever filed that would
27 have authorized this. For that reason, the parties must adjudicate their dispute over the
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1 bonuses pursuant to the terms of the promotional contract or in the courts.

2 20. For purposes of this arbitration, it is necessary to determine whether
3 Manager acted reasonably and in the best interests of Boxer in terms of the allegedly
4 offered promotional and endorsement opportunities. There was no evidence presented
5 that Manager would in any way have benefitted from the rejection of a bona fide
6 promotional or endorsement opportunity. Even though the Boxer-Manger contract
7 approved by the Commission limits Manager's compensation to purses from boxing
8 contests, exhibition or training exercises (Clause A1) it is in Manager's interests to use his
9 best efforts in all areas on behalf of Boxer and career.

10 21. What is clear from the record is that Boxer sought compensation in
11 liquid form and made this known to Manager. In the case of one of the endorsement
12 allegedly offered, it appears that the compensation offered includes stock in lieu of cash.
13 Knowing the wishes of Boxer, it cannot be said that rejection of such an offer by Manager
14 was unreasonable.

15 22. While the record contains some discussion about a possible fight in
16 the Philippines, it appears that there was never a firm offer for this show or shows and it
17 remained just a discussion.

18 23. In the case of the promotional contracts with UFC, the arbitrator
19 notes that the compensation and bonus allegedly offered consists of a Post-it note. While
20 it is not disputed by the parties that the note was apparently written by Dana White,
21 President of the UFC, the existence or non-existence of the elusive signing bonus appears
22 to have come from Mr. Silva, who is identified as a matchmaker and an attorney at
23 different places, "explaining" the Post-it note. There is also a series of letters in the
24 evidence from Kirk Hendrick, who is identified as Chief Operating Officer of UFC. It
25 seems to the arbitrator that the ambiguity of the Post-it note, which appears to be the root
26 of the current dispute, could have been avoided if UFC had put their offer in the form of a
27 proposed contract and sent it to Manger.

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1 24. It is the responsibility of the Commission to not only ensure fighter
2 safety, but to act in the best interests of boxing and martial arts in the enforcement of
3 contracts approved by it. The boxer has not met his burden of proving that the manager
4 has engaged in illegal conduct in violation of the laws and regulations of the Commission
5 which would establish legal cause for issuance of an order terminating the contract
6 however, the evidence has established that the personal relationship between the boxer
7 and manager has deteriorated to the point where an impasse exists has been created
8 which is not good for either party or for boxing or mixed martial arts in general.

9 25. A boxer-manager contract by its very nature is a contract for the
10 performance of personal services and contains an implied covenant and promise by both
11 parties of good will, trust and mutual cooperation, which in this case has been frustrated.
12 There was testimony that this breakdown of respect and of trust between the parties has
13 resulted in verbal exchanges leading the arbitrator to conclude that the boxer and manager
14 are presently incompatible to the extent that it would be contrary to the best interests of
15 boxing and the boxer to force him to remain under contract until the expiration of the
16 term. It is therefore consistent with the best interests of boxing and the boxer to allow the
17 boxer to terminate the current contract upon terms and conditions which are fair, just and
18 equitable to both parties.

19 26. There does not appear to be a dispute between Vera and Dion that
20 Dion has been reimbursed for expenses and purses up through the Mir bout. Dion asserts
21 that he is entitled to 1/3 of Vera's purses through the end date of the contract in 2010.
22 While Dion is entitled to some of the benefit of his bargain with Vera, it does not appear to
23 the arbitrator that this request is justified. However, Dion negotiated the original
24 promotional agreement with UFC, and he should be entitled to the Manager's 1/3 share of
25 the last fight purse in that original promotional agreement.

26 27. In addition to 1/3 of Vera's purse from the Sylvia fight, the arbitrator
27 finds that based upon the figures under discussion between UFC and Dion, and what was
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1 represented to Vera by Silva about the Post-it note, that a fair projection of Vera's purses
2 through 2010 could range from several hundred dollars to in excess of a million dollars.
3 However, the arbitrator has no information on the extent of Vera's injuries but can
4 estimate based upon his knowledge, training and experience that the effect the loss in
5 November, 2007 will have a considerable negative impact on that amount. Accordingly,
6 the Arbitrator determines that the reasonable likelihood of reimbursement from boxer's
7 future purses is the sum of \$100,000. This amount is found to be fair, just and equitable
8 and can either be paid by boxer or any future manager or may come from boxer's future
9 purses.

10 DETERMINATION OF ISSUES

11 1. The Arbitrator has jurisdiction over the parties and over the subject
12 matter of the arbitration, but not over the promotional agreement signed by both Vera and
13 Dion with UFC Promotions and any subsequent promotional agreements not filed with the
14 Commission and approved by them.

15 2. Vera has not met his burden of proving that Dion engaged in illegal
16 conduct in violation of the laws and regulations of the Commission which would establish
17 legal cause for issuance of an order terminating the contract or that Dion failed to act in a
18 reasonable manner in discharging his obligations as a manager as provided for in the
19 contract. However the evidence has demonstrated that the level of distrust that exists
20 between Vera and Dion is such that termination of their contract would be in the best
21 interests of mixed martial arts and the parties.

22 3. The Arbitrator does not have jurisdiction to award monetary damages
23 pursuant to the boxer-manager contract, but may act to equitably terminate the Boxer-
24 Manager contract signed in 2005 in a manner consistent with the best interests of boxing
25 and martial arts.

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

1. The petition for termination of the Boxer-Manager contract signed on September 10, 2005 between Brandon Vera, Mixed Martial Artist and Marc Dion, Manager is granted and the contract is hereby ordered terminated.

2. Boxer shall pay to Manager the sum of 1/3 of the purse paid to Vera from the fight with Tim Sylvia in November, 2007. In addition, Vera shall pay, or cause to be paid, the sum of one hundred thousand dollars (\$100,000.00) to Dion from his future purses.

3. Payment of the sums called for by this order shall be accomplished by the Commission withholding one-third of each future purse earned by the boxer in California, or by the commission in any sister jurisdiction which recognizes the California Commission, and causing the same to be paid to Marc Dion until the balance is paid in full.

4. Should Vera seek to obtain another manager at any time prior to full payment or satisfaction of the award, the entire unpaid balance, if any exists, shall be due and owing, and some accommodation to pay the remaining amount must be made before Vera will be permitted to enter into a new manager relationship in California or in any jurisdiction which recognizes the lawful orders of the California Commission and the new manager acknowledge that he or she has been provided with a copy of this decision.

5. Vera and any new manager he obtains shall truthfully report to the

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Commission the amount of money actually paid to him for each bout wherever it takes place and the failure to accurately and truthfully report and account for purse monies will constitute grounds to suspend the license of Vera as well as the license of any future manager of Vera or any promoter who falsely reports amounts of purse money in any bout agreement or in any bout in which Vera participates.

This Decision shall become effective on March 28, 2008

DATED: March 3, 2008



ARMANDO GARCIA, EXECUTIVE OFFICER
STATE ATHLETIC COMMISSION
Arbitrator

Attorney for Arbitrator

Exhibits Testified to at Arb. Hearing:

- 1: pre-Commission-approved contract (RT 18)
- 2: Commission-approved contract (RT 19)
- 3: 3/24/06 letter from White to Vera stating that the UFC agreed to pay Vera a signing bonus (RT 50-51, 98)
- 7: Vera/Dion's counter-offer to UFC, which Dana White forwarded to Silva (RT 22, 87)
- 9: UFC's extension letter (RT 75)
- 31: UFC offer of 50/50, 60/60, 70/70, and if Vera became a champion, 90/90, 100/100, 110/110 plus \$100,000 signing bonus (RT 88, 92, 97)
- 39: 12/4 original UFC "post-it" offer (RT 58, 62)
- 41: Dion's counter-offer e-mail to Dana White in response to "post-it" offer (RT 65, 67, 102)
- 42: Dion's fax to Vera of the scratch paper proposing the final, full counter-offer to White (RT 66-69)
- 43: Dion's e-mail to Dana White regarding 12/14 phone conversation (RT 71)
- 44: Joe Silva 12/21 phone call to Dion (RT 72)
- 45: Vera negotiating in the Philippines (RT 73)
- 46: Dion informing White that Vera and Dion "decided to pass" because Silva's numbers are half of what White offered four days earlier (RT 73)
- 50: Dion sending mass e-mails re sponsorships (RT 75-76)
- 55: 3/6/07 e-mail from Dion to Joe Silva; Dion asked Silva is there was any news on Vera's next fight (RT 83, 119)
- 65: 12/14 Elite XE press conf. W/ Dion, Vera and Dion-managed boxer, K.J. Nunes (RT 69-70)

DECLARATION OF SERVICE BY MAIL

Re: **BRANDON VERA**, Boxer and **MARK DION**, Manager

State Athletic Commission Case No. 091707-2

I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, Suite 1702, 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:

STEPHEN T. CUMMINGS, ESQ.
835 Fifth Avenue, Suite 303
San Diego, CA 92101-6136

CRAIG NICHOLAS, ESQ.
Nicholas & Butler, LLP
225 Broadway, 19th Floor
San Diego, CA 92101

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 6, 2008**, 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 6, 2008**, at Los Angeles, California.

HENRIETTA E. GAVIOLA
Declarant

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

In the Matter of the Consolidated Arbitration
of Contract Dispute Between:

CARLOS BALDOMIR, Boxer

and

JAVIER D. ZAPATA, Manager.

Case No. 082707-1

(Consolidated)

**DECISION OF THE
ARBITRATOR**

The above captioned arbitration matter came on regularly for hearing before June Collison, a Commissioner of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The Arbitrator was assisted by Deputy Attorney General Earl R. Plowman. The matter was convened at 11:15 a.m. on September 24, 2007 at the Office of the Attorney General in Los Angeles. Carlos Baldomir (hereinafter "Boxer"), was present and represented by David Gutierrez, Esq. Javier D. Zapata (hereinafter "Manager") was present and represented by William Boon, Esq. At the request of Boxer, the following persons were present and placed under oath; Patrick Castro Salazar, Court Certified Interpreter; Juan Abraham-Larena, and Diane Vitols, Director/Legal Department Sycuan Band of the Kumeyaay Nation. During the

1 arbitration proceeding, testimony under oath was taken by telephone from Scott
2 Woodworth, Vice President of Sycuan Ringside Promotions. Said testimony
3 was taken at the request of Boxer's attorney and not objected to by Manager's
4 counsel.

5 Based on the Notices to the parties, the records of the Commission,
6 the testimony under oath, written documents furnished by the parties and
7 arguments made both at the arbitration and afterwards,¹ the Arbitrator now
8 makes the following:

9 **FINDINGS OF FACT**

10 1. Boxer and Manager were at the time of the making of the
11 Boxer/Manager contract which is the subject of this arbitration, both licensed by
12 the Commission. Boxer is not currently licensed in California. Manager
13 represents that he renewed his Manager's license in California in February, 2007
14 although a search of the records of the California State Athletic Commission
15 conducted on September 24, 2007 did not disclose such a renewal. A
16 subsequent request for further information did, in fact, disclose that Manager is
17 in good standing for the licensing year 2007.

18 2. On or about August, 2002 Boxer and Manager appeared before
19 an official of the Commission and executed a standard boxer/manager form
20 contract, the term of which was five (5) years. The contract was approved by the
21 Commission and called for Manager to be paid 33% of Boxer's purses. In or
22 about January, 2006 a dispute arose between Boxer and Manager over which
23 party was obligated to pay for Boxer's trainer. On or about April 13, 2006, Boxer
24 and Manager again appeared before a Commission representative and entered

25
26 1. Counsel for the Arbitrator received post hearing communication from Mr. Zapata on
27 September 25, 2007 which was a fax of a 2007 license renewal together with a receipt for
28 certified mail No. 7004 1350 0001 7283 5787. Counsel for the Arbitrator verified with the U.S.
Postal Service web site that this certified item was in fact delivered on February 22, 2007 in
Sacramento, CA. 95825.

1 into a two (2) year contract which provided for a 15% share of Boxer's purses to
2 be paid to Manager.

3 3. On August 25, 2005, between the two Boxer Manager
4 contracts, Boxer and Manager entered into a two (2) year promotional contract
5 with Sycuan Ringside Promotions, a California Corporation. This contract was
6 not on the forms of the California State Athletic Commission, nor was it
7 submitted to the Commission for its adoption and approval. A copy of the
8 contract was received at the arbitration hearing. Clause 4 of the promotional
9 contract calls for payment of a signing bonus of \$10,000.00 to Boxer. There is
10 no reference to compensation for Manager from the signing bonus in the
11 contract or whether Manager was entitled to any other monies paid to Boxer by
12 Sycuan.

13 4. On January 7, 2006, Boxer defeated Zab Judah for the WBC
14 Welterweight title. There is no claim that the parties were not paid their
15 respective shares of the purse for this bout pursuant to the Boxer-Manager
16 contract. The testimony was that this was where the dispute over payment to
17 the trainer arose, which resulted in the current Boxer-Manager contract.

18 5. On July 22, 2006, Boxer had his first title defense against
19 Arturo Gatti, which he won. The purse for this bout was \$1,000,000.00. There is
20 no dispute that Manager was paid his share of the purse pursuant to their April,
21 2006 contract which was approved by the Commission.

22 6. In addition to the purse, an oral promise was made by Sycuan
23 Promotions, that Boxer would be given a bonus of \$100,000.00 if he retained his
24 title. There was no testimony as to what amounts, if any, would be charged
25 against the bonus as advances, expenses, or other costs. In response to
26 questions by the Arbitrator to Scott S. Woodworth, Vice-President of Sycuan
27 Ringside Promotions, who testified by telephone, it was established that there
28 was no clear policy in place as to what Manager could or could not ask for from

1 Sycuan, or what Manager could charge against Boxer's purse or bonus as
2 expenses.

3 7. On or about July 25, 2006 Boxer went to the offices of Sycuan
4 Promotions where, according to his testimony and his papers, Boxer expected to
5 receive approximately \$66,000.00 after advances and costs to transport
6 members of his family from their home in Argentina to the bout in New Jersey. In
7 fact, Boxer was given \$42,942.40. Boxer testified that he requested both his
8 Manager and Sycuan, his promoter about the amount. Boxer asked Manager
9 for an accounting of the amounts deducted from the bonus and Manager
10 promised to obtain it. Boxer did not get an accounting until he began to prepare
11 his 2006 income taxes in February, 2007. At that time he personally obtained
12 the details of the deductions from the bonus from Sycuan Ringside Promotions.
13 The accounting supplied to Boxer and recapitulated by Boxer's counsel as an
14 attachment to his arbitration brief, shows that both Boxer and manager took
15 advances against the bonus which totaled \$57,057.60. Of this total, Manager
16 received or authorized charges totaling \$22,804.29.

17 8. On November 4, 2006, Boxer lost his title to Floyd
18 Mayweather, Jr. at the Mandalay Bay Resort and Casino in Las Vegas, Nevada.
19 There is no claim of any outstanding money due and owing between the parties
20 from this bout. It was alleged by Boxer that Manager was intoxicated at the
21 Mayweather fight; however it was agreed by the parties that the negotiations for
22 this bout were handled mostly by Sycuan Ringside Promotions and that
23 Manager's involvement was mostly limited to urging Boxer to sign the bout
24 agreement. Manager stated that at the time of the Mayweather fight, he was in
25 Las Vegas, but on vacation.

26 9. On July 28, 2007 Boxer lost a bout to Vernon Forrest at the
27 Emerald Queen Casino in Tacoma, Washington. Manager claims that he is
28 owed 15% of Boxer's purse from this match although it was agreed that Boxer

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ORDER

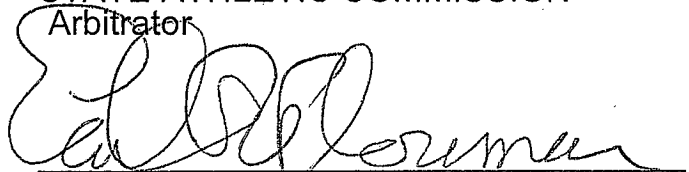
1. The arbitration petition heretofore filed is granted and the Boxer-
Manager contract between the parties is dissolved.

2. The Manager's claimed share of the Forrest purse is denied and
would be an unjust enrichment. Manager played no role in securing the fight
and has not contributed to nor advanced the career of Boxer since the
Mayweather bout.

This Decision shall become effective on January 13, 2008

DATED: December 13, 2007

JUNE COLLISON, COMMISSIONER
STATE ATHLETIC COMMISSION
Arbitrator



EARL R. PLOWMAN
Deputy Attorney General

Attorney for Arbitrator

DECLARATION OF SERVICE
(AG Mailroom)

Case Name: In the Matter of the Consolidated
Arbitration of Contract Dispute Between:
**CARLOS BALDOMIR, Boxer, and JAVIER D.
ZAPATA, Manager.**

Case No.: 082707-1

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 So. Spring St., Los Angeles, CA 90013

I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On December 13, 2007, 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 internal mail collection system at the Office of the Attorney General, addressed as follows:

David Gutierrez, Esq.
LAW OFFICE OF DAVID GUTIERREZ
THE CHAMBER BUILDING
110 West "C" Street, Suite 2201
San Diego, CA 92101
Attorney for Boxer, Carlos Baldomir

Carlos Baldomir
c/o Diane Vitols
5459 Sycuan Rd.
El Cajon, CA 92019

William Boon, Esq.
858 North Curson Avenue
Los Angeles, CA 90046

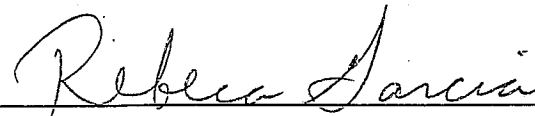
Commissioner June Collison
California State Athletic Commission
1424 Howe Avenue, Suite 33
Sacramento, CA 95825-3217

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on December 13, 2007, at Los Angeles, California.

Rebeca Garcia

Typed Name



Signature

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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:)	
CECILIO ESPINO, Boxer	)	DECISION OF THE
	)	ARBITRATOR
and)	
ANGEL TORRES, Manager.)	

TO CECILIO ESPINO AND ANGEL TORRES:

Cecilio Espino (hereinafter "the boxer") and Angel Torres (hereinafter "the manager") notified the State Athletic Commission that a dispute existed between them concerning their three (3) year contract dated July 25, 1990, currently on file with the commission. The boxer requested the State Athletic Commission to arbitrate the dispute pursuant to paragraph C.4. of said contract. Assistant Executive Officer Steven L. English was the arbitrator appointed by the commission to hear the matter. Supervising Deputy Attorney General Ron Russo, acted as legal counsel for the arbitrator. An arbitration hearing was held in this matter in Room 8012 of the State Building, located at 107 South Broadway, Los Angeles, California, on November 7, 1991.

1 The boxer and manager appeared in person and represented
2 themselves. The manager requested a continuance which was denied
3 because it was not timely raised and it lacked good cause.
4 Evidence, both oral and documentary, was presented and the matter
5 was submitted for decision.

6 The arbitrator now makes the following:

7 FINDINGS OF FACT

8 I

9 At all times pertinent herein:

10 (a) Cecilio Espino was and now is a professional boxer
11 licensed by the State Athletic Commission.

12 (b) Angel Torres was and now is a manager licensed by
13 the State Athletic Commission.

14 II

15 On July 25, 1990; the boxer entered into a three (3)
16 year contract with his manager. Prior to this, the manager had
17 paid ten thousand dollars (\$10,000) to the boxer's Mexican
18 manager for a release of the Mexican contract. The boxer
19 received one-third of the money. The manager, Mr. Torres, had an
20 arrangement with Joe Hernandez wherein Mr. Hernandez supervised
21 the boxer's training and helped procure boxing contests.

22 III

23 The boxer's career developed well and in January of
24 1991 he was 17-0. Around this time the relationship of the
25 parties began to deteriorate. Despite the efforts of the
26 manager, the boxer did not engage in any more boxing contests
27 arranged by him.

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IV

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On May 27, 1991 the boxer fought in Mexicali against Jose Gomez who was 14-2 at the time. The boxer won by a knockout in the first round. The boxer testified he received no purse for this bout. The arbitrator finds that the fair market value of the boxer's services for this boxing contest would have been three thousand five hundred dollars (\$3,500).

8

V

9

The boxer's next fights were arranged by Mr. Hernandez. On or about July 1, 1991 the boxer won his nineteenth fight without a loss by knocking out Felix Monteil at the Forum in Inglewood, California. The manager received his share of the purse. The boxer next fought in Tijuana on or about August 5, 1991 against Miguel Martinez who was and is a very good boxer. The boxer lost his first fight by a knockout in the seventh round. The manager had to pay \$50 in order to collect his share of the purse for the Tijuana fight. The boxer's last fight was on or about October 7, 1991 at the Forum where he lost a ten round decision. The manager received his share of the purse for that fight.

21

VI

22

The boxer is 21 years of age and has a record of 19-2. The boxer has the potential to be a champion; however, he has lost his last two fights. There are less than two years remaining on the boxer-manager contract which is the subject of this arbitration. He has been earning purses in the three to four thousand dollar range (\$3,000 - \$4,000).

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VII

Any expenses or expenditures of the manager were either not documented according to the requirements of Rule 224 of the California Code of Regulations and, therefore, cannot be enforced as a loan, or were in the nature of money spent in furtherance of an investment in the boxer's career which, absent a written agreement complying with commission laws, are only reimbursed through the manager's shares of the boxer's purses.

VIII

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

IX

The manager has otherwise discharged his responsibilities under the contract although it was established that he has limited experience as a manager.

X

It was established that a good faith dispute has arisen between the boxer and the manager 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.

XI

It was established that the boxer is an excellent prospect with great potential. With proper training and motivation he should continue earning a substantial livelihood in boxing. Part of the boxer's development can be attributed to his

1 manager.

2 From the foregoing Findings of Fact, the arbitrator
3 makes the following:

4 DETERMINATION OF ISSUES

5 I

6 The Findings of Fact do not support a determination
7 that the manager committed any material violations of the express
8 provisions of the boxer-manager contract entered into July 25,
9 1990, and termination of the contract for such reason is not
10 warranted.

11 II

12 The facts set forth in Findings of Fact IV and V
13 constitute a breach of Paragraphs A.1., 2., & 6. of the parties'
14 boxer-manager contract with regard to the Mexicali and Tijuana
15 boxing contests.

16 The arbitrator hereby sanctions the boxer five thousand
17 dollars (\$5,000) for these breaches.

18 Furthermore, the arbitrator determines that the manager
19 is entitled to receive one thousand two hundred dollars (\$1,200)
20 for his share of the reasonable value of the boxer's services for
21 the Mexicali boxing contest.

22 Furthermore, the arbitrator finds that the manager is
23 entitled to reimbursement of the fifty dollars (\$50) he spent in
24 collecting his share of the purse for the Tijuana fight.

25 III

26 A boxer-manager contract by its very nature is a
27 contract for the performance of personal services and contains an

1 implied covenant and promise of mutual cooperation and goodwill
2 which has been frustrated in his case. The boxer and his manager
3 are no longer compatible and, therefore, it is consistent with
4 the best interests of boxing to allow the boxer and the manager
5 to terminate their contract upon certain terms and conditions
6 deemed fair, just, and equitable.

7 IV

8 The manager is entitled to receive a reasonable sum of
9 money for the termination of his contractual right which the
10 arbitrator finds to be forty thousand dollars (\$40,000) based on
11 all the facts and circumstances presented in this matter. This
12 combined with the amounts specified in Determination of Issues II
13 makes a total of \$46,250 (\$40,000 compensation for termination of
14 the contract, \$5,000 sanction, \$1200 for the Mexicali fight and
15 \$50 in expenses for the Tijuana fight).

16 WHEREFORE, the following decision is made:

17 1. Termination of the boxer-manager contract is
18 warranted at this time.

19 2. Under the facts and circumstances set forth
20 hereinabove, it is consistent with the best interests of boxing
21 and the boxer to compensate the manager for termination of his
22 contractual interest in the amount of forty thousand dollars
23 (\$40,000).

24 3. Pursuant to Determination of Issues II the manager
25 is entitled to an additional six thousand two hundred dollars
26 (\$6,200). Therefore, the total monetary award is forty six
27 thousand two hundred dollars (\$46,200).

1 4. Payment will be accomplished by the commission
2 withholding one-third of each future purse earned by the boxer in
3 California or any jurisdiction which recognizes the California
4 Commission and causing the same to be paid to the manager until
5 the balance is paid in full. Should the boxer seek to obtain
6 another manager prior to full payment or satisfaction of the
7 award, the entire unpaid balance, if any exists, will be due and
8 owing and some accommodation must be made before the boxer will
9 be permitted to enter into a new boxer-manager relationship in
10 California or any jurisdiction which recognizes the lawful orders
11 of the California commission.

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

17 This decision shall become effective on the 5th day of
18 December 1991.

19 DATED: This 5th day of December, 1991.

20 STEVEN L. ENGLISH
21 Assistant Executive Officer
22 State Athletic Commission
23 Arbitrator

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

26 Arbitrator's Attorney

27 RR:st
27 c:\wp\ron\espino.doa
27 03501110-LA91AD2665

DECLARATION OF SERVICE BY MAIL

Re: CECILIO ESPINO, Boxer and ANGEL TORRES, Manager

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 South Spring Street, Suite 500, Los Angeles, California 90013; I served a copy of the attached

DECISION OF THE ARBITRATOR

Mr. Cecilio Espino
268 E. Verdugo #C
Burbank, California 91502

Mr. Angel Torres
6235 S. Pickering Avenue #4
Whittier, California 90601

Each said envelope was then, on December 5, 1991, 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 December 5, 1991, at Los Angeles, California.


SANDRA J. TERRELL

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:)
DANIEN DANCUTA, Boxer)
and)
BILL CENAN)
and)
IZIDOR MESESAN, Co-Managers.)

No. 94-7

DECISION OF THE
ARBITRATOR

Danien Dancuta (hereinafter "the boxer") notified the State Athletic Commission that a dispute existed between himself and his co-managers Bill Cenana and Izidor Mesesan concerning their five (5) year boxer-manager contract entered into on March 20, 1992, currently on file with the commission. The boxer requested the State Athletic Commission to arbitrate the dispute pursuant to paragraph C.4. of said contract. An arbitration hearing was held in this matter on June 14, 1994 at the Ramada Inn in Burbank, California. Commission Chairman William E. Eastman presided over the arbitration. Ron Russo, Supervising Deputy Attorney General, acted as legal counsel for the arbitrator. The boxer appeared and was represented by Leon Small, Esq. Bill Cenana (hereinafter "Cenana") appeared and was represented by Berndt Lohr-Schmidt, Esq. Izidor Mesesan (hereinafter, "Mesesan") appeared and represented himself.

1 Evidence, both oral and documentary, was presented and the matter
2 was submitted for decision.

3 The arbitrator now makes the following:

4 **FINDING OF FACT**

5 I

6 At all times pertinent herein:

7 (a) Danien Dancuta was and now is a professional
8 boxer licensed by this commission;

9 (b) Bill Cenana was and now is a manager licensed
10 by this commission;

11 (c) Izidor Mesesan was and now is a manager
12 licensed by this commission;

13 II

14 On March 20, 1992, the boxer entered into a five (5)
15 year contract with Bill Cenana and Izidor Mesesan. Said contract
16 was filed with and approved by the commission on said date.

17 III

18 In or about April 1993, Donald Cottrill answered an
19 advertisement in the newspaper which eventually lead him to enter
20 into agreements with Cenana dated May 22, 1993 and July 6, 1993.
21 In the May 22, 1993 agreement, Cenana purported to sell to
22 Mr. Cottrill 10% of all monies earned by the boxer for \$5,000 per
23 month from March 20, 1997 through March 20, 1997. This agreement
24 was signed by Cenana and Mr. Cottrill. In the July 6, 1993
25 agreement, Cenana purported to sell to Mr. Cottrill, on behalf of
26 Mesesan and Cenana, 10% of all monies earned by the boxer for
27 various sums including, but not limited to, \$10,000 down and

1 \$52,000 by August 20, 1993. This agreement was signed by Cenán
2 and bore what appeared to be Mesesan's signature.

3 Mr. Cottrill paid Cenán \$12,000 and has received no
4 money from Cenán or anyone else based on these agreements.

5 Mr. Mesesan did not sign the July 6, 1993 agreement nor
6 did he receive any funds pursuant to this or any other agreement
7 having to do with the boxer.

8 Neither of these agreements was submitted to the
9 Commission for their approval nor was the commission notified
10 concerning their existence.

11 IV

12 On or about July 23, 1993, Dancuta, Cenán, and Mesesan
13 signed what purported to be a "Manager-Boxer-Trainer Contract"
14 agreement which, in essence, provided that Cenán would be
15 Dancuta's trainer for 10% of his purses. On or about July 27,
16 1992 Cenán added, or caused to be added, to that agreement a
17 provision whereby Cenán purported to sell his 10% training fee to
18 Fred Rhyme for \$3,000 per month commencing August. 1, 1994 until
19 on or about March 20, 1997. Fred Rhyme and Cenán signed this
20 agreement on July 27, 1992.

21 Fred Rhyme paid \$36,500 to Cenán pursuant to this
22 agreement and has received no money from Cenán or anyone else
23 based on this agreement.

24 The agreement was not submitted to the Commission for
25 its approval nor was the Commission notified concerning its
26 existence.

27 Mr. Rhyme got involved with Cenán from an ad he read in

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V

It was established that Cenán engaged in conversations in Romania with the parents of the boxer in which Cenán made remarks which were contrary to the best interests of the Boxer.

VI

While it is not clear whether Cenán obtained a good faith offer of a boxing match for a four consecutive month period from June of 1993 to date, it is clear that the boxer, by himself and through others, made it clear to Cenán that the Boxer would not cooperate with Cenán in his attempts to arrange such boxing matches.

VII

It was not established that Cenán failed to train, or offer to train, the boxer in any material way.

VIII

It was not established that Cenán failed to comply with the Commission's requirements with regard to the boxer's pension plan.

IX

It was not established that Cenán inadequately prepared the boxer for his June 6, 1993 boxing match against Larry Donald.

X

Mesanan expended approximately \$33,000, either through Cenán or directly, on the boxers behalf. Mesesan received no money from Cenán arising from the Boxer-Manager contract.

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1 XI

2 Cenán expended approximately \$70,000 during the
3 contract period in furtherance of the boxer's career; however,
4 some of this money also benefitted Cenán. These claims were
5 either not properly documented according to the requirements of
6 Rule 224 of Title 4 of the California Code of Regulations and
7 therefore cannot be enforced as a loan, or were in the nature of
8 money spent in furtherance of a manager's investment in a boxer's
9 career, which expenditures cannot be recouped absent a written
10 agreement to that effect filed with and approved by the
11 commission as provided for by the Boxer-Manager contract and
12 commission rule.

13 It is also noted that Mr. Rhyme transferred \$36,500 to
14 Cenán and Mr. Cottrill transferred \$12,000 to Cenán to be used by
15 Cenán in furtherance of the boxer's career. Mr. Mesesan expended
16 \$33,000 either through Cenán or directly to the boxer in
17 furtherance of the boxer's career.

18 XII

19 The boxer is 23 years old and a former heavyweight
20 champion of Romania. His amateur record was 104-2 and his
21 professional record is 12-2. He is a great puncher with a great
22 heart. Despite his youth and inexperience, he is considered to
23 be among the top 40 heavyweights fighting in the world today.
24 The boxer has the potential to be among the top 10 contenders for
25 a world championship and also has some potential to be a world
26 champion in one of the heavyweight divisions which are the most
27 lucrative of all the divisions.

1 **Determination of Issues**

2 I

3 The facts set forth in findings of fact III and IV
4 establish that Cenán violated Business and Professions Code
5 Section 18674 (failure to obtain written, prior approval from the
6 Commission regarding persons having a proprietary interest in the
7 management of a boxer), Title 4 of the California Code of
8 Regulations (hereinafter, "Rule") 221 (prohibition against
9 assignment of any part of the boxer's or manager's interest in a
10 contract without the approval and consent of the Commission),
11 Rule 390 (conduct which reflects discredit to boxing), and
12 paragraph C.9. of the Boxer-Manager contract (failure to submit
13 modification of Boxer-Manager contract to Commission for its
14 written approval). Said facts constitute a breach of the Boxer-
15 Manager contract.

16 II

17 It was not established that Cenán failed to obtain a
18 good faith offer of a boxing match for at least a 4 consecutive
19 month period during which time the boxer was ready, willing, and
20 able to accept and perform such services.

21 III

22 Findings of fact VI, VII, and VIII do not establish
23 that Cenán breached the Boxer-Manager contract with regard to the
24 issues covered therein.

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IV

It was not established that the boxer owes any money to Cenana arising out of their boxer-manager relationship pursuant to paragraph B.4.(c) of the Boxer-Manager contract or Rule 224.

V

Cenana breached paragraph C.9 of the Boxer-Manager contract and the implied covenant and promise of mutual cooperation and goodwill which is a necessary part of said contract.

VI

Mesasan did not breach the Boxer-Manager contract or the implied covenant and promise of mutual cooperation and goodwill which is a necessary part of said contract.

VII

Cenana and Mesasan have a joint, not several, right to act as co-managers since the Boxer-Manager Contract is a contract for personal services and nothing in the Contract, the Code, or the Rules of the Commission provide to the contrary. The inability of a co-manager to perform his responsibilities in a boxer-manager contract terminates the contractual relationship because the duties to be performed thereunder are so personal in nature as to preclude delegability, assignability, or survivorship without the consent of the parties.

VIII

Fred Rhyme and Donald Cottrill are not under the jurisdiction of the Commission with regard to this matter (although Mr. Rhyme is a licensed manager) nor are they parties

1 to the Boxer-Manager Contract that is approved by the Commission
2 and the subject of this arbitration.

3 WHEREFORE, the following decision, order, and award is
4 made:

5 1. Termination of Cenán's interest in the Boxer-
6 Manager contract for cause is warranted.

7 2. Termination of Mesesan's interest in the Boxer-
8 Manager Contract for cause is not warranted; however, his
9 interest is being terminated by operation of law.

10 3. Cenán is entitled to no award or compensation.

11 4. Mesesan is entitled to an award of \$20,000.

12 5. Payment to Mesesan will be accomplished by the
13 commission withholding one-third of each future purse earned by
14 the boxer in California or any jurisdiction which recognizes the
15 California Commission and causing the same to be paid to Mesesan
16 until the balance is paid in full. Should the boxer seek to
17 obtain another manager prior to full payment or satisfaction of
18 the award, the entire unpaid balance, if any exists, will be due
19 and owing and some accommodation must be made before the boxer
20 will be permitted to enter into a new boxer-manager relationship
21 in California or any jurisdiction which recognizes the lawful
22 orders of the California commission.

23 6. The staff of the commission is ordered to report
24 to the arbitrator in advance any proposed California boxer-
25 manager contract that the boxer may wish to enter before payment
26 or satisfaction of the award specified herein so that the
27 arbitrator may review the same.

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7. Fred Rhyme and Donald Cottrill are not entitled to an award or compensation by virtue of the fact that they are not parties to this arbitration or under the jurisdiction of the Commission. Neither this Decision nor any Findings of Fact or Determination of Issues contained herein shall in any way affect any right or action that they may have available to them in any other jurisdiction or proceeding.

This decision shall become effective on the 5th day of August, 1994.

DATED: This 4th day of August, 1994.

WILLIAM E. EASTMAN, Chairman
State Athletic Commission
Arbitrator

By Ron Russo
RON RUSSO, Supervising
Deputy Attorney General

Arbitrator's Attorney

RR:cvt
C:\WP\RON\DANCUTA.DOA

DECLARATION OF SERVICE BY MAIL

Re: DANIEN DANCUTA AND BILL CENAN
AND IZIDOR MESESAN
No. 94-7

I declare that I am over 18 years of age, and not a party to the within cause; my business address is 300 South Spring Street, Suite 500, Los Angeles, California 90013; I served a copy of the attached DECISION OF THE ARBITRATOR on each of the following, by placing same in an envelope(s) addressed as follows:

Daniel Dancuta
655 Baker St., #E103
Costa Mesa, CA 92626

Izidor Mesesan
1348 Wierfield St.
Pasadena, CA 91105

Bill Cenan
814 S. Courson Dr.
Anaheim, CA 92806

Berndt Lohr-Schmidt, Esq.
8033 Sunset Blvd., Suite 96
Los Angeles, CA 90046

bcc: William Eastman, Chairman
State Athletic Commission
c/o Pleasanton Police Dept.
4833 Bernal Ave.
Pleasanton, CA 94566

Richard DeCuir
Executive Officer
State Athletic Commission
1424 Howe Ave., Suite 33
Sacramento, CA 95825

Leon Small, Esq.
16530 Ventura Blvd., Suite 306
Encino, CA 91436

Fred Rhyme
29 Lakeview
Irvine, CA 92714

Donald Cottrill
322-70 Old Town Road
Vernon, Conn 06066

Each said envelope was then, on August 4, 1994, 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 4, 1994, at Los Angeles, California.

C. Talaro
C. Talaro
(Declarant)

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

In the Matter of the Arbitration	)	NO. 99-2
of Contract Dispute Between:)	
	)	DECISION OF THE
CARLOS HERNANDEZ, Boxer	)	ARBITRATOR
)	
and)	
)	
LIPELCO, INC.)	
JACK LIPELES, Co-Manager)	
KEVIN LIPELES, Co-Manager)	
JAMIE LIPELES, Co-Manager)	

**TO: Carlos Hernandez, Boxer AND Lipelco, Inc. c/o Jack Lipeles,
Kevin Lipeles and Jamie Lipeles, Co-Managers.**

In or about November 7, 1997 the parties executed a standard boxer-manager contract between Carlos Hernandez, hereinafter the "boxer," and Lipelco, Inc. Jack Lipeles, Kevin Lipeles and Jamie Lipeles, hereinafter the "co-managers." Said contract was approved by and is on file with the Commission. On or about November 16, 1998 the boxer requested binding arbitration of disputes concerning the boxer-manager contract approved by and on file with the State Athletic Commission

1 ("Commission") pursuant to section C 4 of the contract. Boxer
2 initially stated as grounds for arbitration a claim that co-
3 managers had not provided him with bona fide offers of fights
4 within the time provided by clause C 5. of the contract and the
5 matter was set for hearing at the request of boxer. A copy of
6 the contract and the boxer's request for arbitration was attached
7 to the Notice of Arbitration Hearing which was served on the
8 parties by mail on February 22, 1999 at the addresses of record
9 for their licenses.

10 The arbitration hearing in the above entitled matter
11 was convened before the arbitrator appointed by the Commission,
12 Executive Officer Rob Lynch, on March 4, 1999, commencing at
13 10:00 a.m. at the Athletic Commission's Los Angeles office at
14 5757 W. Century Blvd., #GF-16, Los Angeles, California pursuant
15 to written notice served on the parties by mail at their
16 addresses of record. Earl R. Plowman, Deputy Attorney General
17 served as counsel to the Arbitrator.

18 Both Boxer and co-Managers appeared in person. Boxer
19 appeared and was represented by Jerome M. Applebaum, Esq. ;
20 Co-Managers appeared and represented themselves with Kevin
21 Lipeles acting as spokesman. Boxer and Co-Managers were also
22 sworn and testified as witnesses. Boxer's wife, Veronica
23 Hernandez testified as a part of boxer's case. Clemente Medina,
24 Trainer; and Armando Guzman also testified for Boxer.

25 Both oral and documentary evidence was received and
26 considered by the arbitrator. In addition, the arbitrator
27 deferred submission of the matter for final decision to permit

1 the parties to confer and try to resolve their differences.
2 Both parties have independently reported to the arbitrator that
3 they were unable to resolve the outstanding issues between them
4 and have asked that the matter be submitted for final decision.
5 Based on the evidence presented in the form of oral and written
6 testimony as well records on file with the Commission, of which
7 official notice is taken by the arbitrator, the arbitrator now
8 makes the following:

9 FINDINGS OF FACT

- 10 1. Both the boxer and the manager are currently
11 licensed by the Commission.
- 12 2. 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 and both were in attendance.
- 15 3. The records of the Commission reflect that Boxer
16 is 28 years old and is a talented fighter with an overall
17 professional record of 27 wins, including 15 knockouts, 2 losses
18 and a draw. Boxer is currently ranked #12 by the WBA and #9 by
19 the WBC in his weight class.
- 20 4. Prior to the contract which is the subject of the
21 arbitration proceeding, the parties had a boxer-manager agreement
22 which they novated in favor of the current document dated
23 November 7, 1997.
- 24 5. In his request for arbitration, boxer cited what
25 he believed to be a violation of Section C 5. of the boxer-
26 manager contract, that managers had not offered him fights for a
27 period in excess of four months. There was extensive testimony

1 as to both fights offered and dates in between those fights.
2 Complicating the problem is the fact that boxer himself made
3 arrangements to fight, including a fight in the nation of El
4 Salvador in April, 1998. Another problem in this regard is the
5 date of the current contract between the parties. The record
6 discloses that under the prior boxer-manager contract a span of
7 more than four months did occur but boxer and managers signed a
8 new contract in November, 1997 and shortly thereafter boxer
9 committed to the El Salvador fight.

10 The testimony also established that boxer and managers did
11 stay in touch in the period leading up to this fight and that
12 boxer sent a copy of the contract to managers and managers did
13 approve the fight and sent a trainer to El Salvador.
14 Accordingly, the arbitrator finds that due to the novation of the
15 contract by the parties and the adoption and ratification of the
16 contract for the El Salvador fight, the four month rule in clause
17 C 5. of the contract was not violated.

18 6. At the arbitration hearing the boxer and his
19 representative added an additional allegation of violation of the
20 contract by managers and that is a failure to provide an
21 accounting to boxer in response to a request by him pursuant to
22 clauses B.4 and B.5 of the contract. It was not disputed by
23 managers that boxer had made a written request for an accounting
24 in November, 1998. It was also not disputed that this accounting
25 was not forthcoming from managers because of their stated belief
26 that the arbitration hearing excused them from their obligation
27 in that regard.

1 There was an undue consumption of time at the
2 arbitration hearing wherein managers produced receipts, checks
3 and money orders for goods, services and payments to boxer or his
4 wife. It did not appear from the testimony that there were any
5 checks or money orders produced which boxer did not finally agree
6 were actually paid by managers to him or to another at his
7 request. Nevertheless, it cannot be said that the information
8 provided by managers, either at the hearing or subsequent to it,
9 can be called a full and complete accounting as called for by the
10 contract or as defined in the statutes and regulations governing
11 boxer-manager contracts. This is a serious breach of the terms
12 of the contract and is contrary to the very purposes of the State
13 Athletic Commission. Even if boxer could not establish that
14 managers were actually guilty of misappropriation of monies, it
15 is clear that the failure to promptly provide full and complete
16 access to the records of manager has fostered a suspicion on the
17 part of boxer which has poisoned the relationship between the
18 parties.

19 7. The testimony established that managers have
20 presented a number of potential matches to boxer in conjunction
21 with his promotional agreement. Several of these matches were
22 against highly regarded boxers in highly publicized matches.
23 Boxer has rejected most of these matches for various reasons and
24 continued to reject matches even during the pendency of this
25 arbitration. Arbitrator notes from the contract signed by boxer
26 and manager that pursuant to Clause A1. of the contract, boxer
27 agreed that he is obligated to render services "... solely and

1 exclusively for Manager in such boxing contest, exhibition, or
2 training exercises as Manager shall from time to time direct,..."
3 In addition, item 5 of the same clause boxer agreed that he gave
4 the manager the authority to select boxer's trainers.

5 8. It is the conclusion of the Arbitrator from the
6 testimony of the witnesses that beyond the failure of managers to
7 produce a formal accounting, without any proof that managers have
8 actually misappropriated money from boxer, there exists only a
9 series of complaints going back and forth between the parties
10 that the other is dishonest. Beyond this air of suspicion, boxer
11 has produced nothing which in any way suggests that the co-
12 managers in Lipelco, Inc. have been anything other than
13 conscientious and skilled managers who successfully worked to
14 develop boxer's career. Managers have profited from their
15 relationship with boxer, but they are similarly convinced that
16 boxer has been dishonest with them in terms of truthfully
17 reporting the purse monies actually paid for the fight in El
18 Salvador and for subsequent fights in this country through the
19 date of this decision.

20 While boxer cannot point to any one thing beyond the
21 poor accounting which legally justifies termination of his
22 contract with managers, it is apparent that at the present time
23 boxer will not train or fight for managers. This serves neither
24 party, or professional boxing in general. Since the contract was
25 only in effect for one year before boxer requested termination,
26 it is equitable to all concerned to arrange an end to the
27 contract at this early stage and to compensate managers for their

1 projected earnings from boxer.

2 DETERMINATION OF ISSUES

3 1. The arbitrator has jurisdiction of both the
4 parties and of the subject matter and may issue an appropriate
5 order.

6 2. The boxer has not met his burden of proving that
7 managers have failed to provide him with bouts at least every
8 four months as provided in the contract between them.

9 3. The boxer has established that managers failed to
10 provide him with a timely and proper accounting as required by
11 the contract between the parties and by the rules of the
12 Commission however neither party has established by evidence that
13 the other engaged in any actual dishonesty or fraud which would
14 establish legal cause for termination of their contract during
15 the one year period between the contract being signed and the
16 request by boxer that it be terminated.

17 4. The managers regularly offered the boxer fights
18 during the period since his last fight and the boxer has refused
19 them, which has created an impasse which is not good for either
20 party or for boxing.

21 5. A boxer-manager contract by its very nature is a
22 contract for the performance of personal services and contains an
23 implied covenant and promise of good will and mutual cooperation
24 which has been frustrated in this case. The boxer and the co-
25 managers are presently incompatible to the extent that it would
26 be contrary to the best interests of boxing and the boxer to
27 force him to remain under contract with co-managers until the

1 term of the contract expires in November, 2002.

2 Therefore, it is consistent with the best interests of
3 boxing and the boxer to allow the boxer to terminate the boxer
4 manager contract upon certain terms and conditions deemed to be
5 fair, just and equitable.

6 5. The co-managers have demonstrated a reasonable
7 projection of earning the sum of \$25,000.00 and this sum is
8 consistent with the purses earned by boxer during the contract
9 and the bouts offered in the last several months. The co-
10 managers are entitled to recover this sum from boxer's future
11 purses.

12 ORDER

13 1. The boxer-manager contract between boxer Carlos A.
14 Hernandez and co-managers doing business as Lipelco, Inc., which
15 was signed by the parties on November 6, 1998 is terminated.

16 2. Boxer shall pay to co-managers doing business as
17 Lipelco, Inc. the sum of \$25,000.00.

18 3. Payment of the \$25,000.00 shall be accomplished by
19 the Commission withholding one-third of each future purse earned
20 by the boxer in California, or by the Commission in any sister
21 jurisdiction which recognizes the California Commission, and
22 causing the same to be paid to Lipelco until the balance is paid
23 in full.

24 4. Boxer shall truthfully report to the Commission
25 the amount of money actually paid to him for each bout wherever
26 it takes place and that failure to accurately and truthfully
27 report and account for purse monies will constitute grounds to

1 suspend the license of boxer and the license of any promoter who
2 falsely reports amounts of purse money in a bout agreement.

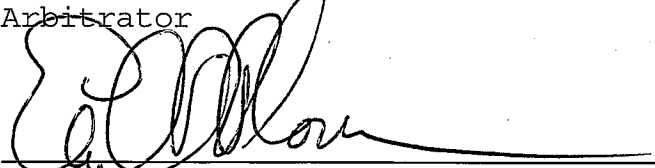
3 5 Should the Boxer seek to obtain another manager at
4 any time prior to full payment or satisfaction of the award, the
5 entire unpaid balance, if any exists, shall be due and owing, and
6 some accommodation must be made before the Boxer will be
7 permitted to enter into a new boxer-manager relationship in
8 California or in any jurisdiction which recognizes the lawful
9 orders of the California Commission.

10 6. The staff of the Commission is ordered to report
11 to the arbitrator, in advance, of any proposed California boxer-
12 manager contract that the Boxer may wish to enter before payment
13 or satisfaction of the award specified herein so that the
14 arbitrator may review the same.

15
16 This decision shall become effective on the 25th day of
17 May, 1999.

18
19 DATED: May 10, 1999

21 ROB LYNCH, Executive Officer
22 State Athletic Commission
23 Arbitrator



24 EARL R. PLOWMAN
25 Deputy Attorney General

26 Arbitrator's Attorney

27

DECLARATION OF SERVICE BY MAIL

Re: CARLOS HERNANDEZ, BOXER and JACK LIPELES, KEVIN LIPELES
JAIMIE LIPELES, Co-Managers; No. 99-2

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:

Carlos Hernandez
9853 Potter Street
Bellflower, CA 90706

Jerome M. Applebaum, Esq.
11706 E. Ramona Blvd. Ste. 209
El Monte, CA. 91732

Lipelco, Inc.
c/o Jack Lipeles
Jamie Lipeles
905 Flagler Lane
Redondo Beach, CA 90278

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

Kevin Lipeles
1632 Spreckels Lane
Redondo Beach, CA 90278

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 May 11, 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 May 11, 1999, at Los Angeles, California.

GAIL C. GRIFFITH
Declarant

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

In the Matter of the Consolidated Arbitration
of Contract Dispute Between:

**LIBRADO ANDRADE, Boxer
ENRIQUE ORNELAS, Boxer**

and

ALLISON ENGLEBRECHT, Manager.

Case No. **62202-1** and **62202-2**
(Consolidated)

**DECISION OF THE
ARBITRATOR**

The above captioned arbitration matter came on regularly for hearing before Martin Denkin, a Commissioner of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The Arbitrator was assisted by Deputy Attorney General Earl R. Plowman. The matter was convened at 10:00 a.m. on June 22, 2002 at the Office of the Attorney General in Los Angeles. Librado Andrade and Enrique Ornelas (hereinafter "Boxers"), the parties requesting the arbitration were both present and assisted by David Martinez, their trainer and a Second licensed by the Commission. Also assisting Boxers was Carol Mona. Interested parties Dr. Joe Noriega and Mr. Charles Casas, CFO of the World Boxing Hall of Fame also attended. Allison Englebrecht (hereinafter "Manager") was present with and assisted by Roy Englebrecht, Licensed

1 Promoter, and prepared to proceed. The two Boxers had jointly requested
2 arbitration of their two separate boxer-manager contracts with Manager and it was
3 the wish of all parties that the matters be consolidated for hearing as the issues
4 were common to both contracts. Based on the Notices to the parties, the records
5 of the Commission, the testimony under oath, written documents furnished by the
6 parties and arguments made both at the arbitration and afterwards¹, the Arbitrator
7 now makes the following:

8 **FINDINGS OF FACT**

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

12 2. On January 2, 2001, Boxers and Manager appeared before an
13 official of the Commission and executed a standard boxer/manager form contract,
14 the term of which was three (3) years. The contracts were approved by the
15 Commission on or about June 8, 2001. There was an extensive and detailed
16 addendum to the contracts which was signed in May, 2001 by the parties and
17 accepted by the Commission. There also appears to have been another
18 addendum which was not submitted to the Commission but which set forth how
19 the manager's share of purses was to be split with the Trainer and matchmaker
20

21 1. Counsel for the Arbitrator received three (3) post hearing communications on June 25,
22 2002 as follows:

23 (a) Two facsimile messages from Roy Englebrecht offering further testimony concerning
24 telephone calls to and from David Martinez and arguing that \$667.00 withheld by the
25 Commission as a Manager's share from the purse of Boxer Andrade from a June 24th bout be
26 paid to Allison Englebrecht; and

27 (b) A telephone message left by David Martinez to the effect that he had re-submitted
28 Manager's NSF check from February, 2002 and that the Big Wave account did not have funds to
honor the check as of June, 2002.

The parties were informed by notice that they were to have all necessary witness present and
prepared to proceed on June 21 and nothing was said at that time by anyone about the
unavailability of material witnesses and so the record was closed by the Arbitrator.

1 and arranging payment to the Trainer for his services. The testimony of the parties
2 and documents produced by the parties demonstrates that the terms and
3 conditions of the contracts and the addenda were negotiated over the preceding
4 month with offers and counter offers being faxed between the Boxers' trainer,
5 David Martinez and Roy Englebrecht, father of Manager.

6 3. In or about February, 2002 both Boxer's notified the Commission
7 in writing that Manager had violated the terms of the contract by failing to obtain
8 bonafide offers to fight for a period in excess of four months and that in essence
9 Manager had not worked for their best interests and that they were actually being
10 managed and controlled by Manager's father. Boxers requested arbitration of the
11 contract specifying Sections B(2) and C(5)the terms of the printed form contract,
12 but generally alleging that Manager had acted in ways which were not in the best
13 interests of Boxer in terms of selecting opponents and arranging for bouts. Boxers
14 also alleged that there was money due and owing to them, as the \$250 per month
15 stipend to be paid to each boxer pursuant to the addendum to each contract had
16 not been paid since February, 2002. This was not disputed. The evidence also
17 demonstrated that there remains an NSF check (number 0059) in the amount of
18 \$500.00 issued by Manager to Trainer David Martinez for February, 2002²
19 pursuant to the addenda to the contract which was not filed with the Commission..

20 4. The Arbitrator asked the parties if it was both
21 understood and expected as an unwritten part of the contract that the actual
22 power in the performance of the contract was to be Roy Englebrecht Promotions
23 and that Boxers would be regularly engaged in Englebrecht shows and matched
24 by Englebrecht Promotion's licensed Matchmaker, Mr. Jerry Bilderrain. It was

25 _____
26 2. At the arbitration hearing Roy Englebrecht inferred that the Big Wave account currently
27 had monies in it to honor the check. In response to this, as noted in footnote 1 (supra), Trainer
28 Martinez reported that after the hearing he again attempted to negotiate the check and was
advised that the account in question did not have sufficient funds to honor the check.

1 agreed that this was the case and in fact Manager, who is currently working as a
2 teacher and who previously was a world ranked volleyball player on tour around
3 the world was not and is not always available to Boxers. Despite the fact that an
4 entity, Big Wave Boxing, LLC was set up ostensibly as Manager's company, the
5 evidence establishes that Big Wave was funded by Roy Englebrecht Promotions
6 and the signing bonuses paid to Boxers and their trainer totaling \$13,500.00 were
7 Roy Englebrecht Promotions checks which were listed as loans to Big Wave. For
8 all practical purposes Big Wave was operated on a day to day basis by Roy
9 Englebrecht and the reason for creating Big Wave, as documented both in a
10 newspaper article introduced by Manager and in faxed memoranda of the
11 negotiations between Roy Englebrecht and David Martinez, was to evade
12 provisions of federal law, commonly referred to as the Mohammed Ali law,
13 prohibiting a promoter from being a boxer's manager as well.³

14 5. Based upon the testimony it is determined that the Boxers
15 relied upon their long time trainer, Mr. David Martinez to represent them in
16 negotiating with Roy Englebrecht and Matchmaker Bilderrain and this produced
17 steady bouts for both boxers during the first year of the contract. However during
18 the latter part of 2001, Roy Englebrecht ceased to actively promote under his own
19 name and began to serve as a managing officer/shareholder for Golden Boy
20 Promotions which is headed by Boxer Oscar De La Hoya. The last show
21 produced by Roy Englebrecht under his own company was December 27, 2001,
22 This show appears to have involved the Golden Boy Promotions matchmaker,
23 Robert Steinfeld. The last time that either boxer fought in an Englebrecht show
24 was September 27, 2001. In that bout Boxer Andrade injured his hand and was not
25 available to fight until January, 2002.

26
27 3. Initially the agreement proposed by Roy Englebrecht called for a direct contract with Roy
28 Englebrecht Promotions. On 12/19/2000 the proposal was to align with either Big Wave
Boxing, or Beach Battle Boxing or Beach Boxing LLC.

1 6. Boxer Ornelas was available to fight from October, 2001. In
2 response to a question by the Arbitrator as to why Boxer Ornelas did not fight in
3 the last Roy Englebrecht/Big Wave card on December 27, 2001, Roy Englebrecht
4 testified "My plan was to end the year with Enrique [Ornelas] but the opponent
5 wanted \$4000.00, and this was too much." The Arbitrator notes that Boxer
6 Andrade fought in a bout he made himself on or about June 24, 2002 following the
7 arbitration and the manager's 33.3% share was and is being held due to the
8 pending arbitration request. The Arbitrator was personally present at said bout and
9 assumes jurisdiction over the withheld purse.

10 7. At a precise date unknown to the Arbitrator, Mr. Martinez, the
11 Trainer, contacted Mr. Englebrecht, who was now to find out about fights for
12 Boxers and angered Mr. Englebrecht by stating in so many words that he did not
13 believe that Manager was acting in the best interests of the Boxers and that the
14 association by Roy Englebrecht with Golden Boy Promotions was not benefitting
15 Boxers. At some point in these discussions Mr. Martinez stated that he was
16 "going to the press" and that Boxers would be seeking arbitration. It appears that
17 this conversation appeared sometime in late January or early February, 2002.
18 The practical effect of this was to anger Roy Englebrecht and Big Wave ceased to
19 pay the \$250.00 monthly stipend to either boxer called for by the contract or the
20 \$500 per month to their trainer. Monies in the Big Wave account were withdrawn
21 leaving an outstanding check to Mr. Martinez for his services which could not be
22 cashed. Even though Golden Boy Promotions circulated a publicity postcard to
23 the public which listed Boxers on the under card at a Golden Boy show, Boxers
24 were never contacted to fight in that show. It is noted that it is a violation of Rule
25 240 of Commission Rules to promote a show wherein there is not yet a card
26 approved or signed contracts with fighters.

27 8. The parties agree that an attempt was made to arrange a bout
28

1 for Boxer Ornelas in a Golden Boy show in Bakersfield, CA. on or about January
2 17, 2002. The Matchmaker in this case was Robert Steinfeld and the effort failed
3 due to an inability to find a suitable opponent. Boxer's maintained that Mr.
4 Englebrecht was unwilling to fly in an opponent for a "minor" or non-televised
5 show and Mr. Englebrecht maintained that this was not the case. The opponent
6 proposed at one point was a boxer who was also trained by Mr. Martinez, Roberto
7 Barro, and Boxer Ornelas was reluctant to fight someone who was training under
8 the same trainer. At no time was any of this reduced to writing and insofar as can
9 be determined, Manager played no role in this transaction whatsoever and made
10 no effort herself to find fights for Boxers and relied on her father to take care of
11 this obligation..

12 9. In response to questions by the Arbitrator both Boxers stated
13 with the exception of the period October-December, 2001 for Mr. Andrade, they
14 were ready to fight. The Arbitrator notes that both Boxers have done well in the
15 ring and are undefeated. They each had 5 fights for Big Wave since signing the
16 contract with Manager. Boxers are recognized as serious middleweight
17 contenders and are expected to move into light heavyweight contention. Both
18 have a style that looks good on television and project an image that is a credit to
19 boxing. Mr. Roy Englebrecht testified that during Boxer Ornelas' relationship with
20 Big Wave Boxer was ranked 95th in the top 100 Super Middleweight boxers by the
21 International Boxing Organization (IBO).⁴It is unclear whether Boxers and Mr.
22 Martinez wanted Roy Englebrecht to arrange for them to be a part of Golden Boy
23 Promotions or merely to have Mr. Steinfeld include Boxers and Mr. Martinez on
24 Golden Boy cards in the manner Mr. Bilderrain had done during his association
25 with Mr. Englebrecht. From the testimony of the parties it is clear that Mr. De La

26 _____
27 4. The Arbitrator notes from his own expertise that the IBO ranking, while a mark of some
28 distinction, is not generally considered to be as significant as a ranking by certain other
sanctioning bodies.

1 Hoya had strict criteria for boxers in his shows and personally approved who could
2 or could not be on the card. Mr. Englebrecht represented that he had taken video
3 tapes of Boxers to Mr. De La Hoya, but due to other commitments, Mr. De La
4 Hoya had not gotten back to him on the suitability of Boxers to be a part of Golden
5 Boy. However, the issue is not the state of mind of Roy Englebrecht and his
6 relationship to Golden Boy Promotions and his intentions in this regard to Boxers
7 and the remains of Big Wave. The issue is the boxer-manager contract between
8 Boxers and Allison Englebrecht in her role as a licensed manager of licensed
9 boxers.

10 10. The Arbitrator has reviewed the contract and the addenda to
11 contract and notes that the requirements for education in English and computer
12 skills of the boxers at the expense of Big Wave is commendable and certainly do
13 not exploit Boxers. However, the Arbitrator is faced with a difficult problem and
14 that is that the parties all apparently entered into a contract with Manager, the
15 daughter of Roy Englebrecht, to evade the Mohamed Ali law which prohibits a
16 promoter from also managing a boxer. The expectation was that Roy Englebrecht
17 build a stable of boxers for his shows and that Boxers and their trainer would fight
18 regularly in Englebrecht shows. This worked for a while, but then Roy
19 Englebrecht moved on to Golden Boy Promotions and lost the final authority to
20 decide who would fight. Manager, who had no experience in boxing and who was
21 essentially a manager in name only, was unable or unwilling to take an active role
22 and to arrange bouts for Boxers in other shows. Thus, Boxers were left with only
23 a \$250 per month stipend to live on; no experienced manager to build their record
24 and pick opponents for them and no access to a promoter and matchmaker team
25 who could put them on cards. Compounding this was the relationship between
26 two third parties, Trainer David Martinez and Manager's father, Roy Englebrecht.
27 When Trainer Martinez had a falling out with Roy Englebrecht and advised him
28

1 that Boxers were going to ask for arbitration, Roy Englebrecht caused Big Wave
2 and Manager to cease paying the stipend to Boxers and removed them from a
3 Golden Boy show after the publicity had already gone out. The reason for this
4 was the belief by Roy Englebrecht, a third party, that somehow Martinez, another
5 third party, had 'insulted' Manager. The Arbitrator finds that Manager failed to act
6 in the best interests of Boxers and was complicit in the actions of Roy Englebrecht
7 which led to the illegal punishment of Boxers by cutting off their contractual
8 stipend for exercising their rights to seek arbitration of their contract with her under
9 the laws and regulations of the Commission.

10 11. Manager/Ron Englebrecht Promotions seeks
11 to recover approximately \$31,000.00 in this matter from boxers. This is broken
12 down as follows in copies of checks and invoices and does not include the
13 outstanding NSF check from Big Wave for \$500.00:

- 14 a. \$5000 signing bonus to Boxer Ornelas
- 15 b. \$5000 signing bonus to Boxer Andrade
- 16 c. \$3500 signing bonus to Trainer Martinez
- 17 d. \$300 for mouthpiece or mouthpieces
- 18 e. \$1445.45 for clothing
- 19 f. \$7000 for stipend paid to boxers through 3/02
- 20 g. \$6500 for payments to Trainer for his services⁵

21 **DETERMINATION OF ISSUES**

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

24 2. Manager has failed to use her best efforts to secure remunerative
25 boxing contests and to at all times act in the best interests of Boxers in violation of

26
27

28 5. Payments to Mr. Martinez of \$500 per month were testified to, but these are not and were
not a part of the boxer-manager contract approved by the Commission.

1 Section B2 of their contract. The career of Boxers was at all times secondary to
2 the current business plan of Manager's father and while this was beneficial to the
3 Boxers initially, when Roy Englebrecht Promotions ceased to operate, he was
4 unable or unwilling to assist Manager and Boxers after he affiliated with Golden
5 Boy Promotions. Further, Manager failed to pay Boxers their agreed stipend after
6 March, 2002 and failed to secure funds for Big Wave to honor the February check
7 to Trainer for his services.

8 3. Manager has failed to obtain a good faith offer of a boxing match
9 or exhibition or contest from a responsible person, firm or corporation for at least
10 four (4) consecutive months in violation of provision C(5) of the contract. In fact,
11 Boxer Ornelas has not fought for approximately 9 months and Boxer Andrade for
12 6 months. The claim of a fight in Bakersfield on January 17 as a qualifying
13 bonafide offer is rejected as unproven. Due to the relationship between Trainer
14 Martinez and Roy Englebrecht, the admitted assignee of Manager, payment by
15 Englebrecht of a signing bonus to Martinez for Boxers and monthly payments to
16 Martinez thereafter would render, any match between Boxer Ornelas and another
17 fighter training with Martinez in violation of clause B(3) of the contract.

18 4. The claims for recovery of monies by Manager are denied. Boxers
19 and their trainer received payment of "signing bonuses." A signing bonus is just
20 that; a bonus for entering into a contract and the obligation to pay it is due when
21 the parties contract. Further, monies paid to trainer were not a part of the boxer-
22 manager contract. The invoices for clothing are not charges that Manager
23 incurred and are invoiced to Roy Englebrecht Promotions. There is no provision
24 in arbitration of a Commission boxer-manager contract to adjust the financial
25 claims of persons not actually a party to the contract or whose hidden interest was
26 otherwise illegal. Even if these had been paid by Big Wave, they would be
27 considered to be the usual and customary business expenses of manager and
28

1 these are not recoverable.

2 5. Manager's claim that the \$250 per month stipend paid to each
3 boxer should be recovered by her. This claim is also denied. This term of the
4 addendum set up an ongoing mutual obligation between Boxers and Manager.
5 Each month Boxers were supposed to be ready to fight or healing from injuries
6 and preparing to fight and each month they were each paid a stipend. As noted
7 above, the Arbitrator finds that Boxers fulfilled their obligations until Mr.
8 Englebrecht's tiff with Mr. Martinez. The Arbitrator finds that the failure of
9 Manager, for whatever reason, to honor her contractual obligations and pay
10 Boxers each month was a violation of the contract.

11

12

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

14

ORDER

15

16 1. The arbitration petition heretofore filed is granted and the Boxer-
17 Manager contract between the parties is dissolved.

17

18 2. The Manager's share of the purse withheld by order of the
19 California Commission from the bout held on June 24, 2002 is ordered paid to
20 Boxer Librado Andrade as payment of that purse to Manager would be an unjust
21 enrichment. Manager played no role in securing the fight and has not contributed
22 to nor advanced the career of Boxer Andrade since in or about March, 2002.

22

23 3. Within 20 days from the effective date of this decision and order,
24 Manager shall make good the NSF check paid to David Martinez as his February
25 stipend for training boxers. This can be honored by a cashiers check from Big
26 Wave to Boxers, in which case the check (Number 0059) signed by Manager shall
27 be returned to her or by Manager depositing sufficient funds in the Big Wave
28 account and notifying Martinez when this has been done so that the outstanding

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1 check can be cashed by him. Whatever manner Boxers and Manager and all
2 those acting in concert with them do to resolve this matter, Boxers and Manager
3 shall resolve the matter an report to the Executive Office of the Commission when
4 the matter is resolved. In the event Manager fails to do this, Boxers and their
5 trainer shall report this failure to the Commission for appropriate action against
6 Manager's license in California.

7

8 .This Decision shall become effective on August 20, 2002.

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13 DATED: July 20, 2002

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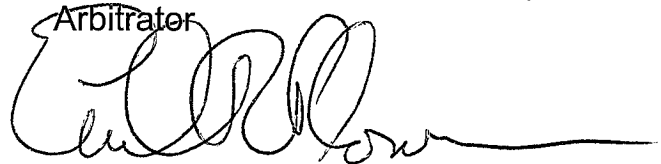
16

MARTIN DENKIN, COMMISSIONER
STATE ATHLETIC COMMISSION

Arbitrator

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EARL R. PLOWMAN
Deputy Attorney General

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Attorney for Arbitrators

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FILE

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

In the Matter of the Arbitration of Contract
Dispute Between:

Case No.: 72403-2

KINGSLEY IKEKE, Boxer,

**DECISION OF THE
ARBITRATOR**

and

RUBEN CHAVEZ, 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 pursuant to notice to the parties. The arbitrator was assisted in this matter by Deputy Attorney General Earl R. Plowman. The matter was convened at 10:00 a.m. on July 24, 2003 at the Office of the Attorney General in Los Angeles. Kingsley Ikeke (hereinafter "Boxer") appeared personally and was represented by his attorney Lamont Jones, Esq. Manager Ruben Chavez (hereinafter "Manager") appeared personally and represented himself. Also present and testifying at the arbitration hearing was Carol Bronner, Boxer's fiancée.

PRELIMINARY MATTERS

It is noted that counsel for the arbitrator received a telephone calls from Manager

1 requesting continuance of the arbitration, as well as from Mr. Jimmy Montoya prior to the
2 arbitration, stating first that he was the "advisor" to Mr. Chavez and that he was unable to attend
3 the arbitration due to a press conference taking place involving another boxer later in the
4 morning on the same date as the arbitration and then stating that he wanted to "represent"
5 Manager as a legal representative as provided for in the Administrative Procedure Act. It was
6 explained to Mr. Montoya that the arbitration was not an APA proceeding and that Manager
7 could make such requests at the arbitration hearing.

8 Prior to the commencement of the arbitration, Manager requested a continuance claiming
9 that he received insufficient notice. He further requested a continuance due to the purported
10 unavailability of Matchmaker Jimmy Montoya whom he characterized as his "advisor" as a
11 boxer/manager and whom he stated was needed as a witness to testify on the negotiations on
12 fight offers made to Boxer. After reviewing the letter notifying Manager of the hearing, it was
13 determined that it had been mailed out 16 days before the arbitration hearing to Manager's
14 address of record in the San Fernando Valley, a distance of less than 20 miles. Relying by
15 analogy on the provisions of Government Code Section 11509, the arbitrator determines that the
16 notice of hearing on the arbitration was proper.

17 The arbitrator further noted and determined that pursuant to the laws and regulations of
18 the Commission, the Manager was suppose to be the person with all knowledge concerning
19 Boxer's career and the contract between them and as such ruled that the arbitration would
20 proceed; however, Manager would be given an additional amount of time to submit evidence of
21 his efforts to secure boxing engagements for Boxer. It would be determined at that time whether
22 it was necessary to convene a further hearing to permit the testimony of Mr. Montoya or Ms.
23 Janet Rodriguez who it was represented was an employee at Mr. Montoya's gym and a witness to
24 certain events.

25 Thereafter, Manager was instructed to provide copies of the documents in his possession
26 which supported his claim that he had not violated the terms of the Boxer/Manager contract by
27 failing to obtain sufficient fights for Boxer. Manager was instructed to serve copies of the
28 material within a particular period of time upon opposing counsel, Mr. Jones with a copy to

1 counsel for the arbitrator. It was put on the record by counsel for Boxer, Mr. Jones, that due to
2 long-standing commitments he was going to be away from his office and so had only a limited
3 time to respond to Manager's material. It was thus made clear to Manager that time was of the
4 essence in getting the material to Mr. Jones.

5 Manager faxed copies of the material to counsel for the arbitrator and sent another set to
6 the arbitrator at the Commission office in Sacramento but failed to submit and send copies to
7 opposing counsel as he had been ordered and agreed to do. Counsel for Boxer was forced to
8 contact the Attorney General's Office and on short notice obtain copies of the material sent by
9 Mr. Chavez to the counsel for the arbitrator in order to comply with the time established to file
10 his response. In any event, the arbitrator received and considered the material and the response
11 and now makes the following

12 FINDINGS OF FACT

13 1. The Boxer and Manager were at the time of the making of the Boxer/Manager
14 contract which is the subject of this arbitration, both licensed by the California State Athletic
15 Commission and both Boxer and Manager remain so licensed. Jimmy Montoya is also licensed
16 by the California State Athletic Commission as a Matchmaker.

17 2. On or about October 3, 2000, both Boxer and Manager appeared before a
18 representative of the California State Athletic Commission and signed a standard form
19 Boxer/Manager Contract, the term of which was five (5) years. The Contract was approved by
20 the Commission later in October.

21 3. Commencing in or about January 2003, Boxer notified the Commission that he
22 believed that Manager had violated the terms of the contract by failing to secure him bouts as
23 called for by the Boxer/Manager Contract and that in fact Manager had also improperly delegated
24 responsibility for Boxer's career to Jimmy Montoya. Thereafter the matter was set for hearing.
25 The Arbitrator determined that the Notice of Hearing set forth was sufficient and properly mailed
26 to the party's addresses. Boxer, Manager and Boxer's fiancée, Carol Bronner were sworn and
27 testified in this matter.

28 4. Pursuant to section C5 of the Boxer/Manager Contract, the arbitrator may

1 terminate the Contract if the Manager fails to obtain a good faith offer of a boxing match,
2 exhibition or contest between a responsible person, or firm or corporation for at least four
3 consecutive months during all of which time Boxer should have been ready, willing and
4 available to accept and perform such services.

5 5. Based on the evidence, the arbitrator finds that the Manager obtained the
6 following bouts for Boxer within the term of the contract which commenced on October 3, 2000:

7 (1) March 29, 2001 at Inglewood, California to July 20, 2001;

8 (2) May 12, 2001, in Ohio.

9 (3) May 17, 2002 in Las Vegas, Nevada

10 (4) January 24, 2003 in Ventura, California

11 6. The Arbitrator finds that Boxer was ready, willing and able to box during this
12 entire period of time. There are at least two periods where it is clear that the Manager waited far
13 in excess of four months between securing bouts for Boxer.

14 7. The Arbitrator has considered the documents filed by Manager and these do not
15 appear in most instances to evidence a firm or good faith offer to fight as required by the
16 Boxer/Manager Contract. Rather these documents seem to be informational as to possible future
17 bouts and in different locations and not negotiations for a specific venue or date.

18 8. As concerns the allegations by Boxer that Manager is a front for Mr. Montoya, or
19 that Manager is part of an illegal co-manager situation, the Arbitrator first notes that the material
20 provided by Boxer in the form of press releases or news stories quoting Jimmy Montoya is not
21 persuasive. The fact that a journalist (with an indeterminate amount of knowledge about boxing)
22 characterizes Mr. Montoya as "Boxer's Manager" does not make it so nor does it make the
23 allegation chargeable to Mr. Montoya as either cause to terminate the contract or to discipline
24 Mr. Montoya's matchmakers license, as discussed below.

25 9. On the other hand, the agreement furnished by Manager between himself and Mr.
26 Montoya does appear on its face to violate not only the Boxer/Manager Contract but also the
27 laws and regulations of the Commission. In his testimony before the Arbitrator, Manager was
28 asked specifically by the Arbitrator whether all of Boxer's fights had been arranged by Jimmy

1 Montoya. Manager answered Mr. Lynch's question in the affirmative. The Arbitrator further
2 asked whether Boxer's bouts were all arranged by Mr. Montoya in his capacity as a Matchmaker
3 to which the Manager stated that not all of the cards were done by Mr. Montoya as the
4 Matchmaker.

5 10. Section C7 of the Boxer/Manager Contract requires that both Boxer and Manager
6 certify and promise to each other and to the Commission to induce the Commission's approval
7 that no oral or other written agreement exists between them other than the contract; that the
8 Boxer has no agreements with any other person concerning his or her boxing activities and that
9 no changes or additions to the Contract will be considered valid or will be enforced unless they
10 are part of the contract in writing and approved by a Commission representative. Further the
11 Boxer/Manager Contract may only be modified by the Manager and Boxer in writing and
12 approved by the Commission.

13 11. There is no agreement or record of such an agreement involving Mr. Montoya and
14 the management of Boxer being approved by the Commission or its representatives.

15 12. The Arbitrator notes the following provisions of law are relevant to this
16 arbitration:

17 A. Business and Professions Code section 18673 provides, in pertinent part,
18 that all applications for a Manager's license shall contain a true statement of all persons
19 connected with or having a proprietary interest in the management of the boxer or martial
20 arts fighter.

21 B. Business and Professions Code section 18674 provides that all managers
22 shall submit in writing, for prior approval by the Commission any changes at any time in
23 the persons connected with or having a proprietary interest in the management of the
24 boxer or martial arts fighter, including a change in the shareholders of a corporate entity.

25 C. Business and Professions Code section 18848 which provides, in pertinent
26 part, that the license of any promoter or Matchmaker found guilty of managing a boxer . .
27 either directly or indirectly without written approval from the Commissioner shall be
28 subject to disciplinary action

1 **DETERMINATION OF ISSUES**

2 12. Based on the findings set forth hereinabove in paragraphs one through four the
3 Arbitrator determines that Manager has violated section C5 of the boxer-manager contract in that
4 manager has failed to obtain good faith offers of a boxing match, exhibitions or contests from a
5 responsible person, firm or corporation for at least four consecutive months all of which boxer
6 should have been ready, willing and able and available to accept and perform as a boxer. There
7 appear to be at least three such periods of time in the intervals since the signing of the original
8 boxer-manager contract in October 2002.

9 13. By reason of findings set forth hereinabove in paragraphs one through four and in
10 conjunction with the provisions of the Business and Professions Code set forth, manager has
11 violated section C7 of the boxer-manager contract in that the relationship "adviser" with Mr.
12 Jimmy Montoya, licensed Matchmaker appears to be *malum prohibitum* and is grounds for
13 discipline against his Matchmaker's license.

14 **ORDER**

15 Based on the foregoing, the boxer-manager contract between Kingsley Ikeke and Ruben
16 Chavez dated October 3, 2000 is declared null and void by the Arbitrator, as to each of the
17 determinations of issues set forth hereinabove and for all of them.

18 DATED: September 23, 2003_

19
20 ROB LYNCH, Executive Officer
California State Athletic Commission
Arbitrator

21 

22
23 EARL R. PLOWMAN,
Deputy Attorney General
Arbitrator's Attorney

24
25 This decision shall be effective October 6, 2003

DECLARATION OF SERVICE BY MAIL

Re: Kingsley Ikeke, Boxer and Ruben Chavez, Manager
Case No. 72403-2

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:

Kingsley Ikeke
15425 Sherman Way
Van Nuys, CA 91406

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

Lamont Jones, Esq.
The Smiley Group, Inc. Building
4434 Crenshaw Boulevard
Los Angeles, CA 90043

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


Ruben Chavez
15027 LeMay Street
Van Nuys, CA 91405

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 25, 2003, 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 25, 2003, 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:

Case No.: 990915-2

JAMAL HARRIS, Boxer,
and
JASON SCHLESSINGER, Manager

**DECISION OF THE
ARBITRATOR**

The arbitration hearing in the above-captioned matter came on regularly for hearing by the Arbitrator assigned by the Commission, Rob Lynch, Executive Officer. The matter was convened at 10:00a.m. at the Los Angeles office of the Commission pursuant to written notice to the parties. Jamal Harris (hereinafter "Boxer") appeared and represented himself in presenting his request for arbitration. Jason Schlessinger (hereinafter referred to as "Manager") appeared and represented himself in opposition to the request for termination of the boxer-manager contract signed by the parties. Appearing at the arbitration as a witness for Manager was Derek Ryales, a licensed professional boxer who is also managed by Manager. Earl R. Plowman, Deputy Attorney General acted as counsel for the Arbitrator. Cal Soto, Chairman of the California State Athletic Commission was present as an observer, but did not participate in the taking of evidence or in the final decision of the Arbitrator. After taking the

1 testimony of the parties and a witness under oath and following receipt of documents in evidence
2 and upon taking official notice of the records and proceedings of the Commission and hearing
3 oral argument from the parties and receiving written argument from Manager, the Arbitrator
4 makes the following findings of fact.

5 **FINDINGS OF FACT**

6 1. Boxer and Manager were, at the time of making the Boxer-Manager contract,
7 which is the subject of the arbitration, both licensed by the Commission. Manager is currently so
8 licensed. Boxer has not renewed his license for the 2000 licensing period in California; although
9 he has fought within the last year in the State of North Carolina.

10 2. On October 28, 1998 the parties entered into a standard form boxer-manager
11 contract for a four (4) year term, through and including October 28, 2002. The signatures of the
12 parties were witnessed by an official of the Commission and the contract was approved by the
13 Executive Officer of the Commission on December 7, 1998. There were no addenda to the
14 contract.

15 3. On April 8, 1999 Boxer wrote a letter to the Commission requesting binding
16 arbitration of the contract pursuant to the provisions of Section C.4 of said contract. Subsequent
17 to this, the Chief Inspector of the Commission was informed by Manager that the parties had
18 reconciled their differences. This assumption by Manager was made in error, and Boxer renewed
19 his request by fax to the Commission on or about June 22, 1999. On September 2, 1999 counsel
20 for the Arbitrator scheduled the matter for September 15, 1999. Manager thereafter requested a
21 continuance of the date due to claims of insufficient notice and a back injury. The Arbitrator
22 determined that the notice was proper, but granted the continuance requested by Manager due to
23 his health problem. The continued arbitration hearing was scheduled to the date the matter was
24 heard due to the fact that counsel to the Arbitrator was aware of potential conflict with another
25 legal proceeding involving Manager.

26 4. Boxer testified that his professional record is currently 5 wins, 4 losses and 2
27 draws with three of his wins by knockout. Over the last four years Boxer has fought a series of 4
28 and 6 round fights at weights ranging as low as 155lbs. Boxer fought a single fight in Las Vegas

1 for Manager at 157lbs. He currently weighs about 180lbs. Boxer fought on his own during the
2 pendency of this arbitration in North Carolina and lost. The Commission is currently retaining
3 \$650 from that bout for disposition by Arbitrator.

4 5. Boxer testified that he had hoped that signing a contract with Manager would
5 advance his career and that following signing the contract in October, 1998, Boxer devoted
6 himself to training. He testified that Manager did not provide him with a trainer and that at most,
7 Manager had arranged three sparring sessions for him. Boxer stated that he had previously
8 trained with a trainer named Micky Jones but that Jones was not "brought aboard" by Manager
9 following signature of their contract. Boxer stated that he believed that this was due to a dispute
10 of some sort between Manager and Micky Jones over payment by Manager to Jones in the
11 context of some other agreement not involving boxer.

12 6. It is noted by the Arbitrator that the contract between the parties gives Manager
13 the right to hire a trainer for boxer. If the contract gives Manager the authority to select a trainer,
14 then included within that is the right not to hire a trainer. Both Boxer and Manager testified that
15 they were aware of other arrangements on the hiring and payment of trainers, including addenda
16 to the contract to cover this. Neither party elected to take any special steps to cover this concern.
17 It is noted that Manger's 1/3 share of purses is only worth something if there are winning purses
18 and it does not seem likely that Manager, who has managed 7 other fighters in the dozen or so
19 years that he has been a manager, would deny Boxer a trainer if it decreased Boxer's chances of
20 earning money for Manager.

21 7. Manager produced at the arbitration copies of three letters which were all
22 addressed "To Whom it May Concern." Manager admitted that he had prepared two of the letters
23 himself. One of these he represented to be a letter from Micky Jones concerning Manager's
24 conduct. The copies of the letters were offered for the truth contained therein and, despite the
25 parties having been given notice that it was their responsibility to secure attendance of witnesses
26 for their case, Manager represented that the alleged authors of the letters were "too busy" to
27 appear and that the Arbitrator could call them on the telephone. Manager also offered a copy of a
28 letter purportedly from Phil Paolina of the Paolina Boxing Club under the same circumstances.

1 The third document produced by Manager was a copy of a handwritten letter which was
2 represented as having been written by a Bob Olson. The unavailability of the purported authors
3 of the copies of the letters furnished by Manager deprived Boxer of his right to question these
4 individuals concerning their alleged statements. As such, the Arbitrator declines to accept the
5 contents as evidence in the arbitration.

6 6. Boxer testified that following his entering into the Boxer-Manager contract he
7 became disillusioned with Manager and believed that Manager was not acting in his best interest.
8 Boxer stated that he believed that the bout arranged by Manager on the undercard of the Mike
9 Tyson fight in Las Vegas in January, 1999, might have pitted him against too strong an
10 opponent. The opponent had a record of 13 wins and 4 losses with 11 knockouts. Boxer lost the
11 6 round match and suffered a cut under his eye which required sutures. Boxer was medically
12 suspended by the Nevada State Athletic Commission for a total of 180 days with the first 21 days
13 mandating no contact. It is noted that the Nevada suspension was written in the alternative and
14 could have been cleared by a physician after 21 days. Apparently this was not done.

15 7. Following this bout, an agreement was reached between Boxer, Manager and a
16 boxing family in Canton, Ohio named Harris whereby Boxer went to Canton, Ohio and trained
17 with the Harris'. The precise nature of the agreement between the parties was not testified to, but
18 it apparently culminated with boxer returning to California and not fighting for the Harris family.
19 Manager testified that there were some discussions about boxer fighting for the Harris' in the
20 East, but that such arrangements were, in the opinion of manager, illegal. It should be noted that
21 neither party specified what offers were made, but since neither boxer or manager apparently
22 believe they are relevant to the arbitration, the Arbitrator accepts their mutual conclusion and
23 disregards the Harris family interlude as any issue in this arbitration.

24 8. Following his return to California, Manager negotiated a bout in Portland,
25 Oregon. Boxer testified that upon reviewing the printed record of the opponent, he believed that
26 Manager had put him up against a superior opponent. Despite Manager's representations that the
27 opponent was a not as strong as his paper record would seem, Boxer declined the bout. Manager
28

1 testified to his reasoning for the bout and Arbitrator finds that Manager did not act unreasonably
2 or improperly in agreeing to the bout in Portland.

3 9. Boxer stated that in retrospect he did not blame Manager for the Las Vegas
4 bout and his injury. The record reflects that the scoring by the judges at the match tends to
5 demonstrate that there was no mismatch. Boxer is also philosophical about his injury and the
6 resulting suspension and clearly recognizes them to be part of the inherent risks of being a boxer
7 From the testimony of both parties, the Arbitrator finds that the events surrounding the Las
8 Vegas bout do not demonstrate misconduct by either party.

9 10. Boxer testified generally that he believed Manager was not interested in a
10 fighter of his weight but rather, in heavyweight fighters. Boxer testified that he did not believe
11 that the 1/3 manager's share of purses called for in the contract was equitable in light of what he
12 believed Manager did for him.

13 11. Boxer testified that there remained a social relationship between himself and
14 Manager and the parties agreed that there had been contact between them within the last two
15 months which included discussions about Boxer resuming his efforts for Manager in return for an
16 advance of money for Boxer to acquire a classic Cadillac vehicle.

17 12. There was agreement by the parties that Manager had advanced money to
18 Boxer and that with the exception of a loan to celebrate his birthday in April, 1999 all monies
19 had been paid back. Boxer testified that he had previously orally requested that the \$650
20 currently being held by the Commission be released to Manager as satisfaction of the April, 1999
21 loan.

22 13. Manager testified and introduced other exhibits concerning his conduct.
23 Manager testified to monies expended for uniforms and other items for Boxer and on his behalf.
24 The Arbitrator finds nothing unusual in the amounts or the purposes described for the
25 expenditures. These are usual business expenses associated with managing a boxer.

26 14. Manager testified to the steps he customarily takes to research the strengths
27 and abilities of potential opponents and the Arbitrator finds that these are sound. Manager also
28 introduced the testimony of Derek Ryales who is also managed by Manager. In response to

1 19. While it is unfortunate that Boxer does not have confidence in his manager's
2 ability to adequately advance his career as a professional boxer, the evidence does not
3 demonstrate legal grounds for termination of the contract between them. While the Commission
4 may, under appropriate circumstances, terminate a boxer-manager contract if it determines that to
5 do so is in the best interests of boxing, this usually requires a showing by the parties of
6 incompatibility to the degree that each is completely unwilling to honor their commitments to
7 each other and, most importantly, that this situation has come about after both parties have had
8 the opportunity to put forth their best efforts as a team. In the instant case, the Arbitrator notes
9 that the boxer has not really tried to give manager a chance to work with him as a professional
10 boxer, but at the same time has maintained a social relationship with Manager and has discussed
11 resuming his career..

12 20. Boxer affirmed at the hearing that he had requested that the \$650 manager's
13 share of his purse from North Carolina being held by the Commission be paid to the manager as
14 repayment for an outstanding loan of \$500. Under the boxer-manager contract between the
15 parties, Manager is entitled to the manager's share of purses and only the termination of the
16 contract by the Arbitrator would change this. Since the Arbitrator determines that at present
17 neither legal cause to terminate the contract exists, nor justification to terminate the contract in
18 the best interests of boxing, the Arbitrator will order payment of the manager's share to Manager;
19 however, it is up to the parties to decide whether the money will also be accepted as satisfaction
20 of the outstanding loan balance.

21 21. Between the date of this decision and October 28, 2002 Boxer and Manager
22 have three options; they can work out their differences and put Boxer's career back on track; they
23 can wait until the end of the contractual term and go their separate ways or they can negotiate a
24 reasonable figure for a release by Manager of the contract to be paid by the person or persons
25 who have spoken to Boxer about becoming his new manager.

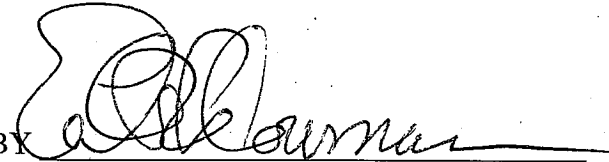
1 **ORDER OF THE ARBITRATOR**

2 22. The request for termination of the boxer-manager contract between Boxer
3 Jamal Harris and Manager, Jason Schlessinger is denied at this time.

4 23. Commission staff is directed to pay the \$650 manager's share of a purse
5 currently being retained by the Commission to Manager, as previously requested by Boxer.
6

7 This decision shall become effective the 31st day of March, 2000. Issued this
8 16th day of March, 2000.

9 ROB LYNCH, Executive Officer
10 California State Athletic Commission

11 
12 BY Earl R. Plowman
13 EARL R. PLOWMAN
14 DEPUTY ATTORNEY GENERAL

15 Attorney for the Arbitrator
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DECLARATION OF SERVICE BY MAIL

Re: JAMAL HARRIS, Boxer/JASON SCHLESSINGER, Mgr. No. 990915-2

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:

Jamal Harris
9846 Glascon Place, #8
Los Angeles, CA 90045

Jason Schlessinger
16601 Channel Lane
Huntington Beach, CA 92649

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 March 16, 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 16, 2000, at Los Angeles, California.



GAIL C. GRIFFITH
Declarant

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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10

11 In the Matter of the Arbitration) No. 97-4
of the Contract Dispute Between:)
12 STANCIEL CHANTEL, Boxer) DECISION OF THE
13) ARBITRATOR
and)
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GREGORY MATTHEWS, Manager)
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Stanciel Chantel (hereafter "Boxer") notified the State Athletic Commission ("Commission") that a dispute existed between him and his manager, Gregory Matthews ("Manager") concerning their five (5) year boxer-manager contract entered into on November 4, 1996 currently on file with the Commission. The boxer-manager contract is effective from December 30, 1996 through November 3, 2001. 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. An arbitration hearing was held on May 29,

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

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

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

12 FINDINGS OF FACT

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

17 2. On September 23, 1996, the Boxer and Manager
18 entered into a three (3) year contract which was rejected by the
19 Commission's Executive Officer on October 25, 1996 due to the
20 inclusion of contractual provisions violative of Title 4,
21 California Code of Regulations, section 222. On November 4,
22 1996, the Boxer and Manager entered into a five (5) year contract
23 which included an Addendum ("boxer-manager contract"). The same
24 was filed with and approved by the Commission on December 30,
25 1996.

26 3. The Boxer's bases for arbitration are claims that
27 the Manager failed to perform on the boxer-manager contract as

1 follows and that he suffered financial hardship as a consequence
2 thereof:

3 A. The Manager failed to timely pay the Boxer a
4 monthly expense stipend in the amount of \$1,100.00 as
5 required by contractual provision 6 of the Addendum to the
6 boxer-manager contract.

7 B. The Manager failed to pay the Boxer or his
8 attorney, Christopher J. Carezza, the unpaid balance due
9 (\$1,500.00) on the training expense (\$6,500.00) required by
10 contractual provision 5 of the Addendum to the boxer-manager
11 contract.

12 C. The Manager failed to arrange and obtain agreements
13 for the Boxer to fight at any time during the contractual
14 period as required by contractual provision 3 of the
15 Addendum to the boxer-manager contract and otherwise failed
16 to perform on the boxer-manager contract in a manner
17 constituting cause for termination pursuant to contractual
18 provision C.5 of the boxer-manager contract.

19 4. The Boxer's complaint vis-à-vis the Manager's
20 failure to timely pay his monthly expense stipend essentially
21 falls within the contractual window of the three (3) year
22 contract rejected by the Commission's Executive Officer. Because
23 this contract was not approved by the Commission, it was not
24 valid as a matter of law. (Title 4, California Code of
25 Regulations, section 222.)

26 5. Because the boxer-manager contract did not become
27 effective until it was approved by the Commission on December 30,

1 1996, any failure by the Manager to timely pay the Boxer's
2 monthly expense stipend prior to December 30, 1996 does not
3 constitute a breach of contract.

4 6. While the manner and method of the Manager's
5 payment of the Boxer's monthly expense stipend after December 30,
6 1996 caused the Boxer difficulty in meeting his financial
7 obligations to the satisfaction of his creditors, the Manager
8 paid the Boxer the monthly expense stipends when due.
9 Specifically, contractual provision 6 of the Addendum to the
10 boxer-manager contract permits payment of the monthly expense
11 stipend at any time during a given month. Consequently, the
12 Manager's failure to pay the monthly expense stipend in a manner
13 accommodating the payment deadlines imposed by the Boxer's
14 creditors does not constitute a breach of contract.

15 7. The Manager's last payment to the Boxer of the
16 Boxer's monthly expense stipend was in February 1997 when the
17 Boxer requested arbitration by the Commission of contractual
18 disputes between the Boxer and the Manager. The same is
19 authorized by contractual provision 10 of the Addendum to the
20 boxer-manager contract.

21 8. The Manager failed to pay the Boxer and his
22 attorney, Christopher J. Carezza, \$1,500.00, the unpaid balance
23 due on the training expense (\$6,500.00) required by contractual
24 provision 5 of the Addendum to the boxer-manager contract. Said
25 unpaid balance was due and payable on the effective date of the
26 boxer-manager contract, December 30, 1996. The Manager
27 intentionally defaulted on payment of the unpaid balance.

1 \$1,500.00 represents a substantial sum to the Boxer and the
2 default occurred at the outset of the boxer-manager contract.
3 Consequently, the Manager's default constitutes a material breach
4 of contract.

5 9. The Boxer claims that the Manager failed to arrange
6 or obtain a single bout for him. Contractual provision 3 of the
7 Addendum to the boxer-manger contract requires, inter alia, that
8 the Manager make arrangements and obtain agreements for the Boxer
9 to fight a minimum of 6 fights from December 30, 1996 through
10 December 29, 1997. Because an actual breach of contract does not
11 take place until the time for performance has arrived, the
12 Boxer's claim is essentially one of anticipatory breach of the
13 boxer-manager contract.

14 10. The Boxer fought 3 times from December 1996 until
15 February 1997 when he requested arbitration. The Manager
16 obtained no less than one of these 3 bouts for the Boxer.
17 Consequently and coupled with the fact that the Boxer submitted
18 his request for arbitration when 10 months remained for the
19 Manager to perform his contractual obligations set forth in
20 contractual provision 3 of the Addendum to the boxer-manager
21 contract, the Manager did not engage in conduct tantamount to a
22 repudiation of the same.

23 11. In addition, the Manager did not engage in conduct
24 authorizing termination of the boxer-manager contract pursuant to
25 contractual provision C.5. Specifically, by February 1997, which
26 was only 2 months into the five (5) year boxer-manager contract,
27 the relationship between the Boxer and Manager had soured to the


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This decision shall become effective on June 30, 1997.

Dated: June 12, 1997

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

By 

ANNE L. MENDOZA,
Deputy Attorney General
Attorney for Arbitrator

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DECLARATION OF SERVICE

Case Name: In the Matter of the Arbitration
of the Contract Dispute Between:
**STANCIEL CHANTEL, Boxer and
GREGORY MATTHEWS, Manager**

No.: 97-4

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:

STANCIEL CHANTEL
16239 Lakewood
Bellflower, CA 90707

GREGORY MATTHEWS
8024 Harrison
Paramount, CA 90723

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

DEAN LOHUIS
STATE ATHLETIC COMMISSION
5757 West Century Boulevard
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

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

In the Matter of the Arbitration	)	NO. 99-1
of Contract Dispute Between:)	
BLAIR B. ROBINSON, Boxer	)	DECISION OF THE
	)	ARBITRATOR
and)	
)	
SUSAN PAOLINA, Manager)	
)	
)	

1. On or about April 30, 1998, the parties entered into a standard boxer-manager contract between Blair B. Robinson, hereinafter the "boxer," and Susan Paolina, hereinafter "manager." Said contract was approved by and is on file with the Commission.

2. In or about December 1999, the boxer requested an arbitration hearing on disputes concerning the boxer-manager contract which was approved by and on file with the California State Athletic Commission, hereinafter "Commission".

/

1 progress and, despite the fact that she started boxing in her
2 30's, is a potential championship fighter.

3 4. Boxer seeks termination of the contract with
4 manager citing what she believes to be incompetence and inability
5 on the part of manager to manage boxer's professional career.
6 Boxer testified that she believed that she is responsible herself
7 for getting the fights that she has participated in during the
8 term of the contract and that had manager done a better job she
9 would have had even further fights.

10 5. Boxer specifically cites a fight in which she
11 could have participated in Las Vegas, Nevada which she maintains
12 she did not get because manager did not submit her application in
13 time for her to appear before the Nevada State Athletic
14 Commission.

15 6. Boxer also testified that she did not believe that
16 manager had adequately handled her publicity and promotion and
17 that this was in reality done by representatives of the Forum.

18 7. Boxer testified that she had gone from being
19 trained at the Paolina Boxing Club by manager's husband, Phil
20 Paolina to Mick E. Jones to Dub Huntley, her current trainer.

21 8. It was agreed between both boxer and manager that
22 their relationship had broken down commencing in approximately
23 September to October, 1998, and that boxer has been training in
24 another gym since November through the date of the arbitration
25 after some sort of altercation at the Paolina Boxing Club.

26 9. Manager testified that she thought in the
27 beginning she had an ideal relationship with boxer and referred

1 to the two of them working together as "The Dream Team." Manager
2 testified that she and boxer were both good at networking, and
3 that she had worked hard at putting together a promotional
4 package for boxer which was paying off. Manager introduced
5 copies of newspaper stories and interviews with boxer which
6 benefited boxer's career as well as manager's boxing club.

7 10. Manager testified that the event in Las Vegas had
8 not been a sure thing and that due to problems with licensure,
9 boxer had not been on the initial card but had gotten a late call
10 from matchmaker Tony Curtis to appear in Nevada. Manager
11 testified that the problem was a condition in Nevada boxing law
12 which is similar to California's, that because boxer was over the
13 age of 36, she needed to appear before the Nevada Commission
14 before she would given a Nevada license. Manager testified that
15 she pursued the matter up through the evening of the fight until
16 a specific ruling by the Nevada Attorney General found that the
17 condition of her personal appearance before the Nevada Commission
18 was mandatory and could not be waived.

19 11. Manager produced copies of correspondence and logs
20 to demonstrate her efforts on behalf of boxer.

21 12. During the entire arbitration, boxer maintained a
22 combative stance toward manager, Boxer's frequent ad hominem
23 attacks on manager served to disrupt the process of the
24 arbitration.

25 13. Manager testified and demonstrated that she had
26 invested approximately \$2,000 in boxer in terms of publicity and
27 equipment.

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DETERMINATION OF ISSUES

1. The Arbitrator has jurisdiction of both of the parties and of the subject matter and may issue an appropriate order pursuant to the terms of the contract signed between the parties.

2. Boxer in her testimony has not met her burden of demonstrating either dishonest or incompetent conduct on the part of manager which would establish legal cause for termination of their contract. Specifically, boxer is completely convinced that manager has not done a good job and that the boxer alone has been responsible for her own success. This is simply not supported by the evidence which demonstrates that for at least the first several months of their contract, boxer and manager worked together as an effective team to promote boxer from an unknown to a very marketable commodity, with championship potential.

3. From the testimony of boxer and her general demeanor, it is apparent that the implied covenant of good faith necessary to make the contract work is lacking and that for the interest of both parties, the contract should be terminated.

4. Manager is entitled to recoup her expenses on behalf of boxer.

ORDER

1. The boxer-manager contract between boxer, Blair "Sugar" Robinson and manager, Susan Paolina, which was signed by the parties on April 30, 1998 is ordered terminated.

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This decision shall become effective on the 19th day of April, 1999.

Dated this 5th day of April 1999.

ROB LYNCH, Executive Officer
State Athletic Commission
Arbitrator



EARL R. PLOWMAN
Deputy Attorney General

Arbitrator's Attorney.

DECLARATION OF SERVICE BY MAIL

Re: BLAIR B. ROBINSON No. 99-1

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:

Blair B. Robinson
1644 S. Gramercy Place, #2
Los Angeles, CA 90019

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

Susan Paolina
726 South LaBrea Avenue
Los Angeles, CA 90036

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 7, 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 7, 1999, at Los Angeles, California.



GAIL C. GRIFFITH
Declarant

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BEFORE AN ARBITRATOR
OF THE CALIFORNIA STATE
ATHLETIC COMMISSION

In the Matter of the Arbitration
Of Contract Dispute Between:
 JAMES TONEY, Boxer
 and
 RICHARD MIELE, Co-Manager
 GREGORY YATES, Co-Manager

No. 99-8
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 on September 15, 1999 at the Los Angeles regional office of the Commission pursuant to written notice to the parties. James "Lights Out" Toney (hereinafter "Boxer") appeared at the arbitration and represented himself. Boxer was assisted in his presentation by his fiancée, Ms. Anjanette Corillie. Gregory Yates, Esq. and Richard J. Miele, Esq. (hereinafter "Co-Managers") appeared and represented themselves. Also appearing at the arbitration were Chief Inspector of the Commission, Dean Lohuis as well as John Arthur, Shirlan Crowder, Lamar Jackson and Benny Urquidez.. After taking the testimony of the parties and witnesses under oath, and following receipt of documents in evidence and upon taking official notice

1 of the records and proceeding of the Commission, and following the submission by the
2 parties of both oral and written argument in support of their respective positions, the
3 Arbitrator now makes the following:

4 FINDINGS OF FACT

- 5 1. Boxer and Co-Managers were, at the time of the making of the Boxer-Manger
6 contract which is the subject of this arbitration, both licensed by the Commission.
7 Co-Managers and Boxer are currently licensed in California for the 1999 licensing
8 year.
- 9 2. On February 20, 1998 Boxer and Co-Managers appeared before an official of the
10 Commission in Los Angeles and executed a standard boxer-manager contact. The
11 term of the contract was three (3) years. The parties also executed a standard
12 promotional contract at the same time. The contracts were approved by the
13 Commission on or about March 3, 1998. A hand-written notation was made on the
14 contract that Boxer retained the right to approve bouts.
- 15 3. On March 10, 1999, Boxer requested arbitration of the contract pursuant to the
16 provisions of Section C.4 of said contract, citing Section C.5 of the contract and
17 alleging that Co-Managers had failed to obtain bonafide offers of fights for him with
18 sufficient frequency.
- 19 4. Thereafter, the matter was set for hearing, but ordered continued by the Arbitrator
20 at the request of Co-Managers, who demonstrated good cause for continuance of
21 the matter by reason of a conflict with a previously scheduled federal court trial.
22
- 23 5. Boxer testified that at the date of the arbitration he had a professional record of 54
24 wins, 4 losses and two draws with 37 of the wins by knockout. Boxer further
25 testified that for the year preceding the arbitration hearing he had taken charge of
26 his own management and had been arranging his own fights.
27
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- 1 6. At the time Boxer and Co-managers entered into their contract a pre-existing
2 contract had been signed in late 1997 for a bout between Boxer and Larry Holmes.
3 This bout had been concluded with Boxing International, L.L.C. and was to occur on
4 or within 45 days of January 29, 1998. The Holmes-Toney bout did not occur but
5 supposedly there was an agreement between the parties that a future bout would
6 be negotiated. It was at this time that the parties negotiated the current contract.
- 7 7. Despite the fact that there is no writing which memorializes this, the parties did not
8 dispute that their agreement included a \$45,000 signing bonus. There are two
9 checks which were presented by Co-Managers to be payment of the signing bonus.
10 check 1198 was purportedly drawn on a business line account in the amount of
11 \$35,000.00 on March 6, 1998 and check 5631 on Co-Manager Yates' law office
12 account in the amount of \$10,000.00 is dated March 18, 1998. Boxer alleges that
13 their oral negotiations also included a leased automobile and an estimated
14 \$200,000.00 in legal fees. The parties agree in their testimony that at the time the
15 contract was entered into, boxer had serious legal difficulties in another part of the
16 country and that these included both civil and criminal matters. Copies of checks
17 provided to the Arbitrator at the hearing do in fact demonstrate a payment to The
18 All American Group of \$9,973.18 on January 20, 1998 and this is was identified by
19 boxer as payment for an auto lease. This is also a month before the Boxer-Manager
20 Contract was entered into, and this amount is not referenced in the March 3, 1998
21 loan agreement of the parties.
- 22 8. During 1998 and through approximately the middle of 1999 Co-Managers
23 attempted to negotiate fights for Boxer. In April, 1998 bout and promotional
24 contracts were negotiated with the Miccosukee gaming tribe in Florida for a fight in
25 August, but these fell through. In or about October, 1998 Co-Managers tried to
26 negotiate a fight on the undercard of the Foreman-Holmes bout with the same
27 parties who had negotiated the Holmes-Toney bout which fell though in January,
28 1998 , but again, this fell through. Litigation ensued between the promoters and

1 Co-Managers, but did not produce fights for Boxer. The testimony of the parties
2 established that Co-Managers tried to put together comprehensive packages with
3 promoters for big purse fights but despite their efforts, these bouts did not come to
4 fruition. There was no evidence that any act of Boxer contributed to the inability of
5 Co-Managers to successfully negotiate bouts for Boxer.

6 9. The testimony of the parties and the expenses claimed by Co-Managers for training
7 expenses during 1998 and 1999 show that Boxer was apparently regularly in
8 training and ready and able to fight. Boxer testified that he was concerned about
9 his career and began negotiating his own fights. At the time of the arbitration he
10 fought in Phoenix, Az. against Terry Porter and won by knockout. The purse in this
11 case was \$60,000. On July 31, 1999 Boxer fought Adolpho Washinton at the
12 Foxwood Casino and scored a knockout. The purse in this event was \$75,000. In
13 neither case was a manager's share withheld.

14 10. Co-Managers have submitted figures covering the period from January, 1998
15 through July, 1999 totaling \$164,485.78 which they assert cover the total amount
16 of monies paid to Boxer for all purposes.

17 11. By written agreement dated March 3, 1998, Boxer acknowledged a loan in the
18 amount of \$55,962.00. This gross figure includes several sums, including some
19 from before the date of the contract and the purposes of the sums is not specified.
20 Repayment of the loan was to be made by Boxer from his anticipated future purses.
21 Both Boxer and Co-Manager Yates signed the agreement and it is not disputed that
22 this obligation exists and is owing.

23 12. More problematic is Co-Manager Yates' claim that he is owed \$45,659 for training
24 and living expenses. In his written summation, Mr. Yates states:

25 "Although the other checks indicate simply 'advance for training expenses,' or
26 something similar to that, in each instance it was clearly understood that this was
27 to be repaid to Respondent Gregory P. Yates, where James Toney was scheduled
28 to fight Johnny McCall on the undercard of the Foreman/Holmes fight, which was

1 subsequently canceled. Many of the checks which Mr. Toney received from Roger
2 Levitt were received by him directly or through another agent acting in Mr.
3 Toney's behalf, Harold Smith, and were not properly reimbursed to to Gregory A.
4 Yates (emphasis added)."

5 Pursuant to Business and Professions Code Section 18852 and section B.4(a) of
6 the contract signed by the parties, Co-Managers are required to keep accurate
7 annual records of essentially all monies received and expended in the course of
8 training for and holding each individual fight. There was no evidence presented at
9 the arbitration of a writing that covered repayment of monies received for training
10 and living expenses by Boxer either directly from Co-Managers or from a
11 promoter, Roger Levitt. Even more attenuated is the claim that Boxer is obligated
12 to repay to Co-Managers monies allegedly received by an alleged agent, Harold
13 Smith. Again, there is no evidence that would establish a claim under the laws and
14 regulations governing the boxer-manager contract or establish an amount.

15 Similarly, Co-Manager's claims for reimbursement of expenses are governed by
16 the requirements of Rule 224 of Title 4 of the California Code of Regulations and
17 section B.4(c) of the contract to be enforced as either a loan or other payment. In
18 the normal course of events, monies spent in furtherance of a manager's
19 investment in a boxer's career are business expenses which cannot be recouped
20 without a written agreement for such, approved by the Commission. Co-Manager
21 Yates correctly notes on page 3, lines 4-6 of his final submission that neither
22 bonuses or trainer expenses and related expenses are normally recoverable. In the
23 case of signing bonuses, these are just that; an incentive to a boxer to enter into an
24 agreement with a manager which both parties hope will provide future financial
25 benefits. Other monies paid by a manager in furtherance of his or her investment
26 are business expenses chargeable to the manager.

- 27 13. Co-Manager Yates also seeks recovery of amounts allegedly paid to the law offices
28 of Attorney Richard Sherman to represent Boxer in a bankruptcy proceeding. It is

1 noted that Co-Managers are attorneys. Boxer represents in his argument to the
2 Arbitrator that his signing bonus also included \$200,000.00 in legal services, but
3 there is no written documentation of this claim of any sort and it seems to the
4 Arbitrator that if it existed there would be something to substantiate it. If there is
5 a bonafide retainer agreement between Boxer and Co-Manager Yates, for the
6 provision of legal services, then that is separately enforceable in the courts in the
7 customary manner. If there is a retainer agreement between Boxer and attorney
8 Richard Sherman, then the remedy is an action to enforce the claim for legal fees
9 by Mr. Sherman. The purpose of arbitration of contracts between licensees of the
10 Commission is to quickly and equitably adjudicate claims arising under the
11 provisions of the contract which are substantially related to the qualifications,
12 functions and duties of such licensees. Absent specific clear evidence of an
13 intention by the parties to the contrary and a corresponding statute or rule of the
14 commission, professional fees to attorneys are not something that the
15 Commission adjudicates in arbitration and the parties are left to their remedies at
16 law.

17 14. Commendably, there appears to be no real animosity between the parties in this
18 matter. While Co-Manager Yates testified that his relationship with Boxer started
19 with elements of trying to help Boxer get his life and career in order, there is no
20 question that both parties recognized a potential business opportunity. Boxer's
21 testimony established that he was a serious businessman in the sense that he
22 recognized that his professional career was in a race with the calender and that he
23 wanted to advance as far and as fast as he was able while he was able to box
24 competitively. The fact that Boxer, acting as his own manager, has been able to
25 arrange bouts with good purses on a regular basis, demonstrates that Boxer is
26 clearly marketable. Co-Managers concentrated all of their efforts on arranging the
27 single big bout and were not successful in doing so.

28

1 DETERMINATION OF ISSUES

2 15. The Arbitrator has jurisdiction over the parties and over the subject matter of the
3 arbitration.

4 16. The Arbitrator determines that based upon the evidence, inability of Co-Managers
5 to arrange bouts for Boxer within the four month window provided for in the
6 regulation is cause for the termination of the contract between the parties. While
7 it is commendable that Co-Managers worked diligently to arrange a major national
8 bout, it appears that they were being strung along by the promoters of such bouts.
9 There is no evidence that Boxer was in any way culpable for this failure and
10 indeed, the testimony established that at all times he worked and trained to
11 prepare for a fight.

12 17. Of the monies claimed by Co-Managers as having been paid to Boxer, the
13 Arbitrator finds that these are either not recoverable (signing bonuses) or subject
14 to other remedies (legal fees), or paid to other persons for unspecified purposes
15 and not substantiated by records. The only exception to this finding is the claim
16 for recovery of loaned monies. Loans between boxers and managers have been
17 the subject of greatest concern to the Commission for as long as it has existed. In
18 this case the signed agreements of the parties specifically reference that the loan
19 amounts are to be satisfied out of future purses. As noted above, the Arbitrator
20 notes that both Boxer and Co-Managers are astute business persons and fully
21 aware of the commercial ramifications of their actions.

22 18. Based upon the foregoing, the Arbitrator hereby issues the following

23 ORDER

24 1. The Boxer-Manager contract previously entered into between the parties is
25 terminated.

26 2. Boxer shall repay to Co-Managers the sum of \$55,962.00 which is evidenced by
27 signed agreements between Boxer and Co-Managers.

28 3. Payment of the \$55,962 shall be accomplished by the Commission withholding

1 one-third of each purse earned by Boxer in California, or by the Commission in
2 any sister state, tribal entity or territory of the United States, or any other nation
3 which recognizes the California Commission, and causing same to be paid to Co-
4 Managers, until the balance is paid in full.

5 4. Boxer shall truthfully report to the Commission the amount of money actually paid
6 to him for each bout wherever it takes place and the failure to accurately and
7 truthfully report and account for purse monies will constitute grounds to suspend
8 the license of boxer and the license of any future manager of Boxer or any
9 promoter who falsely reports amounts of purse money in any bout agreement or
10 an any bout in which Boxer participates.

11 5. Should Boxer obtain another manager at any time prior to full payment or
12 satisfaction of the award, said manager shall acknowledge to the Commission that
13 he or she has received a copy of this order and agrees to be bound by it before
14 Boxer will be permitted to enter into a new boxer-manager agreement in California
15 or in any jurisdiction which recognizes the lawful orders of the California
16 Commission.

17
18 This decision shall become effective on the 19th day of June, 2000.

19
20 Dated: July 6, 2000

21
22 Rob Lynch, Executive Officer
23 California State Athletic Commission
24 Arbitrator

25 
26 Earl R. Plowman,
27 Deputy Attorney General
28 Arbitrator's Attorney

DECLARATION OF SERVICE BY MAIL

Case Name: **JAMES TONEY, Boxer and Richard Miele & Gregory Yates, Co-Managers**
State Athletic Commission No. 99-8

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 **June 8, 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:

James Toney
4417 Hazeltine
Sherman Oaks, CA 91423

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

Richard Miele
9461 Charlesville Blvd., #171
Beverly Hills, CA 90212


Rob Lynch, Executive Officer
State Athletic Commissio
1424 Howe Avenue, Suite 33
Sacramento, CA 95825-3217

Gregory Yates
9454 Wilshire Boulevard, #850
Beverly Hills, CA 90212

John Arthur
13601 Ventura Blvd., #427
Sherman Oaks, CA 91423

I declare under penalty of perjury the foregoing is true and correct, and this declaration was executed at Los Angeles, California, on **June 8, 2000**.

GAIL C. GRIFFITH
Typed Name


Signature

E.R.Plowman:gg

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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:

PETER SMITH, Boxer

and

JOSEPH GIAMPAOLO, Manager

) **No. 914 5/6**
)
) **DECISION OF THE**
) **ARBITRATOR**
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CONTRACT AND PROCEDURAL HISTORY

In or about June 1, 1999, the parties executed a boxer-manager contract between Peter Smith, hereinafter the "boxer," and Joseph Giampaolo, hereinafter the "manager." In addition to the contract, which was a paraphrase of the standard contract used by the Commission, the parties sought approval of three "Exhibits" and two addenda. On June 16, 1999 the parties were advised that the Commission would **not** accept addendum 1, an entertainment management agreement or exhibits A and B which were entitled Boxing Management Services and Fees and Entertainment Management Services Fees (out of ring). Said contract, together with exhibit C and addendum 2 was approved by and is on file with the Commission as of June 29, 1999.

On January 29, 2000 and again on June 7, 2000, the boxer requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the

1 State Athletic Commission ("Commission"). The original January request was faxed to
2 the Commission's regional office and lost in shipment to the head office in Sacramento.
3 A copy of the contract and the boxer's request for arbitration was attached to the Notice
4 of Arbitration Hearing which was served on the parties by mail on September 1, 2000 at
5 their addresses of record for their licenses.

6 The arbitration hearing in the above entitled matter was convened before the
7 arbitrator appointed by the Commission, Rob Lynch, Executive Officer of the
8 Commission, on September 14, 2000, commencing at 11:00 a.m. at the Athletic
9 Commission's Los Angeles office pursuant to written notice served on the parties by
10 mail at their addresses of record. Also present but not participating was Commission
11 Chairman, Cal Soto. Earl R. Plowman, Deputy Attorney General served as counsel to
12 the Arbitrator. Both Boxer and Manager appeared in person and represented
13 themselves. Boxer was assisted in his presentation by Ms. Leslie Lum.

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

18 FINDINGS OF FACT

- 19 1. Both the boxer and the manager are currently licensed by the
20 Commission.
- 21 2. Both the boxer and the manager were given proper notice of the
22 request for arbitration and the date time and place set for the arbitration .
- 23 3. The records of the Commission and other information reflect that
24 Boxer is a heavyweight and ranked by the North American Boxing Organization (NABO)
25 as Number 10 in the world. Boxer has an overall professional record of 19 wins and 2
26 losses with 10 wins by knockout. Boxer's two losses were in 1996 and 1997 and reflect
27 underlying causes of viral infection and recovery from a broken noses, respectively.

1 Boxer's only fight while under contract to Manager was a 6 rounder in August, 1999 and
2 was arranged by Boxer himself with Matchmaker Antonio Curtis of the Forum.

3 4. Boxer began his recorded career in his native South Africa in 1992 and
4 fought steadily and successfully for the next three years under the tutelage of Alan
5 Toweel. The death of Mr. Toweel in 1995 dealt a severe emotional blow to Boxer who
6 then lost two bouts and essentially retired from boxing. In 1998 Boxer came to the
7 United States and through an immigration attorney and boxing manager, was referred to
8 Manager. In June, 1999 Boxer and Manager entered into the series of agreements
9 referenced above. Boxer is now 29 years old and will be 30years old by the end of the
10 current year.

11 5 Despite his strong initial record in the early 1990's, Boxer's troubled emotional
12 past and his absences from his career caused him to be placed in the status of
13 preliminary fighter as opposed to that of a main event fighter. At the present time
14 Boxer's record as a main event fighter is not sufficiently reestablished so that any
15 determination or finding can be made concerning the boxer's potential or his earning
16 power in the industry. Boxer is currently concerned that since he is not actively working
17 as a boxer, he may lose his visa status and be returned to South Africa.

18 6. Boxer seeks termination of his contract with Manager, citing
19 inadequate interest by Manger in his career; misrepresentation by manager as to
20 manager's ability to obtain quality bouts for Boxer; a failure by Manager to obtain fights
21 for Boxer as called for by the contract and a belief that Manager owes a signing bonus
22 of some sort. Boxer also asserted that he was disadvantaged by Manager due to an
23 unwillingness to replace trainer Hadley, who was ill. At the hearing Boxer amended his
24 allegations to include a complaint that Manager had failed to provide an accounting of
25 monies due and paid as called for by the contract and budget addendum.

26 7. In response to questions by the Arbitrator, Boxer admitted that
27 Manager had made efforts on Boxer's behalf and that in the first 6 months of their

1 agreement boxer was not available to fight for significant periods of time due to injury.
2 Boxer further stated in response to questions by the Arbitrator that he was unwilling to
3 continue his career as a boxer with Manager, but did acknowledge that Manager had
4 invested time and most of the contracted amount of money in boxer's career. In
5 response to questions about his experience in boxing, Manager admitted that he had
6 none, but that he had extensive experience in both sports and entertainment. It was not
7 established that Manager's lack of prior experience in boxing played any significant role
8 in his dealings with boxer and the issues raised in the arbitration.

9 8. The evidence established that the contract between Boxer and
10 Manager did not call for the payment of a signing bonus. Rather, the contract and its
11 related documents-some of which are accepted by the Commission- set forth a detailed
12 budget which gave Boxer the sum of \$3000.00 per month, but charged back against it
13 almost all of Boxer's living expenses, including an automobile lease. The monies called
14 for under the contract were paid for most of the initial 6 month period for which money
15 was budgeted, but at the end of this period, Manager began to cut the payments when
16 no return seemed to be in sight. The record established that both Boxer and Manager
17 appeared before the Chief Inspector of the Commission, Dean Lohuis, who went over
18 the terms and conditions of the contract with the parties before sending it to Sacramento
19 for action by the Commission's Executive Officer. Manager recorded this meeting and
20 paid to transcribe it. There was no dispute that such a meeting took place, so the offer
21 of this transcription was declined as irrelevant.

22 9, Manager produced extensive financial reports which demonstrated monies
23 paid by him to boxer from June, 1999 through November, 1999 for Boxer's living and
24 training expenses. It was established that Manager provided Boxer with copies of
25 reports for each month he made payments by or on behalf of Boxer. Boxer and Ms.
26 Lum admitted that with the exception of an internal financial document which was
27 reviewed by Arbitrator, they had seen or been provided with such reports. The reports

1 provided are in compliance with the Rules of the Commission for such documents

2 10. Boxer fought one time while under contract with Manager. Manager was
3 aware of the fight but did not arrange it and was paid the manager's share by the
4 promoter.

5
6 11, Manager stated in his testimony, and in a written letter to the arbitrator that he
7 believed that he was entitled to recovery of all monies paid to Boxer and an estimated
8 sum of \$50,000 as a total of expected profits over the 5 years of the contract. The
9 Arbitrator finds that the clause that Manager put in the contract calling for him to recover
10 all monies paid to or on behalf of Boxer is excessive in light of an arbitration which
11 essentially seeks to not only enforce valid contracts, but to do equity to the parties. As
12 to the payment of \$3000 per month for the first three months of their agreement (June,
13 July and August, 1999) the parties were essentially honoring their agreement with Boxer
14 training and available to fight. To the extent that Boxer was not available due to bona
15 fide injuries (and there is no proof that at the time Boxer claimed injury that he was not
16 injured) during June-August, such things do occur in the sport of boxing and are risks
17 which are assumed by the parties. Thus, unavailability due to bona fide injury is not a
18 basis to terminate or limit payments for living expenses or the like.

19 For the period of time after August, stretching into the early months of 2000,
20 without breaking out the detail as to the money paid to Boxer, versus the propriety of
21 charging the trainer to Boxer as well as charging various luncheon tabs to Boxer for
22 meetings, the Arbitrator determines that an equitable reimbursement of Manager is the
23 sum of \$5000. The arbitrator finds that for any award to be made for lost earnings,
24 there has to be a reasonable and foreseeable likelihood that in the normal course of
25 things such earnings would be realized. This is not the case in this matter and any such
26 award would be speculative in the extreme. The documents that exist between the
27 parties (including those not accepted by the Commission) reflect two things very much

1 at odds with one another. On the one hand, Manager sought and obtained a series of
2 interlocking agreements that went beyond boxing and into entertainment and
3 entertainment management and personal management as well. There were fee
4 schedules and payments called for to Manager under any one of three separate hats (
5 Boxing manager, financial manager or entertainment manager)and these clearly
6 reference a hope that Boxer would return to the ring and become both a champion and
7 a sports figure. On the other hand, the financial terms made a part of the Boxer-
8 Manager contract reflect a recognition that Manager was engaged in a most speculative
9 venture since Boxer had not seriously fought on any regular basis for a number of years
10 and had previously retired from the ring due to both physical injuries and emotional
11 issues. Manager was therefor unwilling to risk a large amount of his own money
12 beyond a sum sufficient to pay for expenses and provide Boxer with a limited allowance
13 above the money he needed to live on and no signing or other bonus at all.

14 The amount of money provided by Manager and the manner in how it was
15 provided, while consistent with sound business practices and good accounting, was
16 inconsistent with Boxer's image of himself as a world class fighter and led to resentment
17 and ultimately an unwillingness to continue his relationship.

18 12. It is the conclusion of the Arbitrator that beyond a series of complaints,
19 boxer has not produced anything which violates the laws and regulations of the
20 Commission and so justifies termination of his contract with manager for such
21 violations.. It is nevertheless apparent at the present time that boxer will not train or fight
22 for Manager. This serves neither party, or professional boxing in general. Since the
23 contract was only in effect for less than 6 months before manager ceased paying
24 boxer's living expenses and boxer requested termination, it is equitable to all concerned
25 to arrange an end to the contract at this early stage and to compensate manager for a
26 portion of his expenses which were incurred after August, 1999 when it was reasonably
27 apparent that the arrangement of the parties was unsatisfactory to both of them.

DETERMINATION OF ISSUES

1
2 1. The arbitrator has jurisdiction of both the parties and of the subject
3 matter and may issue an appropriate order.

4 2. The boxer has not met his burden of proving that manager has
5 engaged in illegal conduct which would establish legal cause for termination of their
6 contract during the 6 month period between the contract being signed and the request
7 by boxer that it be terminated.

8 3. The personal relationship between Boxer and Manager due to
9 unreasonable expectations on the part of both parties has created an impasse which is
10 not good for either party or for boxing.

11 4. A boxer-manager contract by its very nature is a contract for the
12 performance of personal services and contains an implied covenant and promise of
13 good will and mutual cooperation which has been frustrated in this case. The boxer and
14 the manager are presently incomparable to the extent that it would be contrary to the
15 best interests of boxing and the boxer to force him to remain under contract until its term
16 expires. This is due in part to the age of Boxer (nearly 30) and the fact that due to his
17 previous retirements and desultory returns to boxing he has little time left to advance his
18 career if, indeed, he intends to actively pursue a Boxing career again.

19 Therefore, it is consistent with the best interests of boxing and the boxer
20 to allow the boxer to terminate the boxer manager contract upon certain terms and
21 conditions deemed to be fair, just and equitable.

22 5. The manager has demonstrated a reasonable costs in his efforts to
23 manage Boxer over and above business expenses which are not recoverable in the
24 sum of \$5000.00 and this sum is awarded purely on equitable principles as there is no
25 track record of any sort to demonstrate a likelihood of future purses earned by boxer
26 during the contract. The manager is entitled to recover this sum from boxer's future
27 purses, if there are any.

DECLARATION OF SERVICE BY MAIL

Case Name: **Peter Smith, Boxer and Joseph Giampaolo, Manager** No.: **914 5/6**

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 15, 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:

Peter Smith
12801 Ocean Park Blvd., #115
Santa Monica, CA 90405

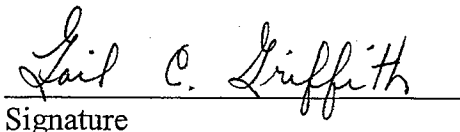
Joseph Giampaolo
100 N. Citrus Street, Suite 508
West Covina, CA 91791

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 15, 2000**.

GAIL C. GRIFFITH

Typed Name


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:

CALVIN EARL ODOM, Boxer

and

BARTOLOME MATIAS, Manager

Case No. **101010-3**

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. Earl R. Plowman, Deputy Attorney General appeared as counsel for the Arbitrator. The matter was convened at 11:00 a.m. on April 18, 2001 at the office of the Commission in Los Angeles pursuant to written notice to the parties.. There was no appearance by or on behalf of Manager, Bartolome "Tommy" Matias. Boxer Calvin Earl Odom, the party requesting the arbitration was present with witness Kevin Morgan and prepared to proceed. Also present at the arbitration proceeding was Chief Inspector Dean Lohuis. 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

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

3 2. On April 5, 2001, Boxer and manager appeared before an official of the
4 Commission in Los Angeles and executed a standard boxer/manager contract, the term
5 of which was three (3) years. At the same time as the signing of the standard form
6 boxer-manager contract, the parties entered into a promotional contract which called for,
7 among other things, payment by Manager to Boxer of certain monies. The contracts
8 were approved by the Commission on or about June 8, 2001.

9 3. In or about July 18, 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..

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

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

18 6. Both Boxer and Kevin Morgan were sworn and testified that despite
19 the existence of a promotional agreement signed by Boxer and Manager calling for
20 payment to Boxer of six hundred dollars per month (\$600) by Robert Matias, dba IGM
21 Enterprises, no monies had been paid since in or about May, 2001 and that neither
22 Manager nor IGM were available to respond to Boxer's calls. Boxer testified that
23 Manager and IGM Enterprises previously had offices at LA Boxing gym, but that they
24 had moved out.

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1 **DETERMINATION OF ISSUES**

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

4 2. The party responding to the request for arbitration, Manager Bartolome
5 "Tommy" Matias has failed to appear or present any evidence in opposition to the
6 request for termination of the contract. Thus Boxer's unchallenged testimony under oath
7 concerning Manager's actions contrary to Boxer's best interests as set forth in his
8 original request for arbitration is accepted.

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

10 **ORDER**

11 1. The arbitration petition heretofore filed is granted and the Boxer-
12 Manager contract between the parties is dissolved with an effective date of October 16
13 2001.

14 2. The Manager's share of any purses withheld by order of the
15 Commission during the pendency of this arbitration matter from July 8, 2001 through the
16 present should be paid to Boxer, Calvin Earl Odom. This Decision shall become
17 effective on October 31, 2001.

18 DATED: October 16, 2001

19
20 ROBLYNCH, EXECUTIVE OFFICER
STATE ATHLETIC COMMISSION

21
22 

23 EARL R. PLOWMAN
Deputy Attorney General

24 Attorney for Arbitrator

DECLARATION OF SERVICE BY MAIL

Re: **Calvin Earl Odom, Boxer and Bartolome "Tommy" Matias, Manager**
Case No. 101001-2

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

Calvin Earl Odom
4066 Muirfield Road, Apt. 1
Los Angeles, CA 90008

Bartolome "Tommy" Mathias
10447 Amigo Avenue
Northridge, CA 91326

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


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 October 24, 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 October 24, 2001, at Los Angeles, California.


GAIL C. GRIFFITH
Declarant

FILE

BEFORE AN ARBITRATOR OF THE STATE ATHLETIC COMMISSION STATE OF CALIFORNIA

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

No. 97-7

6 Sergio Macias, Boxer)

**DECISION OF THE
ARBITRATOR**

7 and)

8 Lewis Loy, Manager(s))
9

10
11 In or about December 9, 1996, the parties executed a
12 standard boxer-manager contract between Sergio Macias,
13 hereinafter the "boxer," and Lewis Loy, Sr., hereinafter the
14 "manager." Said contract was approved by and is on file with
15 the Commission. On May 28, 1997 the boxer requested arbitration
16 of disputes concerning the boxer-manager contract approved by and
17 on file with the State Athletic Commission ("Commission"). A
18 copy of the contract and the boxer's request for arbitration was
19 attached to the Notice of Arbitration Hearing which was served on
20 the parties by mail on November 26, 1997 at their addresses of
21 record for their licenses.

22 The arbitration hearing in the above entitled matter was
23 convened before the arbitrator appointed by the Commission,
24 Commissioner Ernest Weiner, Vice Chairman of the Commission, on
25 December 12, 1997, commencing at 10:30 a.m. at the Athletic
26 Commission's Los Angeles office at 5757 W. Century Blvd., #16,
27 Los Angeles, California pursuant to written notice served on the
parties by mail at their addresses of record. Also present and

1 participating was Commissioner Robert Rosenthal, Esq.. Earl R.
2 Plowman, Deputy Attorney General served as counsel to the
3 Arbitrators. Both Boxer and Manager appeared in person and
4 represented themselves.

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

10 FINDINGS OF FACT

11 1. Both the boxer and the manager are currently
12 licensed by the Commission.

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

16 3. The records of the Commission reflect that Boxer
17 has an overall professional record of 11 wins and 7 losses with 5
18 wins by knockout. Two of the wins, including an upset knockout
19 and one loss have been recorded during the brief period of time
20 that Boxer has been under contract to Manager. It is the opinion
21 of the Commission's Chief Inspector that Boxer has progressed
22 from the status of preliminary fighter to a main event fighter,
23 but that Boxer's record as a main event fighter is not
24 sufficiently established at the present time so that this view of
25 the boxer's potential is completely accepted in the industry.

26 4. Boxer seeks termination of his contract with
27 Manager, citing inadequate training facilities and a lack of

1 quality sparring partners and opponents. Boxer testified to the
2 facilities provided by manager, and to the trainers, sparring
3 partners and matches arranged or offered while under contract
4 with manager.

5 In response to questions by the Arbitrator, Boxer
6 admitted that Manager had offered bouts to Boxer which he had
7 refused and that he had told Manager that he wanted to work at
8 something else for awhile as opposed to doing the training
9 necessary to continuing his boxing career. Boxer further stated
10 in response to questions by the Arbitrator that he was unwilling
11 to continue his career as a boxer with Manager, but did
12 acknowledge that Manager had invested time and money in boxer's
13 career.

14 5. Manager and other members of the Loy family who
15 are engaged in boxing also testified in this matter. This
16 testimony any the documents on file with the Commission establish
17 that manager has been licensed for nearly 20 years as a manager
18 and has had considerable experience training fighters. Manager
19 currently has three other fighters under contract. Manager
20 testified to the training facilities and sparring partners
21 selected by manager to develop boxer, and in particular the
22 training needed to fight left-handed opponents.

23 The statement by boxer to manager to the effect that he
24 wanted to temporarily work at something else was accepted by
25 manager, who claims surprise when boxer informed him that boxer
26 was seeking termination of the boxer-manager contract and
27 presented manager with a form release to sign.

1 The manager was asked by the Arbitrator if he had any
2 knowledge of other events which might have contributed to boxer's
3 desire to terminate their contract and could only state that he
4 believed others were making big promises to boxer, which manager
5 doubted could or would be kept.

6 Manager stated that he believed that he would be
7 damaged in the sum of \$5000.00 in terms of what he would expect
8 as the manager's net share of purses under the terms of the
9 contract. This figure is accepted as reasonable based upon the
10 number of matches engaged in by boxer during the contract period
11 and the amounts of purses documented in part in records of the
12 Commission and in recognized reports of boxing events.

13 6. The Arbitrator notes from the contract signed by
14 boxer and manager that pursuant to Clause A1. of the contract,
15 boxer agreed that he is obligated to render services "... solely
16 and exclusively for Manager in such boxing contest, exhibition,
17 **or training exercises** as Manager shall from time to time
18 direct,..." (emphasis added). In addition, item 5 of the same
19 clause boxer agreed that he gave the manager the authority
20 to select boxer's trainers.

21 7. It is the conclusion of the Arbitrator that beyond
22 a series of vague complaints, boxer has produced nothing which in
23 any way suggests that manager Lewis Loy Sr. has been anything
24 other than a conscientious and skilled manager who, together with
25 his family, has successfully worked to develop boxer's career.
26 While boxer cannot point to anything which legally justifies
27 termination of his contract with manager, it is apparent that at

1 the present time boxer will not train or fight for manager. This
2 serves neither party, or professional boxing in general. Since
3 the contract was only in effect for 5 months before boxer
4 requested termination, it is equitable to all concerned to
5 arrange an end to the contract at this early stage and to
6 compensate manager for his projected earnings from boxer.

7 DETERMINATION OF ISSUES

8 1. The arbitrator has jurisdiction of both the
9 parties and of the subject matter and may issue an appropriate
10 order.

11 2. The boxer has not met his burden of proving that
12 manager has engaged in any conduct which would establish legal
13 cause for termination of their contract during the 5 month period
14 between the contract being signed and the request by boxer that
15 it be terminated.

16 3. The manager has offered the boxer fights during
17 the period since his last fight and the boxer has refused them,
18 which has created an impasse which is not good for either party
19 or for boxing.

20 4. A boxer-manager contract by its very nature is a
21 contract for the performance of personal services and contains an
22 implied covenant and promise of good will and mutual cooperation
23 which has been frustrated in this case. The boxer and the
24 manager are presently incompatible to the extent that it would be
25 contrary to the best interests of boxing and the boxer to force
26 him to remain under contract until its term expires.

27 Therefore, it is consistent with the best interests of

1 to the arbitrator, in advance, of any proposed California boxer-
2 manager contract that the Boxer may wish to enter before payment
3 or satisfaction of the award specified herein so that the
4 arbitrator may review the same.

5

6 This decision shall become effective on the 29th day of
7 January, 1998.

8

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DATED: January 26, 1998

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ERNEST WEINER, Chairman
State Athletic Commission
Arbitrator

11

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By



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EARL R. PLOWMAN
Deputy Attorney General

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Arbitrator's Attorney

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DECLARATION OF SERVICE BY MAIL

Re: Sergio Macias vs. Lewis Loy, Mrq.; No. 97-7

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:

Sergio Macias
7007 Whitsett Avenue
North Hollywood, CA 91605

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

Lewis Loy, Sr.
9014 Noble Avenue
North Hills, CA 91343

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

Dean Lohuis
5757 W. Century Blvd., #16
Los Angeles, CA 90045

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 27, 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 27, 1998, at Los Angeles, California.



GAIL C. GRIFFITH
Declarant

FILE

BEFORE AN ARBITRATOR OF THE STATE ATHLETIC COMMISSION STATE OF CALIFORNIA

1
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4 In the Matter of the Arbitration)
of Contract Dispute Between:)

No. 97-10

5 ALEJANDRO MONTIEL, Boxer)

**DECISION OF THE
ARBITRATOR**

6 and)

7 FRANCISCO ESPINOSA, Manager)
8)
9)

10 In or about February 3, 1997, the parties executed a
11 standard boxer-manager contract between Alejandro Montiel,
12 hereinafter the "boxer," and Francisco Espinosa, hereinafter the
13 "manager." Said contract was approved by and is on file with
14 the Commission. On August 25, 1997 the boxer requested
15 arbitration of disputes concerning the boxer-manager contract
16 approved by and on file with the State Athletic Commission
17 ("Commission"). A copy of the contract and the boxer's request
18 for arbitration was attached to the Notice of Arbitration Hearing
19 which was served on the parties by mail on November 26, 1997 at
20 their addresses of record for their licenses.

21 The arbitration hearing in the above entitled matter was
22 convened before the arbitrator appointed by the Commission,
23 Commissioner Ernest Weiner, Chairman of the Commission, on
24 December 12, 1997, commencing at 11:30 a.m. at the Athletic
25 Commission's Los Angeles office at 5757 W. Century Blvd., #16,
26 Los Angeles, California pursuant to written notice served on the
27 parties by mail at their addresses of record. Also present and
participating was Commissioner Robert Rosenthal, Esq.. Earl R.

1 Plowman, Deputy Attorney General served as counsel to the
2 Arbitrators. Boxer Alejandro Montiel appeared in person and
3 represented himself.

4 There was no appearance by, or on behalf of manager
5 Francisco Espinosa; although on December 1, 1997 at the Anaheim
6 Pond, Mr. Espinosa appeared in front of Commission Chief
7 Inspector Dean Lohuis and executed a Release of Contract form.
8 Said form was allegedly sent to the headquarters of the
9 Commission, but as of the date of the arbitration, it had not
10 arrived.

11 Assistant Executive Officer Rob Lynch testified that he had
12 personally spoken with Francisco Espinosa at a later date than
13 the execution of the release form and that Mr. Espinosa also
14 confirmed to Mr. Lynch that he had released Mr. Montiel from his
15 contract.

16 Mr. Montiel also related a conversation with Mr. Espinosa in
17 which the manager also told Montiel that he did not intend to
18 appear at the arbitration or contest the boxer's request for
19 release from their boxer-manager contract and that Mr. Montiel
20 need not appear either.

21 Staff efforts to locate Mr. Montiel at his home in Mexico
22 before the arbitration date to advise him that in fact he did not
23 need to return to California to testify, as Mr. Espinosa did not
24 contest the requested release, were not successful.

25 Based on the evidence presented in the form of oral and
26 written testimony and records on file with the Commission, of
27 which official notice is taken by the arbitrator, the arbitrator

1 now makes the following:

2 FINDINGS OF FACT

3 1. Both the boxer and the manager are currently
4 licensed by the Commission.

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

8 3. The arbitrator accepts the representations of
9 Commission staff that a release was signed and given to staff by
10 the manager and that he does not contest the requested
11 termination of the boxer-manager contract.

12 4. The arbitrator heard certain testimony from Mr.
13 Montiel concerning his claims that during the period of the
14 contract between manager Espinosa and himself, there were monies
15 in the form of checks made out to him from the promoter which
16 were not paid to him by Mr. Espinosa.

17 The request for termination of the contract filed by Mr.
18 Montiel did not allege sufficient facts to put Mr. Espinosa on
19 notice that Mr. Montiel was seeking financial redress from Mr.
20 Espinosa as well as termination of the contract.

21 Since the monies alleged to be owed to him by Mr. Espinosa
22 are boxing monies, Mr. Montiel is not estopped from returning to
23 the arbitrator and seeking repayment by Mr. Espinosa; provided
24 that Mr. Montiel can properly allege the amounts of money and
25 demonstrate by proof that monies due him were misappropriated by
26 Mr. Espinosa.

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DETERMINATION OF ISSUES

1. The arbitrator has jurisdiction of both the parties and of the subject matter and may issue an appropriate order.

2. Since an unconditional release was executed by Mr. Espinosa prior to the date set for the arbitration, and this release is accepted by the arbitrator as satisfying Mr. Montiel's demand for termination of his contract, no further order beyond termination of the contract is appropriate.

ORDER

The boxer-manager contract between boxer Alejandro Montiel and manager Francisco Espinosa, which was signed by the parties on February 3, 1997, is terminated.

This order of termination is made without prejudice to either of the parties pursuing a further arbitration hearing before the Commission to recover any money due and owing to the other.

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

DATED: January 26, 1998

ERNEST WEINER, Chairman
State Athletic Commission
Arbitrator

By Earl R. Plowman
EARL R. PLOWMAN
Deputy Attorney General

Arbitrator's Attorney

DECLARATION OF SERVICE BY MAIL

Re: ALEJANDRO MONTIEL vs. FRANCISO ESPINOSA, Mgr.; No. 97-10

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:

Alejandro Montiel
5441 E. Beverly Blvd., Suite F
Los Angeles, CA 90022

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

Alejandro Montiel
Calle Puebla "2042"
Colonia Estrella
C.P. 81200
Los Mochis, Sinaloa, Mexico

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

Francisco Espinosa
2729 Cesar Chavez Avenue
Los Angeles, CA 90033

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

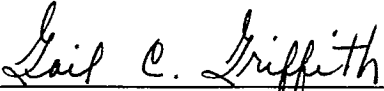
Dean Lohuis
State Athletic Commission
5757 Century Blvd., Ste. 16
Los Angeles, CA 90045

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 27, 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 27, 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)
of Contract Dispute Between:)
)
 MARCOS LICONA GOMEZ, Boxer)
)
 and)
)
 MACK KURIHARA, Manager)
)
)
)

No. 97-5

**DECISION OF THE
ARBITRATOR**

In or about January 25, 1996, the parties executed a standard four (4) year boxer-manager contract between Marcos Licona Gomez (hereinafter "boxer"), and Mack Kurihara, (hereinafter "manager") Said contract was reviewed with the boxer by the Commission's Chief Inspector and subsequently approved by the Commission's Executive Officer and filed with the Commission

On or about October 8, 1997 boxer wrote a letter to the Commission complaining about his relationship with manager, but did not specifically ask for an arbitration hearing. The Commission staff was subsequently advised that boxer and manager had resolved their differences and that no arbitration was needed. A true and correct copy of boxer's letter of October 8,

1 1997 was attached to the Notice of Arbitration Hearing which was
2 served upon the parties.

3 On June 22, 1998 the boxer specifically requested
4 arbitration of disputes concerning the boxer-manager contract
5 approved by and on file with the State Athletic Commission
6 ("Commission"). A copy of this written request for arbitration
7 was also attached to the Notice of Arbitration Hearing which was
8 served on the parties by mail at their addresses of record for
9 their licenses. This matter was originally set to be heard on
10 September 3, 1998 but was continued to secure the services of a
11 Spanish language interpreter when it became aparent that although
12 boxer's letters to the Commission were in English, boxer's
13 command of English is not sufficient for a legal proceeding.

14 The matter was finally set to be heard on October 15, 1998
15 and notice was sent to all parties.

16 The arbitration hearing in the above entitled matter was
17 convened before the arbitrator appointed by the Commission,
18 Commissioner H. Andrew Kim, a Member the Commission, on October
19 15, 1998, commencing at 9:30 a.m. at the Los Angeles office of
20 the Commission located at 5757 Century Blvd. Los Angeles,
21 California pursuant to written notice served on the parties by
22 mail at their addresses of record. Earl R. Plowman, Deputy
23 Attorney General served as counsel to the Arbitrator. Executive
24 Officer Rob Lynch was also present and participating. Juan La
25 Farga, a certified Spanish language interpreter translated the
26 proceedings and testimony for boxer.

27 Boxer appeared at the arbitration and represented himself.

1 He was accompanied by his father, Jose Luis Licona; his trainer,
2 Tony Curiel and Santiago Mendez, Jr. who had previously served as
3 interpreter between boxer and manager.

4 Manager appeared and represented himself. Manager was
5 accompanied by David Martinez, a second and Henry Wade who also
6 serves as a second. Sworn and testifying by telephone at the
7 request of manager, was Matchmaker Jerry Bilderrain.

8 Based on the evidence presented in the form of oral and
9 written testimony, records on file with the Commission, of which
10 official notice is taken by the arbitrator, the arbitrator now
11 makes the following:

12 13 **FINDINGS OF FACT**

14 1. The boxer and the manager were licensed by the
15 Commission, and their licenses are in effect for the current
16 license year.

17 2. The boxer-manager contract was signed by the
18 parties and properly filed with and accepted by the Commission.
19 Both the signatures on the form contract and the testimony of
20 boxer substantiated that the terms and conditions of the contract
21 were explained to the parties at the signing of the contract by
22 the Commission's Chief Inspector.

23 3. The Notice of Hearing and Notice of Continued
24 Hearing, together with the declarations of service, were received
25 by the arbitrator, who finds that service on the parties was
26 proper and that jurisdiction exists to proceed with the
27 arbitration.

1 4. Boxer's written requests for arbitration were
2 recieved. In them boxer represents that as grounds to terminate
3 his contract with manager that the parties had ceased to
4 communicate and that boxer had been given opponents selected by
5 manager on a "take it or leave it" basis and been threatened by
6 the manager that if boxer did not fight this opponent that there
7 would be "no further fights." Boxer accused manager of not
8 supporting him and stating that boxer did not have "heart" to be
9 anything other than a 6 round fighter or able to make it to the
10 next level. Boxer also claimed that manager did not account for
11 the purses at his fights; provide boxer with information about
12 the bouts, or, in the case of a bout where the opponent was left-
13 handed, a left-handed sparring partner.

14 5. The records of the Commission as to boxer's career were
15 reviewed and considered by the arbitrator and testimony was
16 received on boxer's development. Boxer turned professional at
17 about the same time the contract with the manager was signed.
18 Both the records of the Commission and the testimony established
19 that has been working steadily during the time he has been under
20 contract to manager. In addition to regular bouts at the Irvine
21 Marriot, it was established that Manager has taken boxer to Japan
22 to fight on a card in Kanazawa. Boxer has had two recent bouts
23 at Irvine arranged for him by his trainer following his request
24 for arbitration. The Commission is holding the manager's share
25 of one purse.

26 6. Boxer testified that he believed that he had been taken
27 advantage of by manager in signing a contract with him. Boxer

1 stated that the contract was signed without either his trainer or
2 his father present and that this was evidence that manager was
3 not an honest man. Boxer testified that he believed that the 10%
4 of the purse which is customarily paid to the trainer should be
5 paid by manager and that there had been an attempt to create a
6 new contract by manager making boxer pay for the major part of
7 the trainer's fee.

8 Boxer testified that he tried to get answers from manager,
9 but that this was difficult because the manager got angry and
10 yelled at him when boxer tried to get information from manager
11 about money. Boxer also stated that he believed that he had been
12 shortchanged on purses.

13 Boxer stated that he did not believe that manager had
14 arranged good bouts and that he was mismatched on one occasion
15 with a heavier, better rated fighter and cancelled the fight.
16 Boxer also stated that he did not believe that should have had to
17 pay for his own boxer's license and that manager had only paid
18 for this one time out of three licensure periods. Boxer stated
19 that he believed that manager should also pay for gym fees and
20 equipment. These disagreements led to altercations and that
21 manager had insulted him by telling him that he had no heart.

22 7. Tony Curiel, boxer's trainer, Jose Luis Licona, boxer's
23 father and Santiago Mendez, Jr., who translated between boxer and
24 manager during their relationship also testified. As to the
25 signing of the boxer manager contract, the trainer and boxer's
26 father testified that they believed that it was improper that
27 boxer entered into the contract without their being present;

1 although it wa admitted that both men were at work at other jobs
2 on the date that the contract was signed. Mr. Curiel testified
3 that he believed that the contract would have been signed in any
4 case, but that he could have liked to have been present.

5 It was agreed by all the parties that the compensation
6 to the trainer was a sore point and that the manager had changed
7 the arrangement during the contract; however it was pointed out
8 by the arbitrator that payment to the trainer of the customary
9 10% of the purse in any manner different than the customary 2/3
10 from the boxer's share of the purse and 1/3 from the manager's
11 share was not in the contract and not the subject of an addendum
12 to the contract. Despite the complaints by boxer, the arbitrator
13 determines that the payment arrangement made for the trainer was
14 not a breach of the contract and not a ground to terminate the
15 contract.

16 8. Manager testified that he has been active in the
17 industry for many years. Manager testified that prior to the
18 contract, at the time boxer became a professional, the trainer,
19 Mr. Curiel came to manager and asked manager to help "move"
20 boxer. Manager stated that due to past experience, he was not
21 inclined to promote a boxer unless he had a guaranteed return of
22 some sort from the work involved and that is why he preferred
23 that a boxer manager contract be signed. Manager also testified
24 that the contract's terms were reviewed with both manager and
25 boxer by the Chief Inspector at the time the contract was signed.

26 9. The Manager testified that he had done the best that
27 he was able for boxer and that in the case of the fight against

1 the left-handed fighter, he believed that the boxer did not need
2 special training only some instruction, and that this had not
3 been a mismatch. As to the allegation that the boxer had not
4 been given information about the bouts, Manager testified that he
5 always provided boxer with his own copy of the fight contract.
6 This was not disputed by boxer, who was asked at this point if he
7 had been given copies of fight contracts.

8 10. Even though it is not in the contract, manager did
9 explain that there had been a change in the payment to the
10 trainer. Manager testified that in the beginning he had paid the
11 trainer 10% of the purses out of the manager's share, but that
12 due to a family emergency, manager was forced to help his sister
13 in Hawaii with money and at that time changed the arrangement so
14 that boxer paid a larger portion of the trainer's share.

15 11. The manager testified to money that he had spent on
16 boxer, which included some gear and payment of licensing fees for
17 one of the three licensing periods covered by the contract.
18 Manager testified that he had paid monthly gym fees at one
19 location during most of the contract. Manager denied that he had
20 ever told boxer that boxer had no heart and stated that he had
21 encouraged boxer.

22 Manager admitted that he may have told boxer that if he
23 did not take a certain bout at the Irvine Hilton that he ran the
24 risk of not getting any more fights. He explained that this
25 statement was merely passing on a threat made by the Irvine
26 Matchmaker Jerry Bilderrain following a cancellation that needed
27

1 to be filled.¹

2 12. Manager testified he believed that if the contract were
3 to be terminated by the Commission, that he would be damaged in
4 the sum of \$3000.00 in terms of what he would expect as the
5 manager's net share of purses under the terms of the contract
6 together with amounts advanced to date in advancing the boxer's
7 career.

8 DETERMINATION OF ISSUES

9 1. The notices given to the parties as to the time,
10 date, and location of the arbitration have been reviewed and are
11 proper.

12 2. The Arbitrator notes that the standard form
13 Commission contract signed by boxer and manager has no specific
14 provision setting forth whether boxer or manager is obligated to
15 pay the trainer from their share of purses; however the
16 Arbitrator notes that the custom and practice of the industry is
17 that the trainer is paid 10% of the purse with 2/3 the total
18 amount being paid by the boxer and 1/3 by the manager.
19 Similarly, the standard form contract does not provide for who
20 will pay boxer's licensing fees and buy him equipment; although
21 the custom in the industry is that the manager generally assumes
22 this responsibility.

23 3. Boxer clearly believes that manager should pay
24 the trainer, buy boxer equipment and pay boxer's licensing fees

25
26 1. It should be noted that Mr. Bilderrain in his
27 testimony stated that in all probability he did say something
like this to manager but that is was due to the frustration of
the moment and trying to put together a new card on short notice.

1 out of manager's 1/3 share of purses. There is no provision of
2 the contract or in the laws and regulations that specifically
3 states whether boxer or manager is obligated to pay for these
4 things, and therefore these matters are only indirectly the
5 subject of this arbitration. There was no credible evidence
6 introduced that the arrangements made by the parties violated the
7 contract, or that the manager did anything wrong in this regard.

8 Nevertheless, it is apparent that this unfounded belief by
9 boxer, trainer and boxer's father that manager should pay more
10 and that somehow boxer was taken advantage of by manager at the
11 signing of the contract has led to a situation where boxer does
12 not trust manager nor does he have faith that manager is working
13 for boxer's best interests.

14 4. It is the conclusion of the Arbitrator that beyond
15 a series of vague complaints, boxer has produced nothing which in
16 any way suggests that manager Mack Kurihara has been anything
17 other than a conscientious and skilled manager who has
18 successfully worked to develop boxer's career.

19 5. The suggestion that boxer was taken advantage of
20 at the signing of the contract is specifically rejected by the
21 arbitrator. Both boxer and manager testified that the terms and
22 conditions of the contract were explained by the Commission's
23 Chief Inspector and the contract has the boxer's signature that
24 the contract was explained to him by the Chief Inspector.

25 The arbitrator notes that the boxer at the arbitration
26 hearing presented himself as a thoughtful, well spoken mature
27 adult who was and is legally capable of knowingly and

1 intelligently entering into a legal agreement affecting his
2 career without assistance. The boxer was prepared for his
3 presentation and readily answered questions asked by the
4 arbitrator.

5 6. While boxer cannot point to anything which legally
6 justifies termination of his contract with manager, it is
7 apparent that at the present time there is such a lack of trust
8 between the two camps that boxer will not train or fight for
9 manager. The boxer has had two fights arranged by the trainer
10 since relations broke down between boxer and manager, and the
11 manager's share of the purse of one of these bouts is being held
12 by the Commission, which has worked a hardship on the manager.

13 There was testimony that this breakdown of respect and
14 of trust between the parties has resulted in verbal exchanges and
15 even scuffles at a training gym between the manager and persons
16 associated with the boxer. This serves neither party, or
17 professional boxing in general. A boxer-manager contract by its
18 very nature is a contract for the performance of personal
19 services and contains an implied covenant and promise of good
20 will and mutual cooperation which has been frustrated in this
21 case. The boxer and the manager are presently incompatible to
22 the extent that it would be contrary to the best interests of
23 boxing and the boxer to force him to remain under contract until
24 its term expires.

25 Therefore, it is consistent with the best interests of
26 boxing and the boxer to allow the boxer to terminate the boxer
27 manager contract upon certain terms and conditions deemed to be

1 fair, just and equitable.

2 8. It is determined by the arbitrator that the
3 figure put forward by the manager as the value of the remainder
4 of boxer's contract is not reasonable or realistic based upon the
5 matches engaged in by boxer during the contract period and the
6 amounts of purses documented in records of the Commission.
7 The arbitrator determines that manager has a reasonable
8 projection of earning the sum of \$2500.00 during the remainder of
9 the contract and this sum is consistent with the purses earned by
10 boxer during the contract. The manager is entitled to recover
11 this sum from boxer's future purses.

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ORDER

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1. The boxer-manager contract between boxer Marcos Licon-Gomez and manager Mack Kurihara, which was signed by the parties on January 25, 1996 is terminated.

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2. Boxer shall pay to manager Mack Kurihara the sum of \$2500.00.

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3. Payment of the \$2500.00 shall be accomplished by the Commission withholding one-third of each future purse earned by the boxer in California, or by the commission in any sister jurisdiction which recognizes the California Commission, and causing the same to be paid to Mack Kurihara until the balance is paid in full. Boxer shall henceforth be responsible for payment of all of his own expenses and the cost of his trainer.

26

27

4. Should the Boxer seek to obtain another manager at any time prior to full payment or satisfaction of the award, the

1 entire unpaid balance, if any exists, shall be due and owing, and
2 some accommodation must be made before the Boxer will be
3 permitted to enter into a new boxer-manager relationship in
4 California or in any jurisdiction which recognizes the lawful
5 orders of the California Commission.

6 5. The staff of the Commission is ordered to report
7 to the arbitrator, in advance, of any proposed California boxer-
8 manager contract that the Boxer may wish to enter into before
9 payment or satisfaction of the award specified herein so that the
10 arbitrator may review the same if he so desires.

11
12 This decision shall become effective on the 30th day of
13 November, 1998.

14
15 DATED: November 6, 1998

16 H. ANDREW KIM, Commissioner
17 State Athletic Commission
18 Arbitrator

19 

20 EARL R. PLOWMAN
21 Deputy Attorney General

22 Arbitrator's Attorney
23
24
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DECLARATION OF SERVICE BY MAIL

Re: MARCOS LICONA, Boxer - MACK KURIHARA, Manager ; No. 97-5

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:

Marcos Licona
14872 Harper
Midway City, CA 92655

Mack Kurihara
9850 Garfield Avenue, Space 16
Huntington Beach, CA 92646

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 November 12, 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 November 12, 1998 at Los Angeles, California.



GAIL C. GRIFFITH
Declarant

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:)

No. 97-6

7 BILLY JOHNSON, Boxer)

DECISION OF THE
ARBITRATOR

8 and)

9 VICTOR WORSHAM, Manager(s))
_____)

10 In or about December 12, 1996, the parties executed a
11 standard five (5) year boxer-manager contract between William H.
12 Johnson (aka Billy "White Shoes" Johnson), hereinafter the
13 "boxer," and Victor Worsham, hereinafter the "manager." Said
14 contract was approved by and is on file with the Commission. On
15 July 7, 1997 the boxer requested arbitration of disputes
16 concerning the boxer-manager contract approved by and on file
17 with the State Athletic Commission ("Commission"). A copy of the
18 contract and the boxer's request for arbitration was attached to
19 the Notice of Arbitration Hearing which was served on the parties
20 by mail on November 26, 1997 at their addresses of record for
21 their licenses.

22 The arbitration hearing in the above entitled matter was
23 convened before the arbitrator appointed by the Commission,
24 Commissioner Ernest Weiner, Vice Chairman of the Commission, on
25 December 12, 1997, commencing at 9:30 a.m. at the Athletic
26 Commission's Los Angeles office at 5757 W. Century Blvd., #16,
27 Los Angeles, California pursuant to written notice served on the

1 parties by mail at their addresses of record. Also present and
2 participating was Commissioner Robert Rosenthal, Esq.. Earl R.
3 Plowman, Deputy Attorney General served as counsel to the
4 Abitrators. Boxer Billy Johnson appeared in person and
5 represented himself. There was no appearance by, or on behalf of
6 manager Victor Worsham; although two days before the matter was
7 to be arbitrated, Victor Worsham contacted Deputy Attorney
8 General Plowman and stated that he did not intend to appear at
9 the arbitration or contest the boxer's request for release from
10 their boxer-manager contract. Mr. Worsham assisted Deputy
11 Attorney General Plowman in trying to locate Mr. Johnson on short
12 notice to advise him that Mr. Worsham did not contest the
13 requested release, but without success.

14 Based on the evidence presented in the form of oral and
15 written testimony and records on file with the Commission, of
16 which official notice is taken by the arbitrator, the arbitrator
17 now makes the following:

18 FINDINGS OF FACT

- 19 1. Both the boxer and the manager are currently
20 licensed by the Commission.
- 21 2. Both the boxer and the manager were given proper
22 notice of the request for arbitration and the date time and place
23 set for the arbitration .
- 24 3. The arbitrator accepts the representations of
25 manager that he does not contest the requested termination of the
26 boxer-manager contract.

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DETERMINATION OF ISSUES

1. The arbitrator has jurisdiction of both the parties and of the subject matter and may issue an appropriate order.

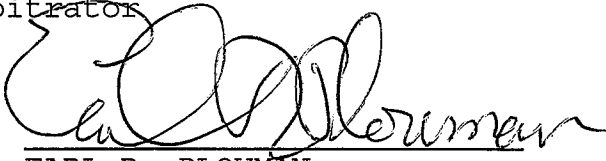
ORDER

The boxer-manager contract between boxer William H. Johnson, aka Billy "White Shoes" Johnson and manager Victor Worsham which was signed by the parties on December 12, 1996, is terminated.

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

DATED: January 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: BILLY JOHNSON vs. VICTOR WORSHAM, Mgr.; No. 97-6

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:

Billy Johnson
5031 Monomet
San Diego, CA 92113

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

Victor Worsham, Mgr.
6935 Madrone Avenue
San Diego, CA 92114

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

Dean Lohuis
5757 W. Century Blvd., #16
Los Angeles, CA 90045

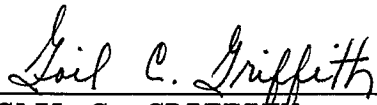
Robert Rosenthal, Esq.
2040 Avenue of the Stars
4th Floor
Los Angeles, CA 90867

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 27, 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 27, 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 of)	NO. 98-7
Contract Dispute Between:)	
DAVIT GHARIBYAN, Boxer)	DECISION OF THE
))	ARBITRATOR
))	
))	
and)	
))	
RUDELPH TELLEZ, Manager)	
))	
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In or about September 12, 1996, the parties executed a standard boxer-manager contract between Davit Gharibyan, hereinafter the "boxer," and Rudolph Tellez, hereinafter the "manager." Said contract was approved by and is on file with the Commission. In October, 1997 the boxer requested arbitration of disputes concerning the boxer-manager contract approved by and on file with the State Athletic Commission ("Commission"). The Commission staff was subsequently told by the manager that the outstanding issues between the parties had been resolved. It was subsequently established that this was not true, and the matter was set for hearing at the request of boxer and his counsel. 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 23, 1998 at their addresses of

1 licensed by the Commission.

2 2. Both the boxer and the manager were given proper
3 notice of the request for arbitration and the date time and place
4 set for the arbitration .

5 3. The records of the Commission reflect that Boxer
6 has an overall professional record of a single fight during the
7 period of time that Boxer has been under contract to Manager.
8 Boxer won this match, but boxer was as a substitute on the card
9 with less than 24 hours notice. Accordingly, boxer's record as a
10 main event fighter is not sufficiently established at the present
11 time.

12 4. Boxer testified that he has 14 years of experience
13 in the ring and was a medalist and 5 time champion of Armenia.
14 In the former Soviet Union, boxer was a three time champion of
15 the Red Army. He testified that his amateur record was 62 wins
16 and 13 losses with 25 of these wins by knock out.

17 5. Boxer seeks termination of his contract with
18 Manager, citing inadequate training facilities, a lack of quality
19 sparring partners, the failure of manager to get him fights and a
20 failure to keep promises concerning sponsorship.

21 At the hearing, Boxer raised an additional ground for
22 termination of the contract, failure to account for monies after
23 a formal request for an accounting was made. Boxer, though his
24 attorney, introduced evidence in the form of a letter sent by
25 certified mail to manager in September, 1998 wherein manager was
26 asked to produce an accounting of monies spent on boxer's career.
27 Boxer's attorney represented that he had not received a response

1 to the letter. Manager acknowledged that he had received the
2 letter but stated that since he knew that there was a request for
3 an arbitration, he did not have to comply with the request for an
4 accounting.

5 6. Boxer testified to the facilities provided by
6 manager, and to the trainers, sparring partners and matches
7 arranged or offered while under contract with manager. It was
8 not contradicted that the facilities offered by Manager were a
9 two hour bus ride from boxer's residence and since manager had
10 another job, manager was not available to work with boxer except
11 in the evening. It was agreed by the parties that manager had
12 purchased boxer a bus pass to make the trip.

13 7. Boxer testified that manager had taken him to Las
14 Vegas 12 days after the signing of the boxer manager contract
15 where boxer, together with another fighter managed by manager,
16 Adrian de Nava, were boarded with and trained by an individual
17 identified as Tony Mora. Boxer's movements were limited and he
18 and de Nava were fed on food prepared by manager's wife in Los
19 Angeles on a weekly basis and sent to Nevada.

20 Eventually a disagreement arose between manager and
21 Mauro, and allegations were made that Mora was trying to steal
22 boxer and de Nava from manager and involve them in a separate
23 deal which Mora was allegedly trying to make with members of the
24 Jackson family of entertainers. Boxer testified that he was held
25 in Mora's residence against his will until rescued by a friend
26 named Armin.

27 Manager did not dispute this in his testimony and

1 stated that he believed a plot existed to steal his boxers and to
2 avoid this, he had instructed the boxers to leave Mora's
3 residence and go to the home of manager's daughter in Las Vegas.
4 Manager stated that he had foiled this plot.

5 8. Manager testified that following his return to Los
6 Angeles he continued to train at other gyms but that no fights
7 were offered to him by manager. Manager testified that boxer was
8 not able to reduce his weight to the right amount and so be ready
9 to fight. The testimony of trainers Huntley and Medina was
10 offered for the proposition that boxer was not ready to fight,
11 but in the context that according to Mr. Montoya, Montoya was
12 ready to use boxer on a card at Arizona Charlie's casino, but
13 that when he (Montoya) called the gym he would speak with Huntley
14 or Medina and be told that boxer "was not ready to fight."

15 There was no evidence that either manager or Montoya
16 ever talked to boxer, or gave him a time to train and get down to
17 weight for a specific bout; rather, manager and Montoya testified
18 that a boxer is supposed to always be ready to fight at a moments
19 notice. It was noted that the only fight given boxer was on
20 short notice.

21 9. Both boxer and manager testified that they believe
22 there is money owing from the relationship between them. Manager
23 believes that he is entitled to \$6000 for the monies spent on
24 boxer's training and that this is to reimburse manager for his
25 expenses; to reimburse Mr. McCoy for the monies he paid to
26 manager to pay to sponsor manager's boxers and to trainers
27 Huntley and Medina, for their services in the gym. Boxer

1 manager has engaged in conduct which would establish legal cause
2 for termination of their contract during the period between the
3 contract being signed and the request by boxer that it be
4 terminated.

5 3. The manager has violated provision 5 of Section C.
6 of the boxer-manager contract in that he has not offered the
7 boxer fights in good faith for periods of time in excess of 4
8 months, as required. The evidence established that manager has
9 not shown any interest in boxer's training and fitness for over a
10 year. The obligation of the manager to arrange fights for boxer
11 is not somehow waived or vitiated by reason of alleged calls by a
12 third party matchmaker to an unpaid trainer to inquire about the
13 boxer.

14 4. The manager has violated provision 4 of Section B
15 of the boxer-manager contract in that manager failed to respond
16 to a bona fide request for an accounting of monies spent by him
17 on behalf of boxer. The obligation of manager to comply with a
18 request for an accounting is not waived or vitiated by a request
19 for an arbitration hearing. Similarly, while boxer acknowledges
20 that Larry McCoy and Linda Brown have put up money and Dub
21 Huntley and Clemente Medina have trained him and gotten nothing,
22 manager claims that he is due \$6000 from boxer for his efforts,
23 which he says includes the amounts needed to repay Mr. McCoy, Ms.
24 Brown, Mr. Huntley and Mr. Medina. This figure is specifically
25 rejected as not being documented as required by the contract and
26 by the Rules of the Commission.

27

DECLARATION OF SERVICE BY MAIL

Re: Davit Gharibyan, Boxer and Rudolph Tellez, Mrg. ; No. 98-7

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

Davit Gharibyan
1138 N. Berendo, #8
Los Angeles, CA 90029

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

Rudolph Tellez
5824 E. Beverly Boulevard
Los Angeles, CA 90022

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

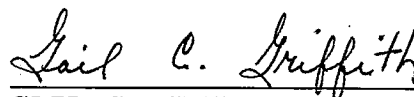
Raymond Hovsepian, Esq.
1217 South Glendale Ave.
Glendale, CA. 91205

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
Declarant

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

In the Matter of the Arbitration	)	NO. 99-3
of Contract Dispute Between:)	
JOSE LUIS CRUZ, Boxer	)	DECISION OF THE
and	)	ARBITRATOR
THOMAS DiFRANCESCO, Manager)	
)	
)	

1. In or about February 28, 1998, the parties executed a standard boxer-manager contract between Jose Luis Cruz, hereinafter the "boxer," and Thomas DiFrancesco, hereinafter manager." Said contract was approved by and is on file with the Commission.

2. On or about January 20, 1999, the boxer requested arbitration of his boxer-manager contract which was approved by and on file with the California State Athletic Commission (hereinafter "Commission").

/

1 3. A copy of the contract and the boxer's request for
2 arbitration was attached to the Notice of Arbitration Hearing
3 which was served on the parties by mail on February 22, 1999, at
4 their addresses of record for their licenses.

5 4. The arbitration hearing in the above entitled
6 matter was convened before the arbitrator appointed by the
7 Commission, Executive Officer Rob Lynch, on March 4, 1999,
8 commencing at 11:00 a.m. at the Athletic Commission's Los Angeles
9 office located at 5757 W. Century Blvd., Suite #GF-16, Los
10 Angeles, California pursuant to written notice served on the
11 parties by mail at their addresses of record. Earl R. Plowman,
12 Deputy Attorney General served as counsel to the arbitrator.
13 There was no appearance by or on behalf of boxer. Manager
14 Thomas DiFrancesco appeared and testified.

15 5. Following the March 4, 1999 hearing, boxer
16 contacted Commission Vice-Chairman Soto and advised that he
17 wanted to be heard but had been told that he need not appear.
18 Upon further inquiry by Commission staff, it was learned that due
19 to confusion over whether the matter had been settled prior to
20 the hearing, boxer had been told he need not appear.

21 On June 18, 1999, boxer was notified to appear
22 before the arbitrator on June 29, 1999 at 8:30 a.m. to be heard.
23 On June 29, 1999 at 8:30 a.m., the matter was called for hearing
24 before the arbitrator, with Commisioner Cal Soto in attendance.
25 there was no appearance by boxer. The record was closed and
26 submitted at 10:30 a.m. with no appearance by boxer or by anyone

27

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ORDER

1
2 1. The boxer-manager contract between boxer, Jose
3 Luis Cruz and manager, Thomas DiFrancesco, which was signed
4 February 28, 1998 is ordered terminated.

5 2. Boxer shall reimburse manager in the amount of
6 \$2000 for manager's expenses and to compensate manager for loss
7 of manager's share of future purses.

8 3. Payment of the amount called for in this Order
9 shall be accomplished by the Commission withholding one-half of
10 the manager's share of each of boxer's future purses earned in
11 California or by the Athletic Commission and any sister
12 jurisdiction which would recognize the California Commission's
13 Order and causing the same to be paid to manager, Thomas
14 DiFrancesco, until the amount of \$2,000 has been paid. Should
15 boxer seek to obtain another manager at any time prior to
16 February 28, 2003, satisfaction of the award or any remaining
17 portion of it shall continue to be due and owing and some
18 accommodation must be made before the boxer will be permitted to
19 enter into a new boxer-manager relationship in California or in a
20 jurisdiction which recognizes the lawful orders of the California
21 Commission.

22 4. The staff of the Commission is ordered to report
23 to the Executive Officer in advance of any proposed California
24 boxer-manager contract that the boxer may wish to enter before
25 satisfaction of the award specified herein so that the Executive
26 Officer may review the same.

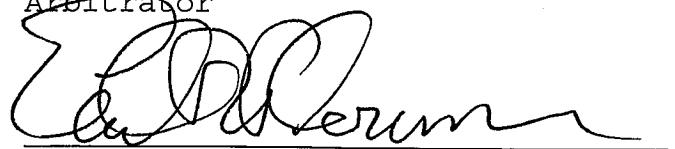
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This decision shall become effective on the 15th day of July, 1999.

Dated this 1st day of July, 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: JOSE LUIS CRUZ and THOMAS DiFRANCESCO; No. 99-3

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 THE ARBITRATOR

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

Jose Luis Cruz
4149 Alta Dena, #105
San Diego, CA 92105

Thomas DiFrancesco
748 N. Mollison
El Cajon, CA 92021

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 July 2, 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 July 2, 1999, at Los Angeles, California.



GAIL C. GRIFFITH
Declarant

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

11
12 In the Matter of the Arbitration of Contract
13 Dispute Between:

Case No.: 912 1/2

14 HORATIO GARCIA, Boxer,

**DECISION OF THE
ARBITRATOR**

15 and

16 STEVE HERNANDEZ, Manager.
17
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19

20 The above captioned arbitration matter came on regularly for hearing before Rob Lynch,
21 Executive Officer of the California State Athletic Commission the Arbitrator duly appointed by
22 the Commission. The matter was convened on September 12, 2000 at the Sacramento office of
23 the Commission pursuant to written notice to the parties. Horatio "The Stretcher" Garcia
24 (hereinafter "Boxer") appeared at the arbitration and represented himself. Seifudeen Mateen
25 (a.k.a. Steve Hernandez) (hereinafter "Manager") appeared and represented himself. After
26 taking the testimony of the parties under oath, and following receipt of documents in evidence
27 and upon taking official notice of the records and proceedings of the Commission, and following
28 the submission by the parties of oral and written argument in support of their respective

1 positions, 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-Manger contract which
4 is the subject of this arbitration, both licensed by the Commission. Co-Managers and
5 Boxer are currently licensed in California for the 2000 licensing year.
- 6 2. On June 30, 1999 Boxer and Manager appeared before an official of the Commission in
7 Sacramento and executed a standard boxer-manager contact. The term of the contract
8 was two (2) years. The contract was approved by the Commission on the same day. It is
9 noted that Boxer and Manager had a previous contract between them which went back to
10 1996.
- 11 3. It was testified to, and not contested that in September, 1999, Manager legally changed
12 his name from Steve Hernandez to Seifudeen Mateen. The contract and the records of the
13 Commission are ordered to so reflect this action.
- 14 4. June 18, 2000, Boxer requested arbitration of the contract pursuant to the provisions of
15 Section C.4 of said contract, alleging that Manager had forced Boxer to fight while he
16 was ill and that Manager had taken fights on short notice in which Boxer was
17 overmatched and as a result, suffered losses.
- 18 5. The Arbitrator notes that only one of Boxer's losses occurred in the current contract
19 period and that this was followed by three wins. Boxer's current professional record is 10
20 wins, 3 losses and one draw with 9 of the wins by knockout. Boxer is currently the IBA
21 Welterweight Champion..
- 22 6. At the time Boxer and Manager entered into their contract, Boxer had only fought once
23 since 1997. Boxer was concerned that the two year layoff had been detrimental to him
24 and that what he wanted to do was have a series of "tune-up" fights before taking on a
25 ranked opponent. Boxer alleges that Manager pushed him to soon into a bout with Carlos
26 Rubio with the result that he lost. Manager denies this, and states that his plan for Boxer
27 proceeded as he saw it, and that in fact he did provide boxer with a "tune-up fight prior
28 to fighting Rubio a second time. It should be noted that Boxer was successful in the

1 second match.

2 7. Based upon the testimony of the parties, boxer suffered two separate injuries and one
3 serious illness during the term of the contract which affected his ability to box. It was
4 not established that Manager in any way endangered Boxer's health by pressuring him to
5 box while ill. In fact, it was agreed that following a thumb injury, Boxer disregarded
6 Manager's request that Boxer see a physician about the injury and proceeded with a
7 scheduled bout

8 8. In his testimony, Boxer expressed concern that he did not get enough attention from
9 Manager and that since Manager had other boxers in his gym to whom he devoted time,
10 that Boxer was somehow being shortchanged in their relationship. Boxer described
11 Manager's style as autocratic and controlling. According to Boxer, Manager does not
12 encourage or even request input from Boxer on potential opponents and strategy to be
13 used in the ring.

14 9. Boxer testified that he believed that he could do a better job of training himself and
15 handling his own negotiations for fights. In response to questions from the Arbitrator,
16 Mr. Lynch, as to how he proposed to do this, Boxer stated that he had learned to train
17 himself as an amateur and know what to do. Boxer testified that in the several months
18 prior to the arbitration, he had been arranging his own bouts and was confident that he
19 could continue to do so. He stated that the 331/3% figure contained in the contract with
20 Manager was excessive, in his view, for this service.

21 10. In response to the allegations made by Boxer, Manager testified that he had not, in his
22 opinion, pushed Boxer too hard to fight and that he had done his best to assist him in his
23 career. Manager testified that one of his goals had always been to produce a champion
24 from his gym in Sacramento and that with Boxer, he had realized that goal.

25 11. Manager testified that he believed that the contract between himself and Boxer was a
26 commitment that Boxer should be held to, as he (Manager) had honored his end of the
27 bargain. Manager recounted that in the months leading up to the request for arbitration he
28 had given Boxer a two month "time out," and even purchased him a ticket to Seattle,

1 Washington, as boxer had expressed an interest in going there, as well as arranging a
2 \$500 advance/loan. Manager stated that Boxer had approached him earlier and requested
3 an amendment to the contract to reduce Managers share of purses to 20%. Manager and
4 Boxer agreed that following the Rubio fight there had been discussions about dissolution
5 of the contract, but that no further action had been taken by either of them until the
6 arbitration request.

- 7 12. Based upon the fact that the parties had such a long standing professional and personal
8 relationship, it was the decision of the Arbitrator to give the parties some time to attempt
9 to work out their difficulties. It was also noted that at the time of the arbitration
10 proceeding, there was less than 8 months remaining on the term of the contract. It is
11 noted that the parties did not contact the Arbitrator within the period of time ordered tor
12 their reconsideration of their positions. Accordingly, the matter was submitted for
13 decision

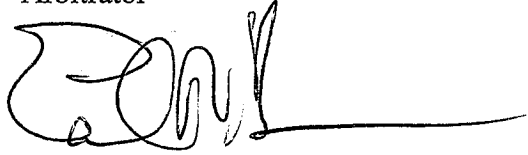
14 **DETERMINATION OF ISSUES**

- 15 13. The Arbitrator has jurisdiction over the parties and over the subject matter of the
16 arbitration.
- 17 14. The Arbitrator determines that based upon the evidence presented, Boxer has not
18 demonstrated a violation of the terms of the contract between himself and Manager, nor
19 has he demonstrated a violation of the laws and regulations of the Commission such that
20 the law mandates termination of their contract.
- 21 15. What has been demonstrated is that Boxer and Manager, despite their long, successful
22 association, are presently incompatible to the degree that continuation of their contract
23 would not be in the best interests of either the parties or boxing in general. Despite this,
24 the equities of the situation demonstrate that Manager is entitled to compensation based
25 upon his efforts which have made Boxer a champion and considering that Manager has
26 worked for Boxer for 2/3 of the present contract term.
- 27 16. Based upon the foregoing, the Arbitrator hereby issues the following
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1 This decision shall become effective on the 16th day of January, 2001

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3 Dated: December 27, 2000

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6 Rob Lynch, Executive Officer
California State Athletic Commission
Arbitrator

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10 Earl R. Plowman,
Deputy Attorney General
Arbitrator's Attorney

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DECLARATION OF SERVICE BY MAIL

Case Name: **Horatio Garcia, Boxer and Steve Hernandez, Manager**

No.: **912 1/2**

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 **December 28, 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:

Horatio Garcia
1820 Capitol Avenue, #502
Sacramento, CA 95815

Steve Hernandez
4231 13th Avenue
Sacramento, CA 95820

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 **December 28, 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. **914 3/6**

DECISION OF THE ARBITRATOR

**ARMANDO MEDELLIN CONTRERAS,
Boxer**

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 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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