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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. **052008-1**

DECISION OF THE ARBITRATOR

BRANDON GONZALES, Boxer
and
MICHAEL ROBINSON, Manager.

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 May 20, 2008 at the Office of the California State Athletic Commission 2005 Evergreen Street, Sacramento, California 95815, pursuant to written notice to all parties. Karen Chappelle, Supervising Deputy Attorney General acted as counsel to the Arbitrator. Brandon Gonzales, Licensed Boxer (Hereinafter "Boxer") appeared representing himself and did not present any witnesses. Manager Michael Robinson (Hereinafter "Manager") was present and also did not present any witnesses. Both parties were prepared to proceed. Based upon the Notices to the parties, and following the taking of testimony of the parties under oath, and following receipt of documents in evidence and upon taking official notice of the records and proceedings of the California State Athletic Commission

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

3 **FINDINGS OF FACT**

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

7 2. On March 15, 2007, Boxer and manager appeared before an official of
8 the Commission in Los Angeles and executed a standard boxer/manager contract, the term
9 of which was three (3) years. The contract was approved by the Commission on or about
10 March 15, 2007.

11 3. In or about October 1, 2007, Boxer requested arbitration of the contract
12 pursuant to Section C.4 of said agreement, specifying multiple violations of either laws
13 governing boxing or regulations of the Commission, and requesting that the Commission
14 terminate the boxer-manager contract.

15 4. Thereafter the matter was set for hearing by written notice.

16 5. Boxer is currently 23 years old and has an overall record of 5 wins by
17 knock out and no losses during the course of his contract with Manager. Only one of the
18 fights was arranged by Manager. During the course of the Boxer-Manager relationship,
19 Manager worked diligently to arrange bouts for Boxer, however in several instances the
20 bouts did not come to fruition through no fault of either party. For example, testimony
21 was received that a bout was negotiated and arranged between Boxer and Josh Kennedy as
22 a opponent. Ultimately, despite Boxer undertaking to train and be available for the bout, it
23 was determined at the last minute that the scheduled opponent was legally blind and thus
24 unable to compete. On another occasion, a bout was canceled due to the lack of a
25 qualified opponent due to bad medicals (Farid Rashid). Other instances that occurred over
26 the life of this contract included instances where Boxer did not make weight or where bout
27 negotiations fell through at the last minute. Accordingly, the evidence indicates that
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1 Manager made good faith efforts to produce bona fide offers to Boxer pursuant to the
2 terms of the contract, albeit that many of these attempts did not come to fruition.

3 All efforts to obtain bouts on Manager's part ceased in November 2007
4 when Boxer requested arbitration of the contract. Boxer testified that since October 2007
5 he has engaged in one fight which he arranged on his own, and he paid Manager pursuant
6 to the contract. He fought again in May 2008 and again Manager was paid. There does
7 not appear to be any attempt on the part of the Boxer to preclude Manager from what he
8 is entitled to under the terms of the contract. Boxer testified that Manager is simply not
9 arranging the quality of fights to promote his career and thus is not working in his best
10 interest.

11 Manager testified that he never expressed an interest in being a manager and
12 that due to his friendship with Boxer, he became his Manager. He testified that he feels he
13 has shown his ability to arrange fights and that he was diligent in his efforts to maintain the
14 accounting logs. Manager has only one other fighter and does not see himself as a
15 manager but indicated he was coaxed into this position.

16 Boxer testified to his dealings with Manager. Boxer met manager in through
17 trainer Mateen in 2007. This was Manager's first contract as a manager, and Boxer's first
18 contract as a professional boxer. Under the terms of the contract, Manager was to make
19 records available and open for inspection, pay for trainer and trainer fees out of manager's
20 stated percentage, and provide good faith offers of boxing matches every four months.

21 Boxer testified that manager only arranged one fight since the signing of the
22 contract, a fight on August 11, 2007, and that all subsequent fights he scheduled on his
23 own behalf. Manager indicated that he had been paid his percentage on these fights.
24 Boxer said he wants out of the contract because he manager does not schedule any fights
25 for him to advance his career. (Request for Arbitration)

26 In September 2007, Boxer approached Manager and asked to view his
27 accounting records. Manager said that they would meet and go over them at a later time
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1 manager acknowledge that he or she has been provided with a copy of this decision.


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

8 This Decision shall become effective on August 15, 2008.

9 DATED: August 11, 2008.

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ARMANDO GARCIA, EXECUTIVE OFFICER
STATE ATHLETIC COMMISSION
ARBITRATOR


KAREN CHAPPELLE
Supervising Deputy Attorney General
Attorney for Arbitrator

1 **DECLARATION OF SERVICE BY MAIL**

2 Re: **BRANDON GONZALES**, Boxer and **MICHAEL ROBINSON**, Manager

3 State Athletic Commission Case No. 052008-1

4
5 I am over 18 years of age, and not a party to the within cause; my business address is
6 300 South Spring Street, Suite 1702, Los Angeles, California 90013; I served a true copy of the
7 attached **DECISION OF THE ARBITRATOR**, on each of the following, by placing same in an
8 envelope addressed as follows:

9 **KEVIN T. COLLINS, ESQ.**
10 **Best Best & Krieger**
11 **400 Capitol Mall, Suite 1650**
12 **Sacramento, CA 95814**

13 **MICHAEL ROBINSON**
14 **9911 Red Stone Drive**
15 **Sacramento, CA 95827**


16 **ARMANDO GARCIA**
17 **Executive Officer**
18 **California State Athletic Commission**
19 **2005 Evergreen Street, Suite 2010**
20 **Sacramento, CA 95815-3831**

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

23 Each said envelope was then, on **August 11, 2008**, sealed and deposited in the United
24 States Mail at Los Angeles, California, the county in which I am employed, with the postage
25 thereon fully prepaid.

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

27 Executed on **August 11, 2008**, at Los Angeles, California.

28

HENRIETTA E. GAVIOLA
Declarant